



4. Night Castle Management is a corporation incorporated in Florida and has a principal place of business at 130 Shore Road, Suite 112, Port Washington, New York 11050. Night Castle Management may be served through its registered agent: Cogency Global Inc., 115 North Calhoun Street, Suite 4, Tallahassee, Florida 32301.

5. Wild Child Touring is a corporation incorporated in Florida and has a principal place of business at 130 Shore Road, Suite 112, Port Washington, New York 11050. Wild Child Touring may be served through its registered agent: Cogency Global Inc., 115 North Calhoun Street, Suite 4, Tallahassee, Florida 32301.

6. PRG is a limited liability company incorporated in Delaware and has a principal place of business at 539 Temple Hill Road, New Windsor, New York 12553. PRG may be served through its registered agent: Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

7. Showpay is PRG's wholly owned subsidiary. Showpay is a shell company that PRG uses to employ road crews for live-event tours. Showpay is a limited liability company incorporated in Delaware and has a principal place of business at 539 Temple Hill Road, New Windsor, New York 12553. Showpay may be served through its registered agent: Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

#### **JURISDICTION, VENUE, AND DISCOVERY CONTROL PLAN**

8. This Court has subject-matter jurisdiction over this civil matter in which the amount in controversy is more than five hundred dollars. *See* TEX. GOV'T CODE § 24.007.

9. This Court has personal jurisdiction over TSO, Night Castle Management, and Wild Child Touring (“TSO Defendants”) because these three interrelated entities regularly conduct business in Texas, intentionally targeted Texas as a marketplace for their 2023 tour (“2023 TSO Tour”) by scheduling multiple concerts in Texas, and acted as Featherston’s joint employers alongside PRG and Showpay. The causes of action alleged in this petition relate to the TSO Defendants’ policies for road crew on the 2023 TSO Tour.

10. This Court has personal jurisdiction over PRG and Showpay because PRG and Showpay regularly conduct business in Texas, including by operating a hub shop in Grand Prairie, Dallas County, Texas, and directed employment communications to Featherston, an individual who resides in Montgomery County, Texas.

11. Venue is proper here because a substantial part of the events or omissions giving rise to the causes of actions detailed herein occurred in Dallas County and because Featherston would have worked in Dallas County but for the unlawful employment practices described herein.

12. Featherston intends that discovery be conducted under level three. *See* TEX. R. CIV. P. 190.3.

13. Featherston seeks monetary relief over \$1,000,000, exclusive of punitive damages, attorney’s fees, interest, and costs.

## FACTUAL BACKGROUND

14. The TSO Defendants operate as related enterprises to organize concert tours. Upon information and belief, the TSO Defendants share common ownership, management, and offices.

15. PRG provides lighting equipment and related services for large-scale live events, such as concert tours, corporate events, and theater productions.

16. Glow Motion Technologies, LLC, also provides lighting equipment and related services for large-scale live events, such as concert tours.

17. The TSO Defendants contract with companies such as PRG and Glow Motion to equip and service their live tours. PRG and Glow Motion hire road crew on a short-term basis to staff TSO's tours.

18. During the TSO tours described in this complaint, the TSO Defendants contracted with both PRG and Glow Motion to manage different aspects of the tours' lighting needs.

19. Showpay functioned as a façade for PRG. Although road crew members signed contracts with Showpay, road crew members were identified as PRG employees by TSO, were subject to PRG's employment policies, and reported directly to PRG staff. PRG and Showpay have the same corporate headquarters and, on information and belief, share common officers and directors.

20. While on tour, the TSO Defendants cooperated with contractors such as PRG, Showpay, and Glow Motion to manage road crew. The TSO Defendants, PRG, Showpay, and Glow Motion coordinated to assign job duties, manage labor relations,

resolve workplace disputes, and establish a chain of command. During and after tours, the TSO Defendants made direct incentive, overtime, and bonus payments to employees of PRG, Showpay, and Glow Motion.

