



**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

RICHARD POLLOCK, an adult individual, }
CHERYL POLLOCK, an adult individual, }
PAUL L. KUTCHER, an adult individual, }
and CYNTHIA P. KUTCHER, an adult }
individual, }

Plaintiffs, }

-vs.- }

NATIONAL FOOTBALL LEAGUE and }
DALLAS COWBOYS FOOTBALL CLUB, }
LTD., }

Defendants. }

COMPLAINT - DIVERSITY

Civil Action No.: _____

Docket No. _____

JURY TRIAL DEMANDED

NOW COME, Plaintiffs, RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER (collectively, "Plaintiffs") and commence this lawsuit against Defendants, NATIONAL FOOTBALL LEAGUE and DALLAS COWBOYS FOOTBALL CLUB, LTD. (collectively, "Defendants") to recover damages owed by the Defendants to the Plaintiffs, stating as follows:

I. JURISDICTION

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1), since the parties are citizens of different states and the amount in controversy for each Plaintiff exceeds \$75,000.00, exclusive of costs, interest and reasonable attorney's fees.



II. VENUE

2. Venue of this action is properly within this District pursuant to 28 U.S.C. § 1391(a)(1) because Defendants NATIONAL FOOTBALL LEAGUE and DALLAS COWBOYS FOOTBALL CLUB, LTD. are each deemed to be a citizen of this District pursuant to 28 U.S.C. § 1391(c), since each has sufficient minimum contacts to subject them to personal jurisdiction in the Commonwealth of Pennsylvania. Venue is also properly within this District pursuant to 28 U.S.C. § 1391(a)(2) since a substantial portion of the events or omissions upon which Plaintiffs claims are predicated occurred within this District.

III. PARTIES

3. Plaintiff RICHARD POLLOCK is an adult individual who has been a resident of Beaver County, Pennsylvania at all times relevant hereto and is a holder of a ticket to Super Bowl XLV.

4. Plaintiff CHERYL POLLOCK is an adult individual who has been a resident of Allegheny County, Pennsylvania at all times relevant hereto and is a holder of a ticket to Super Bowl XLV.

5. Plaintiff PAUL L. KUTCHER is an adult individual who has been a resident of Hillsborough County, Florida at all times relevant hereto and is a holder of a ticket to Super Bowl XLV.

6. Plaintiff CYNTHIA P. KUTCHER is an adult individual who has been a resident of Hillsborough County, Florida at all times relevant hereto and is a holder of a ticket to Super Bowl XLV.



7. Defendant NATIONAL FOOTBALL LEAGUE (“NFL”) is an unincorporated association which consists of thirty-two (32) separately owned and independently operated professional football teams that include the following business entities: Arizona Cardinals, Inc., Atlanta Falcons Football Club, LLC, Baltimore Ravens Limited Partnership, Buffalo Bills, Inc., Panthers Football LLC, Chicago Bears Football Club, Inc., Cincinnati Bengals, Inc., Cleveland Browns, LLC, Dallas Cowboys Football Club, Ltd., Denver Broncos Football Club, Detroit Lions, Inc., Green Bay Packers, Inc., Houston NFL Holdings, LP, Indianapolis Colts, Inc., Jacksonville Jaguars, Ltd., Kansas City Chiefs Football Club, Inc., Miami Dolphins, Ltd., Minnesota Vikings Football Club LLC, New England Patriots, LP, New Orleans Louisiana Saint LLC, New York Football Giants, Inc., New York Jets Football Club, Inc., Oakland Raiders LP, Philadelphia Eagles Football Club, Inc., Pittsburgh Steelers Sports, Inc., San Diego Chargers Football Co., San Francisco Forty Niners Ltd., Football Northwest LLC, The Rams Football Company LLC, Buccaneers Limited Partnership, Tennessee Football, Inc, and Washington Football, Inc. NFL maintains its principal place of business at 280 Park Avenue, 15th Floor, New York, New York, is engaged in the business of operating a major professional football league in the United States of America, and regularly engages in conducting said business in this District.

8. Defendant DALLAS COWBOYS FOOTBALL CLUB, LTD. (“DALLAS COWBOYS”) is a limited partnership organized under the laws of the State of Texas which maintains its principal place of business at One Cowboys Parkway, Irving, Texas. DALLAS COWBOYS is engaged in the business of operating a professional football



team in the NFL and regularly engages in conducting business in the Commonwealth of Pennsylvania.

IV. FACTS

A. Issuance of Tickets to Super Bowl XLV

9. On or about May 22, 2007, the owners of the thirty-two (32) separately owned and independently operated professional football teams of the NFL voted to have Super Bowl¹ XLV played at a new stadium being constructed in Arlington, Texas on February 6, 2011.

10. Defendant NFL controlled the initial distribution of all tickets issued for Super Bowl XLV.

11. On information and belief, Defendant NFL initially distributed approximately seventy-five percent (75%) of all tickets for Super Bowl XLV in approximately the following manner:

- a. 17.5% to Pittsburgh Steelers Sports, Inc.;
- b. 17.5% to Green Bay Packers, Inc.;
- c. 5% to Defendant DALLAS COWBOYS FOOTBALL CLUB, LTD.;
- d. 1.2% to Arizona Cardinals, Inc.;
- e. 1.2% to Atlanta Falcons Football Club, LLC;
- f. 1.2% to Baltimore Ravens Limited Partnership;
- g. 1.2% to Buffalo Bills, Inc.;
- h. 1.2% to Panthers Football LLC;
- i. 1.2% to Chicago Bears Football Club, Inc.;
- j. 1.2% to Cincinnati Bengals, Inc.,\;
- k. 1.2% to Cleveland Browns, LLC;
- l. 1.2% to Denver Broncos Football Club;
- m. 1.2% to Detroit Lions, Inc.;
- n. 1.2% to Houston NFL Holdings, LP;
- o. 1.2% to Indianapolis Colts, Inc.;

¹ The Super Bowl is the NFL championship game between the winners of the American Football Conference (“AFC”) and National Football Conference (“NFC”) championship games. The term “Super Bowl” was registered as a trademark by the NFL with the United States Patent and Trademark Office on May 24, 2005, September 5, 2006, and November 27, 2007.



- p. 1.2% to Jacksonville Jaguars, Ltd.;
- q. 1.2% to Kansas City Chiefs Football Club, Inc.;
- r. 1.2% to Miami Dolphins, Ltd.;
- s. 1.2% to Minnesota Vikings Football Club LLC;
- t. 1.2% to New England Patriots, LP;
- u. 1.2% to New Orleans Louisiana Saint LLC;
- v. 1.2% to New York Football Giants, Inc.;
- w. 1.2% to New York Jets Football Club, Inc.;
- x. 1.2% to Oakland Raiders LP;
- y. 1.2% to Philadelphia Eagles Football Club, Inc.;
- z. 1.2% to San Diego Chargers Football Co.;
- aa. 1.2% to San Francisco Forty Niners Ltd.;
- bb. 1.2% to Football Northwest LLC;
- cc. 1.2% to The Rams Football Company LLC;
- dd. 1.2% to Buccaneers Limited Partnership;
- ee. 1.2% to Tennessee Football, Inc.; and
- ff. 1.2% to Washington Football, Inc.

12. At the time Defendant NFL distributed tickets to Super Bowl XLV to the aforementioned business entities referenced in subsections (a) through (ff) of Paragraph No. 11 above, Defendant NFL knew or should have known the Section, Row and Seat numbers of each ticket that was allocated to each aforesaid business entity.

13. At the time Defendant NFL distributed the aforementioned tickets to Super Bowl XLV to the various business entities referenced in subsections (a) through (ff) of Paragraph No. 11 above, Defendant NFL forwarded the specific tickets to said business entities with the intention that said tickets be distributed by said business entities in whatever manner those respective business entities deemed appropriate.

14. At all times relevant hereto, Plaintiff RICHARD POLLOCK has been an owner of a Personal Seat License (“PSL”) issued by Pittsburgh Steelers Sports, Inc. and a season ticket holder of four (4) tickets for specific seats at Heinz Field for the 2010 NFL season.



15. At all times relevant hereto, Plaintiff CYNTHIA P. KUTCHER has been an owner of a Personal Seat License (“PSL”) issued by Pittsburgh Steelers Sports, Inc. and a season ticket holder to two (2) tickets for specific seats at Heinz Field for the 2010 NFL season.

16. At all times relevant hereto, Raymond J. Wojciak, the father of Plaintiff CYNTHIA P. KUTCHER, has been an owner of a Personal Seat License (“PSL”) issued by Pittsburgh Steelers Sports, Inc. and a season ticket holder to two (2) tickets for specific seats at Heinz Field for the 2010 NFL season.

17. In early January of 2011, Plaintiff CYNTHIA P. KUTCHER submitted two (2) separate applications to Pittsburgh Steelers Sports, Inc., each accompanied by a payment in the amount of Sixteen Hundred Dollars (\$1,600.00), for two (2) tickets for seats in Cowboys Stadium for Super Bowl XLV as part of a lottery conducted by Pittsburgh Steelers Sports, Inc. for its season ticket holders.

