

2.

By amending all paragraphs of the original Complaint and First Amended Complaint so that the Second Amended Complaint shall read as follows:

“I.

This is a suit in equity authorized and instituted pursuant to Title VII of the Civil Rights Act of 1964, 2 U.S.C. Section 2000e *et seq.* and the Civil Rights Act of 1991, 105 Stat. 1071 and the Equal Pay Act of 1963. Jurisdiction of this Court is invoked pursuant to 42 U.S.C. Section 2000e-5(f) and U.S.C. Section 1343 (4). Declaratory relief is sought under 28 U.S.C. Section 2201 and 2202. The jurisdiction of this Court is invoked to secure protection of and to redress deprivation of those rights of the plaintiffs, Melanie Kramer and Sylvia Alfortish, secured by 42 U.S.C. Section 2000e *et seq.*, providing for injunctive and other relief against sex discrimination, including pregnancy discrimination, sexual harassment, hostile workplace environment and retaliation in employment.

II.

This is also a suit authorized and instituted pursuant to the Family & Medical Leave Act of 1993, 29 USCA §§ 2601 *et seq.* Jurisdiction of this Court is invoked pursuant to 28 USCA § 1331. The jurisdiction of this Court is invoked to seek the protection of and to redress deprivation of those rights of the plaintiff, Melanie Kramer, which are secured under the Family & Medical Leave Act, 29 USCA § 2601 *et seq.*, providing for relief against prohibited acts deemed unlawful by the employer in interfering with and/or restraining and/or denying the exercise or attempted exercise of rights under the Family & Medical Leave Act. Venue under 28 USCA § 1391 is proper in this district as the challenged practices occurred within the jurisdiction of the United States District Court for the

Eastern District of Louisiana. The defendants are employers within the meaning of 29 USCA § 2601 *et seq.*, employing more than fifty (50) employees on a full-time permanent basis.

III.

This is also an action brought by the plaintiffs, Melanie Kramer and Sylvia Alfortish, under the Fair Labor Standards Act [“the Act” or “FLSA”], 29 U.S.C. § 201 *et seq.*, to enjoin and redress violations of minimum wages and overtime pay requirements of Sections 206 and 207 of the Act. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331. This action is authorized and instituted pursuant to Section 216(b) of the Act. Venue, under 28 U.S.C. § 1391, is proper in this district as the challenged employment practices occurred within the jurisdiction of the United States District Court for the Eastern District of Louisiana. At all relevant times, the defendants have been continuously doing business in the State of Louisiana and have been engaged in an industry affecting commerce within the meaning of 29 U.S.C. § 203, and is an “employer” subject to the Fair Labor Standards Act, as defined at 29 U.S.C. § 203.

THE PARTIES

IV.

Plaintiffs, Melanie Kramer and Sylvia Alfortish, are Caucasian female citizens of the United States who, at all times pertinent herein, reside in the State of Louisiana and the Parish of Jefferson.

V.

Defendant, New Orleans Louisiana Saints also known as The New Orleans Saints, is a partnership and/or sole proprietorship licensed to do and doing business in the Parish of Jefferson, State of Louisiana;

Defendant, Tom Benson, a person of the full age of majority and domiciled in the Parish of Jefferson, State of Louisiana, is an owner and/or partner of The New Orleans Saints;

Defendant, Benson Football, Inc., a foreign corporation licensed to do and doing business in the Parish of Jefferson, State of Louisiana, is a partner and/or owner and/or managing entity of The New Orleans Saints;

Defendant, Benz-Saints Management Company, L.C., a foreign limited liability company licensed to do and doing business in the Parish of Jefferson, State of Louisiana, is a partner and/or owner and/or managing entity of The New Orleans Saints.

Upon information and belief, the defendants, Tom Benson, Benson Football, Inc. and/or Benz-Saints Management Company, L.C., owned and/or managed the defendant, New Orleans Louisiana Saints also known as The New Orleans Saints, and directed its day-to-day management decisions which adversely affected plaintiffs, Melanie Kramer and Sylvia Alfortish.

THE TITLE VII AND EQUAL PAY ACT VIOLATIONS

VI.