21. The TSO Defendants retained ultimate authority over all individuals who worked on their tours. The TSO Defendants could remove any person from a tour, regardless of whether that person was employed by the TSO Defendants or a contractor.

22. Sexual harassment is commonplace in the live-event industry. Rather than investigate incidents of sexual harassment against women or discipline harassers, companies that provide live-event equipment and services—such as PRG and Showpay—often refuse to rehire women who report sexual harassment.

23. Featherston has worked for PRG as a contract lighting technician on eleven tours and events since 2015.

#### The 2022 TSO Tour

24. In 2022, Featherston worked for PRG as a lighting crew member on a concert tour put on by the TSO Defendants (“2022 TSO Tour”).

25. Amber Robertson, formerly known as Michael Robertson, worked for Glow Motion as a crew chief on the 2022 TSO Tour.

26. Robertson is a biological male who began identifying as a woman in 2021.

27. Robertson is substantially taller and more muscular than Featherston.

28. At the time of the events described in this pleading, Robertson had fully intact male genitalia.

29. In October 2022, before the 2022 TSO Tour began, PRG crew chief Errol Reinhardt told crew member Brenna Rae Stone that he planned to instruct Featherston not to drink alcohol on the tour bus. Reinhardt publicly admitted that Reinhardt feared that Featherston would report sexual harassment because “Jess is a white, Texan woman, who’s Christian and a Republican,” and Reinhardt believed that Featherston would “say something” if Robertson “crossed a line.”

30. Featherston and Robertson remained on friendly terms throughout the 2022 TSO Tour. The fact that Robertson was transgender did not bother Featherston or negatively affect Featherston’s relationship with Robertson.

31. During the tour, crew members often used the concert venue’s group shower rooms to wash. There were generally two group shower rooms: one designated for men and one designated for women. There were often individual shower stalls as well, but those stalls were available exclusively to men.

32. Robertson used the women’s group shower facilities.

33. The women on the tour agreed to schedule their showers so that each crew member showered immediately after their work ended.

34. Robertson’s work ended roughly an hour before the other crew members’ work. During the 2022 TSO Tour, Robertson abided by the shower schedule, showering and departing the group shower area before any other crew member showered.

35. The 2022 TSO Tour ended December 30, 2022.

The 2023 Foo Fighters Tour

36. For about two weeks in August 2023, Featherston worked for PRG as a lighting technician on a Foo Fighters concert tour (“2023 Foo Fighters Tour”) while another lighting technician, Lindsey Norman, took a temporary leave of absence.

37. On or about August 12, 2023, and during Featherston’s employment on the 2023 Foo Fighters Tour, PRG’s lighting crew chief, Gerardo Vierna, orally offered to rehire Featherston as a lighting technician during the next Foo Fighters concert tour, which was scheduled to take place the following spring and summer (“2024 Foo Fighters Tour”). The 2024 Foo Fighters Tour was scheduled to commence with a concert in Dallas, Texas.

38. In the ordinary course of business, PRG and Showpay allow a crew chief to make staffing decisions for his or her assigned tours.

39. Vierna offered Featherston a job on the 2024 Foo Fighters Tour due to her extensive experience in rigging and crew management. Featherston’s experience would have allowed for efficient communication between the lighting and rigging departments and would have reduced the need for crew chief oversight.

40. Featherston orally accepted the job offer on or about August 12, 2023.

41. During the remainder of the 2023 Foo Fighters Tour, Vierna mentioned on multiple occasions in front of the rest of the lighting crew that Featherston would return to work on the 2024 Foo Fighters Tour. These comments continued after Norman returned and Featherston left the 2023 Foo Fighters Tour.

42. While Featherston was working on the 2023 Foo Fighters Tour, Niles Anderson, the stage manager, likewise told Featherston that she would be back for the 2024 Foo Fighters Tour.

43. Vierna also offered to rehire the rest of Vierna's 2023 Foo Fighters Tour crew for the 2024 Foo Fighters Tour. Besides Vierna, Norman, and Featherston, that crew included Cody Meskey, Gretchen Adickes, and Andrew McClean.

