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14 ELGIN BAYLOR

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

17 **ELGIN BAYLOR,**

18 Plaintiff,

19 vs.

20 **NATIONAL BASKETBALL**
21 **ASSOCIATION; THE LOS ANGELES**
22 **CLIPPERS; DONALD STERLING;**
23 **RICHARD ANDY ROESER; AND DOES**
24 **1-20, INCLUSIVE,**

25 Defendants.

) Case No. BC 407604

)
) **FIRST AMENDED COMPLAINT FOR**
) **DAMAGES AND DEMAND FOR JURY**
) **TRIAL FOR:**

) **1. EMPLOYMENT DISCRIMINATION**
) **BASED UPON AGE IN VIOLATION OF**
) **GOV. CODE § 12940 ET SEQ;**

) **2. DISCRIMINATORY HARASSMENT**
) **(HOSTILE WORK ENVIRONMENT, GOV.**
) **CODE § 12940, ET SEQ;**

) **3. EMPLOYMENT DISCRIMINATION**
) **BASED RACE IN VIOLATION OF GOV.**
) **CODE § 12940 ET SEQ;**

) **4. RETALIATION IN OPPOSITION TO**
) **DISCRIMINATION IN VIOLATION OF**
) **GOV. CODE § 12940, ET SEQ;**

) **5. WRONGFUL TERMINATION IN**
) **VIOLATION OF PUBLIC POLICY);**

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1 Plaintiff, ELGIN BAYLOR, for his Complaint against Defendants, NATIONAL
2 BASKETBALL ASSOCIATION, THE LOS ANGELES CLIPPERS, DONALD STERLING, and
3 RICHARD ANDY ROESER alleges:

4 1. ELGIN BAYLOR (hereinafter referred to as “Mr. BAYLOR” or “Plaintiff”), a
5 former NBA Executive Vice President and General Manager charges that he has suffered severe
6 and continuing injury, including severe economic and non-economic injuries as a result of
7 unlawful and wrongful conduct engaged in by the Defendants, individually and/or corporately.
8 Consequently, in this action, Mr. BAYLOR seeks an award of economic, non-economic and
9 punitive damages, as well as an award of reasonable attorney’s fees.
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11 2. Each of the fictitiously named Defendants DOES 1 through 20, inclusive, are sued
12 pursuant to Code of Civil Procedure Section 474, because Mr. BAYLOR does not know their
13 names and/or capacities at this time. Plaintiff will seek leave of the court to amend this complaint
14 when the true names and capacities of these DOE Defendants have been ascertained.
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16 3. Each Defendant is sued as a joint-tortfeasor, aider-and-abetter, co-conspirator, joint
17 venturer, partner, officer, and/or agent of every other Defendant, acting within the course and
18 scope of such status, relationship, conspiracy and/or agency unless otherwise specified. Reference
19 made in this complaint to “Defendants, and each of them,” shall be deemed to mean the acts of all
20 Defendants acting jointly and/or severally and/or as joint-tortfeasors and aiders-and-abettors
21 and/or co-conspirators acting in furtherance of a targeted goal unless otherwise stated.
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23 4. At all times material to this action:

24 (a) Plaintiff ELGIN BAYLOR was and is, at all times relevant to this action, a
25 resident of the County of LOS ANGELES, State of California;

26 (b) Upon information and belief, Defendant NATIONAL BASKETBALL
27 ASSOCIATION (hereinafter, “NBA”) was at all times material to this action, a business entity
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1 comprised of 30 professional basketball teams spread, and doing business, throughout the United
2 States, including the State of California;

3 (c) Upon information and belief, Defendant, LOS ANGELES CLIPPERS
4 (hereinafter, "LA CLIPPERS") was at all times material to this action and is now, a partner and/or
5 joint venturer of the NBA with a facility located within the County of Los Angeles, State of
6 California; and engaged in business activities with other NBA partners and/or joint venturers
7 throughout the United States.
8

9 (d) Upon information and belief, Defendant, DONALD STERLING was
10 at all times material to this action, an NBA owner and/or managing agent of the NBA,
11 through Defendant LOS ANGELES CLIPPERS, a partner/joint venturer of the NBA, and a
12 resident of the County of Los Angeles, State of California;
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14 (e) Upon information and belief, Defendant, RICHARD ANDY
15 ROESER was at all times material to this action, an NBA officer, and a managing agent
16 through Defendant LOS ANGELES CLIPPERS, a partner/joint venturer of the NBA, and a
17 resident of the County of Los Angeles, State of California;
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19 **INTRODUCTORY PARAGRAPHS**

20 5. The NBA publicly claims the community service activities that are physically
21 performed or engaged in by the individual NBA teams, players and staff as its own.
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23 6. The NBA in various public communications, admits that it is in partnership with
24 the individual NBA Teams.

