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12 Attorneys for Plaintiffs

13 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

14 COUNTY OF ALAMEDA

15 LACY T., on behalf of herself and all others )  
16 similarly situated, )  
17 )  
18 Plaintiff, )  
19 )  
20 vs. )  
21 THE OAKLAND RAIDERS, a California )  
22 Limited Partnership and DOES 1 through 20, )  
23 inclusive, )  
24 )  
25 Defendants. )

26 CLASS ACTION

27 **RG 14710815**

28 Case No.

**COMPLAINT FOR VIOLATIONS OF  
THE CALIFORNIA LABOR CODE;  
CALIFORNIA INDUSTRIAL  
WELFARE COMMISSION ORDERS;  
AND CALIFORNIA BUSINESS AND  
PROFESSIONS CODE §§ 17200 AND  
17203, et seq.**

**DEMAND FOR JURY TRIAL**

29 **I. INTRODUCTION**

30 1. The Oakland Raiders ("Raiders"), in flagrant violation of numerous laws of the  
31 State of California, fail to pay those women who work for them as members of the Raiders'  
32 cheering squad (who are referred to as "Raiderettes") for all hours that they work each season.  
33 The Raiders also fail to pay all overtime compensation to the Raiderettes, fail to reimburse them  
34 for certain business expenses, fail to provide them with meal and rest breaks, fail to pay them in  
35 a timely manner, and take unlawful deductions in violation of California law.

36 2. The Raiders also require that, as a condition of employment, every Raiderette  
37 must sign a written employment contract that is replete with provisions which, on their face,

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1 violate California law, including a provision which requires that they waive any future legal  
2 claims that they may have against the team. A copy of that contract is attached hereto as Exhibit  
3 A.

4 3. The Raiders have also adopted policies pursuant to which the Raiderettes are  
5 "fined" for infractions of the Raiderettes' rules and have acknowledged that the imposition of  
6 such fines may result in a Raiderette receiving no compensation, whatsoever, for work that she  
7 performs on behalf of the Raiders.

8 4. Plaintiff Lacy T. worked as a Raiderette for the 2013-2014 football season.

9 5. Plaintiff Lacy T., individually and behalf of all others similarly situated, brings  
10 this class and representative action against the Raiders for failure to pay the minimum wage for  
11 all hours worked, failure to pay all overtime compensation due, failure to reimburse certain  
12 business expenses, failure to provide meal and rest breaks, failure to pay timely, and for taking  
13 unlawful deductions in violation of California law.

## 14 II. PARTIES

15 6. Plaintiff Lacy T. was at all times relevant to this complaint an employee of  
16 Defendant. She is, and was, at all relevant times, a resident of Alameda County, California.

17 7. Upon information and belief, Defendant The Oakland Raiders (the "Raiders") is a  
18 California limited partnership, whose primary place of business is Alameda County, California.

19 8. The true names and capacities, whether individual, corporate, associate or  
20 otherwise, and the true involvement of Defendants sued herein as DOES 1 through 20, inclusive,  
21 are unknown to Plaintiff who therefore sues said defendants by such fictitious names and will  
22 amend this Complaint to show the true names, capacities and involvement when ascertained.

23 Plaintiff is informed and believes and thereon alleges that each of the defendants designated as a  
24 DOE is responsible in some manner for the events and happenings herein referred to, and that  
25 Plaintiff's injuries and damages as hereinafter set forth were proximately caused by said  
26 defendants.

27 9. Plaintiff is informed and believes and thereon alleges that at all times herein  
28 mentioned, each of the defendants sued herein was the agent and/or employee of each of the

1 remaining defendants, and each of them, was at all times acting within the purpose and scope of  
2 such agency and employment.

3 **III. JURISDICTION AND VENUE**

4 10. This Court has jurisdiction over the claims of the Plaintiff and the Class Members  
5 pursuant to California Labor Code sections 218 and 1194.

6 11. The Court has jurisdiction over the Plaintiff's and the Class Members' claims for  
7 injunctive relief and restitution of ill-gotten benefits arising from Defendant's unlawful business  
8 acts and practices under California Business and Professions Code sections 17203 and 17204.

9 12. Venue as to Defendants is proper in this County pursuant to California Code of  
10 Civil Procedure section 395(a). Defendant conducts business, employs Class Members, and has  
11 its main office in this County, and certain events complained of herein occurred in this County.

12 **IV. FACTUAL ALLEGATIONS**

13 13. Raiderettes are required to attend all of the Raiders' preseason, regular season,  
14 and postseason home football games. They are also required to attend and participate in all  
15 practices, rehearsals, fittings, preparations, drills, photo sessions, meetings, and workouts, as  
16 determined and directed by the Raiders. Furthermore, Raiderettes are also required to attend  
17 other events, engagements, or functions on behalf of the Raiders.

18 14. According to the Raider's policies and procedures, as well as the contract the  
19 Raiderettes are required to sign, for each home game at which a Raiderette performs and  
20 participates, the Raiderette is paid a flat fee \$125.00, regardless of the number of hours worked.  
21 Typically, Raiderettes work approximately nine hours on a game-day.

22 15. A Raiderette who does not perform at a game, even if the failure to perform is on  
23 account of her being "benched" by the Raiderette Director, is not paid for the game. According  
24 to the Raiderettes' policies, a Raiderette who has been benched may be required to perform  
25 during the pre-game and/or half-time routine, if there are such performances on that game day,  
26 but is not permitted to cheer during the game and must remain in the dressing room for the  
27 duration of the game.

28 16. Raiderettes are not paid any compensation, whatsoever, until some unspecified

1 time in January, after the conclusion of the Raiders' season.

2 17. Upon information and belief, Raiderettes, collectively, make over 300  
3 appearances throughout the year at corporate, community, and charity events. The Raiders'  
4 policies and procedures often require Raiderettes to appear at these events without the promise of  
5 compensation.

6 18. The Raiders determine, in their sole discretion, which Raiderettes will attend  
7 which appearances, including paid appearances. Raiderettes are not permitted to ask another  
8 squad member to take their place at an appearance for which they have been selected.

9 19. According to the Raiders' policies and procedures, in the course of a season, each  
10 Raiderette is expected to make at least ten charitable appearances and one appearance for  
11 Oakland Raiders' ticket sales, without any compensation. "Charity" appearances include Raider  
12 Image store appearances, special projects in the Raider office, "real" money-raising charities,  
13 unpaid draft day events, and Junior Raiderette Photo Day. If the Raiderette fails to arrive at an  
14 appearance at least 15 minutes before the start time, they are required to make an additional,  
15 unpaid charity appearance.

16 20. Unless a Raiderette completes the required number of charity appearances, she  
17 will be required to go through preliminary auditions for the next season, auditions which would  
18 otherwise be waived.

19 21. Raiderettes are also required to participate, at the request of the Raiders, in Raider  
20 Fan Day, Raider Rally, and in the Super Bowl if the Raiders participate in the Super Bowl. On  
21 information and belief, a Raiderette who participates at the Super Bowl is paid \$125.00 for that  
22 appearance, but a Raiderette who appears at Fan Day or a Raider Rally is not paid any  
23 compensation for that appearance.