44. Because Featherston had accepted a job working on the 2024 Foo Fighters Tour, Featherston turned down other offers of employment for the summer of 2024, including rigging opportunities at various festivals. For example, Featherston turned down an offer to work for an event-lighting company for \$750 a day during the summer of 2024.

#### The 2023 TSO Tour

45. Starting on November 15, 2023, Featherston worked for PRG as a lighting technician on the 2023 TSO Tour.

46. Robertson also worked on the 2023 TSO Tour.

47. The women on the 2023 TSO Tour arranged a group shower schedule like the one used without incident during the 2022 TSO Tour.

48. Robertson again finished work about an hour before the other crew members who used the women's group shower facility.

49. Robertson refused to follow the shower schedule during the 2023 TSO Tour. Robertson would often wait forty-five minutes to an hour in the women's group shower room to shower at the same time as other crew members. Robertson would



also often become upset if Robertson was not invited to accompany female crew members to the restroom.

50. For example, on November 17, 2023, in West Virginia, Robertson waited for Featherston and other crew members to enter the women's locker room and then pressured Featherston and the other women to take a group shower. Robertson said, "Hey girls, now that we are all here, let's all get naked and have girls' shower time."

51. On November 18, 2023, in South Carolina, Featherston entered the locker room and found Robertson naked and waiting for a woman to enter the shower room more than forty-five minutes after Robertson's scheduled shower time. Featherston reported that Robertson was in the shower past Robertson's allotted time on the lighting crew's radio channel. Robertson rushed to the radio and claimed that Featherston was lying, and that Robertson had already finished showering when Featherston entered the locker room.

52. Featherston and Stone immediately approached Brian Wong, who held himself out as an employee of "Trans-Siberian Orchestra" and was in fact Wild Child's production manager, and requested that Wong designate some individual shower stalls for women at future venues.

53. Reinhardt, who was working as PRG's lighting crew chief again on the 2023 TSO Tour, mocked Featherston for needing "safe showers" after she approached Wong.

54. On November 19, 2023, in North Carolina, Featherston again encountered Robertson in the women's locker room after Robertson's scheduled

shower time. Robertson was not fully dressed. Robertson became physically and verbally aggressive and told Featherston, "If you felt uncomfortable showering with me, you should have come to me and not production."

55. Featherston immediately reported the altercation to Stone and Wong, expressing concerns for her physical safety.

56. At the next show, the TSO Defendants designated some individual shower stalls for women in addition to the group shower room. As the tour progressed, however, the TSO Defendants did not consistently provide alternative, single-stall shower locations for women.

57. After Featherston and Robertson's altercation on November 19, 2023, Robertson intentionally placed Robertson's soiled underwear in Featherston's sleeping area on the tour bus at least twice. On knowledge and belief, Robertson did so to harass or intimidate Featherston.

58. On another occasion during this same period, while Featherston was lying in bed on the tour bus, Robertson opened the curtains surrounding Featherston's bunk space and screamed, "I'm here!" while sticking Robertson's head directly over Featherston. On knowledge and belief, Robertson did so to harass or intimidate Featherston.

59. Most tour crew members were aware of these incidents. Featherston personally reported them to Wong, as well as to two fellow crew members, Kristopher Killian and Joe Bardellini.

60. The 2023 TSO Tour ended December 30, 2023.

### Post-2023 TSO Tour

61. During the first week of February 2024, Featherston reported Robertson for sexual harassment to Darlene Jones, a PRG labor coordinator. Jones assured Featherston that Featherston's report would not result in any repercussions on future employment opportunities with PRG.

62. Within days of reporting the harassment, on February 15, 2024, Featherston received an email from Chris Townsend, PRG's senior labor coordinator, stating that the 2024 Foo Fighters Tour "will not be a tour for you this year." Townsend alluded to other possible "work options," but did not identify any specific tour or work for Featherston.