This is a proceeding for a declaratory judgment as to plaintiffs' rights and for a permanent injunction restraining defendants from maintaining a policy, practice, custom or usage of discriminating against plaintiffs because of gender, because of pregnancy (Melanie Kramer only), further restraining the defendants from imposing upon the female employees unequal standards of discipline and evaluation, from adversely impacting the female employees in their "restructuring" of The New Orleans Saints organization, further restraining the defendants from denying female employees promotional opportunities and equal pay opportunities, from maintaining a hostile

workplace, from sexual harassment of the female employees, and from retaliation against plaintiffs because of the exercise of their civil rights.

VII.

All conditions precedent to jurisdiction under 42 U.S.C. Section 2000e-5(f)(3) have occurred or been complied with, to wit: a charge of employment discrimination was filed by Ms. Kramer with the Equal Employment Opportunity Commission within 300 days from the date of the commission of the unfair employment practices; a Notification of Right to Sue was received from the Equal Employment Opportunity Commission on May 16, 2001; a Complaint by Melanie Kramer was filed within ninety (90) days of receipt of the Notification of Right to Sue.

Similarly, a charge of employment discrimination was filed by Sylvia Alfortish with the Equal Employment Opportunity Commission within 300 days from the date of the commission of the unfair employment practices; a Notification of Right to Sue was received from the Equal Employment Opportunity Commission on August 22, 2001; the Complaint of Sylvia Alfortish was filed within ninety (90) days of receipt of the Notification of Right to Sue.

VIII.

This Complaint also seeks restitution to plaintiffs, Melanie Kramer and Sylvia Alfortish, of all rights, privileges, benefits and income that would have been received by them but for the defendants' unlawful, intentional and tortious practices under Title VII.

IX.

But for the unlawful employment practices alleged below, Melanie Kramer would have continued to work for the defendant, The New Orleans Saints. Plaintiff, a college graduate with a

degree in marketing, commenced her employment with the New Orleans Saints on March 7, 1997, which position she held until her unlawful termination on or about March 8, 2000. As an Administrative Assistant, her job duties included, but were not limited to, making arrangements for summer training camp for the employees in her department.

In addition, aside from her “camp” responsibilities, Ms. Kramer was to handle all correspondence, communications, answering the telephone, sending faxes and all other office administrative duties in her department. She also was responsible for the non-graphic production of the play books and was responsible for coordinating with the printer, ordering the binders, and merging the graphics with the text of those play books. She was also responsible for assimilating all of the data for the scouting books. Her duties also encompassed rotating Saturdays to cover for the receptionist along with other female staff members. No male staff members were required to cover for the receptionist on Saturdays.

X.

Plaintiff, Melanie Kramer, commenced her employment with The New Orleans Saints with the expectation that there would be promotional opportunities within an organization of that size, especially given the fact that plaintiff held a Bachelor’s of Science in Marketing from Indiana State University. Despite the fact that she held such a degree, that she had worked in an assistant managerial capacity for one year post-college and that she had an excellent work history with The New Orleans Saints, plaintiff was afforded no opportunities for advancement as no opportunities were made known to her through job postings or any other means reasonably calculated to give her employees notice of any such opportunities.

XI.

In addition to the fact that the defendants afforded Melanie Kramer no promotional opportunities, approximately five or six weeks before her termination, plaintiff was forced to endure a barrage of sexually suggestive comments made by her new supervisor. Her new supervisor, together with other of his male co-workers made numerous demeaning remarks about her. Plaintiff had not had this problem with her former supervisor so she chose to ignore the remarks or act as if they did not bother her, all in an effort to get along with her new supervisor, in the hopes that such remarks would cease when he realized she was not interested in him.

At about this same time, Ms. Kramer had notified her supervisor of her pregnant condition so as to apprise him when she would be taking a brief period of family leave, for four-to-six weeks. Ms. Kramer did assure him, however, that she could in fact fulfill all of her duties, including attendance at summer camp from mid-July to early August of 2000. The plaintiff's child was due to be born in late August/early September of 2000. Her supervisor expressed doubt as to her ability to fulfill her job and, second, he made sexually suggestive remarks regarding her anatomy. Further, he made other remarks to her about her unmarried state, her being pregnant, and inquiring as to her interest in staying with her fiancée. In addition, her supervisor would make comments to the effect that perhaps she was not committed to her fiancée and that she should be after someone with money. Then the supervisor would flash her a stack of currency.

XII.