24 22. Prior to the start of the National Football League preseason, the Raiders publish a  
25 schedule of fines for the Raiderettes. Fines are monetary sanctions which are imposed upon  
26 Raiderettes, and which are deducted from any compensation paid to the Raiderette at the end of  
27 the season. Fines may be assessed against a Raiderette for minor infractions of rules or  
28 procedures including, but not limited to, forgetting to bring the correct pom-poms to practice,

1 wearing the wrong workout clothing to rehearsals, failing to bring a yoga mat to practice, or not  
2 turning in written biographies on time. The fine for an initial infraction is \$10.00, which doubles  
3 if there are subsequent infractions. If the Raiderette forgets all or part of the official uniform for  
4 a game day event, she will be fined and/or benched from the game, which is essentially a  
5 \$125.00 fine. Generally, fines are imposed by the Raiderette Director. If there are any disputes  
6 over the amount of fines or imposition of fines, the dispute will be resolved by the Raiderette  
7 Director, who has the final and binding authority to resolve such disputes.

8 23. In addition to attending home games and required appearances, Raiderettes are  
9 also required to attend rehearsals at least twice a week, but typically three times a week. Each  
10 rehearsal lasts for approximately three hours. Pursuant to the Raiders' policies and  
11 procedures, Raiderettes are not paid for time spent at rehearsals.

12 24. If the Raiderette does not arrive at a rehearsal by the time the Choreographer  
13 finishes calling the roll, she will be marked late. Three "lates" equal one absence. If the  
14 Raiderette is more than 15 minutes late, she will receive a "late absence," which is equal to one  
15 absence, regardless of whether she attends the remainder of the three-hour rehearsal. After three  
16 absences, the Raiders take deductions from the Raiderette's salary. Deductions range from  
17 \$40.00 for the fourth absence to \$380.00 for the ninth absence.

18 25. If the Raiderette misses the final rehearsal prior to a game day performance, she  
19 will be "benched" for the game and will not be allowed to cheer in that game. As a result, she  
20 will be fined one-and-one-half absence for a missed rehearsal, and the Raiders will deduct  
21 \$125.00 from the Raiderette's end-of-season salary for not performing during the game.

22 26. The Raiders acknowledge that, as a result of various fines, a Raiderette may not  
23 receive any compensation at the end of the season.

24 27. If Raiderette equipment, including pom-poms and uniforms, is lost, stolen, or  
25 damaged the Raiderette is responsible for paying the replacement cost of the item.

26 28. If, in the sole opinion of the Raiders, the Raiderette's "skills and abilities" decline  
27 or they fail to "maintain the highest possible level of physical and athletic condition," the  
28 Raiderette may be "benched." The failure to "maintain the highest possible level of physical and

1 athletic condition” may include, among other things, gaining as little as five pounds or appearing  
2 “too soft.”

3 29. The entire amount of compensation to which the Raiderette is entitled for  
4 performance and participation in home games is not paid until the conclusion of all of the  
5 Raiders’ home games, which occurs at least eight months after they began working for the  
6 Raiders.

7 30. Ms. T was not paid the minimum wage for all hours worked during the course of  
8 the 2013-2014 season nor was she paid all overtime compensation to which she is entitled.

9 31. During the course of the season, Raiderettes are required to incur expenses for  
10 which they are not reimbursed. Expenses which the Raiderettes are required to incur, but for  
11 which they are not reimbursed, include, but are not limited to, the following:

- 12 a. They are required to travel to appearances but are not reimbursed for  
13 mileage.
- 14 b. They are required to use a hairstylist selected by the Raiders. They are  
15 required to have a specific hair style and color that is selected by the  
16 Raiders and/or the hairstylist. Raiderettes are required to pay for the stylist  
17 appointments, which, even with a discount, can amount to several hundred  
18 dollars.
- 19 c. The Raiderettes’ cosmetics sponsor provides five free products at the  
20 beginning of the year for their “game day look,” which is a specific  
21 cosmetic styling required for game-day. If the free products do not last the  
22 duration of the season, the Raiderettes must purchase additional cosmetics  
23 with their own funds.
- 24 d. The Raiderettes are also required to purchase equipment for which they  
25 are not reimbursed, including but not limited to yoga mats, false eyelashes,  
26 tights, and a white bra.

27 32. During the course of the 2013-2014 season, Ms. T. spent approximately \$650 in  
28 unreimbursed expenses on account of her work as a Raiderette.

1           33.     In violation of law, the Raiderettes are explicitly prohibited from discussing the  
2 fees received or the policies pertaining to public appearances with anyone. This illegal  
3 provision, among others, is found in their written employment contract.

4           34.     On game days, Raiderettes work in excess of 8 hours, but are not given meal  
5 breaks.

6           35.     The Raiders' policies and practices, as described above, violate California  
7 Industrial Welfare Commission ("IWC") Order No. 10-2001, California Code of Regulations,  
8 Title 8, Chapter 5, section 11100; California Labor Code sections 201, 202, 204, 221, 226, 232,  
9 232.5, 432.5, 510, 1182.12, 1197, 1198 and 2802; and California Business and Professions Code  
10 section 17200, *et seq.* (also referred to herein as the "Unfair Business Practices Act").

11           36.     Defendant's violations of California law entitle Plaintiff, as well as the Class  
12 Members, to relief as set forth in California Labor Code sections 203, 210, 218, 218.5, 218.6,  
13 225.5, 226.3, 558, 1194, 1194.2, 1194.3 and 2699 *et seq.*; and California Business and  
14 Professions Code sections 17203 and 17204.

15           37.     Plaintiff Lacy T. brings this action as an individual and on behalf of others  
16 similarly situated to challenge the following policies and practices: 1) failing to pay minimum  
17 wage for all hours worked as required by law; 2) failing to pay all overtime as required by law  
18 when these employees worked more than 8 hours in a 24-hour period; 3) failing to indemnify  
19 employees for all necessary expenditures or losses incurred by them in the discharge of their  
20 duties; 4) taking unlawful deductions from compensation owed to employees; 5) failing to timely  
21 provide itemized wage statements; 6) prohibiting employees from discussing their wages and  
22 working conditions; 7) requiring employees to agree, as a condition of employment, to terms and  
23 conditions that are prohibited by law; 8) failing to pay employees in a timely manner as required  
24 by law; and 9) failing to provide employees with required meal and rest breaks.

25           38.     Plaintiff Lacy T., both individually and on behalf of all others similarly situated,  
26 seeks injunctive and declaratory relief, compensation for all uncompensated work, liquidated  
27 and/or other damages as permitted by applicable law, as well as attorneys' fees, penalties,  
28 interest and costs.



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- ii. Whether Defendant's policy and practice of failing to pay all overtime due to Raiderettes when they work in excess of eight hours a day violates California labor laws;
- iii. Whether Defendant's policy and practice of deducting "fines" from Raiderettes' wages violates California labor laws;
- iv. Whether Defendant's policy and practice of failing to indemnify Raiderettes for all necessary expenditures or losses incurred by them in the discharge of their duties violates California labor laws;
- v. Whether Defendant's policy and practice of prohibiting Raiderettes from discussing their wages and their working conditions violates California labor laws;
- vi. Whether Defendant's policy and practice of requiring Raiderettes to agree, as a condition of employment, to terms and conditions that are prohibited by law violates California labor laws;
- vii. Whether Defendant's policy and practice of failing to pay the minimum wage for all hours worked is an unlawful, unfair or fraudulent business act or practice in violation of California Business and Professions Code § 17200, *et seq.*;
- viii. Whether Defendant's policy and practice of failing to pay all overtime due in the circumstances stated above is an unlawful, unfair or fraudulent business act or practice in violation of California Business and Professions Code § 17200, *et seq.*;
- ix. Whether Defendant's policy and practice of failing to provide timely wage statements violates California labor laws;
- x. Whether Defendant's policy and practice of failing to pay employees semimonthly wage payments violates California labor laws;
- xi. Whether Defendant's policy and practice of failing to provide employees with the required meal breaks violates California labor laws;

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xii. Whether Defendant violated the contract by paying Raiderettes than \$125 for participation and performance at each home game;

xiii. The proper formula for calculating restitution, damages and waiting time penalties owed to Plaintiff and the Class.

c. Typicality: Plaintiff's claims are typical of the claims of the Class. Defendant's common course of conduct in violation of law as alleged herein has caused Plaintiff and Class Members to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of, and co-extensive with, the claims of the Class.

d. Adequacy of Representation: Plaintiff is a member of the Class, does not have any conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the Class. Counsel representing Plaintiff is competent and experienced in litigating employment class actions. Plaintiff will fairly and adequately represent and protect the interest of Class Members.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Class Member has been damaged and is entitled to recovery by reason of Defendant's illegal policies and practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

**VI. FIRST CAUSE OF ACTION**  
**Failure to Pay Minimum Wage**  
(Violation of Cal. Labor Code §§ 1182.12, 1197, 1198, and IWC Wage Order 10)

43. Plaintiff and the Class Members reallege and incorporate by reference the foregoing paragraphs, as though fully set forth herein.