25 7. The NBA self publicly promotes that the individual teams are its own.

26 8. The NBA publicly claims ownership of the players in the NBA without regard to
27 which of the 30 NBA Teams on which they play.
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1 9. The NBA publicly claims ownership of the game of professional basketball as
2 played by the 30 NBA Teams.

3 10. The NBA publicly claims diversity in employment based upon its employment of
4 the more than 80 international players on the different NBA Teams.

5 11. The NBA publicly claims that “Equal employment opportunity is a fundamental
6 principle at the NBA”.

7 12. The NBA publicly claims...“that all employment decisions will be based on merit
8 and valid job qualifications and will be made without regard to race... age... or any... status or
9 character protected by applicable federal, state or local law.”

10 13. The “NBA’s Non-Discrimination Policy” is a human resources policy applicable to
11 the entire NBA, including all of the NBA Teams.

12 14. Despite having a “Non-Discrimination Policy”, the NBA, as evidenced by Mr.
13 BAYLOR’S situation, including, but not limited to egregious salary disparities unrelated to merit,
14 showed disregard for non-public conduct offensive to its written policy.

15 15. The NBA identifies its 30 teams as a vehicle through which it performs community
16 services in fulfillment of its social responsibilities.

17 16. The NBA, and its Executive Director David Stern, oversees and administers all
18 NBA programs that are designed to orient, educate and enhance the NBA players assigned to the
19 30 NBA Teams, without regard to the NBA Team to which the player(s) is assigned.

20 17. The NBA establishes, implements and enforces policies, including human
21 resources policies affecting Team management, player personnel, discipline, compensation,
22 conduct, hiring, speech, dress and other policies whenever, and to the extent, it serves the NBA’s
23 public image and self interest.

24 18. The NBA is a partner or joint venturer with the individual teams for the negotiation
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1 of contracts with the NBA Players Association (Union) that set and/or impacts terms, conditions
2 and benefits (including compensation) of employment.

3 19. The individual teams (including the CLIPPERS) cannot, without the NBA,
4 negotiate contracts that set the terms, conditions and benefits of employment for the players that
5 wear uniforms with the teams' name.

6 20. The NBA coordinates "players" social responsibility efforts.

7 21. The NBA actively monitors and regulates the conduct of all NBA personnel on a
8 daily basis without regard to the team to which the personnel is assigned.

9 22. The NBA actively directs the conduct of all executive staff and players who work
10 for the NBA without regard to team assignments.

11 23. The NBA carefully regulates the activities of all owners, executive staff, and
12 players employed in the NBA without regard to team assignment.

13 24. The NBA monitors, supervises and controls all aspects of NBA basketball from
14 officers to players, to coaches to executive and owners and actively engages in important human
15 resources functions that include compensation and discipline.

16 25. The NBA makes and enforces personnel and conduct policies that apply to all
17 owners, executive staff and players employed in the NBA without regard to the team assigned.

18 26. The NBA sets and controls the amount of money that member teams can expend
19 for players without incurring a penalty from the NBA.

20 27. The NBA actively engages in and/or implements disciplinary action against
21 owners, executive staff, members and players on any of its teams whenever it concludes that the
22 conduct of such person has been (or is) improper or potentially injurious to its economic interests.

23 28. The NBA claims to actively exert its authority, power and influence in personnel
24 matters to encourage the hiring of qualified minorities for roles other than as players.
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1 29. The NBA fines owners, executives and players for any conduct that it concludes is
2 injurious to its public image and/or its economic interests of the NBA, without regard for the team
3 (partner and/or joint venturer) to which the owner, executive and/or player is directly associated.

4 30. The NBA suspends (and even bans) team owners, executives and players for what
5 it assesses to be offensive conduct.

6 31. The NBA exercises disciplinary authority and rights to control the conduct and
7 actions of persons who work as executives, including General Managers in the NBA.

8 32. Both the NBA and the CLIPPERS involve themselves in issues of player and
9 executive compensation.

10 33. The NBA purports to employ a non-discrimination policy relative to teams,
11 personnel, and executives.

12 34. The NBA acts as a joint supervisor relative to the actions and conduct of personnel
13 who work in the NBA as owners, executives and players.