Despite these offensive remarks which occurred over a five to six-week time frame prior to Melanie Kramer's termination (which time-frame coincided with the commencement of her new

supervisor's employment with The New Orleans Saints), plaintiff continued to politely rebuff her new supervisor because she wanted to perform her job in a professional manner. Accordingly, she did not bring his remarks to anyone's attention because she believed, wrongly, that she had resolved the issue without causing anyone embarrassment.

Plaintiff avers that the supervisor's repeated offensive remarks, together with the close connection in time between Ms. Kramer's announcement to her supervisor that she was pregnant, his lack of time in the position to judge her performance, her excellent work history preceding her new supervisor's arrival, and the supervisor's abrupt firing of her demonstrate the real reasons for her termination, those being that she was being terminated for unlawful causes, *i.e.*, Title VII gender/pregnancy discrimination and retaliation due to not responding to her supervisor's sexual advances. As a result of the actions taken by her employer, plaintiff avers that she was forced to work in a hostile environment and was retaliated against by her employer for rebuffing her new supervisor.

XIII.

Plaintiff, Melanie Kramer, also avers that she was adversely impacted by the alleged "restructuring" by the defendants. On plaintiff's pink slip, the defendant's official "position" was that there was a "restructuring" and that her position was "eliminated"; however, a white male, Ms. Kramer's replacement, was given less secretarial duties, the same other responsibilities which Ms. Kramer handled or like job duties which Ms. Kramer could have handled, given her experience. Her male replacement was given an increase in pay over that which Ms. Kramer was making.

XIV.

Further, plaintiff, Melanie Kramer, was told by her supervisor, at the time that he fired her, that he would talk to Arnold Fielkow (the Director of Administration) and set something up with him because he thought there were a couple of positions open in ticket sales. When plaintiff met with Mr. Fielkow the next day, Mr. Fielkow told her that there were some positions open in ticket sales, but the positions paid much less than what plaintiff had been making. Plaintiff then inquired of Mr. Fielkow if there were any marketing positions open which positions would have been considered either lateral or promotional in that the pay would have been equal or greater than that which she was making as an Administrative Assistant.

Mr. Fielkow told her there were none, despite the fact that there were at least two or more openings which were filled by males shortly after plaintiff's departure. Plaintiff was never called to interview for those positions despite the fact that Mr. Fielkow knew she needed another job and that she had a marketing degree, as he had commented on it in their meeting.

XV.

Plaintiff, Melanie Kramer, has suffered emotional distress, humiliation, concern over her financial well-being and that of her family during a time which was most stressful, that being, while she was pregnant. As a result of the defendant's violations, plaintiff, Melanie Kramer has lost substantial income and other benefits associated with her employment, including health benefits.

XVI.

Similarly, but for the unlawful employment practices alleged below, plaintiff, Sylvia Alfortish, would have continued to work for the defendant, New Orleans Louisiana Saints Limited Partnership.

Plaintiff, Sylvia Alfortish, commenced her employment with New Orleans Louisiana Saints Limited Partnership on or about September of 1974, where she worked until her forced resignation/constructive discharge on July 13, 2001. Sylvia Alfortish's first position was that of Public Relations Secretary, a position she held for approximately ten (10) years. During the course of that first ten (10) year period of employment, her job title changed to Public Relations Assistant, with no raise other than cost of living. Her job duties as Public Relations Secretary/Public Relations Assistant during her first ten (10) years for the Saints included such activities as preparing press releases, press packages to the media, arranging player interviews and appearances and dealing with the media on a daily basis.

XVII.

Over the years, plaintiff, Sylvia Alfortish, continued to do public relations work, and in addition to those duties, she was responsible for training the dance team, the Saintsations, and working pre-game and half-time events. In addition to her 8:00 a.m. to 6:00 p.m. obligations to remain at the Saints office during the day, Ms. Alfortish had rehearsals every Tuesday and Thursday night from 7:00 p.m. to 9:00 p.m. from June to December and January through May and she was also responsible for the Saintsations public appearances and working promotions for the Saints. Ms. Alfortish was not paid any overtime for any of the hours she worked above 40 hours, despite the fact that such activities required her to work nights, weekends, mini-camps, drafts, training camps, summer camps and events on Saints' locations.

XVIII.