44. Failure of an employer to pay its employees the minimum wage fixed by the California Labor Commission violates, *inter alia*, Labor Code sections 1182.12 and 1197, as

1 well as IWC Wage Order 10.

2 45. Defendant failed to pay Plaintiff and Class Members the minimum wage for all  
3 hours worked by requiring them to perform work without compensation.

4 46. Labor Code section 1198 makes unlawful the employment of any employee under  
5 conditions of labor prohibited by the applicable Wage Order.

6 47. Pursuant to Labor Code sections 218 and 1194, Plaintiff and Class Members are  
7 entitled to recover in a civil action the unpaid balance of the full amount of the minimum wage  
8 for all hours worked.

9 48. Wage Order 10 provides for civil penalties for violations of the Wage Order. As a  
10 result of Defendant's violation of Wage Order 10, Plaintiff and Class Members are entitled to  
11 and hereby seek civil penalties in the amount of \$50 for the first violation and \$100 for each  
12 subsequent violation.

13 49. Labor Code section 558 provides that any employer who violates any provision  
14 regulating hours and days of work in any order of the IWC shall be subject to civil penalties. As  
15 a result of Defendant's violation of Wage Order 10, Plaintiff and Class Members are entitled to  
16 and hereby seek civil penalties in the amount of \$50 for the first violation and \$100 for each  
17 subsequent violation.

18 50. Labor Code section 218.6 provides for interest on all unpaid wages in any action  
19 brought for nonpayment of wages. Plaintiff and Class Members seek to recover interest on all  
20 unpaid wages due.

21 51. Plaintiff and Class Members seek liquidated damages pursuant to Labor Code  
22 section 1194.2.

23 52. Plaintiff and Class Members seek to recover all unpaid minimum wages,  
24 penalties, and interest due to them.

25 53. As a result of Defendant's conduct, Plaintiff and the Class Members are also  
26 entitled to attorneys' fees under Labor Code sections 218.5 and 1194, in addition to interest,  
27 expenses and costs of suit.

28 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth

1 below.

2 **VII. SECOND CAUSE OF ACTION**  
3 **Failure to Pay Wages in a Timely Manner**  
(Violation of Labor Code §§ 201, 202, and 204)

4 54. Plaintiff and the Class Members reallege and incorporate by reference the  
5 foregoing paragraphs as though fully set forth herein.

6 55. Labor Code section 201 requires an employer who discharges an employee to pay  
7 all compensation due and owing to the employee immediately upon the employee's discharge  
8 from employment. Labor Code section 202 requires an employer to pay within 72 hours all  
9 compensation due and owing to an employee who quits her employment. Labor Code section  
10 204 provides that all wages earned by a person in employment are due and payable twice during  
11 each calendar month, on days designated in advance by the employer as the regular paydays.

12 56. Labor Code section 203 provides that if an employer willfully fails to pay all  
13 compensation due promptly upon discharge or resignation, as required by Sections 201 and 202,  
14 the employer shall be liable for waiting time penalties in the form of continued compensation for  
15 up to 30 work days.

16 57. Defendant did not pay Plaintiff and Class Members semimonthly payments as  
17 required by Labor Code section 204. Further, Plaintiff is informed and believes that Defendant  
18 has failed to promptly pay all compensation due upon Class Members' discharge or resignation.

19 58. By failing to compensate Plaintiff and Class Members as required by law,  
20 Defendant has willfully failed to make timely payment of the full wages due to its employees  
21 who have resigned or been discharged.

22 59. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class  
23 Members have sustained economic damages, including, but not limited to, unpaid wages and lost  
24 interest in an amount to be determined at trial.

25 60. As a result of Defendant's conduct, Plaintiffs and the Class Members suffered  
26 injuries, and are also entitled to attorneys' fees, in addition to interest, expenses and costs of suit,  
27 under Labor Code sections 218.5 and 1194.

28 WHEREFORE, Plaintiff and the Class members request judgment as is further set forth

1 below.

2 **VIII. THIRD CAUSE OF ACTION**  
3 **Unlawful Deduction from Wages**  
(Violation of Labor Code § 221)

4 61. Plaintiff and the Class Members reallege and incorporate by reference the  
5 foregoing paragraphs as though fully set forth herein.

6 62. California Labor Code section 221 provides that it shall be unlawful for any  
7 employer to collect or receive from an employee any part of wages theretofore paid by said  
8 employer to said employee.

9 63. Defendant has a policy and practice of subjecting employees to fines for various  
10 infractions, which are then deducted from any wages due to the employee at the end of the  
11 season. Defendant has acknowledged that, as a result of the imposition of fines, some employees  
12 may receive no compensation at the end of the season.

13 64. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class  
14 Members have sustained economic damages, including, but not limited to, unpaid wages and lost  
15 interest in an amount to be determined at trial.

16 65. As a result of Defendant's conduct, Plaintiff and the Class Members are also  
17 entitled to attorneys' fees under Labor Code sections 218.5 and 1194, in addition to interest,  
18 expenses and costs of suit.

19 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth  
20 below.

21 **IX. FOURTH CAUSE OF ACTION**  
22 **Failure to Pay All Overtime Earned for Hours Worked**  
(Violation of California Labor Code § 510, 1198 and IWC Wage Order 10)

23 66. Plaintiff and the Class Members reallege and incorporate by reference the  
24 foregoing paragraphs, as though fully set forth herein.

25 67. California Labor Code § 510 provides that work in excess of eight hours in a day,  
26 or 40 hours in a week, must be compensated at a rate not less than one and one-half times the  
27 regular rate of pay for an employee.

28 68. IWC Wage Order 10-2001 and Cal. Code Reg., tit. 8, section 11100 also provide

1 that work in excess of eight hours in a day, or 40 hours in a week, must be compensated at not  
2 less than one and one-half times the regular rate of pay for an employee.

3 69. Labor Code section 1198 makes unlawful the employment of any employee under  
4 conditions of labor prohibited by the applicable Wage Order.

5 70. Plaintiff and Class Members work, or have worked, more than eight hours in a  
6 day and were not paid at the overtime rate for all hours worked.

7 71. Pursuant to Labor Code sections 218 and 1194, Plaintiff and Class Members are  
8 entitled to recover in a civil action the unpaid balance of the full amount of overtime  
9 compensation for all hours worked in excess of eight hours a day.

10 72. Wage Order 10 provides for civil penalties for violations of the Wage Order. As a  
11 result of Defendant's violation of Wage Order 10, Plaintiff and Class Members are entitled to  
12 and hereby seek civil penalties in the amount of \$50 for the first violation and \$100 for each  
13 subsequent violation.