14 35. The relationship between NBA and the individual teams is so intricate that the
15 actions of any NBA player, coach, official, executive or owner, connected in any manner with the
16 game of professional basketball is the action of the NBA.

17 36. The NBA claim as “NBA Cares,” ownership to all of the charitable activities that
18 individual players and teams engage in during the course of the year.

19 37. The NBA is actively engaged in human resources functions, including but not
20 limited to setting the amount of money that teams can expend on player personnel.

21 38. The NBA is actively involved in the human resource function of determining which
22 team(s) employees (players) can work for through its decision making authority over trades that
23 individual teams may desire to implement.

24 39. Teams are not independent and/or free to spend with impunity from the NBA.
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1 40. Teams are not independent and/or free to make decisions regarding their player
2 personnel without the NBA's approval.

3 41. The NBA decides whether players' religious and/or political speech and conduct
4 will be accepted or punished.

5 42. The NBA claims ownership of all the players that make up the individual teams.

6 43. The NBA monitors the speech and conduct of the individual team Owners, General
7 Managers and Players, and implements disciplinary actions against them whenever it decides the
8 speech or conduct is offensive or improper.

9 44. The individual teams are without the authority to function without the NBA.

10 45. Together with team owners and executives (including GM's) the NBA actively
11 engages in, regulates and conducts the drafting of players in conjunction with the 30 NBA Teams
12 who are its partners and/or joint venturers.

13 46. On a daily basis, the NBA acts as the legislature (rules maker), the executive (the
14 president) and the judiciary (the judge) for all of professional basketball, affecting operations of all
15 of the teams, owners, executives and players.

16 47. The individual teams are dependant upon the NBA to tell them whether their
17 desired personnel decisions can move forward.

18 48. The NBA disciplines individual team owners, general managers and players.

19 49. The NBA intervenes to dictate and/or override disciplinary decisions made by
20 individual teams relative to various player personnel actions.

21 50. The individual teams are dependent upon the NBA to set their travel and play
22 schedules.

23 51. At all relevant times mentioned here, Mr. BAYLOR was an African American
24 male over the age of 40.

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1 52. Mr. BAYLOR was a star player and role model in the NBA for many years before
2 his retirement from player status.

3 53. Mr. BAYLOR, a basketball Hall of Famer, joined the NBA executive ranks in the
4 position of Executive Vice President/General Manager (hereinafter “GM”) with the CLIPPERS in
5 or about April 1986.

6 54. Throughout his tenure in an executive role, Mr. BAYLOR used his star power and
7 value to benefit the NBA and the CLIPPERS (which was a losing team).

8 55. Throughout his tenure with the CLIPPERS, STERLING repeatedly told Mr.
9 BAYLOR that he did not need a contract because he was a “lifer” and that as long as he was
10 willing to serve as the CLIPPERS’ GM (Executive Vice President/General Manager) the job was
11 his.
12

13 56. Aside from Mr. BAYLOR, the CLIPPERS had no executive with experience and
14 genuine knowledge of professional basketball and player-personnel issues.

15 57. The NBA and the CLIPPERS used Mr. BAYLOR to induce African American
16 players to join the CLIPPERS, despite the Clippers’ reputation of being unwilling to fairly treat
17 and compensate African American players and STERLING’S pervasive and ongoing racist
18 attitude as expressed to then NBA player Danny Manning during 1988 contract negotiations when
19 he said, “I’m offering a lot of money for a poor Black kid”.
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21 58. During his tenure, Mr. BAYLOR noticed disparity in the CLIPPERS’ willingness
22 to fairly compensate players in an effort to retain them, which divided along racial lines.

23 59. During his service as GM, Mr. BAYLOR repeatedly and recurrently pushed to
24 have the CLIPPERS move to fairly compensate deserving African American players in an effort to
25 retain them.
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27 60. Mr. BAYLOR was one of the very few African Americans to serve as an NBA
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1 executive in its entire history despite the large number of African Americans employed as players.

2 61. Commencing around 2004 and thereafter repeatedly recurring each year until his
3 separation in 2008, Defendants STERLING and ROESER employed a campaign to get Mr.
4 BAYLOR to retire or quit, using ageist comments, including repeatedly asking Plaintiff his age;
5 reminding Mr. BAYLOR that he was old enough to retire; asking Plaintiff how long he intended
6 to work as GM, and other related comments and conduct.

