

SETTLEMENT AND RELEASE AGREEMENT

Subject to Court approval, which the Parties and their counsel will ask the Court to grant, Plaintiffs and proposed Class Representatives Lacy T. [REDACTED] ("Lacy T.") and Sarah G. [REDACTED] ("Sarah G."), individually, and on behalf of themselves and all others similarly situated, and Defendant The Oakland Raiders ("The Raiders"), enter into this binding Settlement and Release Agreement. This Settlement resolves the class and representative claims asserted in the litigation titled *Lacy T. and Sarah G., on behalf of themselves and all others similarly situated, v. The Oakland Raiders*, Case No. RG14710815, originally filed January 22, 2014, and currently pending before Judge Wynne Carvill in Alameda County Superior Court, Department 21. For good and valuable consideration, receipt of which is hereby acknowledged, the Parties enter into this Settlement and Release Agreement (the "Release" or "Settlement") on the following terms, conditions, and releases:

1. **Recitals:** Plaintiffs Lacy T. and Sarah G. ("Plaintiffs") filed a Second Amended Complaint on March 4, 2014, in Alameda County Superior Court, Case No. RG14710815, against The Oakland Raiders. Plaintiffs' complaint raises allegations that The Raiders: (1) failed to pay minimum wage; (2) failed to pay wages in a timely manner; (3) unlawfully deducted from wages; (4) failed to pay all overtime earned for hours worked; (5) failed to provide wage statements; (6) prohibited discussing wages; (7) imposed unlawful terms and conditions; (8) failed to reimburse employees for expenses; (9) failed to provide meal and rest breaks; (10) breached plaintiffs' employment contracts; and (11) committed unfair business practices. Plaintiffs allege both class claims and representative claims under the Private Attorneys' General Act ("PAGA").

1.1 **Discovery:** The Parties have engaged in discovery in the Litigation, including the production of documents related to the hours worked and pay received by Class Members, and documents related to Plaintiffs' allegations. The Parties have also engaged in legal and factual analysis of the claims and defenses at issue in the Litigation.

1.2 **Mediation:** On July 14, 2014, the parties engaged in mediation before Mark Rudy of Rudy, Exelrod, Zieff, & Lowe, LLP. Through mediation, the Parties reached an agreement to settle this case.

1.3 **Settlement:** As of the date of their signatures on this Release, the Parties wish to resolve all matters raised in Case No. RG14710815. The parties intend for this Settlement to release all class and representative claims that were asserted, could have been asserted, or are related to the claims asserted by Plaintiffs and Class Members in connection with this matter. The Parties enter into this Settlement Agreement on a conditional basis until the Settlement becomes Final, as described in Paragraph 10.1. Unless the Court orders otherwise, this Settlement Agreement shall be deemed null and void *ab initio* should the Settlement Agreement not become Final.

2. **Definitions:**

2.1 **Aggregate Share Number Total** refers to the aggregate total of all individual Share Numbers, as described in Paragraph 9.5.1.

2.2 **Class Counsel** refers, subject to the Court's approval, to Leslie F. Levy, Darci E. Burrell, and Sharon R. Vinick, of Levy Vinick Burrell Hyams LLP.

2.3 Class Counsel Expenses and Fees Payment refers to Class Counsel's attorneys' fees and reasonable litigation expenses.

2.4 Class Members refers to members of the class the Parties agree should be certified for Settlement purposes only, which will be defined as "All individuals who worked as Raiderettes for The Oakland Raiders, from January 22, 2010 to June 30, 2014." There are 90 individuals who are class members in this suit.

2.5 Court refers to the Court having jurisdiction of this Litigation, presently the Superior Court of the State of California for the County of Alameda, Judge Wynne Carvill of Department 21 presiding.

2.6 Defendant refers to the defendant in this matter, The Oakland Raiders ("The Raiders").

2.7 "Final": "Final" means that the Settlement has been finally approved by the Court and either (i) the California Court of Appeal or California Supreme Court has rendered a final judgment affirming the Court's Final Approval without material modification, or (ii) the applicable date for seeking appellate review of the Court's Final Approval of the Settlement has passed without a timely appeal or request for review having been made.

2.8 Final Approval refers to the Court's order granting Final Approval of the Settlement and "Final Approval Date" means the date that The Raiders' counsel receives the Court's Final Approval order.

2.9 Final Settlement Class or Final Settlement Class Members refers to all members of the Settlement Class who do not exclude themselves from the class in compliance with the exclusion procedures set forth in this Settlement Agreement.

2.10 Litigation refers to *Lacy T. and Sarah G., on behalf of themselves and all others similarly situated, v. The Oakland Raiders*, Case No. RG14710815, originally filed January 22, 2014, and currently pending in Alameda Superior Court.

2.11 Parties refers to Plaintiffs Lacy T. and Sarah G., and Defendant The Raiders.

2.12 Party refers to either Plaintiffs Lacy T. and Sarah G., or Defendant The Raiders.

2.13 Payout Ratio refers to the amount individual Class Members will receive as a Settlement Share, which shall be calculated by dividing their Share Number by the Aggregate Share Number Total, as described in Paragraph 9.5.2.

2.14 Plaintiffs refers to named Plaintiffs Lacy T. and Sarah G.

2.15 Preliminary Approval refers to the Court order granting Preliminary Approval of this Settlement Agreement.

2.16 Released Persons refers to The Raiders and its past, present, or future officers, directors, shareholders, owners, partners, limited partners, assignees, entity owners, interest holders, employees, agents, principals, heirs, representatives, accountants, auditors,

attorneys, consultants, insurers, its successors and predecessors in interest, subsidiaries, affiliates, parents, and its company-sponsored employee benefit program, and all of their respective officers, directors, owners, employees, partners, limited partners, administrators, fiduciaries, trustees and agents.