63. Less than an hour later, Featherston texted Vierna about Townsend's email. Vierna replied, "Yea that bummed me out too, I had a plan for everyone I wanted in my mind and all set but in Australia due to a crew shortage I got nothing but crew chiefs sent out with me and since it went so well production now wants that every time." As it would turn out, however, PRG would not solely send crew chiefs on the 2024 Foo Fighters Tour, and the fact that Featherston was not a crew chief was not the reason that she was not employed on the 2024 Foo Fighters Tour.

64. Featherston has not received any offers of employment from PRG since Townsend's email on February 15, 2024, despite regularly receiving work from PRG over the preceding eight years.

### 2024 Foo Fighters Tour

65. Besides Featherston, the crew members who had worked for PRG on the 2023 Foo Fighters Tour and that Vierna had invited back—Norman, Meskey, McClean, and Adickes—all worked on the 2024 Foo Fighters Tour. Two other individuals, Steven Strauss and Matthew Leroux, also worked on PRG’s lighting crew for the 2024 Foo Fighters Tour. On information and belief, all these individuals worked on the 2024 Foo Fighters Tour stop in Dallas, Texas.

66. Norman, Meskey, McClean, and Adickes do not typically work as crew chiefs for PRG. PRG has informed Leroux that he will never work as a crew chief for PRG.

67. Strauss was hired to take the crew spot that Featherston would have taken. Strauss had crew chief experience, but Featherston had comparable experience leading large-scale stage builds and rigging calls.

68. Throughout the 2024 Foo Fighters Tour, Strauss’s poor workmanship caused several serious workplace safety issues. He also publicly sexually harassed female employees while on tour. The other lighting crew members raised their concerns about Strauss’s conduct to Vierna, but Vierna said that Strauss could not be fired because “no one was available” to replace Strauss. Throughout the tour, Vierna publicly expressed his wish that Featherston could have been rehired on multiple occasions.

69. No agent of PRG or Showpay contacted Featherston to ask if she was available to replace Strauss on the 2024 Foo Fighters Tour.

70. PRG and Showpay's stated reason for not employing Featherston on the 2024 Foo Fighters Tour—that she did not hold the title of crew chief—was not a motivating factor, or not the sole motivating factor, in PRG and Showpay's decision not to rehire Featherston.

71. To this day, PRG and Showpay refuse to rehire Featherston for any new employment opportunities because she complained about Robertson's sexual harassment.

**COUNT 1 — SEXUAL HARASSMENT (TITLE VII)**  
*Against all Defendants*

72. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

73. Featherston is a woman.

74. Featherston was subject to unwelcome harassment from Robertson due to her sex, and the harassment was severe and pervasive. On one or more occasions, Robertson intentionally exposed Robertson's male genitalia to Featherston, physically and verbally intimidated Featherston, entered Featherston's sleeping area without permission, and placed Robertson's soiled undergarments in Featherston's sleeping area.

75. PRG, Showpay, and the TSO Defendants knew or should have known of the harassment and failed to take adequate and prompt remedial action.

76. Featherston reported Robertson's harassment on multiple occasions, and the fact that the harassment was ongoing was well-known throughout the tour camp.

77. By designating individual shower stalls at some tour stops but not others, by not enforcing a shower schedule for the women's group shower facility, and by taking no other corrective action, PRG, Showpay, and the TSO Defendants failed to protect Featherston from harassment in group shower rooms.

78. PRG, Showpay, and the TSO Defendants also failed to act regarding Robertson's intimidation of Featherston, entering Featherston's sleeping area without permission, or placing Robertson's soiled undergarments in Featherston's sleeping area.

79. PRG's, Showpay's, and the TSO Defendants' repeated failures to remediate the known conditions demonstrate a reckless indifference to Featherston's right to be free from sexual harassment in the workplace.

80. PRG's, Showpay's, and the TSO Defendants' actions injured Featherston.

**COUNT 2 — SEXUAL HARASSMENT (TEX. LAB. CODE § 21.051)**

*Against all Defendants*

81. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

82. Featherston is a woman.

83. Featherston was subject to unwelcome harassment from Robertson due to her sex, and the harassment was severe and pervasive. On one or more occasions, Robertson intentionally exposed Robertson's male genitalia to Featherston, physically and verbally intimidated Featherston, entered Featherston's sleeping area without permission, and placed Robertson's soiled undergarments in Featherston's sleeping area.