Plaintiff, Sylvia Alfortish, commenced her employment with the Saints and over the years she

expected that there would be promotional opportunities within an organization of that size, especially given the fact that plaintiff had more tenure and seniority than virtually all of the administrative staff. Although Sylvia Alfortish had work experience which included all phases of public relations and marketing, and although she was familiar with virtually every aspect of the Saints administrative operation, she was afforded no opportunities for advancement and no opportunities were made known to her through job postings or any other means reasonably calculated to give female employees notice of any such opportunities.

XIX.

Over the years, plaintiff, Sylvia Alfortish, repeatedly requested increases in pay when she was given additional duties and despite the fact that she was promised pay raises to be commensurate with her additional responsibilities, she never received same. Plaintiff, Sylvia Alfortish, maintains that males who worked in the administrative/public relations/marketing departments along with Sylvia Alfortish made more money than she did despite the fact that their duties were less onerous and/or they had much less experience than her. Further, these white males were given car allowances and cell phones and other benefits including travel benefits, benefits which Sylvia Alfortish did not have. In addition, these male employees made at least \$20,000.00 to \$30,000.00 more per year than Ms. Alfortish.

XX.

Plaintiff, Sylvia Alfortish, avers that when job openings would become available for which she was qualified (which would enable her to make more money), those openings were not announced nor were there any postings of the jobs to allow competition for the position; rather, males were hired

for those positions without advertising and/or announcing the position. This exclusion of women from the better paying positions and opportunities for promotions occurred during Ms. Alfortish's entire tenure at the Saints, culminating on July 13, 2000 when she was denied an appropriate pay raise in my position as Marketing Assistant/Saintsations Director.

XXI.

Sometime in February of 2000, Mr. Arnold Fielkow was hired as the Senior Vice-President of Administration for the Saints. When he began his employment with the Saints, he informed all staff, including Ms. Alfortish, that every staff position would be evaluated for restructuring and for pay purposes. Mr. Fielkow then required that each and every employee provide him with their job descriptions and a list of their duties in connection therewith. During that same time, in the Spring of 2000, several males were hired in ticket sales, ticket operations and other administrative posts, any number of which positions Ms. Alfortish could have filled had Ms. Alfortish known of the vacancy beforehand. Several of the new male hires in the Spring of 2000 were being hired in salary ranges which were at least \$20,000.00 to \$30,000.00 greater than Ms. Alfortish's then-salary, which led Ms. Alfortish to believe that once her position was evaluated her salary would be increased significantly.

XXII.

Plaintiff, Sylvia Alfortish, made known her concerns about her salary to Mr. Fielkow on several occasions, informing him that she had been underpaid for many years and was expecting compensation commensurate to her responsibilities and tenure. Mr. Fielkow assured her that he was reviewing her position and that there would be a pay raise forthcoming.

XXIII.

Given the fact that Ms. Alfortish was led to believe by Mr. Fielkow that a significant pay increase was forthcoming, when she opened her paycheck for July 1, 2000, and noted that the only pay raise she received was a \$20.00 per pay period increase, she was shocked and dismayed. This menial pay raise was in stark contrast to both new male hires and long-tenured male employees who had positions comparable to that of Ms. Alfortish. On July 13, 2000, upon learning that she would not receive any other pay increase, Ms. Alfortish resigned. Ms. Alfortish maintains that the actions of the defendants resulted in her constructive discharge.

XXIV.

Plaintiff, Sylvia Alfortish, has suffered emotional distress, humiliation, concern over her well-being and that of her family. As a result of the defendant's violations, plaintiff, Sylvia Alfortish has lost substantial income and other benefits associated with her employment.

XXV.

Plaintiffs, Melanie Kramer and Sylvia Alfortish, aver that they were treated differently and/or that their employment was adversely impacted in the following respects:

- a) they were given more onerous job functions than the male workers employed in the same capacity, yet with less pay and less benefits than their male co-workers;
- b) they were afforded no opportunities for advancement as no opportunities were made known to them through job postings or any other means reasonably calculated to give female employees notice of any such opportunities. New positions were announced after the said positions had been filled by the male employees;

- c) they were evaluated, disciplined, and/or terminated using a much more stringent performance criteria than was utilized in evaluating, disciplining and/or terminating the male employees;
- d) they were adversely impacted by the “restructuring” efforts of the defendants due to the fact that certain positions held by female workers were allegedly “restructured” to give male workers an opportunity to fill newly created positions at higher pay than what the female workers had been paid, although the newly created positions could have been held by the female employees;
- e) they were also adversely impacted by the “restructuring” efforts of the defendants due to the fact that certain positions held by female workers were undervalued and given no pay increase whatsoever while certain positions held by male workers or certain positions newly created for male workers were given substantial pay increases;
- f) they were also adversely impacted by the “restructuring” in that female workers’ positions were eliminated without allowing female workers to make lateral or promotional moves into other available openings;
- g) they were adversely treated in other non-exclusive ways, all of which will be shown at the trial of this matter.