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8 62. Repeatedly within each calendar year after 2004 through 2008, Defendants
9 STERLING and ROESER would harass Mr. BAYLOR about his age, pretending that they had
10 forgotten and/or never knew his age, followed by questions of when he planned to give the GM
11 work up.

12 63. Repeatedly, despite his frustration with the inquiry, Mr. BAYLOR answered
13 Defendants' questions and expressed plans to continue as long as his good health and enjoyment
14 of the job continued (both of which maintain to date).

15
16 64. In 2006, the CLIPPERS made the Playoffs – a tremendous accomplishment for this
17 NBA partner/joint venturer.

18 65. In 2006 Mr. BAYLOR'S performance earned him the distinguished selection as
19 "NBA Executive Of The Year".

20
21 66. In reward for a good year in 2006, with the team that G.M. Baylor strategically
22 composed after persuading Defendant Sterling of its potential, the Caucasian Head Coach was
23 given a four (4) year, twenty-two million dollar (\$22,000,000.00) contract and Defendant NBA
24 was aware of this.

25 67. In this same year, Mr. BAYLOR, one of few African American GM's in the NBA,
26 having earned recognition as The Sporting News' "NBA Executive Of The Year" and then earning
27 far less, than Non African American NBA executives serving as General Managers (Executive
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1 Vice President/General Manager), received no pay increase, reward, or other compensation
2 acknowledging his contribution towards the CLIPPER'S success. The NBA was aware of this.

3 68. Repeatedly during Mr. BAYLOR'S tenure, Plaintiff was told by Defendant
4 STERLING that he (STERLING) wanted the CLIPPERS team to be composed of "Poor Black
5 boys from the South" and a White head coach.

6
7 69. In 2006, the CLIPPERS were structured in conformity with STERLING'S dictates.

8 70. In part, because Mr. BAYLOR pursued fair compensation for African American
9 players as far back as Michael Cage, and in part because Sterling treated Plaintiff as a token
10 because of his race, Defendant STERLING told Mr. BAYLOR that he was not to talk to players
11 (or their agents) about money.

12 71. In part, because Mr. BAYLOR himself is African American, STERLING has
13 continually robbed Plaintiff of the authority customarily inherent in the Executive Vice
14 President/General Manager position, including the authority to talk salary and negotiate with
15 players and their agents on behalf of the CLIPPERS within the scope of budgets preset by the
16 owner.

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18 72. In part, because of STERLING'S vision of a Southern Plantation type structure
19 ("Poor "Black kids from the South ... playing for a White coach") and because Sterling relegated
20 Plaintiff's position to token status because of his race, STERLING has continually restricted Mr.
21 BAYLOR from engaging in compensation and related negotiations with African American players
22 and/or their agents.

23
24 73. All salaries paid to players and executives by NBA Teams are reported to the NBA.

25 74. Upon information and belief, the NBA has for many years received salary
26 information from all of its teams relative to their executives, including the position of General
27 Manager (in its various forms including Executive VP/General Manager).
28

1 75. Upon information and belief, for many years the NBA has been aware of the race
2 of all persons serving as General Managers for the different NBA teams.

3 76. From one NBA Team to the next throughout the NBA the material duties and
4 functions of NBA General Managers are, and have been the same.

5 77. The NBA has long employed the principle of comparable pay on a position by
6 position basis for comparable work as a method of ensuring reasonable fairness in compensation.
7

8 78. Mr. BAYLOR, to the extent permitted, has always performed comparable to the
9 highest paid General Managers in the league, using his political capital, reputation and good name
10 for the benefit of the NBA and the CLIPPERS (a persistently poor performing team due
11 historically to ownership actions).

12 79. Upon information and belief, the NBA has long known that Mr. BAYLOR (African
13 American and a true minority in the executive ranks of the NBA) was grossly underpaid when
14 compared to the salaries paid to non-Black NBA General Managers.
15

16 80. While the NBA and Commissioner Stern maintained an image consciousness
17 relative to conduct as trivial as dress code and player interaction with officials, they exhibited
18 disregard for facts strongly suggesting race discrimination relative to Mr. BAYLOR'S annual
19 compensation and general treatment as an NBA executive.
20

21 81. In disregard of its non discrimination policy, the NBA condoned, adopted and
22 ratified this gross pay disparity and differential treatment affecting Mr. BAYLOR, its Hall of
23 Famer and one of its few African American minorities who has been permitted to serve in an
24 executive position long after his playing career ended.