84. PRG, Showpay, and the TSO Defendants knew or should have known of the harassment and failed to take adequate and prompt remedial action. Featherston reported Robertson's harassment on multiple occasions, and the fact that the harassment was ongoing was well-known throughout the tour camp.

85. By designating individual shower stalls at some concert venues but not others, by not enforcing a shower schedule for the women's group shower facility, and by taking no other corrective action, PRG, Showpay, and the TSO Defendants failed to protect Featherston from harassment in group shower rooms.

86. PRG, Showpay, and the TSO Defendants also failed to act regarding Robertson's intimidation of Featherston, entering Featherston's sleeping area without permission, or placing Robertson's undergarments in Featherston's sleeping area.

87. PRG's, Showpay's, and the TSO Defendants' repeated failures to remediate the known conditions demonstrate a reckless indifference to Featherston's right to be free from sexual harassment in the workplace.

88. PRG's, Showpay's, and the TSO Defendants' actions injured Featherston.

**COUNT 3 — FAILURE TO REMEDY KNOWN SEXUAL HARASSMENT**  
**(TEX. LAB. CODE § 21.142)**  
*Against all Defendants*

89. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

90. Featherston experienced severe and pervasive sexual harassment. On one or more occasions, Robertson intentionally exposed Robertson's male

genitalia to Featherston, physically and verbally intimidated Featherston, entered Featherston's sleeping area without permission, and placed Robertson's soiled undergarments in Featherston's sleeping area.

91. PRG, Showpay, and the TSO Defendants or their agents or supervisors knew or should have known that the conduct constituting sexual harassment was occurring, and PRG, Showpay, and the TSO Defendants or their agents or supervisors failed to take immediate and appropriate corrective action to cure the repeated sexual harassment.

92. Featherston reported Robertson's harassment on multiple occasions, and the fact that the harassment was ongoing was well-known throughout the tour camp.

93. By designating individual shower stalls at some tour stops but not others, by not enforcing a shower schedule for the women's group shower facility, and by taking no other corrective action, PRG, Showpay, and the TSO Defendants failed to protect Featherston from harassment in group shower rooms.

94. PRG, Showpay, and the TSO Defendants also failed to act regarding Robertson's intimidation of Featherston, entering Featherston's sleeping area without permission, or placing Robertson's undergarments in Featherston's sleeping area.

95. PRG's, Showpay's, and the TSO Defendants' repeated failures to remediate the known conditions demonstrate a reckless indifference to Featherston's right to be free from sexual harassment in the workplace.



96. PRG's, Showpay's, and the TSO Defendants' actions injured Featherston.

**COUNT 4 — DISPARATE TREATMENT (TITLE VII)**  
*Against all Defendants*

97. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

98. Featherston is a woman.

99. Featherston is qualified for her role as a lighting technician. Featherston has over ten years of experience as a lighting technician and a rigger. Because of Featherston's dual specialty in these fields, Featherston can efficiently communicate across departments and needs less supervision than the average employee in Featherston's role. Featherston is known for being dedicated, safe, and inquisitive in the workplace.

100. Reinhardt, a PRG crew chief, publicly admitted that Reinhardt feared that Featherston would report sexual harassment because "Jess is a white, Texan woman, who's Christian and a Republican."

101. At some concert venues during the 2023 TSO Tour, the TSO Defendants provided men with individual shower stalls while not providing women with the same accommodations. This policy resulted in some incidents of sexual harassment described in this complaint.

102. When Featherston reported sexual harassment, PRG and Showpay refused to rehire Featherston because she is a woman who has complained of sexual harassment.

103. PRG and Showpay's refusal to rehire Featherston (and their reason for doing so) conforms to their pattern or practice of sex discrimination when resolving sexual harassment disputes in the workplace.