Plaintiff, Melanie Kramer, further avers that she has been sexually harassed and/or retaliated against and both plaintiffs aver that they have been subjected to a hostile workplace environment and/or retaliated against due to their voicing of concerns to management.

XXVI.

Plaintiff aver that the defendants intentionally engaged in the pattern of continuing tortious conduct outlined above against them. As a result of the above conduct, the defendants have violated Title VII by unlawfully and intentionally allowing sexual harassment of female workers, engendering a hostile environment in the workplace, allowing pregnancy discrimination, sex discrimination and retaliation with reckless indifference to the plaintiffs' federally protected rights under Title VII and in violation of federal common law. Further, plaintiffs aver that the defendants, by their actions, have violated the Equal Pay Act of 1963, thereby causing the defendants to be liable unto plaintiffs.

XXVII.

Plaintiffs, Melanie Kramer and Sylvia Alfortish, have no plain, adequate or complete remedy at law to redress the wrongs alleged, and this suit for injunctive relief is their only means of securing adequate relief. Plaintiffs are now suffering and will continue to suffer irreparable injury from defendants' policies, practices, customs and usages as set forth herein until and unless enjoined by the Court.

XXVIII.

Plaintiffs, Melanie Kramer and Sylvia Alfortish, further aver that such Title VII violations on the part of the defendants constitute willful and reckless indifference to federally protected rights. As such, plaintiffs are entitled to compensatory damages for emotional distress and anguish, and to punitive/statutory damages in the maximum amount allowed by law, in addition to plaintiffs' pecuniary damages, lost wages, past, present and future, and attorney's fees. As well, plaintiffs are entitled to all costs of expert witness fees, costs of court and for judicial interest from date of demand

until paid.

XXIX.

The revision of Title VII of the Civil Rights Act of 1964 entitle plaintiffs to a trial by jury. Further, plaintiffs' other claims are entitled to be tried by a jury.

THE FAMILY AND MEDICAL LEAVE ACT VIOLATIONS

XXX.

Plaintiff, Melanie Kramer, re-urges and re-avers all of the allegations contained in this Second Amended Complaint. Plaintiff, Melanie Kramer, further avers that as a result of the above conduct, defendants have violated The Family and Medical Leave Act by unlawfully and intentionally interfering with and/or restraining or denying the exercise or attempted exercise of rights to which the former employee plaintiff, Melanie Kramer, was entitled under FMLA, and this Complaint seeks restitution to the plaintiff, Melanie Kramer, of all rights, privileges, benefits and income that would have been received by her but for the defendants' unlawful, intentional and tortious practices.

XXXI.

As a result of the defendants' FMLA violations, plaintiff, Melanie Kramer, alleges that she has suffered mental anguish and emotional distress over losing her job. In addition, plaintiff, Melanie Kramer, has lost benefits and back pay. Plaintiff, Melanie Kramer, also is entitled to recover reasonable attorney's fees and court costs resulting from such conduct. Additionally, Melanie Kramer is entitled to reinstatement and/or lost pay, recovery of reasonable attorney's fees, interest from date of judicial demand, statutory damages and court costs resulting from such conduct.

XXXII.

Plaintiff, Melanie Kramer, further avers that such FMLA violations on the part of the defendants were in willful and reckless indifference to her federally protected rights. As such, plaintiff is entitled to compensatory damages and to statutory damages in the maximum amount allowed by law in addition to attorney's fees. As well, plaintiff, Melanie Kramer, is entitled to and seeks all costs and judicial interest from date of demand until paid, and is entitled to a trial by jury.

THE FAIR LABOR STANDARDS ACT VIOLATIONS

XXXIII.