2.17 Releasing Persons refers to Plaintiffs Lacy T., Sarah G., and all members of the Final Settlement Class.

2.18 Settlement refers to the Settlement described in this Settlement and Release Agreement.

2.19 Settlement Agreement refers to this Settlement and Release Agreement.

2.20 Settlement Share refers to the payment to which a qualifying Final Settlement Class Member becomes entitled pursuant to this Settlement; the Settlement Share to which each class member is entitled depends upon the year(s) in which the Class Member worked for the Raiders, as more specifically described below:

2.20.1 2009 Share refers to the amount which will be paid to those members of the Settlement Class who were selected as part of the Raiderettes squad for the 2009-2010 football season and who made appearances for which they did not receive an appearance fee after January 22, 2010;

2.20.2 2010 Share refers to the amount which will be paid to each member of the Settlement Class who worked during the 2010-2011 football season;

2.20.3 2011 Share refers to the amount which will be paid to each member of the Settlement Class who worked during the 2011-2012 football season;

2.20.4 2012 Share refers to the amount which will be paid to each member of the Settlement Class who worked during the 2012-2013 football season;

2.20.5 2013 Share refers to the amount which will be paid to each member of the Settlement Class who worked during the 2013-2014 football season.

2.21 Share Number refers to the formula by which individual Settlement Shares shall be calculated, as described in Paragraph 9.5.1.

3. Class Definition: For purposes of Settlement only, a class will be proposed for certification. Class Members are defined as:

“All individuals who worked as Raiderettes for The Oakland Raiders, from January 22, 2010, to June 30, 2014.”

Membership in this class is subject to the right of any Class Member to opt-out pursuant to the opt-out procedure set forth in this Settlement.

4. Maximum Settlement Amount: The Maximum Settlement Amount that The Raiders will be obligated to pay in connection with the Settlement is \$1,250,000, which amount will cover all Settlement Shares paid to Class Members who do not opt out of the Settlement; the

California Labor and Workforce Development Agency (“LWDA”) Payment for its share of the Settlement; the Class Representative Payments; the Class Counsel Expenses and Fees Payment; and the Settlement Administrator Payment for the Settlement Administrator’s fees and expenses. The Maximum Settlement Amount includes payment for all unpaid wages, unpaid overtime, unreimbursed business expenses, penalties, interest, and taxes (except as provided in Paragraph 4.1).

4.1 Corporate Taxes: The Maximum Settlement Amount does not include The Raiders’ corporate tax obligations, which shall be paid separately and in addition to the Maximum Settlement Amount.

5. Net Settlement Amount: The Net Settlement Amount is the amount from the Maximum Settlement Amount that is available for distribution to Class Members after deductions for the LWDA Payment, the Class Representative Payments, the Class Counsel Expenses and Fees Payment, and the Settlement Administrator Payment.

6. Class Members: All Class Members other than those who timely and properly opt-out of the Settlement will be bound by the Settlement and entitled to receive Settlement Shares.

7. Settlement Administration: In connection with their motion for Preliminary Approval, the Parties will propose a Settlement Administrator to deliver notice of the Settlement to Class Members, distribute Settlement Shares to Class Members, resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement, and otherwise administer the Settlement.

8. Treatment of Settlement Shares: Each Settlement Share will be treated as a payment in settlement of the Class Member’s claim for civil and statutory penalties under the California Labor Code, interest, and unreimbursed business expenses; as well as a payment in settlement of the Class Member’s claim for wages.

8.1 Apportionment: As set forth below, the Parties allocate a portion of the Settlement Share to Class Members’ claims for civil and statutory penalties, interest, and unreimbursed business expenses, and a portion of the Settlement Share to Class Members’ claims for wages.

8.1.1 2009 Share: 38% of the 2009 Share will be apportioned to wages. The remaining 62% of the 2009 Share will be apportioned to penalties, interest, and unreimbursed expenses.

8.1.2 2010 Share: 34% of the 2010 Share shall be apportioned to wages. The remaining 66% of the 2010 Share shall be apportioned to penalties, interest, and unreimbursed expenses.

8.1.3 2011 Share: 33% of the 2011 Share shall be apportioned to wages. The remaining 67% shall be apportioned to penalties, interest, and unreimbursed expenses.

8.1.4 **2012 Share:** 35% of the 2012 Share shall be apportioned to wages. The remaining 65% shall be apportioned to penalties, interest, and unreimbursed expenses.

8.1.5 **2013 Share:** 7% of the 2013 Share shall be apportioned to wages. The remaining 93% shall be apportioned to penalties, interest, and unreimbursed expenses.

8.2 **Taxes on Wages:** The percent of the Settlement Share paid to Class Members and designated as wages will be paid to Class Members less standard and appropriate withholdings and deductions, for which IRS Forms W-2 will be issued. The Settlement Administrator shall be responsible for issuing to each Class Member an IRS Form W-2 for the amount paid as wages.

8.3 **Taxes on Penalties, Interest and Expenses:** No tax deductions and withholdings will be taken from the percent of the Settlement Shares allocated to Class Members' claims for civil and statutory penalties, interest, and unreimbursed business expenses, and IRS Forms 1099 will be issued with respect to that portion of the Settlement Shares. Each Class Member will be solely responsible for paying all applicable taxes associated with this portion of the Settlement Share. The Settlement Administrator shall be responsible for issuing to each Class Member an IRS Form 1099 for the amount paid as unreimbursed business expenses, interest and penalties.

8.4 **No Warranty:** It is understood that no Party, nor attorney for any Party, makes any representation or warranty regarding taxability of said payments to Final Settlement Class Members. The Parties represent and agree that none of them has received and/or relied on any advice and/or representations from the other Party and/or its attorneys as to the necessity for withholding or the taxability of the consideration paid pursuant to this Settlement Agreement, whether pursuant to federal, state or local income tax statutes. Final Settlement Class Members are responsible for payment of appropriate taxes due on what they receive.