14 73. Labor Code section 558 provides that any employer who violates any provision  
15 regulating hours and days of work in any order of the IWC shall be subject to civil penalties. As  
16 a result of Defendant's violation of Wage Order 10, Plaintiff and Class Members are entitled to  
17 and hereby seek civil penalties in the amount of \$50 for the first violation and \$100 for each  
18 subsequent violation.

19 74. Labor Code section 218.6 provides for interest on all unpaid wages in any action  
20 brought for nonpayment of wages. Plaintiff and Class Members seek to recover interest on all  
21 unpaid wages due.

22 75. Plaintiff and Class Members seek liquidated damages pursuant to Labor Code  
23 section 1194.2.

24 76. Plaintiff and Class Members seek to recover all unpaid overtime wages, penalties,  
25 and interest due to them.

26 77. As a result of Defendant's conduct, Plaintiff and the Class Members are also  
27 entitled to attorneys' fees under Labor Code sections 218.5 and 1194, in addition to interest,  
28 expenses and costs of suit.

1 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth  
2 below.

3 **X. FIFTH CAUSE OF ACTION**  
4 **Failure to Provide Wage Statements**  
(Violation of California Labor Code § 226)

5 78. Plaintiff and the Class Members reallege and incorporate by reference the  
6 foregoing paragraphs as though fully set forth herein.

7 79. California Labor Code section 226(a) provides that, semimonthly or at the time  
8 of each payment of wage, an employer shall provide each employee with a wage statement  
9 itemizing, among other things, the total hours worked by the employee in the pay period.

10 80. California Labor Code section 226(e) provides that an employee suffering injury  
11 as a result of a knowing and intentional failure by an employer to comply with Labor Code  
12 section 226(a) is entitled to recover the greater of his or her actual damages or a penalty of \$50  
13 for the initial pay period in which a violation occurs and \$100 per employee for each violation in  
14 a subsequent pay period (up to a maximum of \$4,000), in addition to attorneys' fees and costs.

15 81. Plaintiff and Class Members are entitled to payment and accompanying wage  
16 statements semimonthly.

17 82. Defendant knowingly and intentionally failed to provide timely, accurate,  
18 itemized wage statements to Plaintiff and Class Members in accordance with California Labor  
19 Code section 226.

20 83. Defendant's failure to provide timely, accurate and itemized wage statements to  
21 Plaintiff and Class Members caused injury to Plaintiff and Class Members by, among other  
22 things, impeding them from knowing the amount of wages to which they were entitled.

23 84. As a result of Defendant's unlawful conduct, as alleged herein, Plaintiff and Class  
24 Members are entitled to the damages and penalties under California Labor Code section 226(e).

25 85. As a result of Defendant's conduct, Plaintiff and the Class Members are also  
26 entitled to attorneys' fees under Labor Code sections 226(e), in addition to interest, expenses  
27 and costs of suit.

28 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth

1 below.

2 **XI. SIXTH CAUSE OF ACTION**  
3 **Unlawful Prohibition on Discussing Wages**  
(Violation of California Labor Code § 232 and 232.5)

4 86. Plaintiff and the Class Members reallege and incorporate by reference the  
5 foregoing paragraphs as though fully set forth herein.

6 87. California Labor Code section 232 provides that no employer may require, as a  
7 condition of employment, that an employee refrain from disclosing the amount of his or her  
8 wages or require an employee to sign a waiver or other document that purports to deny the  
9 employee the right to disclose the amount of his or her wages.

10 88. California Labor Code section 232.5 provides that no employer may require, as a  
11 condition of employment, that an employee refrain from disclosing information about the  
12 employer's working conditions or require an employee to sign a waiver or other document that  
13 purports to deny the employee the right to disclose information about the employer's working  
14 conditions.

15 89. Defendant requires, as a condition of employment, that Plaintiff and Class  
16 Members sign an employment contract in which they are required to agree, among other terms,  
17 that they will not discuss the fees paid or Defendant's policies for appearances with anyone.

18 90. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class  
19 Members have sustained damages.

20 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth  
21 below.

22 **XII. SEVENTH CAUSE OF ACTION**  
23 **Imposition of Unlawful Terms and Conditions of Employment**  
(Violation of California Labor Code § 432.5)

24 91. Plaintiff and the Class Members reallege and incorporate by reference the  
25 foregoing paragraphs as though fully set forth herein.

26 92. California Labor Code section 432.5 provides that no employer shall require any  
27 employee to agree, in writing, to any term or condition which is known by the employer to be  
28 prohibited by law.

1           93. Defendant requires, as a condition of employment, that Plaintiff and Class  
2 Members sign an employment contract which includes numerous terms that are prohibited by  
3 law, including but not limited to the following:

- 4                   a. employees agree to work for less than minimum wage or without  
5                   appropriate overtime compensation;
- 6                   b. employees will be fined for various infractions and that such fines will be  
7                   deducted from their wages;
- 8                   c. employees will not be paid until the end of the season;
- 9                   d. employees will not discuss their wages or their working conditions;
- 10                  e. employees waive their right to sue Defendant for any reason related to  
11                  their employment, which includes violations occurring in the future; and
- 12                  f. employees agree that all disputes will be subject to arbitration by the  
13                  Commissioner of the National Football League.

14           94. Provisions of the employment contract, as described above, that Plaintiff and  
15 Class Members were required to sign as a condition of employment, explicitly and  
16 unquestionably, violate several provisions of California law and public policy. Upon  
17 information and belief, Defendant knew that such provisions violated California law and public  
18 policy.

19           95. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class  
20 Members have sustained damages.

21           WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth  
22 below.

23   **XIII. EIGHTH CAUSE OF ACTION**  
24   **Unlawful Failure to Reimburse Employees for Expenses**  
  (Violation of Labor Code § 2802)

25           96. Plaintiff and the Class Members reallege and incorporate by reference the  
26 foregoing paragraphs as though fully set forth herein.

27           97. California Labor Code section 2802 provides that an employer shall indemnify his  
28 or her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties.

2 98. Defendant requires, as a condition of employment, that Plaintiff and Class  
3 Members incur certain expenses, including, but not limited to, mileage, cosmetics, cosmetic  
4 services, hair styling, and equipment. Defendant does not reimburse Plaintiff or Class Members  
5 for these expenses.

6 99. As a result of Defendant's unlawful conduct as alleged herein, Plaintiff and Class  
7 Members have sustained economic damages, including, but not limited to, unpaid wages and lost  
8 interest in an amount to be determined at trial.

9 100. As a result of Defendant's conduct, Plaintiff and the Class Members are also  
10 entitled to attorneys' fees under Labor Code sections 2082(c), in addition to interest, expenses  
11 and costs of suit.

12 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth  
13 below.

14 **XIV. NINTH CAUSE OF ACTION**  
15 **Failure To Provide Meal Breaks**  
(Violation of California Labor Code §§ 226.7, and 512 and  
16 IWC Wage Order No. 4-2001)

17 101. Plaintiff and the Class Members reallege and incorporate by reference the  
18 foregoing paragraphs as though fully set forth herein.

19 102. California Labor Code Sections 226.7 and 512(a) and Wage Order No. 10-2001,  
20 section 11(a) provide that all employees who work in excess of five hours must be provided at  
21 least a half-hour uninterrupted meal break in which they are relieved of all duty.

22 103. On game days, Plaintiff and Class members work in excess of five hours, but are  
23 not provided with a half-hour uninterrupted meal break.

24 104. Defendant failed to provide Plaintiff and the Class Members with a half-hour  
25 uninterrupted meal break on game days.