18. One of the aforesaid applications forwarded to Pittsburgh Steelers Sports, Inc. was based on the season tickets held in the name of Plaintiff CYNTHIA P. KUTCHER and the other application was based on season tickets in the name of Raymond Wojciak, who had given permission to Plaintiff CYNTHIA P. KUTCHER to submit said application with the understanding that if any tickets for seats in Cowboys Stadium for Super Bowl XLV were awarded for the season tickets in the name of Raymond Wojciak, that those tickets would be used by Plaintiff CYNTHIA P. KUTCHER and Plaintiff PAUL L. KUTCHER.

19. In early January of 2011, Plaintiff RICHARD POLLOCK submitted one (1) application to Pittsburgh Steelers Sports, Inc., accompanied by a payment in the



amount of Sixteen Hundred Dollars (\$1,600.00), for two (2) tickets for seats in Cowboys Stadium for Super Bowl XLV as part of a lottery conducted by Pittsburgh Steelers Sports, Inc. for its season ticket holders.

20. On or about January 9, 2011, Plaintiff CYNTHIA P. KUTCHER booked flights for Plaintiff PAUL L. KUTCHER and her scheduled to depart from the Tampa International Airport on February 4, 2011 at 8:10 a.m. and landing at Dallas Love Field Airport at 10:00 a.m., and returning on a flight scheduled to depart from Dallas Love Field Airport on February 7, 2011 at 5:45 p.m. and to arrive at Tampa International Airport at 9:50 p.m.

21. On or about January 20, 2011, Pittsburgh Steelers Sports, Inc. notified Plaintiff CYNTHIA P. KUTCHER via e-mail that the application submitted in the name of her father, Raymond J. Wojciak, had been selected to receive two (2) tickets for seats in Cowboys Stadium for Super Bowl XLV.

22. On or about January 20, 2011, Pittsburgh Steelers Sports, Inc. notified Plaintiff RICHARD POLLOCK via e-mail that the application submitted in his name had been selected to receive two (2) tickets for seats in Cowboys Stadium for Super Bowl XLV.

23. On or about January 21, 2011, Defendant NFL forwarded to Pittsburgh Steelers Sports, Inc. the tickets allotted to Pittsburgh Steelers Sports, Inc. for Super Bowl XLV in the event that the Pittsburgh Steelers won the AFC Championship game to be played on January 23, 2011.

24. On or about January 21, 2011, Defendant NFL forwarded to Green Bay Packers, Inc. the tickets allotted to Green Bay Packers, Inc. for Super Bowl XLV in the



event that the Green Bay Packers won the NFC Championship game to be played on January 23, 2011.

25. Included in the aforementioned tickets allotted to Pittsburgh Steelers Sports, Inc. and Green Bay Packers, Inc. for Super Bowl XLV were tickets designating non-existent seats in Cowboys Stadium which Defendant NFL knew or should have known were not constructed at the time said tickets were issued and that there were significant issues raised by the City of Arlington questioning whether construction on said non-existent seats would be completed and approved for occupancy by February 6, 2011.

26. On or about January 26, 2011, Plaintiff CYNTHIA P. KUTCHER received two (2) tickets for seats in Cowboys Stadium for Super Bowl XLV located in Section 430A, Row 32, Seat 1 and Section 430A, Row 32, Seat 2.

27. On or about January 26, 2011, Plaintiff RICHARD POLLOCK received two (2) tickets for seats in Cowboys Stadium for Super Bowl XLV located in Section 430A, Row 25, Seat 15 and Section 430A, Row 25, Seat 16.

28. Each of the aforementioned tickets state, in pertinent part, “This ticket grants entry in the stadium and a spectator seat for the game”. (Emphasis added.)

B. Construction of Temporary Seating in Cowboys Stadium for Super Bowl XLV

29. The normal seating capacity of Cowboys Stadium in Arlington, Texas, at the time it was opened in 2009, is 80,000.

30. At all times relevant hereto, Defendant NFL and Defendant DALLAS COWBOYS desired to construct temporary seating to increase the seating capacity of Cowboys Stadium to over 100,000 for Super Bowl XLV in an effort to break the Super



Bowl attendance record and knew or should have known of the need to file a Building Permit Application with the City of Arlington in order to commence construction of the aforesaid temporary seating.

31. Defendant NFL and Defendant DALLAS COWBOYS were responsible at all times relevant hereto for complying with the requirements of the City of Arlington in connection with the installation of the aforesaid temporary seating.

32. At all times relevant hereto, Cowboys Stadium, L.P. acted as an agent of Defendant NFL and Defendant DALLAS COWBOYS in conjunction with the construction of temporary seating in Cowboys Stadium for Super Bowl XLV.

33. Defendant NFL and Defendant DALLAS COWBOYS and their respective agents failed to submit any building permit application or plans pertaining to the aforesaid temporary seating until January 5, 2011.

34. On or about January 10, 2011, Jack Hill, as General Manager of Cowboys Stadium, L.P., advised the County of Arlington that construction relating to the installation of temporary seating in Cowboys Stadium for Super Bowl XLV had started with the understanding that “we cannot occupy until everything has been signed off”.

35. On or about January 13, 2011, Jack Hill, as General Manager of Cowboys Stadium, L.P. addressed a letter to Ed Dryden, of the City of Arlington Building Inspection Division, requesting the issuance of “a permit for the construction of temporary seating and bleachers before the complete construction documents” pursuant to Section 106.3.3 of the 2003 Edition of the International Building Code with the understanding “that, if approved, we proceed at our own risk with the building construction and without assurance that a permit for the entire structure will be granted”.



Mr. Hill's letter further stated, "If construction of the above items advances prior to any sequential required approvals then the work must stop until such approvals may be acquired".

36. On or about January 13, 2011, the City of Arlington issued a Commercial Building Permit to Cowboys Stadium, L.P., as agent for Defendant NFL and Defendant DALLAS COWBOYS, which authorized the construction of temporary seating in Cowboys Stadium.

37. Pursuant to the terms of the aforesaid Commercial Building Permit, the temporary seating was based on "phased approval" and the Permit relating to temporary seating was "conditionally issued" per Section 106.3.3 of the 2003 International Building Code, pursuant to which the holder of such a building permit proceeds "at the holder's own risk with the building operation and without assurance that a permit for the entire structure shall be granted".

38. On or about January 20, 2011, Ed Dryden, the City of Arlington Building Division, advised Cowboys Stadium, L.P. in relation to the temporary seating being installed at Cowboys Stadium for Super Bowl XLV that, "the day of the event is 16 days away and some of these issues are significant and from our perspective there's not a great deal of progress that we can see" and "I want to make sure that there's a clear understanding of the City's expectations – that all of these items be corrected prior to the day of the event".

39. On or about January 21, 2011, Defendant NFL and Defendant DALLAS COWBOYS received information that City of Arlington Chief Building Inspector Ed Dryden had several concerns with significant defects with the building permit plans that



had been submitted in connection with the installation of the aforementioned temporary seating.

40. On or about January 27, 2011, Defendant NFL and Defendant DALLAS COWBOYS received information that City of Arlington Fire Chief Don Crowson had raised concerns that no written evidence had been submitted in connection with the aforementioned building permit application confirming the plans submitted for the installation of the aforementioned temporary seating had been signed off on by an engineer and demanded the same to be provided within two days thereafter.

41. Also, on January 27, 2011, Defendant NFL, in spite of their knowledge of the aforementioned communications between the City of Arlington Building Inspections Division and Defendant NFL or said Defendant's aforesaid agents as well as those between the City of Arlington Fire Department and Defendant NFL or said Defendant's aforesaid agents and their knowledge that the seats designated on the tickets issued to the Plaintiffs did not and never have existed in Cowboys Stadium, issued a communication to the local media through Bill McConnell, Director of Event Operations for Defendant NFL, with the intent that it be published in a manner by which it would be disseminated to all holders of tickets to Super Bowl XLV, including the Plaintiffs herein, stating temporary seating for Super Bowl XLV would be completed by the early portion of the following week.

42. On or about January 29, 2011, at a meeting attended by representatives of the City of Arlington Fire Department and the County of Arlington, agents of the Defendant DALLAS COWBOYS and Defendant NFL were informed of several problems in connection with the installation of temporary seating that required immediate



attention, including but not limited to alignment and anchoring of temporary seating frames, and agents of Defendant DALLAS COWBOYS and Defendant NFL represented that all structural elements relating to the temporary seating would be completed by no later than by the afternoon of Monday, January 31, 2011.

43. On or about February 3, 2011, City of Arlington Deputy City Manager Trey Yelverton warned Defendant NFL that it needed to immediately bring in additional resources to complete construction of the aforementioned temporary seating if the same was to be completed and approved for occupancy prior to February 6, 2011.

44. On or about February 4, 2011, City of Arlington Fire Chief Don Crowson advised Defendant DALLAS COWBOYS unsafe conditions in the temporary seating area would obligate additional firefighters to be assigned to said area at an additional cost of Eighty-Three Hundred Dollars (\$8,300.00), and Defendant NFL learned the same contemporaneous with the aforesaid communication.