Plaintiffs, Melanie Kramer and Sylvia Alfortish, re-urge and re-aver all of the allegations contained in this Second Amended Complaint. In addition to the above violations, the defendants have violated the Fair Labor Standards Act with respect to the maintaining of records and to the calculation of overtime for its non-exempt staff, including Ms. Kramer and Ms. Alfortish. The defendants had no bonafide agreement with their employees regarding any alternative method of keeping or calculating overtime permissible under the Act and, as such, the defendants have failed and/or refused to keep the appropriate books and records regarding employee overtime worked.

During the course of plaintiffs' tenure, they regularly and routinely worked in excess of forty hours per week. Plaintiffs aver that they should have been paid for those excess hours at the statutory overtime rate of one and one-half times their normal hourly wage for each hour worked in excess of forty hours per week. Instead, defendants either paid plaintiffs no additional wages whatsoever for hours worked over forty and/or plaintiffs were paid only straight time or half time for hours worked over forty. As such, plaintiffs received either no additional compensation for hours worked over forty

or the inappropriate compensation. These practices on the part of defendants are in violation of the overtime provisions of the FLSA, 29 U.S.C. § 207. No exemption under the Act applies to excuse defendants' failure to pay the appropriate overtime wages to plaintiffs.

XXXIV.

In addition to the minimum wage and overtime violations alleged herein, defendants also engaged in prohibited acts by failing to properly record the working time of its non-exempt employees, in violation of the record-keeping requirements of Section 11(c) of the FLSA, 29 U.S.C. § 211(c).

XXXV.

Inasmuch as defendants have willfully violated provisions of the Act, plaintiffs demand payment for all compensation due and owing for three (3) years prior to the day of filing this action, in accordance with 29 U.S.C. § 255(a). Plaintiffs demand from the defendants an additional amount, equal to the total compensation due, as liquidated damages pursuant to 29 U.S.C. §§ 216 and 269. In accordance with 29 U.S.C. § 216, plaintiffs demand from defendants reasonable attorneys' fees, interest from date of judicial demand until paid, and such costs as may be required to prosecute this action.

WHEREFORE, plaintiffs, Melanie Kramer and Sylvia Alfortish, pray that this Court deem this Second Amended Complaint as just and sufficient, and in compliance with this Court's Order, advance this case on the docket, order a speedy hearing at the earliest practicable date, cause this case to be in every way expedited and on such hearing to the Court, that it:

1. Enter a declaratory judgment that the practices complained of herein are unlawful and

violative of Title VII of the Civil Rights Act of 1964, and its amendments and the Equal Pay Act of 1963;

2. Permanently enjoin the defendants, their agents, successors, officers, employees, attorneys and those acting in concert with them from engaging each of the unlawful practices, policies, customs and usages set forth herein, and from continuing any and all of the practices shown to be in violation of applicable law;
3. Order modification or elimination of practices, policies, customs set forth herein and all other such practices shown to be in violation of applicable law;
4. Compensate and make whole plaintiffs for all earnings, wages and other benefits they would have received but for the unlawful, intentional discrimination by defendants and by their unlawful violations of Title VII, of the Equal Pay Act of 1963, of The Family & Medical Leave Act and of the Fair Labor Standards Act;
5. Award plaintiffs the costs and disbursements of this action, including reasonable attorney's fees in accordance with 42 U.S.C. Section 1988, 1000e-5(k), as amended, and pursuant to Title VII, the Equal Pay Act of 1963, The Family & Medical Leave Act and the Fair Labor Standards Act;:
6. Award plaintiffs the costs of any and all expert witness fees pursuant to the above statutes;
7. Award plaintiffs punitive and/or statutory damages in the maximum amount allowed by law pursuant to the above statutes;
8. Award plaintiffs compensatory damages, including but not limited to, damages for

their emotional distress and anguish in an amount to be determined by the evidence presented, together with judicial interest from date of demand until paid, pursuant to the relief afforded in the above statutes;

9. Award plaintiffs their actual damages as alleged hereinabove to be established at trial, all as recoverable under the statutes referenced herein;
10. Award plaintiffs reasonable attorney's fees;
11. Grant plaintiffs a trial by jury;
12. Grant all such equitable and other relief as the Court may deem just and proper."

WHEREFORE, plaintiffs, Melanie Kramer and Sylvia Alfortish, pray that this Second Amended Complaint be deemed sufficient and permitted to be filed herein.

Respectfully submitted,



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and Sylvia Alfortish

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon counsel for defendants, via facsimile transmission, this 19th day of June, 2002.



PAULA PERRONE