26 105. As a result of Defendant's failure to afford proper meal periods on game days,  
27 they are liable to Plaintiff and Class Members for one hour of additional pay at the regular rate of  
28 compensation for each workday that the proper meal periods were not provided, pursuant to Cal.

1 Labor Code section 226.7 and Wage Order No. 10-2001, section 11(d). Defendant has not paid  
2 such premiums to Plaintiff and Class Members.

3 106. As a result of Defendant's conduct, Plaintiff and Class Members are entitled to  
4 damages to compensate them for the unpaid premiums, as well as injunctive relief requiring  
5 Defendant to comply with the California Labor Code and Wage Order No. 10-2001 with respect  
6 to meal and rest periods.

7 107. As a result of Defendant's conduct, Plaintiff and the Class Members are also  
8 entitled to attorneys' fees under Labor Code sections 218.5 and 1194, in addition to interest,  
9 expenses and costs of suit.

10 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth  
11 below.

12 **XV. TENTH CAUSE OF ACTION**  
13 **Breach of Contract**

14 108. Plaintiff and the Class Members reallege and incorporate by reference the  
15 foregoing paragraphs as though fully set forth herein.

16 109. As described above, Plaintiff and the Class Members were required to enter into a  
17 written contract whereby Defendant agreed to pay Plaintiff and the Class Members \$125 for each  
18 home game at which the Raiderette performed and participated.

19 110. On or around January 17, 2014, on the eve of this lawsuit being filed, Defendant  
20 presented Plaintiff with a paycheck which purported to pay her \$2,780 for 332.50 regular hours  
21 and 10 overtime hours. Upon information and belief, other Raiderettes for the 2013-2014 season  
22 received similar paychecks.

23 111. Based on Defendant's representation that it paid Plaintiff \$2,660 for 332.50  
24 regular hours and \$120 for 10 overtime hours, Defendant paid Plaintiff \$8 per hour for regular  
25 hours and \$12 per hour for overtime hours. Thus, for each home game, Defendant paid Plaintiff,  
26 at most, for 8 hours of regular pay and one hour of overtime, which amounts to approximately  
27 \$76 for each home game.

28 112. Pursuant to the terms of the contract, Plaintiff and the Class Members should have

1 been paid \$125 for participation and performance at each home game. Defendant, however,  
2 failed and refused to pay Plaintiff and the Class Members for their performance and participation  
3 at home games in accordance with the contract.

4 113. By failing and refusing to pay Plaintiff and the Class Members \$125 for  
5 participation and performance at each home game, Defendant breached its contract with Plaintiff  
6 and the Class Members.

7 114. As a direct and proximate result of Defendant's breach of contract, Plaintiff and  
8 the Class Members have suffered damages.

9 WHEREFORE, Plaintiff and the Class Members request judgment as is further set forth  
10 below.

11 **XVI. ELEVENTH CAUSE OF ACTION**  
12 **Unlawful, Unfair and Fraudulent Business Practices**  
(Violation of California Business and Professions Code §§ 17200, *et seq.*)

13 115. Plaintiff and the Class Members reallege and incorporate by reference the  
14 foregoing paragraphs as though fully set forth herein.

15 116. California Business and Professions Code section 17200, *et seq.* prohibits unfair  
16 competition in the form of any unlawful, unfair or fraudulent business act or practice.

17 117. California Business and Professions Code section 17202 provides:  
18 "Notwithstanding Section 3369 of the Civil Code, specific or preventative relief may be granted  
19 to enforce a penalty, forfeiture, or penal law in case of unfair competition."

20 118. California Business and Professions Code section 17203 provides, in relevant  
21 part, that the Court may "restore to any person in interest any money or property, real or  
22 personal, which may have been acquired by means of such unfair competition."

23 119. California Business and Professions Code section 17203 also provides that any  
24 person who meets the standing requirements of Section 17204 and complies with California  
25 Code of Civil Procedure section 382 may pursue representative claims for relief on behalf of  
26 others.

27 120. California Business and Professions Code section 17204 allows any "person who  
28 has suffered injury in fact and has lost money or property as a result of such unfair competition"

1 to prosecute a civil action for violation of the Unfair Business Practices Act.

2 121. Labor Code section 90.5(a) states, in relevant part, that it is the public policy of  
3 California to “vigorously enforce minimum labor standards in order to ensure employees are not  
4 required or permitted to work under substandard unlawful conditions or for employers that have  
5 not secured the payment of compensation, and to protect employers who comply with the law  
6 from those who attempt to gain a competitive advantage at the expense of their workers by  
7 failing to comply with minimum labor standards.”

8 122. Pursuant to section 17204, Plaintiff and other similarly situated employees are  
9 entitled to enforce all applicable provisions of the Labor Code.

10 123. Beginning at an exact date unknown to Plaintiff, but at least since the date four  
11 years prior to the filing of this suit, Defendant has committed acts of unfair competition as  
12 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent  
13 practices and acts described in this Complaint, including, but not limited to violations of Labor  
14 Code sections 201, 202, 204, 221, 226, 226.7, 232, 232.5, 432.5, 510, 1182.12, 1197, 1198, and  
15 2802.

16 124. The violations of these laws and regulations, as well as of fundamental California  
17 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of  
18 Business and Professions Code section 17200, *et seq.*

19 125. The acts and practices described above constitute unfair, unlawful and fraudulent  
20 business practices, and unfair competition, within the meaning of Business and Professions Code  
21 section 17200, *et seq.* Among other things, Defendant’s acts and practices have forced Plaintiff  
22 and other similarly situated workers to labor without receiving appropriate compensation.

23 126. The acts and practices described above have allowed Defendant to gain an unfair  
24 competitive advantage over law-abiding employers and competitors.

25 127. As a result of the acts and practices described herein, Plaintiff and other similarly  
26 situated workers have been denied compensation, in an amount to be proven at trial.

27 128. Plaintiff and other similarly situated employees are entitled to restitution pursuant  
28 to Business and Professions Code sections 17203 and 17208 for all wages and other

1 compensation unlawfully withheld from employees during the four-year period prior to the filing  
2 of the complaint.

3 129. As a result of the aforementioned acts and practices, Defendant has received, and  
4 continues to receive, ill-gotten gains belonging to Plaintiff and other similarly situated  
5 employees.

6 130. Injunctive relief is necessary and appropriate to prevent Defendant from  
7 repeating its unlawful, unfair and fraudulent business acts and practices described herein.

8 131. Pursuant to Section 17203 and/or any other applicable law, Plaintiff seeks an  
9 order preventing Defendant from engaging in unlawful, unfair and fraudulent conduct, and  
10 preventing Defendant from profiting and benefiting from illegal and wrongful acts.

11 132. Plaintiff's success in this action will enforce important rights affecting the public  
12 interest. Therefore, Plaintiff sues on behalf of herself and other similarly situated employees.

13 133. An award of attorneys' fees is appropriate pursuant to California Code of Civil  
14 Procedure section 1021.5, because 1) this action will confer a significant benefit upon a large  
15 class of persons; 2) there is a financial burden involved in pursuing this action; and 3) it would  
16 be against the interest of justice to force Plaintiff to pay attorneys' fees from any amount  
17 recovered in this action.