45. On or about Saturday, February 5, 2011, at approximately 4:47 a.m., Stephen Lea, of the City of Arlington Fire Department forwarded an e-mail to City of Arlington Fire Chief Don Crowson stating, in pertinent part, “No one from Seating Solutions work at all tonight. PD² was standing by but the seat people never showed.”

46. On or about Sunday, February 6, 2011, Game Day for Super Bowl XLV, at approximately 7:14 a.m., City of Arlington Building Official Ed Dryden forwarded an e-mail to City of Arlington Building Inspections Division Director Jim Parajon stating, “Look’s [sic] like we may be here until noon. There’s still no absolute finality on the seat count. **I think the cowboys are not going to correct certain items and assume the risk. This is not a good situation!**” (Emphasis added).

² PD is a reference to the City of Arlington Police Department.



47. On or about February 6, 2011, Game Day for Super Bowl XLV, at approximately 12:10 p.m., City of Arlington Building Official Ed Dryden forwarded an e-mail to City of Arlington Building Inspections Division Director Jim Parajon stating, “Seating contractor just gave notice that his crew cannot complete the upper concourse west end – 2400 seats”.

C. Lack of Notice to Plaintiffs of No Seat Corresponding with Ticket to Super Bowl XLV

48. In spite of the aforesaid warnings and admonitions of the City of Arlington Chief Building Inspector, Fire Chief and Deputy City Manager and the express conditions upon which a building permit was issued for the construction of temporary seats in Cowboys Stadium for Super Bowl XLV, Defendant NFL and Defendant DALLAS COWBOYS failed to bring in sufficient resources to complete installation of the aforesaid temporary seating in time so an occupancy permit could be issued for a substantial number of temporary seats for which Defendant NFL had issued tickets to Pittsburgh Steelers Sports, Inc. and Green Bay Packers, Inc.

49. At no time prior to February 6, 2011 did Defendant NFL or Defendant DALLAS COWBOYS advise Plaintiffs or any holders of tickets for the temporary seats on which installation had not been completed, and for which no occupancy permit had been issued by the City of Arlington, that said seats would not be available to said holders of tickets on February 6, 2011.

50. On January 23, 2011, subsequent to the completion of the AFC Championship game won by the Pittsburgh Steelers earlier that day, Plaintiff PAUL L. KUTCHER reserved a hotel room for the time period between February 4, 20011 and



February 7, 2011 at a substantially inflated per day room rate with no ability to cancel the same without remaining responsible for the full payment of all nights.

51. Contemporaneous to making the aforesaid hotel reservation, Plaintiff PAUL L. KUTCHER reserved an automobile from Budget to be picked up at Dallas Love Field Airport on February 4, 2011 at 11:30 a.m. and returned on February 7, 2011 at 3:00 p.m.

52. The aforementioned expenses incurred by Plaintiff PAUL L. KUTCHER and Plaintiff CYNTHIA P. KUTCHER upon reliance that the tickets disbursed by Defendant NFL to Pittsburgh Steelers Sports, Inc. for ultimate distribution would be to seats that actually existed in Cowboys Stadium.

53. On January 25, 2011, Plaintiff CHERYL POLLOCK purchased a Super Bowl XLV Tour for Plaintiff RICHARD POLLOCK and herself to attend Super Bowl XLV in Arlington, Texas, departing from Pittsburgh on Friday, February 4, 2011 and returning on Monday, February 7, 2011.

54. Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER travelled to Dallas on February 4, 2011 on the aforementioned flights booked by Plaintiff CYNTHIA P. KUTCHER, picked up the automobile from Budget, and checked-in at the Sleep Inn at Six Flags.

55. Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK travelled to Dallas on February 4, 2011 and checked-in at the Doubletree Dallas/Richardson Hotel in accordance with the itinerary specified for the aforementioned Super Bowl XLV Tour purchased by Plaintiff CHERYL POLLOCK.



56. At all times between February 4, 2011 and February 7, 2011, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER were checked-in at the Sleep Inn at Six Flags and continued to lease the aforesaid automobile from Budget.

57. At all times between February 4, 2011 and February 7, 2011, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were checked-in at the Doubletree Dallas/Richardson Hotel.

58. At no time up during the days leading up to February 6, 2011, were any of the Plaintiffs informed, by media communications or otherwise, that the seats identified on said Plaintiffs' respective tickets for Super Bowl XLV were for seats that were not available nor accessible to said Plaintiffs for the purpose of viewing Super Bowl XLV inside of Cowboys Stadium.

D. GAME DAY – PLAINTIFFS RICHARD POLLOCK AND CHERYL POLLOCK

59. Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK arrived at the gates outside of Cowboys Stadium at approximately 12:00 p.m. Central Standard Time and remained in line until after said gates were opened at approximately 1:15 p.m. Central Standard Time. Said Plaintiffs waited in line for over two (2) hours before clearing security and approaching the ticket scanning units.

60. When they presented their tickets to be scanned prior to being granted access to the grounds of Cowboys Stadium, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were told by a representative of Security, Athletic Facilities & Events Management (hereinafter referred to as “S.A.F.E.”)³ that their tickets did not scan, and they were instructed to go to the “Ticket Re-assignment Tent”, which they were told

³ Security, Athletic Facilities & Events Management (“S.A.F.E.”) was retained to represent Defendant NFL for security, crowd management and guest services at Super Bowl XLV.



was located somewhere on the other side of Cowboys Stadium without any further instruction. Said Plaintiffs were escorted out of the area where their tickets did not scan.

61. At this point, said Plaintiffs became concerned and suffered extreme anxiety and emotional distress over the prospect of being denied access to Cowboys Stadium in spite of having purchased their tickets from Pittsburgh Steelers Sports, Inc., and they began to walk from the entrance area near the South/West entrance of Cowboys Stadium to the North/East side of the fenced off grounds of Cowboys Stadium, still unsure of where the “Ticket Re-assignment Tent” was located.

62. During their walk from the entrance area near the South/West entrance of Cowboys Stadium, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK stopped several times to ask people where the “Ticket Re-assignment Tent” was located, and they eventually learned that the “Ticket Re-assignment Tent” referred to by the S.A.F.E. representative who scanned their tickets was located in a parking lot near the Rangers Ballpark in Arlington. By the time said Plaintiffs arrived at the “Ticket Re-assignment Tent”, they had walked an estimated distance of over two (2) miles.

63. Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were told at the “Ticket Re-assignment Tent”, which they eventually found situated in Lot A of Rangers Ballpark in Arlington, that the seats designated on their tickets “were not safe”, and they were informed that Defendant NFL was “working on the problem”.

64. Upon inquiring as to whether they were ultimately going to gain access into Cowboys Stadium to watch Super Bowl XLV, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were told there was no guarantee that they would be admitted into



Cowboys Stadium and said Plaintiffs level of extreme anxiety and emotional distress increased significantly as a result of being so informed.

65. Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were then instructed to go to the “Party Plaza” adjacent to Cowboys Stadium while a decision was being made on how to resolve the ticket issue. They were told that at this location they would be offered complimentary food and beverages by Defendant NFL and to relax and wait at the “Party Plaza” for the problem to be resolved.

66. Thereafter, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK walked back to the gated area surrounding the security perimeter of Cowboys Stadium, where, together with the other similarly situated ticket holders to Super Bowl XLV, they were allowed access into a gated area located adjacent to an area between the security entrance to the grounds of Cowboys Stadium and a gated area that was being staged for what appeared to be a private party near the Miller Lite Plaza area.

67. Once Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK gained entry into the “Party Plaza”, they attempted to obtain something to drink compliments of Defendant NFL, but they were informed the concessions vendor at the “Party Plaza” had no knowledge of this arrangement. Said Plaintiffs were told at that time that they could purchase food and beverage inside the “Party Plaza” if they wished to do so.

68. While inside of the “Party Plaza”, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK observed several similarly situated displaced ticket holders to Super Bowl XLV move close to a gate, which allowed access the area between a security area where Super Bowl XLV tickets were being scanned and Cowboys Stadium. At this point, an individual, who on information and belief was a representative of Defendant



NFL, appeared and advised Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK, along with the other similarly situated ticket holders to Super Bowl XLV who were then present, that Defendant NFL was aware of the issue of valid tickets to Super Bowl XLV not scanning, and the aforesaid gate was opened by a S.A.F.E. representative.

69. Before Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were able to pass through the aforesaid opened gate, they observed some similarly situated displaced ticket holders to Super Bowl XLV pass through the opened gate, when a second individual who on information and belief was a representative of Defendant NFL appeared, stating that gate should not have been opened and demanded that gate be closed immediately, which it was by S.A.F.E. personnel.

70. Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK remained inside of the “Party Plaza” until approximately 4:00 p.m., at which time the aforementioned gate was re-opened, at which time said Plaintiffs were allowed into Cowboys Stadium.

71. After entering Cowboys Stadium, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK went to the area where access to Section 430A was located, but upon their arrival they observed “yellow police crime tape” across the walkway area underneath metal bleachers that was designated as a pathway by which ticket holders to seats located in Section 430A were to gain access to those seats. Said Plaintiffs were denied access to the seats designated on their tickets to be located in Section 430A by an S.A.F.E. representative who told them that “the Fire Marshal has deemed those seats unsafe” and “no one will be permitted to sit in those seats”.