8.5 **No Effect on Employee Benefits:** Payments pursuant to this Settlement Agreement are not and shall not be deemed to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation, or wages under any employee benefit plan or employment policy of, or sponsored by, The Raiders, or any of its present or former parent corporations or affiliates to any jointly trusted benefit plans. Payments pursuant to this Settlement Agreement shall not be deemed to form the basis for any additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan or employment policy of, or sponsored by, The Raiders or any of its present or former parent corporations or affiliates or any jointly trusted plans.

9. **Apportionment of Maximum Settlement Amount:** Subject to Court approval, the Maximum Settlement Amount will be apportioned as follows:

9.1 **LWDA Payment:** The LWDA will receive its settlement share in the amount of \$7,500, which is 75% of the \$10,000 allocated to PAGA penalties. This share will account for all causes of action Plaintiffs allege, or could have alleged, under PAGA.

9.2 **Class Representative Payments:** Plaintiffs Lacy T. and Sarah G. will each receive a Class Representative Payment in the amount of \$10,000. Plaintiffs will receive IRS Forms 1099 from the Settlement Administrator along with these payments and will be solely responsible for reporting and paying all applicable federal, state and local tax.

9.3 **Class Counsel Expenses and Fees:** Class Counsel will receive an amount not to exceed thirty three and one-third percent (33 1/3%) of the Maximum Settlement Amount in attorneys' fees. Class Counsel will also receive an amount not to exceed \$25,000 for reimbursement of reasonable litigation expenses. Amounts paid as costs and attorneys' fees shall be paid to Class Counsel and Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for whatever is paid to them. To the extent the Court awards less than the amount of attorneys' fees and costs requested by Class Counsel, the remaining amount will be redistributed to the Class Members on a pro rata basis.

9.4 **Settlement Administrator Payment:** The Settlement Administrator will receive payment for services rendered in connection with administering the Settlement, not to exceed \$7,500.

9.5 **Class Member Settlement Shares:** After deducting the sums described in 9.1 - 9.4 from the Maximum Settlement Amount, all remaining funds (the "Net Settlement Amount") will be distributed among Participating Class Members based on the following formula:

9.5.1 **Share Number:** Each Class Member shall be assigned a "Share Number" based on the seasons she worked as a Raiderette. The shares shall be assigned as "1.0" for the 2010 season, "0.86" for the 2011 season, "0.80" for the 2012 season, and "0.36" for the 2013 season. Each Class Member will receive an individual Share Number by adding the shares assigned to each season in which the Class Member worked as a Raiderette. The aggregate total of all individual Share Numbers shall be referred to as the "Aggregate Share Number Total."

9.5.1.1 **2009 Share:** There are six (6) Class Members who worked for The Raiders during the 2009-2010 season and who made at least one appearance after January 22, 2010 for which they did not receive an appearance fee. The share assigned to these six Class Members will be "0.02."

9.5.1.2 **2010 Share:** There are three (3) Class Members who worked for The Raiders during part, but not all, of the 2010-2011 season. Based on the number of weeks worked by each of these three Class Members, the Parties agree that Class Members Kara J [REDACTED] and Lauren P [REDACTED] will each receive half of a 2010 Share for work performed during the 2010-2011 season; and that Class Member Jovanna [REDACTED] W [REDACTED] will receive a full 2010 Share for work performed during the 2010-2011 season.

9.5.2 **Payout Ratio:** Each Class Member's Payout Ratio shall be determined by dividing her individual Share Number by the Aggregate Share Number Total. Each Participating Class Member's Settlement Award shall be calculated by multiplying her Payout Ratio times the Net Settlement Amount.

9.5.3 **Opt-Out Shares Remain With The Raiders:** Class Members who opt out will not actually receive a Settlement Share and the Settlement Shares that

they would otherwise have received based on the above formula had they not opted out shall remain with The Raiders.

9.6 Non-Opposition: The Raiders will not oppose the amounts sought as stated in Paragraph 9.1 (LWDA Payment), Paragraph 9.2 (Class Representative Payments), and Paragraph 9.3 (Class Counsel Expenses and Fees Payment). The Parties will cooperate in promoting the Settlement to the Class Members.

9.7 Modification of Apportionment: Should the Court condition Final Approval of the Settlement on a modification of the apportionment of the Maximum Settlement Amount, as described above, the Maximum Settlement Amount will nevertheless remain \$1,250,000.

10. Distribution of Payments: The Settlement Shares, the Class Representative Payments, the Class Counsel Expenses and Fees Payment, and the payment to the LWDA will be paid within four weeks after the Settlement becomes Final as defined below.

10.1 “Final”: “Final” means that the Settlement has been finally approved by the Court and either (i) the California Court of Appeal or California Supreme Court has rendered a final judgment affirming the Court’s Final Approval without material modification, or (ii) the applicable date for seeking appellate review of the Court’s Final Approval of the Settlement has passed without a timely appeal or request for review having been made.

10.2 Calculation of Payments to Settlement Class Members: Within 5 days of Final Approval by the Court, the Settlement Administrator shall provide counsel for the Parties with a list of all Settlement Class Members, the payout to each Settlement Class Members, and the employer’s share of payroll taxes on such payouts.

10.3 Release of Funds to Settlement Administrator: Within 10 days of Final Approval by the Court, Defendant will deposit with the Settlement Administrator a total of \$1,250,000, plus the full amount necessary to pay the employer’s share of the payroll taxes on settlement payments, as estimated by the Settlement Administrator.

10.4 Checks Mailed: All payments described herein, including Settlement Shares, will be mailed within 30 days of the Settlement becoming Final, as described in Paragraph 10.1. Final Settlement Class Members will not be required to submit a claim form.