25 82. Despite recognition as NBA Executive of the year in 2006 by The Sporting News,
26 his peers and the professional basketball industry, while non Black General Managers made
27 millions of dollars in annual salary, the NBA was aware that Mr. BAYLOR'S salary has been
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1 frozen at a comparatively paltry \$350,000.00 since 2003.

2 83. Repeatedly and continually since before 2006, Mr. BAYLOR requested the
3 Defendants compensate him fairly, but his efforts were ignored and/or rejected.

4 84. All NBA Team Owners, executives (including GM's) and Players are functional
5 representatives of the NBA and the NBA functionally represents all of the individual NBA Teams.
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7 85. The NBA and all of the Teams individually and collectively operate in an
8 inseparable fashion.

9 86. The position of NBA GM (Executive Vice President/General Manager) is one that
10 customarily carries authorization to assemble a Team, (in consultation with the owner and
11 sometimes the coach), making player personnel decisions and strategically allocating budgeted
12 amounts of money available salaries among players to compose a competitive team, and to
13 actively negotiate and/or assist with the negotiation with players and/or agents for the services of
14 desired players.
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16 87. Defendants acted to render the position in the hand of Mr. BAYLOR a mere "token
17 position," by robbing it of much of its meaningful authority throughout Plaintiff's tenure with the
18 CLIPPERS, while all the time either assigning blame for failures on Mr. Baylor, and/or asking Mr.
19 Baylor to be the front person taking blame for the team's failures and/or asking third parties to
20 write articles assigning blame for team failures on Mr. Baylor..
21

22 88. Prior to the time that current coach Michael Dunleavy was hired, Mr. BAYLOR, as
23 GM and with weeks of advance notice to Defendant STERLING, evaluated available candidates
24 willing to serve as coach for the CLIPPERS and, based on merit qualifications and a view of the
25 best person to lead the team then assembled, ranked Paul Silas (an African American) as his top
26 choice for the team. However, in ambush fashion on the day before Silas was to arrive in Los
27 Angeles for the interview, STERLING informed Mr. BAYLOR that he did not want Mr. Silas
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1 coaching his team and would not meet with him if he came to LA (reinforcing that the racial
2 structure remained important to him and that he wanted a White coach directing the CLIPPERS
3 team of primarily “Poor Black kids”).

4 89. Repeatedly during his tenure, despite being excluded from contract negotiations
5 Mr. BAYLOR would urge Defendant STERLING and the management staff to fairly compensate
6 deserving African American players in order to retain and motivate them.
7

8 90. Defendant STERLING repeatedly told Mr. BAYLOR that he was “giving these
9 poor Black kids an opportunity to make a lot of money”, but rather than offer them a fair market
10 salary, STERLING’S approach was to try to put out negative, and even false information about the
11 African American players, in an effort to reduce their value in the NBA marketplace.
12

13 91. During the period 2007 and 2008, in addition to repeatedly harassing Mr.
14 BAYLOR with inquiries about his age and when he intended to retire, Defendants STERLING
15 and ROESER and the other executives began to conduct secret meetings to address issues that are
16 central to the duties, functions and authority of an NBA GM.

17 92. Beginning around early 2007 until his ouster from the NBA and the CLIPPERS,
18 Defendants STERLING and ROESER stopped informing Mr. BAYLOR of meetings they were
19 planning to discuss matters that normally are within a General Manager’s purview.
20

21 93. From early 2007, General Manager (G.M.) BAYLOR repeatedly expressed interest
22 in the CLIPPERS making a genuine effort to resign players Elton Brand and Corey Maggette, but
23 STERLING and ROESER ignored him, acting as though G.M.BAYLOR’S suggestions were
24 outside the scope of his authority.

25 94. By late 2007 and early 2008, Defendants had begun to act as though Mr. BAYLOR
26 was not an NBA Executive with the CLIPPERS, by isolating him in the workplace leaving him
27 out of business discussions and decisions and forcing G.M. BAYLOR to get his news about the
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1 CLIPPERS from public news reports.

2 95. In late 2007 and early 2008, the CLIPPERS negotiated with a number of its star
3 players but left G.M. BAYLOR completely out of the process.

4 96. In early 2008, Mr. BAYLOR stumbled upon the employment contract of “head
5 coach” Dunleavy and shockingly discovered that the contract provided, among other provisions,
6 that Coach Dunleavy was to also function as the General Manager as needed, a status change that
7 none of the Defendants had bothered to mention to Mr. Baylor.

8 97. Also in early 2008, Defendants STERLING and ROESER excluded G.M.
9 BAYLOR from participating in contract talks between the CLIPPERS and players Brand and
10 Maggette.