72. After Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK walked from the fourth level of Cowboys Stadium to a Guest Relations office, they were told by a Guest Relations office representative that they needed to go to the “Ticket Re-assignment” area.

73. After objecting to leaving the premises of Cowboys Stadium, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were escorted outside to the Cowboys Stadium Ticket Office, where a long line of similarly situated displaced ticket holders to Super Bowl XLV had formed.

74. Upon reaching the front of the line, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were told that there are no seats for their tickets and they were permitted to stand anywhere inside of Cowboys Stadium that they could find a spot. In response, Plaintiff RICHARD POLLOCK requested to speak with a representative of Defendant NFL, but he was told that none were available.

75. Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK then re-entered Cowboys Stadium and returned to the 400 level near where Section 430A was located, and after asking several other S.A.F.E. representatives located in said area as to where they were permitted to stand and watch Super Bowl XLV, said Plaintiffs were informed that an area elsewhere in Cowboys Stadium had been designated for them.

76. Thereafter, Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were ushered to a freight elevator inside of Cowboys Stadium and taken to the “Miller Lite Hospitality Room” located on the ground level of Cowboys Stadium.

77. Inside the Miller Lite Hospitality area were numerous similarly displaced fans of both the Green Bay Packers and Pittsburgh Steelers and there was inadequate



seating to allow said fans to watch the game on the monitors situated inside the Miller Lite Hospitality area.

78. Outside of the Miller Lite Hospitality area was an area which was recessed from field level behind the Pittsburgh Steeler bench area, similar to that of a baseball “dugout”; this area had no seats and a substantial number of the aforesaid similarly situated displaced fans, including Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK, were relegated to standing side by side in this area the entire length of the Super Bowl game, halftime presentation and post-game presentation.

79. The number of people allowed to accumulate in the aforesaid area outside the Miller Lite Hospitality was not monitored by any personnel of either Defendant NFL or Defendant DALLAS COWBOYS, nor any of their respective agents, and on information and belief the number of displaced fans who did accumulate and view the game from this area far exceeded the number of people who would be permitted to safely view the Super Bowl game, halftime presentation and post-game presentation in accordance with the relevant safety and fire codes of the City of Arlington, Texas.

80. The viewpoint of the displaced fans, who attempted to view the field of Cowboys Stadium from the aforesaid area outside of the Miller Lite Hospitality area, including Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK, was obstructed by the following: 1.) a motorized vehicle on which two FOX television network cameras were situated that continually moved in front of the area outside the Miller Lite Hospitality area; 2.) S.A.F.E. personnel lined up and facing the crowd with their backs to the field, apparently for security purposes; 3.) several equipment lockers stacked up behind, near and adjacent to the Pittsburgh Steeler bench area; 4.) the Pittsburgh Steeler



bench; 5.) the Pittsburgh Steeler players, coaches, trainers and other personnel; 5.) several other individuals, including photographers lined up along the area adjacent to the sidelines extending the entire length of the field; and 6.) other similarly situated displaced fans who were standing in front of each other.

81. As a result of the aforementioned obstructions inhibiting view of the playing field, a substantial number of the similarly situated displaced fans who stood in the area outside of the Miller Lite Hospitality area, including Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK, could only partially see action on the field by looking through legs of players and others lined up and down the sidelines to the extent their view was not obstructed by any other obstruction referenced in the preceding paragraph, and they were compelled to view the Super Bowl game by looking at a large monitor situated well above the playing field of Cowboys Stadium.

82. Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK were unsatisfied with this arrangement, and they inquired from an S.A.F.E. representative as to how to get back up to the 400 level of Cowboys Stadium who directed said Plaintiffs to an elevator that they rode from the Ground Level of Cowboys Stadium to the Club Level of Cowboys Stadium.

83. After Plaintiffs RICHARD POLLOCK and CHERYL POLLOCK gained access to the Club Level of Cowboys Stadium, they asked an attendant where they were permitted to stand to watch Super Bowl XLV. Said Plaintiffs were ultimately provided with folding chairs to sit in on a ledge adjacent to a FOX Network booth near the end of the 1st quarter of Super Bowl XLV.



E. GAME DAY – PLAINTIFFS PAUL L. KUTCHER AND CYNTHIA P. KUTCHER

84. Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER arrived at gates outside of Cowboys Stadium adjacent to the Miller Lite Plaza at approximately 12:30 p.m. Central Standard Time and remained in line until after said gates were opened at approximately 1:15 p.m. Central Standard Time.

85. Upon arriving at the area where their tickets were to be scanned prior to being granted access to the grounds of Cowboys Stadium, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER were told by a S.A.F.E. representative of “your ticket does not scan”, and they were instructed to go to another turnstile to see whether they would scan there.

86. After going to another turnstile, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER were advised once again that their tickets “did not scan” and were instructed to go to “Gate A”, which was located inside the grounds of Cowboys Stadium in an area not accessible to those ticket holders who were not granted access to the grounds, and when this was pointed out to the S.A.F.E. representatives, said Plaintiffs were told to go to “Ticket Resolution” which was located several blocks away from Cowboys Stadium at or near Rangers Ballpark at Arlington, approximately one mile from Cowboys Stadium.

87. No direction was provided to Plaintiffs PAUL L. KUTCHER or CYNTHIA P. KUTCHER concerning where at or near Rangers Ballpark at Arlington “Ticket Resolution” was located, and said Plaintiffs became concerned and suffered extreme anxiety and emotional distress over the prospect of being denied access to



Cowboys Stadium in spite of having purchased their tickets from Pittsburgh Steelers Sports, Inc.

88. As said Plaintiffs were attempting to make their way toward Rangers Ballpark at Arlington, while walking against the flow of a massive number of ticket holders attempting to gain access to Cowboys Stadium, said Plaintiffs were advised by other similarly situated ticket holders to Super Bowl XLV who were returning from “Ticket Resolution” that they were instructed to go to “Gate A”.

89. In response, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER followed the mass of approximately fifty (50) similarly situated frustrated Super Bowl XLV ticket holders back to the fenced off area outside of Cowboys Stadium adjacent to the Miller Lite Plaza.

90. After several inquiries were made to various S.A.F.E. representatives, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER were told that the aforesaid group of similarly situated ticket holders to Super Bowl XLV were going to be led into a secluded gated area adjacent to the grounds of Cowboys Stadium where a representative, presumably from Defendant NFL, was going to address said group of displaced ticket holders to Super Bowl XLV.

91. Thereafter, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER, together with the other similarly situated ticket holders to Super Bowl XLV, were allowed access into a gated area located adjacent to an area between the security entrance to the grounds of Cowboys Stadium and a gated area that was being staged for what appeared to be a private party near the Miller Lite Plaza area, and they were instructed to



line up along a tall wall that was located inside of the aforementioned gated area into which they were allowed access.

92. After an individual, who on information and belief was a representative of Defendant NFL, appeared and advised Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER along with the other similarly situated ticket holders to Super Bowl XLV who were then present that Defendant NFL was aware of the issue of valid tickets to Super Bowl XLV not scanning, a gate was opened by a S.A.F.E. representative which allowed Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER access to the Miller Lite Plaza area outside of Cowboys Stadium.

93. At approximately 3:30 p.m. Central Standard Time, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER showed their respective tickets to Super Bowl XLV to an S.A.F.E. representative at Entry J near the AT&T Plaza outside of Cowboys Stadium, and they were allowed entry into Cowboys Stadium.

94. When Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER reached the 400 level of Cowboys Stadium and attempted to gain access to their seats in Section 430A, said Plaintiffs observed “yellow police crime tape” across a walkway area underneath metal bleachers that was the designated pathway by which ticket holders to seats located in Section 430A were to gain access to those seats, and they were denied access to Section 430A by a S.A.F.E. representative who told them that the “fire marshal has deemed those seats unsafe” and “no one will be permitted to sit in those seats”.

95. In response, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER asked the S.A.F.E. representative what they were supposed to do, and he just repeated himself without providing said Plaintiffs with any direction.



96. Once again, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER became frustrated and concerned over the fact that they were being told the tickets to Super Bowl XLV which they purchased from Pittsburgh Steelers Sports, Inc. were to seats that they would not be permitted to access, and they again suffered extreme emotional distress and anxiety.

97. Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER made several inquiries to other S.A.F.E. personnel located on the 400 level of Cowboys Stadium; however, none of the S.A.F.E. personnel or anyone else was able to provide said Plaintiffs with any information.

98. Eventually, an individual suggested for Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER to inquire at a Guest Services location within Cowboys Stadium, and said Plaintiffs learned of a Guest Services location near Section 219 of Cowboys Stadium.

99. Since all of the escalators leading to the 400 level of Cowboys Stadium were in the “up” position, transporting ticket holders from the lower levels to the upper levels, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER were compelled to use the walking ramps from the 400 level to the 200 level of Cowboys Stadium.

100. Upon reaching the Guest Services location near Section 219 of Cowboys Stadium, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER overheard a representative of the Guest Services desk instructing other similarly situated displaced ticket holders to Super Bowl XLV to leave Cowboys Stadium and to go to “Ticket Resolution”.