10.5 Checks to Settlement Class Members: Settlement Class Members do not need to file or submit a claim form. Checks sent to Settlement Class Members shall contain a legend on the reverse side of the claim that states: “By not opting out, you are waiving and releasing all claims that were brought, could have been brought, or are related to the claims brought in *Lacy T. and Sarah G. v. The Oakland Raiders*. You may read the full notice, waiver and release online at www.levyvinick.com/raiderettesettlement.htm.” However, regardless of whether a Settlement Class Member negotiates a settlement check, any Settlement Class Member who has failed to timely opt out shall be deemed to have released the claims that were brought, could have been brought, or are related to the claims brought in the *Lacy T. and Sarah G. v. The Oakland Raiders*, as more fully described below in Section 15 of this Settlement Agreement.

11. Process for Preliminary and Final Approval: The Parties propose the following process for Preliminary and Final Approval:

11.1 Preliminary Approval Motion: Within 30 days after this Settlement Agreement and Release is signed by the Parties, the Parties will jointly move the Court for Preliminary Approval of the Settlement. The motion shall seek the following: Preliminary Approval of this Settlement as fair, reasonable and adequate; preliminary appointment and approval of Plaintiffs as Class Representatives; preliminary appointment and approval of Class Counsel; preliminary appointment and approval of the Settlement Administrator; approval of procedure for sending notices to Class Members; approval of notice to be sent to Class Members; and authorization of Claims Administrator to mail the notice to Class Members.

11.2 Settlement Administrator: Within 15 days after the Court grants Preliminary Approval, The Raiders will provide to the Settlement Administrator the name, employee identification number, last known addresses, telephone number and email address, Social Security number, and which seasons within the Class period each Class Member worked as a Raiderette (the "Class Member Information"), which information the Settlement Administrator will keep confidential except as to the extent the Settlement provides for disclosure.

11.3 Notice: Within 15 days after receiving the Class Member Information from The Raiders, the Settlement Administrator will send notice of the Settlement to each Class Member by first class mail and by email using each Class Member's last known contact information. In the event of returned or non-deliverable notices that were sent by mail, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices by mail. A copy of the proposed Notice, and the proposed Settlement Share Form are attached hereto as Exhibits A and B, respectively. Both the Notice and Settlement Share Form are subject to Court approval. In addition, in the event that a Notice has been returned by mail, the Class Administrator will contact the Class Member by phone, at the last known phone number available to the Raiders.

11.4 Website: After the Court grants Preliminary Approval of the Settlement, Class Counsel will post on the firm's website all Settlement documents and other case-related documents.

11.5 Opt-Out: In order to opt out of the Settlement, a Class Member must send a letter, by mail, stating that she wants to opt out, or be excluded from, the Settlement to the Settlement Administrator by not later than 60 days after notice of the Settlement was mailed. If 10% or more of the Class Members validly opt out of the Settlement, The Raiders will have the right to rescind the Settlement and all actions taken in its furtherance will be null and void. The Raiders must exercise this right within 14 days after the Settlement Administrator notifies the Parties of the valid opt-outs received, which the Settlement Administrator will do within 14 days after the deadline for submission of the elections not to participate. If The Raiders exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

11.6 Objections: In order to object to the Settlement, a Class Member must file his or her objection, and serve it on the Parties, not later than 60 days after notice of the Settlement was mailed.

11.7 Final Approval: If The Raiders does not exercise the right to rescind the Settlement based on the number of Class Members who opt-out of the Settlement, or if fewer than 10% of Class Members validly opt out of the Settlement, the Parties will jointly move for

Final Approval of the Settlement. The Parties will move for Final Approval within 30 days after the deadline for The Raiders to exercise the right to rescind or, if fewer than 10% of Class Members validly opt out of the Settlement, within 30 days of receiving notice from the Settlement Administrator of the valid opt-outs received. In conjunction with the Motion for Final Approval, the Settlement Administrator shall provide a final report providing details regarding the execution of the notice process, the rate (if any) of opt outs and objections, and other information vital to the Court's assessment of the fairness of the Settlement Agreement.

11.8 Court's Determination: If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void.

12. Encouragement: Both Parties shall encourage each Class Member to participate in the Settlement, and neither Party will do anything to disrupt the Settlement.

13. No Liability or Precedent: In agreeing to this Settlement Agreement, The Raiders do not concede any liability or wrongdoing. Neither the fact of this Settlement Agreement, the existence of this Settlement Agreement, the terms of this Settlement Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as precedent in any case involving The Raiders, the Class Representatives, or the Class Members, except to enforce the terms of this Settlement Agreement or as a bar or defense to any claims that have been released pursuant to this Settlement Agreement. Further, in the event that the terms of this Settlement Agreement do not receive Final Approval from the Court (or if a Final Approval order is reversed on appeal), no part of this Settlement Agreement nor any order or action pursuant thereto shall be operable or admissible for any purpose whatsoever in the Litigation or in any other action or proceeding.

14. Plaintiffs' General Release of Claims: In consideration of the terms and conditions of the Settlement, effective as of the date of Final Approval of the Settlement, Plaintiffs hereby forever completely release and discharge The Raiders and all Released Persons from any and all claims, causes of action, rights, liabilities, expenses, and losses of any kind, known or unknown, that Plaintiffs had or might have against The Raiders or any of the Released Persons at any time prior to the date of Final Approval of the Settlement under any federal, state or local statute, law, regulation, or ordinance.

14.1 Includes Release of Claims Related to The Present Litigation: Without limiting the generality of the above release, this release includes, but is not limited to, all claims and causes of action asserted in the Second Amended Complaint, all claims and causes of action related in any way to the facts, claims, and causes of action alleged in this Litigation, even if presently unknown or unasserted, and all claims and causes of action that could have been pled in this Litigation. The matters released include, but are not limited to, any claims or causes of action under state and federal wage-and-hour laws or other laws affecting working conditions, the California Labor Code, all applicable Industrial Welfare Commission Wage Orders (including Wage Order 10-2001), the California Business & Professions Code, or The Private Attorneys General Act, Labor Code Section 2698, *et seq.* This release by Plaintiffs specifically includes without limitation any claims or causes of action based on or related to the allegation that The Raiders, either alone or with others, adopted or imposed illegal provisions relating to wages or working conditions of Raiderettes, and that such provisions gave The Raiders an unfair competitive advantage over other employers or competitors.