11 98. Treating Dunleavy differently than Plaintiff had been treated, Defendants
12 STERLING and ROESER fully authorized Dunleavy, who is White, to talk salary and negotiate
13 contracts with the “Poor Black kids” and the NBA was silently aware of this disparate treatment.

14 99. Although Mr. BAYLOR was officially the CLIPPERS’ Executive Vice
15 President/General Manager, he received the majority of his information involving contract
16 negotiations with Maggette and Brand in the same manner as interested fans and supporters,
17 through the public news media.

18 100. By early to mid 2008, the Defendants had functionally ousted Mr. BAYLOR and
19 intentionally subjected him to repeated humiliating acts that showed disregard for him.

20 101. On or about August 13, 2008, Defendants CLIPPERS, STERLING, ROESER, and
21 DOES 1 through 5 presented Mr. BAYLOR with an unsolicited written document to sign that
22 essentially told Plaintiff that he was retiring and would serve as an NBA Consultant to the
23 CLIPPERS for one year at less than half of his already discriminatorily low salary.

24 102. The cumulative conduct by the Defendants individually and collectively were
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1 overwhelming and had a traumatizing and devastating affect on Mr. BAYLOR.

2 103. On or about August 13, 2008, Defendants terminated Plaintiff from the position as
3 NBA Executive VP/General Manager.

4 104. Prior to the commencement of this action, in or about November 2008, Mr.
5 BAYLOR duly submitted a timely complaint to the Department of Fair Employment and Housing,
6 with regard to the events described in this Complaint, and has received a "Right to Sue Letter"
7 thereby exhausting his administrative requirements.
8

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10 **FOR THE FIRST CAUSE OF ACTION**

11 **(AGE DISCRIMINATION AGAINST DEFENDANTS NBA, CLIPPERS**
12 **AND DOES 1 THROUGH 20)**

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14 105. Mr. BAYLOR incorporates by reference the allegations of paragraphs 1 through
15 104 above as if fully set forth here.

16 106. Defendants, acting as partners and/or joint venturers through team owners,
17 officers, partners and/or managing agents (acting on behalf of Defendants NBA and/or
18 CLIPPERS), discriminated against Mr. BAYLOR in part because of his age in violation of the
19 California Government Code § 12940, et seq (the Fair Employment and Housing Act).
20

21 107. Defendants, acting as partners and/or joint venturers through team owners,
22 officers, partners and/or managing agents by the acts set forth above (including suspension and
23 termination of Mr. BAYLOR'S employment), discriminated against Mr. BAYLOR in part
24 because of his age.

25 108. By these actions, Defendants, and each of them, unlawfully discriminated against
26 Mr. BAYLOR in violation of Government Code Section 12940 and caused Plaintiff economic
27 losses and physical and mental injuries for which Mr. BAYLOR seeks the recovery of damages in
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1 an amount to be determined according to proof at trial.

2 109. As a direct and legal result of Defendants' actions, jointly and severally, Mr.
3 BAYLOR has been severely injured and harmed economically, emotionally and mentally. Thus,
4 Plaintiff seeks economic and non-economic damages according in an amount to be determined
5 according to proof at trial, together with prejudgment interest pursuant to Civil Code Section
6 3287, 3288 and/or 3291.

8 110. Mr. BAYLOR has incurred, and will further incur, attorneys' fees in the
9 prosecution of this action and, is entitled to an award of reasonable attorney's fees in an amount to
10 be determined according to proof pursuant to Government Code Section 12965(b).

11 Wherefore, Plaintiff prays for judgment as set forth below.

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FOR THE SECOND CAUSE OF ACTION

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(DISCRIMINATORY HARRASSMENT AGAINST DEFENDANTS
NBA, CLIPPERS, STERLING, ROESER AND DOES 1 THROUGH 20)

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111. Mr. BAYLOR incorporates by reference the allegations of paragraphs 1 through
104, and 106 through 109 above as if fully set forth here.

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112. That the Fair Employment and Housing Act and California Law prohibits the
unlawful harassment of employees in the workplace.

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113. That the Defendants and each of them, acting as partners and/or joint venturers
through team owners, officers, partners and/or managing agents by and through STERLING and
ROESER, did willfully harass Mr. BAYLOR by, among other things, repeatedly taunting,
badgering and subjecting Plaintiff to rude and/or demeaning comments about his age and his need
to retire because of his age. Defendants' combined actions constituted harassment and created a
hostile work environment in violation of the Fair Employment and Housing Act.