101. After hearing this information, Plaintiff PAUL L. KUTCHER insisted for the Guest Services representative to contact a supervisor because Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER refused to leave Cowboys Stadium without knowing from a credible source what alternative accommodations had been made by Defendant NFL to seat them inside of Cowboys Stadium.

102. Thereafter, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER, together with two (2) gentlemen received their tickets from Green Bay Packers, Inc. (hereinafter referred to as “the two (2) Packer fans”) and who also complained to the Guest Services representative that they were also issued tickets to Super Bowl XLV for seats that were inaccessible in Cowboys Stadium, were instructed to take an elevator and to go to the Miller Hospitality Room downstairs.

103. Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER found a freight elevator near Section 218 of Cowboys Stadium and took said elevator downstairs to the ground level of Cowboys Stadium.

104. Upon reaching the ground level of Cowboys Stadium, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER were stopped by a S.A.F.E. representative, who asked what said Plaintiffs were doing on the ground level of Cowboys Stadium, but the S.A.F.E. representative was unable to provide any assistance after Plaintiff PAUL L. KUTCHER advised the S.A.F.E. representative “we were told by Guest Services to go to the Miller Hospitality Room” and asked where the Miller Hospitality Room was located.

105. Eventually, a second S.A.F.E. representative directed Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER, together with the two Packer fans, to an area



which was designated as the “Miller Hospitality Room”, which was adjacent to a walkway that led to the playing field.

106. At this point, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER and the two Packer fans were informed by a third S.A.F.E. representative, who appeared to have some supervisory role, they were supposed to be directed to the “Miller Lite Hospitality Room”, which was on the complete opposite side of Cowboys Stadium.

107. After being instructed by the third S.A.F.E. representative that they needed to go back up the elevator from which they gained access to the ground level of Cowboys Stadium and traverse across the Mezzanine to another elevator on the opposite side of Cowboys Stadium to gain access to the ground level of Cowboys Stadium on the other side of the field, Plaintiff PAUL L. KUTCHER requested said S.A.F.E. representative to send another S.A.F.E. representative with Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER and the two Packer fans to escort them to the Miller Lite Hospitality Room, so that they had someone with some authority with them so as to make sure they were able to locate and gain access to the Miller Lite Hospitality Room, and the S.A.F.E. supervisory representative agreed and assigned another S.A.F.E. representative to escort Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER and the two Packer fans to the Miller Lite Hospitality Room.

108. Upon returning to the elevator while being escorted by the aforementioned S.A.F.E. representative, Plaintiff PAUL L. KUTCHER asked the S.A.F.E. representative “where are we going?”, and the S.A.F.E. representative responded, “I don’t know”.



109. In response, Plaintiff PAUL L. KUTCHER demanded that the S.A.F.E. representative escort Plaintiff PAUL L. KUTCHER and CYNTHIA P. KUTCHER along the two Packer fans back to her supervisor so it could be definitively ascertained where the Miller Lite Hospitality Room was located and how Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER together with the two Packer fans were to get there.

110. At this point, a representative of Defendant DALLAS COWBOYS approached Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER and advised said Plaintiffs and the two Packer fans that said Defendant was aware of the situation and “we are going to take care of you”.

111. Thereafter, Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER and the two Packer fans were escorted along the ground level of Cowboys Stadium to the opposite side of Cowboys Stadium by a credentialed man, who on information and belief was a representative of either Defendant NFL or Defendant DALLAS COWBOYS.

112. Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER and two Packer fans arrived at the Miller Lite Hospitality area of Cowboys Stadium shortly before the Pittsburgh Steelers were introduced prior to the singing of the National Anthem.

113. Inside the Miller Lite Hospitality area were numerous similarly displaced fans of both the Green Bay Packers and Pittsburgh Steelers, and there was inadequate seating to allow said fans to watch the game on the monitors situated inside the Miller Lite Hospitality area.

114. Outside of the Miller Lite Hospitality area was an area which was recessed from field level behind the Pittsburgh Steeler bench area, similar to that of a baseball “dugout”; this area had no seats and a substantial number of the aforesaid similarly



situated displaced fans, including Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER, were relegated to standing side by side in this area the entire length of the Super Bowl game, halftime presentation and post-game presentation.

115. The number of people allowed to accumulate in the aforesaid area outside the Miller Lite Hospitality was not monitored by any personnel of either Defendant NFL or Defendant DALLAS COWBOYS, nor any of their respective agents, and on information and belief the number of displaced fans who did accumulate and view the game from this area far exceeded the number of people who would be permitted to safely view the Super Bowl game, halftime presentation and post-game presentation in accordance with the relevant safety and fire codes of the City of Arlington, Texas.

116. The viewpoint of the displaced fans, who attempted to view the field of Cowboys Stadium from the aforesaid area outside of the Miller Lite Hospitality area, including Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER, was obstructed by the following: 1.) a motorized vehicle on which two FOX television network cameras were situated that continually moved in front of the area outside the Miller Lite Hospitality area; 2.) S.A.F.E. personnel lined up and facing the crowd with their backs to the field, apparently for security purposes; 3.) several equipment lockers stacked up behind, near and adjacent to the Pittsburgh Steeler bench area; 4.) the Pittsburgh Steeler bench; 5.) the Pittsburgh Steeler players, coaches, trainers and other personnel; 5.) several other individuals, including photographers lined up along the area adjacent to the sidelines extending the entire length of the field; and 6.) other similarly situated displaced fans who were standing in front of each other.



117. As a result of the aforementioned obstructions in view of the playing field, a substantial number of the similarly situated displaced fans who stood in the area outside of the Miller Lite Hospitality area, including Plaintiffs PAUL L. KUTCHER and CYNTHIA P. KUTCHER, could only partially see action on the field by looking through legs of players and others lined up and down the sidelines to the extent their view was not obstructed by any other obstruction referenced in the preceding paragraph, and they were compelled to view the Super Bowl game by looking at a large monitor situated well above the playing field of Cowboys Stadium.

V. CONDITIONS PRECEDENT

118. Plaintiffs have performed all conditions precedent to be performed by Plaintiffs or said conditions precedent have otherwise occurred or been waived.

VI. FIRST CLAIM FOR RELIEF

FRAUDULENT MISREPRESENTATION BY CONCEALMENT (All Plaintiffs v. Defendant NFL)

119. Plaintiffs hereby incorporate Paragraphs No. 1 through No. 118 of this Complaint as though stated more fully herein again at length.

120. At all times prior to the issuance of the aforesaid tickets and through February 6, 2011, Defendant NFL knew the seats identified on the tickets they disbursed to Pittsburgh Steelers Sports, Inc. which were ultimately distributed to Plaintiffs, RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER did not exist and never existed in Cowboys Stadium.



121. At no time prior to February 6, 2011 did Defendant NFL make any reasonable effort to inform any of the ticket holders who purchased tickets designated for non-existent seats in Cowboys Stadium from Pittsburgh Steelers Sports, Inc., including Plaintiffs RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER or CYNTHIA P. KUTCHER, that the tickets distributed to them were for seats that did not and never have existed in Cowboys Stadium.

122. At all times relevant hereto, Defendant NFL issued the aforesaid tickets to Pittsburgh Steelers Sports, Inc. that were ultimately distributed to Plaintiffs RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER with the intention that the Plaintiffs, as ticket holders of the aforesaid tickets to designated seats in Cowboys Stadium for Super Bowl XLV, would rely upon said tickets to be able to enter Cowboys Stadium on February 6, 2011 and be entitled to sit in the seat designated on said ticket to watch Super Bowl XLV.

123. At all times relevant hereto, Defendant NFL knew or should have known that Plaintiffs RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER would have relied upon the representation indicated on the aforementioned tickets that were distributed to said Plaintiffs were for seats that actually existed in Cowboys Stadium.

124. At all times relevant hereto, Defendant NFL, through its own actions and the actions of its aforementioned agents, intentionally concealed and wrongfully failed to disclose to the Plaintiffs the following information that said Defendant either knew or should have known to have been true:

- a. The Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were distributed to the Plaintiffs never existed in Cowboys



Stadium;

- b. The Section, Row and Seat designated on each of the aforesaid tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs were for “temporary seats” that Defendant NFL and its agents had contemplated for construction in Cowboys Stadium;
- c. The Section, Row and Seat designated on each of the aforesaid tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs was subject to the terms of a Commercial Building Permit that was issued by the City of Arlington that required “phased approval” and was “conditionally issued” per Section 106.3.3 of the 2003 International Building Code, pursuant to which the holder of such a building permit proceeds “at the holder’s own risk with the building operation and without assurance that a permit for the entire structure shall be granted”;
- d. Several issues were brought to the attention of Defendant NFL by the City of Arlington prior to the issuance of said tickets to Pittsburgh Steelers Sports, Inc. and their ultimate distribution to Plaintiffs negating the likelihood that an occupancy permit would be issued for the Section, Row and Seat designated on each of the tickets to Super Bowl XLV on or prior to February 6, 2011;
- e. The construction of the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs was delayed or disrupted as a result of the failure of Defendant NFL and its agents to insure the subcontractors retained to construct said seats did so in a timely and reasonably prudent manner;
- f. Defendant NFL and its agents desired to simply assume the risk for the safety of the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs in the event that an Occupancy Permit for the seats designated on said tickets was not issued by the City of Arlington on or prior to February 6, 2011; and
- g. In spite of its knowledge that no Occupancy Permit would be issued by the City of Arlington for the spectator seat corresponding with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by Plaintiffs, Defendant NFL had no contingency plan in place by which alternative spectator seats inside of Cowboys Stadium were to be provided for each Plaintiff to watch Super Bowl XLV.