14.2 Includes Release of Unknown Claims: Plaintiffs acknowledge that they each may have claims or causes of action within the description of Paragraph 14 and its subparts that are presently unknown and that the release contained in this Settlement Agreement is intended to and will fully, finally, and forever discharge even such claims, whether now asserted or unasserted, known or unknown. ACCORDINGLY, PLAINTIFFS EXPRESSLY UNDERSTAND AND AGREE TO WAIVE THE PROVISIONS OF, AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES IN FULL AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In giving this waiver, Plaintiffs acknowledge that they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the subject matter released herein, but agree that they have taken that possibility into account in reaching this Settlement Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiffs expressly assume the risk, they freely and voluntarily give the release set forth above.

14.3 Waiver of California Labor Code Section 206.5: Plaintiffs acknowledge and agree that their claims, described above in Paragraph 14.1, are disputed and that California Labor Code section 206.5 is therefore not applicable to the Parties hereto. That section provides in pertinent part as follows:

No employer shall require the execution of any release of any claim or right on account of wages due or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.

14.4 Representation of no Assignment: Plaintiffs represent and warrant that nothing which would otherwise be released herein has been assigned or transferred, or purportedly assigned or transferred.

15. Class Members' Release Of Claims: In consideration of the terms and conditions of the Settlement, effective as of the date of Final Approval of the Settlement, the Final Settlement Class Members hereby forever completely release and discharge The Raiders and all Released Persons from all claims and causes of action asserted in the Second Amended Complaint, all claims and causes of action related in any way to the facts, claims, and causes of action alleged in this Litigation, even if presently unknown or unasserted, and all claims and causes of action that could have been pled in this Litigation. The matters released include, but are not limited to, any claims or causes of action under state and federal wage-and-hour laws or other laws affecting working conditions, the California Labor Code, all applicable Industrial Welfare Commission Wage Orders (including Wage Order 10-2001), the California Business & Professions Code, or The Private Attorneys General Act, Labor Code Section 2698, *et seq.* This release by Final Class Members specifically includes without limitation any claims or causes of action based on or related to the allegation that The Raiders, either alone or with others, adopted

or imposed illegal provisions relating to wages or working conditions of Raiderettes, and that such provisions gave The Raiders an unfair competitive advantage over other employers or competitors. Final Settlement Class Members waive all unknown claims falling within the scope of the claims described in this Paragraph 15, and therefore waive all rights under California Civil Code section 1542, which states: “A **general release does not extend to claims which the creditor does not know or suspects to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**”

15.1 Waiver of California Labor Code Section 206.5: Class Members acknowledge and agree that their claims, described above in Paragraph 15, are disputed and that California Labor Code section 206.5 is therefore not applicable to the Parties hereto. That section provides in pertinent part as follows:

No employer shall require the execution of any release of any claim or right on account of wages due or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.

15.2 Representation of No Assignment: Class Members represent and warrant that nothing which would otherwise be released herein has been assigned or transferred, or purportedly assigned or transferred.

16. Confidentiality: The Settlement shall remain confidential until the Parties file the stipulation for Preliminary Approval with the Court, except that The Raiders may refer to the Settlement Agreement and scope of the release in its Reply In Support of Petition To Compel Arbitration, Consolidate Arbitration, And Stay Litigation filed in *Caitlin Y. and Jenny C. v. The National Football League, The Oakland Raiders, LLC et al.*, Alameda Superior Court Case No. RG14727746 on September 3, 2014.

16.1 Joint Press Release: The Parties agree to issue a joint press statement concerning the Settlement at or around the time the Preliminary Approval Motion is filed. This press release shall state that the matter has been resolved and that The Raiders’ wage and hour policies and practices appear now to be compliant with California law. This press release will also state: “The settlement covers the 2010 through 2013 seasons, although a much smaller portion of the settlement is allocated to the 2013 season because The Raiders paid minimum wage and overtime in 2013, before the lawsuit was filed.”

17. Fair, Adequate, and Reasonable Settlement: The Parties agree that the Settlement is fair and reasonable and will so represent to the Court.

18. Disposition of Uncashed Settlement Checks: If a Class Member fails to cash the check for her Settlement Share within 180 days after it is mailed to the Class Member, all such checks shall be voided, and the unclaimed funds will be distributed to Girl’s Inc. of Alameda County, as a *cypres* recipient, subject to approval by the Court.

19. Waiver of Appeals: The Parties waive all appeals from the Court’s Final Approval of the Settlement unless the Court materially modifies the Settlement. An award by the Court of lesser amounts than those sought for the Class Representative Payments or the Class Counsel Expenses and Fees Payment will not be a material modification of the Settlement

20. **Binding on Successors and Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties hereto.

21. **Choice of Law:** All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California.

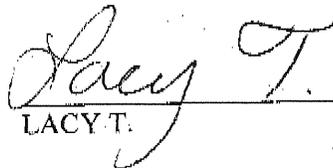
22. **Construction:** This Settlement Agreement is entered into freely and voluntarily, with each Party having been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

23. **Severability:** If any of the above provisions are found null, void, or inoperative for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the invalidation of any material term of this Settlement Agreement, including but not limited to all the terms and provisions specified in the Release of Claims, will invalidate this Settlement Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in force and effect.

24. **Amendment or Modification:** Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest.

25. **Entire Agreement:** This Settlement Agreement and any supplemental written agreement signed by Plaintiffs and The Raiders, if any, constitute the sole, exclusive, and entire agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized here. This Settlement Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties, whether written or verbal.

Date 9/3/14


LACY T.

Date _____

SARAH G.

Approved as to form:

LESLIE F. LEVY
LEVY VINICK BURRELL HYAMS LLP
Attorney for Plaintiffs

20. **Binding on Successors and Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties hereto.

21. **Choice of Law:** All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California.