104. PRG and Showpay replaced Featherston with Strauss, a man, whose job performance was substantially poorer than Featherston's.

105. PRG's, Showpay's, and the TSO Defendants' repeated instances of sex discrimination, and failures to remediate the known discriminatory conditions, demonstrate a reckless indifference to Featherston's rights.

106. PRG's, Showpay's, and the TSO Defendants' actions injured Featherston.

**COUNT 5 — DISPARATE TREATMENT (TEX. LAB. CODE § 21.051)**  
*Against all Defendants*

107. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

108. Featherston is a woman.

109. Featherston is qualified for her role as a lighting technician. Featherston has over ten years of experience as a lighting technician and a rigger. Because of Featherston's dual specialty in these fields, Featherston can efficiently communicate across departments and needs less supervision than the average employee in Featherston's role. Featherston is known for being dedicated, safe, and inquisitive in the workplace.

110. Reinhardt, a PRG crew chief, publicly admitted that Reinhardt feared that Featherston would report sexual harassment because "Jess is a white, Texan woman, who's Christian and a Republican."

111. At some tour stops during the 2023 TSO Tour, the TSO Defendants provided men with individual shower stalls while not providing women with the same accommodations. This policy resulted in some incidents of sexual harassment described in this complaint.

112. When Featherston reported sexual harassment, PRG and Showpay refused to rehire Featherston because she is a woman who has complained of sexual harassment, consistent with their pattern or practice of sex discrimination when resolving sexual harassment disputes in the workplace.

113. PRG and Showpay replaced Featherston with Strauss, a man, whose job performance was substantially poorer than Featherston's.

114. PRG's, Showpay's, and the TSO Defendants' repeated instances of sex discrimination, and failures to remediate the known discriminatory conditions, demonstrate a reckless indifference to Featherston's rights.

115. PRG's, Showpay's, and the TSO Defendants' actions injured Featherston.

**COUNT 6 — RETALIATION (TITLE VII)**  
*Against PRG and Showpay*

116. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

117. Featherston engaged in protected activity under Title VII. Featherston repeatedly complained of Robertson's sexual harassment throughout the 2023 TSO Tour. Featherston also complained of Robertson's sexual harassment to Jones, PRG's labor coordinator, during the first week of February 2024. Jones assured Featherston

that Featherston's report would not affect her future employment opportunities with PRG and Showpay.

118. Contrary to Jones's assurances, PRG and Showpay took adverse employment actions against Featherston. Within days of Featherston's complaint to Jones, on February 15, 2024, PRG and Showpay revoked their offer to Featherston to work on the 2024 Foo Fighters Tour. PRG and Showpay have refused to offer Featherston job opportunities since that time, despite regularly hiring Featherston to work on live events for the previous eight years.

119. Featherston's reports of sexual harassment caused PRG and Showpay to act adversely on Featherston's employment.

120. PRG and Showpay acted in accordance with their pattern or practice of sex discrimination by blacklisting female workers who complain of sexual harassment. PRG and Showpay's claim that Featherston was dropped from the 2024 Foo Fighters Tour because Featherston is not a crew chief is belied by PRG and Showpay's hiring of other crew members who were not crew chiefs—or were crew chiefs in name only. Vierna's understanding that no one was available to replace Strauss contradicts the fact that PRG and Showpay never asked Featherston if she remained available to join the 2024 Foo Fighters Tour.

121. As companies operating in an environment of frequent allegations of sexual harassment, PRG and Showpay knew or should have known that acting adversely on Featherston's employment in response to her reports is unlawful.

122. Accordingly, PRG and Showpay knowingly acted adversely on Featherston's employment, operating with reckless indifference to Featherston's right to report unlawful conduct without fear of retaliation.

123. PRG and Showpay's actions injured Featherston.

**COUNT 7 — RETALIATION (TEX. LAB. CODE § 21.055)**  
*Against PRG and Showpay*

124. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

125. Featherston engaged in protected activity under the Texas Labor Code. Featherston repeatedly complained of Robertson's sexual harassment throughout the 2023 TSO Tour.