125. At all times relevant hereto, Defendant NFL intentionally withheld providing any information to the Plaintiffs RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER that the seats identified on the tickets issued to said Plaintiffs for Super Bowl XLV did not exist in Cowboys Stadium and that no contingency plan existed by which alternative spectator seats inside of Cowboys Stadium was to be provided for each Plaintiff to watch Super Bowl XLV in the event that an Occupancy Permit for said tickets was not issued by the City of Arlington.

126. At all times relevant hereto, Plaintiffs relied upon the representations made on the aforesaid tickets to Super Bowl XLV that were ultimately possessed by them that said tickets were for spectator seats that actually existed in Cowboys Stadium, and they had no knowledge of the truth of any of the matters referenced in Paragraph No. 124 above.

127. As a direct and proximate result of the aforesaid intentional concealment by Defendant NFL that the seats identified on the tickets issued to Plaintiffs RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER for Super Bowl XLV did not exist in Cowboys Stadium, said Plaintiffs each have sustained substantial damages, including but not limited the cost of their tickets, travel-related expenses, round-trip airfare, lodging, automobile, food and beverages, vacation time, and other expenses, as well as loss of a once in a lifetime opportunity to view Super Bowl XLV live from a spectator seat inside Cowboys Stadium.

128. The aforementioned conduct of Defendant NFL was extreme and outrageous and constitutes willful or wanton misconduct or reckless indifference to the



rights and safety of Plaintiffs RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER, thereby entitling said Plaintiffs to punitive damages.

VII. SECOND CLAIM FOR RELIEF

BREACH OF CONTRACT (All Plaintiffs v. Defendant NFL)

129. Plaintiffs hereby incorporate Paragraphs No. 1 through No. 128 of this Complaint as though stated more fully herein again at length.

130. Defendant NFL distributed the aforementioned tickets that were ultimately distributed to the Plaintiffs to Pittsburgh Steelers Sports, Inc., a member and agent of Defendant NFL.

131. At the time Pittsburgh Steelers Sports, Inc. accepted receipt of their aforementioned allotment of tickets to Super Bowl XLV, it did so as a member and agent of Defendant NFL.

132. At the time Pittsburgh Steelers Sports, Inc. accepted the payment of money from the Plaintiffs to participate in a lottery by which a portion of the aforementioned allotment of tickets distributed to Pittsburgh Steelers Sports, Inc., it did so as a member and agent of Defendant NFL.

133. At the time Pittsburgh Steelers Sports, Inc. issued tickets to Super Bowl XLV to the Plaintiffs, it did so as a member and agent of Defendant NFL.

134. At the time Pittsburgh Steelers Sports, Inc. issued tickets to Super Bowl XLV to the Plaintiffs, Defendant NFL, by the actions of one of its members or agents, formally accepted the offer of the Plaintiffs to purchase tickets to Super Bowl XLV.



135. Pursuant to the express terms stated on each ticket to Super Bowl XLV that was distributed to the Plaintiffs, Defendant NFL owed a duty to allow each holder of said ticket entry into Cowboys Stadium and to insure that a spectator seat was available to the holder of each said ticket.

136. It was the reasonable expectation of the Plaintiffs that each ticket issued to them for Super Bowl XLV referenced a Section, Row and Seat Number to a seat that was or would be in actual existence in Cowboys Stadium on February 6, 2011.

137. Each of the Plaintiffs fully and completely performed all conditions precedent expected of them pursuant to the terms of the ticket to Super Bowl XLV that was ultimately distributed to them.

138. None of the Plaintiffs performed any action that would have given rise to any of them being ejected from Cowboys Stadium after they were granted admission to Cowboys Stadium upon presentation of their respective ticket for said admission, and at no time while each of the Plaintiffs were present inside of Cowboys Stadium during Super Bowl XLV was any said Plaintiff advised by any representative of Defendant NFL or Defendant DALLAS COWBOYS that any said Plaintiff had engaged in any action that would give rise to allowing any of the Plaintiffs to be ejected from Cowboys Stadium.

139. Defendant NFL breached its obligation under the terms of the terms of the tickets to Super Bowl XLV that were ultimately distributed to each Plaintiff by failing to provide a spectator seat to each said Plaintiff within Cowboys Stadium from which to watch Super Bowl XLV.

140. As a direct and proximate result of the aforementioned breach by Defendant NFL, each of the Plaintiffs has sustained damages, including but not limited to



the cost of their tickets, roundtrip airfare and other travel-related expenses, and their expectation interest (the loss of value to each Plaintiff) emanating from their ability to watch Super Bowl XLV from a spectator seat located inside of Cowboys Stadium.

VIII. THIRD CLAIM FOR RELIEF

NEGLIGENCE/GROSS NEGLIGENCE

(All Plaintiffs v. Defendant NFL)

141. Plaintiffs hereby incorporate Paragraphs No. 1 through No. 140 of this Complaint as though stated more fully herein again at length.

142. In the alternative to their claim for breach of contract against Defendant NFL, Plaintiffs assert this claim in the event that it is determined by the Court or Trier of fact that sufficient facts do not exist to establish the existence of a valid contract between each of the Plaintiffs and Defendant NFL to support a claim for breach of contract against Defendant NFL.

143. At all times relevant hereto, Defendant NFL and its aforementioned agents owed to each of the Plaintiffs the following duties:

- a. to use ordinary care, skill and prudence to permit each Plaintiff, as a valid ticket holder to Super Bowl XLV, the opportunity to enter into Cowboys Stadium on February 6, 2011 and to be granted a spectator seat from which to watch Super Bowl XLV;
- b. to use ordinary care, skill and prudence in insuring Defendant NFL or its agents obtained a building permit in a timely manner from the City of Arlington so as to complete construction of the temporary seats in Cowboys Stadium by February 6, 2011 that corresponded with the Section, Row and Seat designated on the aforesaid tickets to Super Bowl XLV possessed by each Plaintiff;
- c. to use ordinary care, skill and prudence in constructing the temporary seats in Cowboys Stadium that corresponded with the Section, Row and Seat designated on the tickets to Super Bowl XLV possessed by each Plaintiff



so that an Occupancy Permit could be issued by the City of Arlington in time to allow the Plaintiffs to occupy said seats to watch Super Bowl XLV;

- d. to use ordinary care, skill and prudence in complying with each of the requirements and conditions precedent imposed by the terms of the Commercial Building Permit issued by the City of Arlington for the construction of the temporary seats in Cowboys Stadium that corresponded with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV possessed by each Plaintiff;
- e. to use ordinary care, skill and prudence in selecting any and all subcontractors, including but not limited to those retained by the aforementioned agents of Defendant NFL, so that construction of the temporary seats in Cowboys Stadium which corresponded with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV possessed by each Plaintiff on February 6, 2011 was completed on or before February 6, 2011;
- f. to use ordinary care, skill and prudence in employing or otherwise retaining sufficient personnel so that construction of the temporary seats in Cowboys Stadium which corresponded with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV possessed by each Plaintiff on February 6, 2011 was completed on or before February 6, 2011;
- g. to use ordinary care, skill and prudence in issuing tickets to Super Bowl XLV to Pittsburgh Steelers Sports, Inc. that corresponded to seats which were in actual existence or for which an occupancy permit had been acquired from the City of Arlington at the time said tickets were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc.;
- h. to use ordinary care, skill and prudence in informing Pittsburgh Steelers Sports, Inc. that some of the tickets to Super Bowl XLV issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. corresponded with seats that were not in actual existence and for which no occupancy permit had been acquired from the City of Arlington at the time said tickets were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc.;
- i. to use ordinary care, skill and prudence in timely issuing any press releases or otherwise providing candid information through other means reasonably calculated or expected to have informed the holders of tickets to Super Bowl XLV, whose tickets designated the Section, Row and Seat to temporary seating that had not been completed and for which no Occupancy Permit was issued by the City of Arlington, that the spectator



seat designated on said tickets did not exist in Cowboys Stadium and would not be available on February 6, 2011;

- j. to use ordinary care, skill and prudence in informing the Plaintiffs in a timely manner that the tickets to Super Bowl XLV that they possessed and were issued by Pittsburgh Steelers Sports, Inc. did not exist in Cowboys Stadium at the time they were issued to and from Pittsburgh Steelers Sports, Inc.;
- k. to use ordinary care, skill and prudence in informing the Plaintiffs that the tickets to Super Bowl XLV that they possessed and that were issued by Pittsburgh Steelers Sports, Inc. were subject to the terms of the aforementioned Building Permit that was issued by the City of Arlington; and,
- l. to use ordinary care, skill and prudence in formulating a plan by which alternative seating inside of Cowboys Stadium could be provided for each Plaintiff to watch Super Bowl XLV, in spite of having sufficient advance notice of the likelihood that the seats designated on the aforementioned tickets to Super Bowl XLV possessed by the Plaintiffs would not be completed prior to February 6, 2011 and that no Occupancy Permit would be issued by the City of Arlington for said seats.