18 **REQUEST FOR RELIEF**

19 Plaintiff and the Class Members request relief as follows:

20 1. For an order, pursuant to California Code of Civil Procedure section 382, certifying  
21 this action as a class action, appointing Plaintiff as Class Representative, and Plaintiff's attorneys  
22 as Class Counsel;

23 2. For a declaratory judgment that Defendant has violated California Labor Laws and  
24 public policy, as alleged herein;

25 3. For a declaratory judgment that Defendant has violated California Business and  
26 Professions Code sections 17200 and 17203, *et seq.*, as a result of the aforementioned violations  
27 of the Labor Code and of California public policy protecting workers by ensuring that workers  
28 are paid at the legally mandated rate for all hours worked;

1 4. For a permanent and mandatory injunction prohibiting Defendant, its officers, agents,  
2 employees, affiliated companies, and all those working in concert with them, from committing  
3 future violations of the laws and public policies described herein;

4 5. For an award of restitution;

5 6. For an order imposing all statutory and/or civil penalties provided by law, including  
6 but not limited to, penalties under California Labor Code sections 201-204, 210, 211, 226(e),  
7 226.3, 558, and 2699(f) together with interest on these amounts;

8 7. For an order awarding Plaintiff and Class Members compensatory damages, including  
9 but not limited to wages, earnings, and other compensation, according to proof, and interest on  
10 these amounts;

11 8. For award of reasonable attorneys' fees, as provided by California Labor Code  
12 sections 218.5, 226(e), 558, 1194, 2699(g)(1), and California Code of Civil Procedure section  
13 1021.5;

14 9. For all costs of suit; and

15 10. For such other and further relief as this Court deems just and proper.

16 Dated: January 22, 2014

LEVY VINICK BURRELL HYAMS

17  
18 By:   
19 SHARON R. VINICK  
Attorneys for Plaintiff

20  
21 **JURY DEMAND**

22 Plaintiff and the Class Members demand trial by jury of all claims and causes of action so  
23 triable.

24 Dated: January 22, 2014

LEVY VINICK BURRELL HYAMS

25  
26 By:   
27 SHARON R. VINICK  
Attorneys for Plaintiff

**EXHIBIT A**

## 2013 RAIDERETTE AGREEMENT

THIS RAIDERETTE AGREEMENT ("Agreement") is made and entered into this 23 day of April, 2013 by and between the Oakland Raiders, a California limited partnership ("CLUB") and Lacy [REDACTED] ("RAIDERETTE") with respect to the following recital of facts:

### RECITALS

- A. The principal place of business of CLUB is Oakland, California.
- B. RAIDERETTE is a resident of the State of California with RAIDERETTE'S principal place of domicile at [REDACTED]

NOW THEREFORE, in consideration for the mutual covenants and conditions set forth therein, the parties agree as follows:

1. At Will Employment.

The parties acknowledge and expressly agree that this is an "At Will" employment relationship beginning on April 23, 2013. The parties acknowledge and expressly agree that either the Raiders or RAIDERETTE can terminate the "At Will" employment relationship for any reason, at any time, including but not limited to the reasons specified in this agreement.

CLUB has selected RAIDERETTE to be and RAIDERETTE shall serve CLUB as a member of CLUB'S cheerleading unit ("Raiderettes"). RAIDERETTE understands that such employment is part-time, less than 30 hours per week, and temporary. As such, RAIDERETTE is not entitled to participate in any benefit plans or programs otherwise available to other employees of CLUB, except those that are required by law.

3. Duties. RAIDERETTE shall:

(a) Attend all of CLUB'S preseason, regular season, and postseason home football games during the 2013-2014 NFL football season ("Home Games") and shall, at such Home Games, perform and provide such entertainment and participate in such activities as determined and directed by CLUB;

(b) Attend any other events, engagements, or functions designated by CLUB ("Other Events") and, at such Other Events, perform and provide such entertainment and participate in such activities as determined and directed by CLUB;

(c) Attend and participate in all practices, rehearsals, fittings, preparations, drills, photo sessions, meetings, and workouts as determined and directed by CLUB.

4. Compensation.

RAIDERETTE shall receive, for each Home Game at which Raiderette performs and participates, the sum of one hundred twenty-five dollars (\$125.00). The entire amount of compensation to which RAIDERETTE is entitled for performance and participation in Home Games shall be payable after the conclusion of all of CLUB'S Home Games. RAIDERETTE shall also receive two (2) complimentary tickets for each preseason and regular season football game played by CLUB at the Oakland-Alameda County Coliseum during the 2013-2014 NFL football season. CLUB is not obligated nor shall anything in this Agreement be construed as obligating CLUB to provide RAIDERETTE with any tickets to any postseason game.

5. Personal Appearances:

RAIDERETTE may not, without prior written consent of CLUB, appear at any public or private events or functions, or be photographed in RAIDERETTE'S capacity as a member of Raiderettes whether or not wearing a Raiderette uniform, or appear in any media forum, including but not limited to, websites, in RAIDERETTE'S capacity as a Raiderette. If RAIDERETTE appears at a public or private event or function or is photographed in

RAIDERETTE'S capacity as a member of Raiderettes without obtaining CLUB'S prior written consent, CLUB may immediately terminate RAIDERETTE'S employment without any notice whatsoever to RAIDERETTE. CLUB'S decision to terminate RAIDERETTE'S employment pursuant to this paragraph shall in no way limit or exclude any other rights and/or remedies CLUB may have pursuant to Paragraph 11 herein. RAIDERETTE is not permitted to discuss fees or policies pertaining to public appearances with anyone. All appearances will be scheduled according to the availability of squad members and the needs of the sponsoring organization. If RAIDERETTE'S partner does not arrive for a scheduled appearance, RAIDERETTE shall contact CLUB immediately for further instructions. Appearance substitution will be made only by CLUB. RAIDERETTE is not entitled to ask another squad member to take RAIDERETTE'S place. Depending upon demand, each squad member will be expected to complete at least (10) charitable appearances and one (1) appearances for Oakland Raiders' ticket sales without additional compensation. In addition to the one (1) required appearance for Oakland Raiders' ticket sales without additional compensation, if requested by the Raiders, each squad member will also be required to complete one (1) additional appearance for the Oakland Raiders' ticket sales and will be compensated by receiving \$75.00 for such appearance.

6. Publicity.

RAIDERETTE hereby irrevocably assigns, transfers, delivers, and grants CLUB, its heirs, successors, and assigns, all right, title, and interest in RAIDERETTE'S name, signature, voice, picture, and likeness ("Assigned Material"). CLUB may, inter alia, use, publish, copyright, and distribute Assigned Material and may use Assigned Material for any reason whatsoever, including, but not limited to, motion pictures, game programs, broadcasts, telecasts, video tapes, posters, calendars, team pictures, commercial goods, and any other publicity or advertising media ("Promotional Material"). RAIDERETTE represents and warrants that RAIDERETTE has not and will not assign, transfer, deliver, or grant to, any other individual or entity the right, title, interest, or license in Assigned Material. CLUB may, as sole owner of Assigned Material enter agreements with other individuals and entities with respect to Assigned Material and with respect to Promotional Material. Nothing in this Paragraph or this Agreement shall in any way restrict, limit, or reduce CLUB'S rights with respect to Assigned Material, as CLUB is the sole owner of same. The uses set forth in this Paragraph are illustrative only and in no way limit any rights of CLUB.

7. Rules.

RAIDERETTE shall comply with, adhere to, observe, and be bound by all CLUB rules, regulations, and procedures in effect during RAIDERETTE'S employment including, but not limited to, the "Oakland Raiders Raiderette Rules and Regulations," a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference. CLUB reserves the right to amend, modify, alter, or add to the rules and regulations attached hereto as Exhibit A and RAIDERETTE shall comply with, adhere to, observe, and be bound by any such amendments, modifications, alterations, or additions. If CLUB associates itself in any manner whatsoever with any other entity or individual ("Associated Entity") with respect to Promotional Material, as defined in Paragraph 6 of this Agreement, RAIDERETTE shall comply with, adhere to, observe, and be bound by all conditions of any agreement, arrangement, or understanding between CLUB and the Associated Entity.