126. Featherston also complained of Robertson's sexual harassment to Jones, PRG's labor coordinator, during the first week of February 2024. Jones assured Featherston that Featherston's report would not result in any repercussions on future employment opportunities with PRG and Showpay.

127. PRG and Showpay took adverse employment actions against Featherston. Within days of Featherston's complaint to Jones, on February 15, 2024, PRG and Showpay revoked their offer to Featherston to work on the 2024 Foo Fighters Tour. PRG and Showpay have refused to offer Featherston job opportunities since that time, despite regularly hiring Featherston to work on live events for the previous eight years.

128. Featherston's reports of sexual harassment caused PRG and Showpay's adverse employment action.

129. PRG and Showpay acted in accordance with their pattern or practice of blacklisting female workers who complain of sexual harassment. PRG and Showpay's alternative explanation, that Featherston was dropped from the 2024 Foo Fighters Tour because Featherston is not a crew chief, is belied by PRG and Showpay's hiring of other crew members who were not crew chiefs—or were crew chiefs in name only. Vierna's claim that no one was available to replace Strauss contradicts the fact that PRG and Showpay never asked Featherston if she remained available to join the 2024 Foo Fighters Tour.

130. As companies operating in an environment of frequent allegations of sexual harassment, PRG and Showpay knew or should have known that acting adversely on Featherston's employment in response to her reports is unlawful.

131. Accordingly, PRG and Showpay knowingly acted adversely on Featherston's employment, operating with reckless indifference to Featherston's right to report unlawful conduct without fear of retaliation.

132. PRG and Showpay's actions injured Featherston.

**COUNT 8 — BREACH OF CONTRACT**  
*Against PRG and Showpay*

133. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

134. Vierna and Featherston agreed to a valid and enforceable contract to rehire Featherston for the 2024 Foo Fighters Tour.

135. During the 2023 Foo Fighters Tour in August 2023, PRG lighting crew chief Vierna orally offered Featherston a position as a lighting technician on the

upcoming 2024 Foo Fighters Tour on the same or substantially similar terms as those governing her employment on the 2023 Foo Fighters Tour.

136. As crew chief, Vierna normally decided who worked on his crew for PRG and Showpay. At the time of the offer, Featherston fully understood Vierna's authority to make these decisions.

137. Featherston orally accepted Vierna's offer.

138. The stage manager for the Foo Fighters, Niles Anderson, also told Featherston that she would be returning for the 2024 Foo Fighters Tour. At the time of the offer, the tour was scheduled to run through July 7, 2024.

139. Featherston turned down alternative offers of employment in reliance on her contract with PRG and Showpay for the 2024 Foo Fighters Tour.

140. PRG and Showpay never employed Featherston during the 2024 Foo Fighters Tour. Instead, PRG and Showpay blacklisted Featherston from future employment.

141. PRG and Showpay's actions injured Featherston.

**COUNT 9 — PROMISSORY ESTOPPEL (ALLEGED IN  
THE ALTERNATIVE)**  
*Against PRG and Showpay*

142. Plaintiff realleges all preceding paragraphs as if fully set forth herein.

143. PRG and Showpay made a promise to Featherston to rehire Featherston for the 2024 Foo Fighters Tour. During the 2023 Foo Fighters Tour in August 2023, PRG lighting crew chief Vierna promised Featherston a position as a lighting

technician on the upcoming 2024 Foo Fighters Tour on the same or similar terms governing her employment on the 2023 Foo Fighters Tour.

144. Featherston reasonably and justifiably relied on Vierna's promise. As crew chief, Vierna normally made decisions for PRG and Showpay as to who worked on his crew. Featherston fully understood Vierna's authority to make these decisions at the time of the offer. The stage manager for the Foo Fighters, Niles Anderson, also told Featherston that she would be returning for the 2024 Foo Fighters Tour. As a result, Featherston turned down other offers of employment that would have overlapped with the 2024 Foo Fighters Tour dates. For example, she turned down a job offer from an event-lighting company that would have paid her \$750 a day.