144. Defendant NFL wrongfully failed to use ordinary care, skill and prudence in performing each of the aforementioned duties referenced in Paragraph No. 143 above.

145. As a direct and proximate result of the aforesaid failure(s) of Defendant NFL to use ordinary care, skill and prudence in performing each of the aforementioned duties referenced in Paragraph No. 143 above, Plaintiffs have each sustained substantial damages, including but not limited to the cost of their tickets, travel expenses, hotel accommodations, loss of vacation time, loss of a once in a lifetime opportunity to view Super Bowl XLV live from inside Cowboys Stadium in a spectator seat and other expenses.

146. The aforementioned conduct of Defendant NFL constitutes “gross negligence”, and therefore, Plaintiffs are entitled to punitive or exemplary damages.



IX. FOURTH CLAIM FOR RELIEF

NEGLIGENCE/GROSS NEGLIGENCE (All Plaintiffs v. Defendant DALLAS COWBOYS)

147. Plaintiffs hereby incorporate Paragraphs No. 1 through No. 146 of this Complaint as though stated more fully herein again at length.

148. At all times relevant hereto, Defendant DALLAS COWBOYS and its aforementioned agents owed to each of the Plaintiffs the following duties:

- a. to use ordinary care, skill and prudence to permit each Plaintiff, as a valid ticket holder to Super Bowl XLV, the opportunity to enter into Cowboys Stadium on February 6, 2011 and to be granted a spectator seat from which to watch Super Bowl XLV;
- b. to use ordinary care, skill and prudence in insuring Defendant DALLAS COWBOYS or its agents obtained a building permit in a timely manner from the City of Arlington so as to complete construction of the temporary seats in Cowboys Stadium by February 6, 2011 that corresponded with the Section, Row and Seat designated on the aforesaid tickets to Super Bowl XLV possessed by each Plaintiff;
- c. to use ordinary care, skill and prudence in constructing the temporary seats in Cowboys Stadium that corresponded with the Section, Row and Seat designated on the tickets to Super Bowl XLV possessed by each Plaintiff so that an Occupancy Permit could be issued by the City of Arlington in time to allow the Plaintiffs to occupy said seats to watch Super Bowl XLV;
- d. to use ordinary care, skill and prudence in complying with each of the requirements and conditions precedent imposed by the terms of the Commercial Building Permit issued by the City of Arlington for the construction of the temporary seats in Cowboys Stadium that corresponded with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV possessed by each Plaintiff;
- e. to use ordinary care, skill and prudence in selecting any and all subcontractors, including but not limited to those retained by the aforementioned agents of Defendant DALLAS COWBOYS, so that construction of the temporary seats in Cowboys Stadium which corresponded with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV possessed by each Plaintiff on February 6, 2011 was completed on or before February 6, 2011;



- f. to use ordinary care, skill and prudence in employing or otherwise retaining sufficient personnel so that construction of the temporary seats in Cowboys Stadium which corresponded with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV possessed by each Plaintiff on February 6, 2011 was completed on or before February 6, 2011;
- g. to use ordinary care, skill and prudence in informing Pittsburgh Steelers Sports, Inc. that some of the tickets to Super Bowl XLV issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. may have corresponded with seats which were not in actual existence and for which no occupancy permit had been acquired from the City of Arlington at the time said tickets were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc.;
- h. to use ordinary care, skill and prudence in timely issuing any press releases or otherwise providing candid information through other means reasonably calculated or expected to have informed the holders of tickets to Super Bowl XLV, whose tickets designated the Section, Row and Seat to temporary seating that had not been completed and for which no Occupancy Permit was issued by the City of Arlington, that the spectator seat designated on said tickets did not exist in Cowboys Stadium and would not be available on February 6, 2011;
- i. to use ordinary care, skill and prudence in informing the Plaintiffs in a timely manner that the tickets to Super Bowl XLV that they possessed and were issued by Pittsburgh Steelers Sports, Inc. did not exist in Cowboys Stadium at the time they were issued to and from Pittsburgh Steelers Sports, Inc.;
- j. to use ordinary care, skill and prudence in informing the Plaintiffs that the tickets to Super Bowl XLV that they possessed and that were issued by Pittsburgh Steelers Sports, Inc. were subject to the terms of the aforementioned Building Permit that was issued by the City of Arlington; and,
- k. to use ordinary care, skill and prudence in formulating a plan by which alternative seating inside of Cowboys Stadium could be provided for each Plaintiff to watch Super Bowl XLV, in spite of having sufficient advance notice of the likelihood that the seats designated on the aforementioned tickets to Super Bowl XLV possessed by the Plaintiffs would not be completed prior to February 6, 2011 and that no Occupancy Permit would be issued by the City of Arlington for said seats.



149. Defendant DALLAS COWBOYS wrongfully failed to use ordinary care, skill and prudence in performing each of the aforementioned duties referenced in Paragraph No. 148 above.

150. As a direct and proximate result of the aforesaid failure(s) of Defendant DALLAS COWBOYS to use ordinary care, skill and prudence in performing each of the aforementioned duties referenced in Paragraph No. 148 above, Plaintiffs have each sustained substantial damages, including but not limited to the cost of their tickets, travel expenses, hotel accommodations, loss of vacation time, loss of a once in a lifetime opportunity to view Super Bowl XLV live from inside Cowboys Stadium in a spectator seat and other expenses.

151. The aforementioned conduct of Defendant DALLAS COWBOYS constitutes “gross negligence”, and therefore, Plaintiffs are entitled to punitive or exemplary damages.

X. FIFTH CLAIM FOR RELIEF

VIOLATION OF PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (All Plaintiffs v. Defendant NFL)

152. Plaintiffs hereby incorporate Paragraphs No. 1 through No. 151 of this Complaint as though stated more fully herein again at length.

153. Defendant NFL is a “person” pursuant to the terms of Section 201-2(2) of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

154. Each of the aforementioned tickets to Super Bowl XLV issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. that were ultimately possessed by each



of the Plaintiffs constitutes “documentary material” pursuant to the terms of Section 201-2(1) of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

155. Each of the tickets to Super Bowl XLV that were ultimately possessed by the Plaintiffs was purchased by the Plaintiffs primarily for personal purposes.

156. The aforementioned actions of Defendant NFL in issuing the aforesaid tickets to Super Bowl XLV to Pittsburgh Steelers Sports, Inc. that were ultimately possessed by each of the Plaintiffs constitutes “trade” or “commerce” as defined by Section 201-2(3) of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

157. Defendant NFL has engaged in the following actions in relation to the issuance of the aforesaid tickets to Super Bowl XLV to Pittsburgh Steelers Sports, Inc. that were ultimately possessed by each of the Plaintiffs:

- a. issuing said tickets to Super Bowl XLV to with the tacit representation that the Section, Row and Seat designated on each said ticket corresponded with a spectator seat that was in actual existence inside of Cowboys Stadium;
- b. issuing said tickets to Super Bowl XLV with the tacit understanding that the person who possessed said ticket on February 6, 2011 would be entitled to entry into Cowboys Stadium and would be provided a spectator seat inside of Cowboys Stadium from which to watch Super Bowl XLV;
- c. concealing information that the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs were for “temporary seats” that did not exist in Cowboys Stadium and for which Defendant NFL and its agents had contemplated for construction in Cowboys Stadium;
- d. concealing information that the Section, Row and Seat designated on each of the aforesaid tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs was subject to the terms of a Commercial Building Permit that was issued by the City of Arlington that required “phased approval” and was



“conditionally issued” per Section 106.3.3 of the 2003 International Building Code, pursuant to which the holder of such a building permit proceeds “at the holder’s own risk with the building operation and without assurance that a permit for the entire structure shall be granted”;

- e. concealing information that several issues were brought to the attention of Defendant NFL by the City of Arlington prior to the issuance of said tickets to Pittsburgh Steelers Sports, Inc., their ultimate distribution to Plaintiffs and prior to February 6, 2011, negating the likelihood that an occupancy permit would be issued on or before February 6, 2011 for the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. and ultimately possessed by Plaintiffs;
- f. concealing information that the construction of the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs was delayed or disrupted as a result of the failure of Defendant NFL and its agents to insure the subcontractors retained to construct said seats did so in a timely and reasonably prudent manner;
- g. concealing its intention to simply assume the risk for the safety of the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs in the event that an Occupancy Permit was not issued by the City of Arlington on or prior to February 6, 2011; and
- h. concealing it had no contingency plan in place by which alternative spectator seats inside of Cowboys Stadium were to be provided for each Plaintiff to watch Super Bowl XLV, in spite of its knowledge that no Occupancy Permit would be issued by the City of Arlington for the spectator seat corresponding with the Section, Row and Seat designated on each of the tickets to Super Bowl XLV that were distributed by Pittsburgh Steelers Sports, Inc. and ultimately possessed by Plaintiffs.