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114. As a direct and legal result of the above-mentioned acts of each of the Defendants

1 by and through their agents and/or employees (specifically the acts of STERLING and ROESER),
2 Mr. BAYLOR has suffered a loss of earnings and has experienced substantial mental and
3 emotional distress. Mr. BAYLOR thus seeks an award of economic and non-economic damages
4 for this emotional distress against these Defendants in an amount to be determined according to
5 proof at trial.

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7 115. The above-mentioned acts of the Defendants, and each of them, by and through
8 STERLING and ROESER were inherently malicious, oppressive, outrageous and despicable, and
9 these acts evidence conscious disregard of Plaintiff's employment rights. Thus, Mr. BAYLOR
10 seeks the award of punitive damages against all Defendants, including STERLING and ROESER,
11 to punish Defendants and to deter them from engaging in such conduct in the future, all in an
12 amount to be determined according to proof at trial.

13
14 116. Mr. BAYLOR has incurred, and will further incur, attorneys' fees in the
15 prosecution of this action and is entitled to an award of reasonable, allowable attorney's fees in an
16 amount to be determined according to proof.

17 Wherefore, Plaintiff prays for judgment as set forth below.

18
19 **FOR THE THIRD CAUSE OF ACTION**

20 **(RACE DISCRIMINATION AGAINST DEFENDANTS NBA,
21 CLIPPERS AND DOES 1 THROUGH 20)**

22 117. Mr. BAYLOR incorporates by reference the allegations of paragraphs 1 through
23 104, 106 through 109, and 112 through 116 as if fully set forth here.

24
25 118. Each of the Defendants, acting as partners and/or joint venturers through team
26 owners, officers, partners and/or managing agents (acting on behalf of Defendants NBA and/or
27 CLIPPERS), discriminated against Mr. BAYLOR in part because of his race in violation of the
28 California Government Code § 12940, et seq (the Fair Employment and Housing Act).

1 119. Each of the Defendants, acting as partners and/or joint venturers through team
2 owners, officers, partners and/ or managing agents by the acts set forth above (including the
3 suspension and termination of Mr. BAYLOR'S employment), discriminated against him in part
4 because of his race.

5 120. By these actions, each of the Defendants unlawfully discriminated against Mr.
6 BAYLOR in violation of Government Code Section 12940 and caused Plaintiff economic losses
7 and physical and mental injuries all in an amount to be determined according to proof at trial.
8

9 121. As a direct and legal result of each of the Defendants' actions, Mr. BAYLOR has
10 been severely injured and harmed economically, emotionally and mentally. Thus, Plaintiff seeks
11 economic and non-economic damages in an amount to be determined according to proof at trial,
12 together with prejudgment interest pursuant to Civil Code Section 3287, 3288 and/or 3291.
13

14 122. Mr. BAYLOR has incurred, and will further incur, attorneys' fees in the
15 prosecution of this action and, is entitled to an award of reasonable attorney's fees in an amount to
16 be determined according to proof pursuant to Government Code Section 12965(b).

17 Wherefore, Plaintiff prays for judgment as set forth below.
18

19 **FOR THE FOURTH CAUSE OF ACTION**

20 **(RETALIATION FOR OPPOSITION TO DISCRIMINATION AND**
21 **HARASSMENT AGAINST DEFENDANTS NBA,**
22 **CLIPPERS AND DOES 1 THROUGH 20)**

23 123. Mr. BAYLOR incorporates by reference the allegations of paragraphs 1 through
24 104, 106 through 109, 112 through 116, and 118 through 121 as if fully set forth here.

25 124. That the Fair Employment and Housing Act and California Law prohibit retaliation
26 against employees for exercising their employment rights guaranteed under the Fair Employment
27 and Housing Act.
28

1 125. That the Defendants acting as partners and/or joint venturers through team owners,
2 officers, partners and/or managing agents (acting on behalf of Defendants NBA and/or
3 CLIPPERS) did willfully and intentionally retaliate against Mr. BAYLOR by terminating his
4 employment in part because he complained of and/or opposed age and race discrimination and
5 harassment under the Fair employment and Housing Act.

6 126. As a direct and legal result of the above-mentioned acts of each of the Defendants
7 by and through as partners and/or joint venturers through team owners, officers, partners and/or
8 managing agents (specifically the acts of STERLING and ROESER), Mr. BAYLOR has suffered
9 a loss of earnings and has experienced substantial mental and emotional distress. Plaintiff thus
10 seeks an award of economic and non-economic damages for such emotional distress against each
11 of the Defendants all in an amount to be determined according to proof at trial.