145. Featherston's decision to turn down other offers of employment was a foreseeable consequence of PRG and Showpay's promise of employment to Featherston for the 2024 Foo Fighters Tour.

146. Featherston also lost income from PRG and Showpay that she justifiably relied on receiving, given PRG and Showpay's promise that she would work on the 2024 Foo Fighters Tour. Featherston's loss of income was a foreseeable consequence of PRG and Showpay's promise of employment to Featherston for the 2024 Foo Fighters Tour.

147. PRG and Showpay's actions injured Featherston.

### **CONDITIONS PRECEDENT**

148. All conditions precedent to this suit and Featherston's recovery have been performed, occurred, or waived.



149. Featherston filed charges of discrimination with the Texas Workforce Commission (“TWC”) and the Equal Employment Opportunity Commission (“EEOC”) against TSO, PRG, and Showpay on August 14, 2024.

150. Featherston submitted amended charges of discrimination against TSO, PRG, and Showpay on December 9, 2024. The amended charges related back to the date of the initial charges.

151. Featherston requested right-to-sue letters from TWC on December 19, 2024. TWC mailed right-to-sue letters to Featherston giving Featherston ninety days to file suit on December 19, 2024.

152. Featherston requested right-to-sue letters from EEOC on December 20, 2024. EEOC mailed right-to-sue letters to Featherston giving Featherston ninety days to file suit on December 20, 2024.

153. Plaintiff filed this lawsuit before all applicable administrative deadlines.

154. Night Castle Management and Wild Child Touring received actual notice of the charges of discrimination filed against TSO because Night Castle Management and Wild Child Touring share common ownership, management, and offices with TSO.

155. Night Castle Management responded to the charge filed against TSO and interviewed Brian Wong, a Wild Child Touring employee, in conjunction with Night Castle Management’s investigation.

156. Night Castle Management and Wild Child Touring share an identity of interest with TSO as it regards this litigation. Featherston could not, through reasonable effort, have ascertained the roles of Night Castle Management and Wild Child Touring at the time she filed her charges of discrimination. The interests of TSO, Night Castle Management, and Wild Child Touring are so similar that for the purpose of obtaining voluntary conciliation and compliance, it was unnecessary to name Night Castle Management and Wild Child Touring in the charges. Night Castle Management and Wild Child Touring were not prejudiced by their absence from the administrative proceedings. Moreover, at least one employee of Wild Child Touring, Brian Wong, represented to Featherston that he was an employee of “Trans-Siberian Orchestra.”

### **DAMAGES**

157. Featherston seeks all actual damages available to her by law or at equity.

158. Featherston is entitled to recover punitive damages under 42 U.S.C. § 1981a(b) and Texas Labor Code § 21.2585(a)(2) because Defendants acted with malice or reckless indifference when taking the actions described herein. Featherston is also entitled to punitive damages under Texas Civil Practice and Remedies Code § 41.003 because Defendants acted with malice or gross negligence when taking the actions described herein.

159. Featherston seeks to recover pre- and post-judgment interest at the maximum rate allowed by law or at equity. *See, e.g.*, TEX. FIN. CODE § 304.003

### **EXPERT AND ATTORNEY'S FEES**

160. Featherston is entitled to recover her attorney's fees and expert fees under 42 U.S.C. § 1988(b), Texas Civil Practice and Remedies Code § 38.001, and Texas Labor Code § 21.259(a).

### **JURY DEMAND**

161. Featherston demands a jury trial and tenders the appropriate fee with this petition.

### **PRAYER**

162. Featherston prays that PRG, Showpay, Night Castle Management, Wild Child Touring, and TSO be cited to appear and answer this action and that the Court render final judgment for:

- actual damages for all counts;
- punitive damages for all counts;
- reasonable and necessary attorney's fees for all counts;
- litigation expenses, including expert fees for all counts;
- pre- and post-judgment interest at the highest rate allowed by law or at equity; and
- such further relief, general and special, in law or in equity, to which Featherston may show herself justly entitled.

Respectfully submitted,

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