8. Personal Conduct. Behavior. Morality.

RAIDERETTE shall at all times conduct oneself with due regard to public conventions and morals and shall not do or commit, directly or indirectly, any act which might degrade, demean, embarrass, or in any way bring RAIDERETTE, Raiderettes, or CLUB into public ridicule, contempt, hatred or disregard or which might tend to shock or offend the public or in any way prejudice Raiderettes or CLUB, including, but not limited, to posing nude or semi-nude in or for any media forum whatsoever, stripping and/or exotic or "go-go" dancing. RAIDERETTE represents and warrants that prior to the date of this Agreement, RAIDERETTE has not engaged in any activities which, if disclosed to the public, would bring, or tend to bring RAIDERETTE or CLUB into disrepute, ridicule, or contempt, including, but not limited to, posing nude or semi-nude in or for any media forums whatsoever, stripping, and/or exotic dancing and RAIDERETTE acknowledges that such representation is a condition of employment upon which CLUB has expressly relied upon in

entering into the employment relationship with RAIDERETTE and that if, at any time, CLUB discovers that such representation was not true, RAIDERETTE'S employment by CLUB shall terminate with no obligation to CLUB and CLUB will retain all other remedies.

9. Obligations Upon Expiration or Termination.

RAIDERETTE shall not, after expiration or termination of RAIDERETTE'S employment, engage in activities which are in any way whatsoever detrimental to Raiderettes or CLUB including, but not limited to:

- (a) Publicly or privately, directly or indirectly, identifying, referring, or in any way holding oneself out to be a member or former member of the Raiderettes;
- (b) Appearing, publicly or privately, or allowing oneself to be photographed in a Raiderette uniform or any part of facsimile thereof;
- (c) Acting in any manner, which might hinder, interfere with, impede, reflect adversely or compete with the rights of the CLUB or Raiderettes.

10. Termination.

CLUB may at any time, without notice, terminate this Agreement and/or RAIDERETTE'S employment. The parties acknowledge and agree that RAIDERETTE'S employment shall be "At Will." In the event that either RAIDERETTE'S employment or this Agreement is terminated, CLUB shall be released from any and all further obligation to RAIDERETTE hereunder. Paragraphs 5,6,9 and 11 shall survive the termination of this Agreement.

FURTHER, RAIDERETTE AGREES THAT IF RAIDERETTE IS ABSENT TEN (10) TIMES, RAIDERETTE WILL TURN IN THE UNIFORM AND RAIDERETTE'S EMPLOYMENT AND THIS AGREEMENT WILL TERMINATE. ABSENCES FROM ANY REHEARSALS IN ORDER TO MAKE A PAID APPEARANCE SHALL BE COUNTED TOWARD THIS TEN-ABSENCE LIMIT. HOWEVER, ABSENCES FROM EVENING REHEARSALS, WHICH CLUB MAY AT TIMES REQUIRE, WILL NOT BE COUNTED TOWARD THIS TEN ABSENCE LIMIT.

11. Damages.

RAIDERETTE acknowledges and understands that any conduct violative of this Agreement would be extremely harmful to CLUB in that it will severely damage or irreparably harm CLUB, including but not limited to CLUB'S goodwill and reputation, and RAIDERETTE agrees that should RAIDERETTE in any way violate this Agreement or the spirit or intent of this Agreement, CLUB shall be entitled to exercise all remedies available to CLUB in law, equity and/or otherwise and shall be entitled to terminate this Agreement and seek injunctive relief among other remedies.

12. Waiver and Indemnity.

RAIDERETTE, for RAIDERETTE and RAIDERETTE'S family, heirs, personal representatives, assigns and insurers, hereby now and forever releases, waives, discharges, and covenants not to sue CLUB and/or its past and present partners, limited partners, owners, entity owners (and the current and former officers, directors, shareholders, partners, members, limited partners and employees of any owners or entity owners), employees, agents, attorneys, directors, officers, shareholders, contractors, successors, assigns and insurers, from and of any and all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions and causes of action whatsoever, of every nature, character and description, known, unknown, discovered, undiscovered, suspected or unsuspected including, but not limited to, all matters in connection with, as a consequence of, arising out of or in any way related to RAIDERETTE'S employment by CLUB or this Agreement. RAIDERETTE expressly waives California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

RAIDERETTE agrees that at all times RAIDERETTE will defend, hold harmless, and indemnify CLUB and its past and present partners, limited partners, owners, entity owners (and the current and former officers, directors, shareholders, partners, members, limited partners and employees of any owners or entity owners), employees, agents, attorneys, directors, officers, shareholders, contractors, successors, assigns and insurers from and against any and all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions, causes of action and liabilities of any kind or nature whatsoever (including reasonable attorneys' fees and disbursements) in connection with, arising out of, or in any way related to RAIDERETTE'S employment by CLUB or this Agreement.

13. Uniform Return.

Immediately upon expiration or termination of RAIDERETTE'S employment or this Agreement or immediately upon reasonable notice, RAIDERETTE shall return to CLUB the Raiderette uniform issued by CLUB.

14. Age and Eligibility to Work in United States.

RAIDERETTE represents that RAIDERETTE'S birth date is [REDACTED] and that RAIDERETTE is over the age of 18 and has every right to enter this Agreement and to contract in RAIDERETTE'S own name. Further, RAIDERETTE represents that RAIDERETTE is eligible to work in the United States and RAIDERETTE agrees to provide sufficient documentation of such eligibility to CLUB.

15. Physical Ability.

RAIDERETTE represents that RAIDERETTE has the physical ability to perform the tasks and duties of a member of the Raiderettes Cheerleaders and that RAIDERETTE does not suffer from any physical or medical conditions or limitations that would prohibit RAIDERETTE from performing as a member of the Raiderette Cheerleaders or which would put RAIDERETTE at any risk of injury or illness. RAIDERETTE represents and warrants that RAIDERETTE has consulted RAIDERETTE'S personal physician and such physician has certified to the above. RAIDERETTE acknowledges that said employment is conditioned on such certification. RAIDERETTE acknowledges and agrees that the CLUB shall have the right to prohibit RAIDERETTE from performing or practicing, if the CLUB determines or believes, in its sole and absolute discretion, that for RAIDERETTE to perform or practice would create a risk of injury or illness, or the aggravation of such a condition. If RAIDERETTE is undergoing medical treatment, RAIDERETTE must provide CLUB with RAIDERETTE'S doctor's written permission to participate in rehearsals, games and appearances. RAIDERETTE may not resume performing in any capacity until such written permission is received by CLUB. RAIDERETTE acknowledges that the tasks required during RAIDERETTE'S employment (including cheering, dancing, etc.) are physically demanding athletic activities and as such could pose a potential health risk to a pregnant individual, thus, RAIDERETTE agrees that should RAIDERETTE become pregnant during RAIDERETTE'S employment that RAIDERETTE may continue to cheer only with written permission of a medical doctor and as long as neither RAIDERETTE'S health nor ability to perform is compromised. If RAIDERETTE is injured while performing or rehearsing as a Raiderette, RAIDERETTE must immediately cease performing and submit to CLUB a written account of the injury occurrence within twenty-four hours.

16. Review and Understanding.

RAIDERETTE understands that RAIDERETTE is entitled to review this Agreement with independent counsel or any other representative and RAIDERETTE acknowledges that RAIDERETTE has either secured such review or knowingly and willingly declined to do so. RAIDERETTE acknowledges that RAIDERETTE fully understands each provision of this Agreement.