158. The aforesaid actions of Defendant NFL referenced in Paragraph No. 157 above constitute “unfair methods of competition” and “unfair or deceptive acts of practices” pursuant to the following provisions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law: Section 201-2(4)(ii), Section 201-2(4)(iii),



Section 201-2(4)(v), Section 201-2(4)(vii), Section 201-2(4)(xi), and Section 201-2(4)(xxi).

159. The aforesaid actions of Defendant NFL referenced in Paragraph No. 157 above constitute unlawful actions proscribed by Section 201-3 of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

160. As a direct and proximate cause of the aforementioned unlawful actions of Defendant NFL, Plaintiffs have suffered substantial economic losses, including but not limited to the cost of their tickets, travel expenses, hotel accommodations, loss of vacation time, loss of a once in a lifetime opportunity to view Super Bowl XLV live from inside Cowboys Stadium in a spectator seat and other expenses.

161. Pursuant to Section 201-9.2 of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, Plaintiffs are entitled to a judgment in an amount up to three times the actual damages sustained, but not less than One Hundred Dollars (\$100.00), and the Court may provide such additional relief as it deems necessary and proper, including punitive damages.

162. In addition, Plaintiffs are entitled reimbursement for all reasonable attorney's fees and costs incurred as a result of bringing this action pursuant to Section 201-9.2 of the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

XI. SIXTH CLAIM FOR RELIEF

FRAUDULENT INDUCEMENT (All Plaintiffs v. Defendant NFL)

163. Plaintiffs hereby incorporate Paragraphs No. 1 through No. 162 of this Complaint as though stated more fully herein again at length.



164. At all times prior to the aforementioned issuance of the tickets to Super Bowl XLV by Defendant NFL to Pittsburgh Steelers Sports, Inc., Defendant NFL performed the following actions with the intention to induce the Plaintiffs to enter a lottery conducted by Pittsburgh Steelers Sports, Inc. for the purchase of tickets to Super Bowl XLV:

- a. made affirmative representations that tickets Defendant NFL issued to Pittsburgh Steelers Sports, Inc. would be authentic and not counterfeit;
- b. made affirmative representations that tickets Defendant NFL issued to Pittsburgh Steelers Sports, Inc. would designate a particular Section, Row and Seat that existed in Cowboys Stadium or would exist in Cowboys Stadium on or before February 6, 2012;
- c. intentionally concealed information that the Section, Row and Seat designated on each of the tickets to Super Bowl XLV which were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs were for “temporary seats” that Defendant NFL and its agents had contemplated for construction in Cowboys Stadium and that did not exist inside of Cowboys Stadium;
- d. intentionally concealed information that the Section, Row and Seat designated on each of the aforesaid tickets to Super Bowl XLV which were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs was subject to the terms of a Commercial Building Permit issued by the City of Arlington that required “phased approval” and was “conditionally issued” per Section 106.3.3 of the 2003 International Building Code, pursuant to which the holder of such a building permit proceeds “at the holder’s own risk with the building operation and without assurance that a permit for the entire structure shall be granted”;
- e. intentionally concealed information that several issues were brought to the attention of Defendant NFL by the City of Arlington prior to the issuance of said tickets to Pittsburgh Steelers Sports, Inc. and their ultimate distribution to Plaintiffs, negating the likelihood that an occupancy permit would be issued on or before February 6, 2011 for the Section, Row and Seat designated on each of the tickets to Super Bowl XLV which were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs; and



- f. intentionally concealed information that Defendant NFL had no contingency plan in place, by which alternative spectator seats inside of Cowboys Stadium were to be provided for each Plaintiff to watch Super Bowl XLV in the event that no Occupancy Permit was issued by the City of Arlington for the seats designated on the tickets to Super Bowl XLV that were issued by Defendant NFL to Pittsburgh Steelers Sports, Inc. and ultimately possessed by the Plaintiffs, in spite of possessing information issued by the City of Arlington questioning whether the construction of said seats would be completed on or before February 6, 2012 and knowing Defendant NFL had expressly assumed the risk that construction of said seats would not be completed and no Occupancy Permit would be issued for said seats by the City of Arlington.

165. Each of the aforesaid actions of Defendant NFL referenced in Paragraph No. 164 above involve misrepresentations of material facts upon which the Plaintiffs relied in deciding to purchase tickets to Super Bowl XLV through the aforementioned lottery conducted by Pittsburgh Steelers Sports, Inc.

166. Each of the aforesaid actions of Defendant NFL referenced in Paragraph No. 164 (a) and (b) above involved representations of material facts that Defendant NFL either knew or should have known were false at the time they were made, or that Defendant NFL made with reckless disregard as to whether they were true or false.

167. Each of the aforesaid actions of Defendant NFL referenced in Paragraph No. 164 (c) through (f) involve concealment of material facts that Defendant NFL knew or should have known would have been material to Plaintiffs' decision to purchase tickets to Super Bowl XLV through the aforementioned lottery conducted by Pittsburgh Steelers Sports, Inc.

168. Each of the aforesaid actions of Defendant NFL referenced in Paragraph No. 164 involving affirmative representations of material facts by Defendant NFL were made by Defendant NFL with the intention of misleading Plaintiffs into relying upon said representations.



169. Each of the aforesaid actions of Defendant NFL referenced in Paragraph No. 164 involving concealment of information by Defendant NFL were made by Defendant NFL with the intention of misleading Plaintiffs into relying upon the information so concealed.

170. Plaintiffs justifiably relied upon each of the affirmative representations made by Defendant NFL as being true when said Plaintiffs decided to purchase tickets to Super Bowl XLV through the aforementioned lottery conducted by Pittsburgh Steelers Sports, Inc.

171. Plaintiffs also justifiably relied upon the non-existence of the aforesaid information concealed when said Plaintiffs decided to purchase tickets to Super Bowl XLV through the aforementioned lottery conducted by Pittsburgh Steelers Sports, Inc.

172. As a direct and proximate result of the Plaintiffs' aforementioned reliance upon the affirmative representations and concealment of information by Defendant NFL as described in Paragraph No. 164 above, Plaintiffs each sustained substantial economic losses, including but not limited to the cost of their tickets, travel expenses, hotel accommodations, loss of vacation time, loss of a once in a lifetime opportunity to view Super Bowl XLV live from inside Cowboys Stadium in a spectator seat and other expenses.

173. The aforementioned conduct of Defendant NFL was extreme and outrageous and constitutes willful or wanton misconduct or reckless indifference to the rights and expectations of Plaintiffs RICHARD POLLOCK, CHERYL POLLOCK, PAUL L. KUTCHER and CYNTHIA P. KUTCHER, thereby entitling said Plaintiffs to punitive damages.



XII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter a judgment in their favor against the Defendants as follows:

a. As to Plaintiffs' First Claim for Relief for Fraudulent Misrepresentation by Concealment against Defendant NFL, Plaintiffs request an award of all economic damages suffered by Plaintiffs, punitive or exemplary damages, reimbursement of all reasonable attorney's fees incurred as a result of bringing this action, court costs, pre-judgment interest, post-judgment interest, and such other relief as the Court deems appropriate, just and proper;

b. As to Plaintiffs' Second Claim for Relief for Breach of Contract against Defendant NFL, Plaintiffs request an award of all economic damages suffered by Plaintiffs, including their expectation interest (the loss of value to each Plaintiff) emanating from their inability to watch Super Bowl XLV from a spectator seat located inside of Cowboys Stadium, reimbursement of all reasonable attorney's fees incurred as a result of bringing this action, court costs, pre-judgment interest, post-judgment interest, and such other relief as the Court deems appropriate, just and proper;

c. As to Plaintiffs' Third Claim for Relief for Negligence/Gross Negligence against Defendant NFL, Plaintiffs request an award of all economic damages suffered by Plaintiffs, punitive or exemplary damages, reimbursement of all reasonable attorney's fees incurred as a result of bringing this action, court costs, pre-judgment interest, post-judgment interest, and such other relief as the Court deems appropriate, just and proper;



d. As to Plaintiffs' Fourth Claim for Relief for Negligence/Gross Negligence against Defendant DALLAS COWBOYS, Plaintiffs request an award of all economic damages suffered by Plaintiffs, punitive or exemplary damages, reimbursement of all reasonable attorney's fees incurred as a result of bringing this action, court costs, pre-judgment interest, post-judgment interest, and such other relief as the Court deems appropriate, just and proper;

e. As to Plaintiffs' Fifth Claim for Relief for Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law against Defendant NFL, Plaintiffs request an award of all economic damages suffered by Plaintiffs, treble damages, punitive or exemplary damages, reimbursement of all reasonable attorney's fees incurred as a result of bringing this action, court costs, pre-judgment interest, post-judgment interest, and such other relief as the Court deems appropriate, just and proper; and

f. As to the Plaintiffs' Sixth Claim for Relief for Fraudulent Inducement against Defendant NFL, Plaintiffs request an award of all economic damages suffered by Plaintiffs, punitive or exemplary damages, reimbursement of all reasonable attorney's fees incurred as a result of bringing this action, court costs, pre-judgment interest, post-judgment interest, and such other relief as the Court deems appropriate, just and proper.

XIII. DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues triable by jury.



Dated: February ____, 2012

Respectfully Submitted,

PAUL L. KUTCHER, P.A.

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