22. **Construction:** This Settlement Agreement is entered into freely and voluntarily, with each Party having been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

23. **Severability:** If any of the above provisions are found null, void, or inoperative for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the invalidation of any material term of this Settlement Agreement, including but not limited to all the terms and provisions specified in the Release of Claims, will invalidate this Settlement Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in force and effect.

24. **Amendment or Modification:** Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest.

25. **Entire Agreement:** This Settlement Agreement and any supplemental written agreement signed by Plaintiffs and The Raiders, if any, constitute the sole, exclusive, and entire agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized here. This Settlement Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties, whether written or verbal.

Date _____

Date 9/3/2014

LACY T.

SARAH C.

Approved as to form:

LESLIE F. LEVY
LEVY VINICK BURRELL HYAMS LLP
Attorney for Plaintiffs

12 of 14 pages

20. Binding on Successors and Assigns: This Settlement Agreement shall be binding upon and inure to the benefit of the successors or assigns of the Parties hereto.

21. Choice of Law: All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of California.

22. Construction: This Settlement Agreement is entered into freely and voluntarily, with each Party having been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist."

23. Severability: If any of the above provisions are found null, void, or inoperative for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the invalidation of any material term of this Settlement Agreement, including but not limited to all the terms and provisions specified in the Release of Claims, will invalidate this Settlement Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in force and effect.

24. Amendment or Modification: Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest.

25. Entire Agreement: This Settlement Agreement and any supplemental written agreement signed by Plaintiffs and The Raiders, if any, constitute the sole, exclusive, and entire agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized here. This Settlement Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties, whether written or verbal.

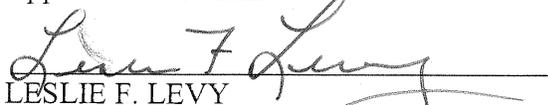
Date _____

LACY T.

Date _____

SARAH G.

Approved as to form:


LESLIE F. LEVY
LEVY VINICK BURRELL HYAMS LLP
Attorney for Plaintiffs

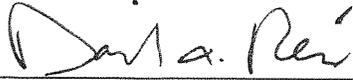
Date 9/3/14



on behalf of THE OAKLAND RAIDERS

MARC BABIN
9/3/14

Approved as to form:



David J. Reis
Arnold & Porter LLP
Attorney for the Oakland Raiders

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

Lacy T. and Sarah G., individually, on behalf
of all others similarly situated, and on behalf
of the general public,

CASE NO. RG14710815

Plaintiffs,

v.

**NOTICE OF CLASS ACTION
SETTLEMENT**

The Oakland Raiders, and DOES 1 through 10
inclusive,

Defendants.

IMPORTANT NOTIFICATION TO POTENTIAL CLASS MEMBERS

IF YOU WERE EMPLOYED BY THE OAKLAND RAIDERS AND WORKED AS A RAIDERETTE AT ANY TIME FROM JANUARY 22, 2010 TO JUNE 30, 2014, YOU ARE ENTITLED TO PAYMENT AS A CLASS MEMBER IN A CLASS ACTION SETTLEMENT.

A \$1,250,000 SETTLEMENT FUND HAS BEEN CREATED TO PAY CLAIMS OF CLASS MEMBERS IN ORDER TO SETTLE A WAGE AND HOUR LAWSUIT.

IF YOU WERE EMPLOYED BY THE OAKLAND RAIDERS AND WORKED AS A RAIDERETTE FROM JANUARY 22, 2010 TO JUNE 30, 2014 AND WANT TO RECEIVE A SHARE OF THE SETTLEMENT DESCRIBED IN THIS NOTICE, YOU DO NOT HAVE TO TAKE ANY ACTION, WHATSOEVER.

IF YOU WERE EMPLOYED BY THE OAKLAND RAIDERS AND WORKED AS A RAIDERETTE FROM JANUARY 22, 2010 TO JUNE 30, 2014 AND DO NOT WANT TO RECEIVE A SHARE OF THE SETTLEMENT DESCRIBED IN THIS NOTICE, YOU MUST SEND A LETTER TO THE CLAIM ADMINISTRATOR, AS DESCRIBED BELOW.

YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS, WHETHER YOU ACT OR DO NOT ACT.

THE ALAMEDA COUNTY SUPERIOR COURT AUTHORIZED THIS NOTICE. THIS IS NOT A LAWSUIT AGAINST YOU, AND THIS IS NOT A SOLICITATION FROM A LAWYER.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVING A SETTLEMENT PAYMENT	If you wish to receive the settlement described in this notice, you do not have to take any action and a settlement check will be sent to you if the Court approves the Settlement.
EXCLUDE YOURSELF	If you exclude yourself by opting out of the class, you get no payment but you retain your right to pursue your claims against The Oakland Raiders in a separate action or proceeding.
OBJECT	If you disagree with the proposed Settlement, you may submit an objection. You may also appear in Court and explain why you do not like the Settlement or use an attorney to appear for you. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If you object, this does not mean you opt out of the class. As explained below, if you opt out of the class, you will not be permitted to object to the settlement terms.
DO NOTHING	If you do nothing, you will receive a payment and your right to pursue a claim against The Oakland Raiders will be waived even if you do not cash the check.

BASIC INFORMATION

1. Why did I receive this Notice?
--

You received this Notice because The Oakland Raiders' records show that you worked for The Oakland Raiders as a Raiderette between January 22, 2010 and June 30, 2014.

This Notice explains that the Court has granted preliminary approval of a proposed Settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant Final Approval of the proposed Settlement.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for benefits, and how to get these benefits.

The Court in charge of the case is the Superior Court of the State of California, County of Alameda, and the case is known as *Lacy T. and Sarah G., on behalf of themselves and all others similarly situated, v. The Oakland Raiders*, Case No. RG14710815.

DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS. THE COURT WILL NOT ANSWER ANY OF YOUR QUESTIONS.