17. Headings.

The Paragraph Headings in this Agreement have been inserted only for convenience. They do not purport to be and shall not be construed as a part of this Agreement.

18. Attorneys' Fees.

The costs, including attorneys' fees, related to all claims, disputes, and other matters which arise out of or which are in any manner connected or associated with or related to this Agreement shall be paid by the non-prevailing party in such claim, dispute or other matter.

19. Other Units.

RAIDERETTE agrees that during RAIDERETTE'S employment, RAIDERETTE will not be a member of nor participate in the activities of any other professional cheerleader unit unless so directed by the CLUB.

20. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Forum Selection.

CLUB and RAIDERETTE agree that all matters in dispute between them, including without limitation any dispute arising from or in any way related to the terms of this Agreement, shall be referred to the NFL Commissioner for binding arbitration, and his decision shall be accepted as final, conclusive, and unappealable. By entering into this Agreement, both CLUB and RAIDERETTE waive any right to have any Arbitrable Dispute resolved in a court of law by a judge or jury. Arbitration shall be the exclusive remedy for any Arbitrable Dispute.

22. Severability.

Should any one or more provisions of this Agreement become invalid by any reason whatsoever, the remaining provisions shall still be valid. All provisions of the Agreement are to be construed in accordance with their fair meaning.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

OAKLAND RAIDERS,  
A California Limited Partnership

By \_\_\_\_\_

RAIDERETTE DEPARTMENT

RAIDERETTE

Pr \_\_\_\_\_

## EXHIBIT A

### OAKLAND RAIDERS RAIDERETTE RULES AND REGULATIONS

THESE RULES AND REGULATIONS ARE NOT EXCLUSIVE. CLUB MAY, FROM TIME TO TIME, SET FORTH ADDITIONAL RULES AND REGULATIONS, ORAL OR WRITTEN, AND CLUB MAY, AT ANY TIME, AMEND THESE RULES AND REGULATIONS AND RAIDERETTE SHALL BE BOUND BY ALL ADDITIONS AND AMENDMENTS.

1. RAIDERETTE shall, at all times, take great pride in RAIDERETTE'S conduct, performance, and appearance because RAIDERETTE is and RAIDERETTE acknowledges that RAIDERETTE is a part of and represents the finest organization in sports.
2. RAIDERETTE shall not bet, wager, gamble, or in any manner whatsoever participate in any betting pool or other gambling arrangement involving any game in which any National Football League ("NFL") member club participates or which involves any player or players affiliated with the NFL.
3. If RAIDERETTE fails to perform the duties pursuant to the Raiderette Agreement or if RAIDERETTE'S skills and abilities decline, in the sole opinion of CLUB, CLUB may, in addition to all other remedies available to it, prohibit RAIDERETTE from performing in one or more Home Games or Other Events and/or from appearing at public or private events in RAIDERETTE'S capacity as a Raiderette.
4. RAIDERETTE shall arrive at CLUB'S home field in proper attire at least three (3) hours before kickoff time unless informed otherwise by CLUB personnel in charge of Raiderettes. RAIDERETTE shall bring to the stadium the entire uniform issued by CLUB and shall be given an opportunity and location in which to change into such uniform.
5. RAIDERETTE shall appear in the entire uniform issued by CLUB on the playing field and surrounding area of the home field at any and all times on the day of Home Games as instructed by CLUB personnel in charge of Raiderettes.
6. RAIDERETTE shall, at the request of CLUB and in addition to duties set forth in the Raiderette Agreement, participate in Raider Fan Day, Raider Rally and in the Super Bowl if CLUB participates in the Super Bowl.
7. RAIDERETTE acknowledges that the tasks required during RAIDERETTE'S employment by CLUB are physically demanding athletic activities and as such, RAIDERETTE shall at all times maintain RAIDERETTE'S physical and athletic condition at the highest possible level. If RAIDERETTE fails to maintain the highest possible level of physical and athletic condition, CLUB, in its sole discretion may, in addition to all other remedies available to it, prohibit RAIDERETTE from performing at one or more Home Games or Other Events, from appearing in RAIDERETTE'S capacity as a member of the Raiderettes at any public or private event or function, and/or from being photographed in RAIDERETTE'S capacity as a member of the Raiderettes.
8. RAIDERETTE shall not wear or utilize hair curlers or any other hair styling apparatus on the way to, during, or on the way from any Home Game, other event or public or private event or function at which RAIDERETTE appears in RAIDERETTE'S capacity as a Raiderette nor shall RAIDERETTE be photographed in RAIDERETTE'S capacity as a Raiderette with such hair curlers or hair styling apparatus.
9. RAIDERETTE shall not chew gum, eat, drink alcohol, or smoke while on the playing field/surrounding area of the home field or while in view of the public, at rehearsals, practices, fittings, preparations, drills, or workouts, Other Events, or public or private events or functions at which RAIDERETTE appears in RAIDERETTE'S capacity as a Raiderette, whether appearing in uniform or in street clothes. RAIDERETTE shall not be photographed in RAIDERETTE'S capacity as Raiderette while chewing gum, eating, drinking, smoking, or seemingly doing any of the above. References to "drinking" include specifically, but are not limited to, drinking alcoholic beverages.

10. Exclusive of engagement and wedding rings, RAIDERETTE shall not at any time while wearing any part of the uniform issued by CLUB wear any jewelry or attire not issued by CLUB as a part of the uniform, including, but not limited to, any visible body piercing jewelry. Further, no tattoos shall be visible when in uniform or any part thereof.

11. Prior to the start of the NFL preseason CLUB will publish a "Schedule" of fines. RAIDERETTE agrees to the imposition of fines that may be assessed in accordance with the Schedule. Any such fines that may be imposed will be deducted from any compensation due to RAIDERETTE from any and all sources, including compensation due RAIDERETTE pursuant to Paragraph 4 of the "Raiderette Agreement" entered into between CLUB and RAIDERETTE. Should there be a dispute between CLUB and RAIDERETTE over the amount of fines, or imposition fines, such dispute will be resolved by CLUB'S Raiderette Director, who shall have final and binding authority to resolve all such disputes.

12. You are allowed only ten (10) absences from rehearsal and/or games before being dismissed from the squad. Remember, a Saturday absence before a game constitutes one and one half (1½) absences and three (3) lates equal one absence (as defined in III Rehearsal Attendance Rules in Raiderette Manual). You can see that these absences add up in a hurry. You may have the full 9 ½ and remain on the squad, but on the next one after that, you turn in your uniform and become a former Raiderette.

13. Excessive and/or improper fraternization with CLUB players or personnel will be grounds for dismissal.

14. CLUB is not responsible for lost or stolen articles.

15. No RAIDERETTE will be allowed to bring guests into their locker room.

16. Appropriate attire is to be worn to and from games unless alternate official cheerleading clothing is provided for this purpose. Attire should be neat and professional. Neither inappropriate jeans nor trendy, provocative clothing will be permitted. Raiderette staff may disapprove inappropriate clothing and ask that you change before leaving dressing room if attire is not appropriate.

17. Raiderettes are allowed to ONLY sell the official Raiderette Swimsuit Calendar whenever they are scheduled for a calendar sales event whether it is booked through this office or between Raiderette and client or at appearances as directed by Raiderette Director. Raiderettes are not allowed to sell any other items not sanctioned by CLUB. Failure to abide by this rule will result in losing calendar selling privileges.

18. RAIDERETTE must abide by the Oakland Raiders computer and internet policy at all times, a signed copy of which is attached hereto and made part of this Agreement.