12 127. The above-mentioned acts of each of the Defendants were inherently malicious,
13 oppressive, outrageous and despicable, and these acts evidence a conscious disregard of Mr.
14 BAYLOR'S employment rights. Thus, he seeks the award of punitive damages against each of
15 the Defendants to punish the Defendants and to deter them from engaging in such conduct in the
16 future.

17 128. Mr. BAYLOR has incurred attorneys' fees in the prosecution of this action and
18 is entitled to an award of reasonable, allowable attorney's fees in an amount to be determined
19 according to proof at trial.

20 Wherefore, Plaintiff prays for judgment as set forth below.

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25 **FOR THE FIFTH CAUSE OF ACTION**

26 **(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
27 **AGAINST DEFENDANTS NBA, CLIPPERS AND DOES 1 THROUGH 20)**

28 129. Mr. BAYLOR incorporates by reference the allegations of paragraphs 1 through

1 104, 106 through 109, 112 through 116, 118 through 122, and 124 through 128 as if fully set forth
2 here.

3 130. That the Fair Employment and Housing Act and California Constitution embodies
4 public policy in the State of California, and guarantees the protection against discrimination and
5 harassment on the basis of age and race, as well as protection against retaliation for opposition to
6 discrimination and harassment.
7

8 131. That the Defendant did willfully and intentionally violate the public policy of
9 California, by intentionally and maliciously terminating Mr. BAYLOR'S employment because of
10 his age, race and because of his opposition to age and race discrimination and harassment.

11 132. As a direct and proximate result of the aforesaid acts of each of the Defendants,
12 acting as partners and/or joint venturers through team owners, officers, partners and/or managing
13 agents (acting on behalf of Defendants NBA and/or CLIPPERS), Mr. BAYLOR has suffered a
14 loss of earnings and has experienced substantial mental and emotional distress. Plaintiff thus seeks
15 an award of economic and non-economic damages for such emotional distress against each of
16 these Defendants in an amount to be determined according to proof at trial.
17

18 133. The above-mentioned acts of each of these Defendants were inherently malicious,
19 oppressive, outrageous and despicable, and these acts evidence a conscious disregard for Mr.
20 BAYLOR'S employment rights. Thus, Plaintiff seeks the award of punitive damages against each
21 of the Defendants to punish and to deter it from engaging in such conduct in the future.
22

23 134. Mr. BAYLOR has incurred attorneys' fees in the prosecution of this action and is
24 entitled to an award of reasonable, allowable attorney's fees in an amount to be determined
25 according to proof.

26 \\\

27 \\\

28

1 **WHEREFORE**, Plaintiff prays for judgment against all Defendants, jointly and severally,
2 as follows:

3 1. For economic damages, if any, in an amount to be determined according to proof at
4 trial;

5 2. For non-economic damages in compensation for Plaintiff's severe emotional
6 distress that Defendants' actions substantially and/or proximately cause, all in an amount to be
7 determined according to proof at trial;

8 3. For punitive damages against all Defendants in an amount sufficient to punish
9 Defendants and/or to deter them from engaging in such conduct in the future, all in an amount to
10 be determined according to proof at trial.

11 4. For costs of suit, including attorney's fees pursuant to California Government Code
12 Section 12965(b) all in an amount to be determined according to proof;

13 5. For prejudgment interest; and

14 6. For such other relief that this court shall deem proper.

15

16 Dated: _____

LAW OFFICES OF ALVIN L. PITTMAN

17

18

By: _____

ALVIN L. PITTMAN, ESQ.
Attorneys for Plaintiff
ELGIN BAYLOR

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20

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22 Dated: _____

THE DOUGLAS LAW GROUP

23

24

By: _____

CARL E. DOUGLAS, ESQ.
Attorneys for Plaintiff
ELGIN BAYLOR

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REQUEST FOR JURY TRIAL

Plaintiff hereby requests a trial by jury in the above-captioned matter.

Dated: _____

LAW OFFICES OF ALVIN L. PITTMAN

By: _____

ALVIN L. PITTMAN, ESQ.
Attorneys for Plaintiff
Elgin BAYLOR

Dated: _____

THE DOUGLAS LAW GROUP

By: _____

CARL E. DOUGLAS, ESQ.
Attorneys for Plaintiff
Elgin BAYLOR