2. What is this lawsuit about?

The lawsuit claims that the Oakland Raiders (referred to as "Defendant"): (1) failed to pay

minimum wage; (2) failed to pay wages in a timely manner; (3) took unlawful deductions from wages; (4) failed to pay all overtime earned for hours worked; (5) failed to provide wage statements; (6) prohibited discussing wages; (7) imposed unlawful terms and conditions of employment; (8) failed to reimburse employees for necessary expenses; (9) failed to provide meal and rest breaks; (10) breached plaintiffs' employment contracts; and (11) committed unfair business practices. Lacy T. and Sarah G. (referred to as the "Named Plaintiffs") allege both class claims and representative claims under the Private Attorneys' General Act ("PAGA").

Defendant denies these allegations and contends, among other things, that the Class Members were paid all wages due and owing to them, were provided meal and rest breaks and were not subjected to unlawful terms and conditions of employment. However, in order to avoid the time and expense of proceeding with the lawsuit through arbitration, possible appeals, and final judgment, the Named Plaintiffs and Defendant agreed to enter into a settlement of this case ("Settlement").

Defendant, Class Counsel and Named Plaintiffs Lacy T. and Sarah G. encourage you to consider this to be a fair settlement.

3. What is a class action?

In a class action, one or more people, called Class Representatives (in this case Lacy T. and Sarah G.), file a lawsuit on behalf of people who they believe have similar claims ("Class Members"). The individuals or companies who are being sued are known as Defendant. The Court will resolve the issues for all Class Members, except for those who exclude themselves from the Class.

4. What is a settlement?

A class action Settlement occurs when Class Representatives and Defendant decide to settle the case rather than seek a decision from a judge or jury. The proposed Settlement must be approved by the Court. This happens in two stages. First, if the Court is satisfied that the proposed Settlement appears fair, adequate and reasonable, it grants preliminary approval and orders that a Notice like this be sent to the Class Members. Class Members can then request exclusion, or object to the proposed Settlement. Once Class Members have had an opportunity to make this decision, the Court reviews this information – and submissions by all interested persons – and decides whether to grant final approval of the Settlement. If the Court grants final approval, the Class Members who did not ask to be excluded will become Settlement Class Members and will be paid out of the Settlement monies in exchange for a release of claims.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

Any woman who worked for The Oakland Raiders as a Raiderette between January 22, 2010 to

June 30, 2014 is entitled to participate in the Settlement.

6. Are there exceptions to being included?

No, as long as you worked as a Raiderette between January 22, 2010 and June 30, 2014, you are a member of the Class and may participate in the Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the settlement provide?

Defendant has agreed to create a fund of \$1,250,000.00 to be divided among all Class Members who do not choose to exclude themselves from the Settlement. This fund will also pay for Plaintiffs' attorneys' fees and costs, enhancements to the Named Plaintiffs (who are also referred to as Class Representatives), and other payments made pursuant to this Settlement.

8. How much will my payment be?

Your share of the Settlement depends upon which year(s) you worked as a Raiderette. Attached to this Notice is a Statement of Settlement Share which indicates the years in which you worked as a Raiderette and the payment that you will receive for each year, unless you choose to exclude yourself from the settlement. The Statement of Settlement Share also indicates the portion of the Settlement Share from which payroll taxes will be deducted. The remaining portion of the Settlement Share is considered unreimbursed expenses, interest and penalties, and will be reflected on an IRS Form 1099. You alone are responsible for paying any appropriate taxes on the latter amount.

9. What if I think that my payment under the Settlement has been incorrectly calculated?

Your share of the Settlement is shown on the Statement of Settlement Share which is sent to you with this Notice. If you believe that the Statement is incorrect with respect to the year(s) in which you worked as a Raiderette, or contains some other errors, you may challenge the calculations by sending a letter, explaining the error, to Simpluris, the Settlement Administrator, at the following address:

Simpluris
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

Simpluris will work with counsel for both parties to try and resolve any concerns you may have regarding the calculation of your Settlement Share. You may also contact counsel for Named Plaintiffs to discuss any questions or concerns regarding your Settlement Share.

HOW YOU GET A PAYMENT

10. How can I get a payment?

To receive payment, you do not need to take any action. If the Settlement is approved, a check will be sent to you.

11. When would I get my payment?

The Court will hold a hearing on [DATE] at [TIME] to decide whether to finally approve the Settlement. If the Court approves the Settlement, there may be appeals. Resolving any appeals can take time, perhaps more than a year. Please be patient. However, if the Court approves the Settlement at the hearing and there are no appeals, payments will be made within a few months after the hearing.

12. What am I giving up to get a payment?

If you accept the payment, you will release Defendant and their members, managers, officers, directors, employees, insurers and attorneys from all claims and causes of action asserted in this Litigation, all claims and causes of action related in any way to the facts, claims, and causes of action alleged in this Litigation, even if presently unknown or unasserted, and all claims and causes of action that could have been pled in this Litigation. The release includes any and all past and/or present claims for alleged failure to pay minimum wage, to pay wages in a timely manner, unlawfully deducting from wages, failure to pay all overtime earned for hours worked, failure to provide wage statements, prohibition against discussing wages, imposition of unlawful terms and conditions, failure to reimburse employees for expenses, failure to provide meal and rest breaks, breach of contracts, unfair business practices and violations of the Private Attorneys' General Act ("PAGA"). This Release is final.

If you choose not to accept the payment but do not opt out of the lawsuit, you will still be releasing all claims and causes of action asserted in this Litigation, all claims and causes of action related in any way to the facts, claims, and causes of action alleged in this Litigation, even if presently unknown or unasserted, and all claims and causes of action that could have been pled in this Litigation, including: all claims that you may have for the Raiders' alleged failure to pay minimum wage; to pay wages in a timely manner; unlawfully deducting from wages; failure to pay all overtime earned for hours worked; failure to provide wage statements; prohibition against discussing wages; imposition of unlawful terms and conditions; failure to reimburse employees for expenses; failure to provide meal and rest breaks; breach of contracts; and unfair business practices and violations of the Private Attorneys' General Act ("PAGA").

You can review the exact language of the release by reviewing Sections ____ through ____ of the Settlement, which is available online at www.levyvinick.com/raiderettesettlement.htm.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant on your own regarding the legal issues raised in or related to this case, then you must exclude yourself from the Settlement. This is called “opting out” of the Class. If you exclude yourself from the Settlement, you will not receive any payment at all from this Settlement.

If you choose to participate in this Settlement, it will affect your ability to participate in another lawsuit currently pending in Alameda County Superior Court called *Caitlin Y. and Jenny C., individually and on behalf of all others similarly situated and in the interest of the general public of the State of California, v. The National Football League, The Oakland Raiders, LLC, and Does 1-50 inclusive*, Case No. RG14727746. That lawsuit raises similar claims as those raised in this Litigation. If you participate in this Settlement, you will likely be unable to assert any of the claims raised in the other lawsuit. If you have questions about participating in this Settlement or about the other lawsuit, you should consult an attorney.

13. How do I request to be excluded from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *Lacy T. and Sarah G., on behalf of themselves and all others similarly situated, v. The Oakland Raiders*, Case No. RG14710815. Be sure to include your name, mailing address, email address (if any), telephone number, and your signature. Your exclusion request must be postmarked no later than [DATE] to:

Simpluris
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

If you ask to be excluded you will not receive any settlement payments and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You will be able to sue or continue to sue Defendant in the future. If you are represented by an attorney in a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may need to exclude yourself from this Class to continue your own lawsuit.

14. What happens if I do nothing?

If you do nothing regarding this notice, your rights will still be affected. After final approval of the Settlement Agreement by the Court, you will receive a payment and your right to pursue a claim against Defendant will be waived even if you do not cash the check.

THE LAWYERS REPRESENTING THE CLASS

15. Do I have a lawyer in this case?

The law firm of Levy Vinick Burrell Hyams LLP represents Class Members, and is called Class Counsel. Class Counsel will be paid from the settlement amount, so you will not be charged personally for the firm’s work on this case and in negotiating this settlement. If you want to be individually represented by a lawyer, you may hire one at your own expense.

16. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court to approve the payment of \$400,000 for attorneys’ fees (32% of the total) and \$23,000 for costs and expenses associated with investigating the facts, litigating the case, and negotiating the settlement. A payment not to exceed \$7,500 will also be made for the costs of the Claims Administrator administering the Settlement. A payment of up to \$10,000 will be made to each of the two Class Representatives, Lacy T. and Sarah G., for their work in bringing this lawsuit and in exchange for them waiving a much broader array of personal claims than you are waiving.

A payment of \$7,500 will also be made to the State of California’s Labor and Workforce Development Agency to satisfy alleged Labor Code violations pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

The Court may award less than these amounts. Defendant has agreed not to oppose Class Counsel’s request for these fees and expenses.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not like the Settlement?

If you think that the proposed Settlement is unfair, inadequate or unreasonable, you may object to the proposed Settlement. If you want to object to all or any part of the Settlement, you must send the Court and the parties a notice, in which you can either describe your objections to the Settlement, or indicate that you intend to appear at the Final Hearing. If there are any documents that you would like the Court to consider, you should send them with your notice of objection. You must mail or personally deliver copies of your objection to the addresses listed below postmarked no later than [DATE]:

Court	Class Counsel	Defense Counsel
Clerk of the Court Superior Court of California, County of Alameda 1225 Fallon Street Oakland, CA 94612	Sharon Vinick Levy Vinick Burrell Hyams 180 Grand Ave., Suite 1300 Oakland, CA 94612	David J Reis Arnold & Porter LLP Three Embarcadero Ctr., 7 th Fl San Francisco, CA 94111
Settlement Administrator		

Simpluris 3176 Pullman Street, Suite 123 Costa Mesa, CA 92626		
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18. What's the difference between objecting and "Opting Out"?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement or "opting out" is telling the Court that you do not want to be part of the Class or receive any payment from the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

19. What happens if I do nothing at all?

By doing nothing, you will receive a check if the Court grants final approval of the Settlement. However, if you wish to object, you must send the Court notice. See Question 14 for more details about "doing nothing."

THE COURT'S FINAL APPROVAL FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Fairness Hearing at [TIME] on [DATE], at the Superior Court of California, County of Alameda, located at _____, before The Honorable Wynne S. Carvill, Department 21. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement.

21. May I attend the hearing and speak?

Anyone may attend this hearing. If you are a Class Member and wish to speak, you must file and serve an objection (as described above under Question 17), before you can speak at the hearing. You do not need to hire a lawyer in order to speak at the hearing, but you are not prohibited from bringing a lawyer to speak on your behalf.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. For a more detailed statement of the matters

involved in the Action and the proposed Settlement, you can view a copy of the proposed Settlement and other key documents in this case at the following web address: www.levyvinick.com/raiderettesettlement.htm.

23. How do I get more information?

You can call Simpluris, the Claims Administrator, at 1-800-779-2104, toll free, or write to Simpluris, 3176 Pullman Street, Suite 123, Costa Mesa, CA 92626.

You may also contact Class Counsel, Sharon Vinick, Levy Vinick Burrell Hyams, LLP, 180 Grand Avenue, Suite 1300, California 94612. You can e-mail her at Sharon@levyvinick.com, or call toll free at 1-844-381-7700.

DO NOT CALL THE COURT

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

Lacy T. and Sarah G., individually, on behalf
of all others similarly situated, and on behalf
of the general public;

CASE NO. RG14710815

Plaintiffs,

v.

SETTLEMENT SHARE FORM

The Oakland Raiders, and DOES 1 through 10
inclusive,

Defendants.

To: [insert name of class member]

The above named lawsuit was filed by Lacy T. and Sarah G. on behalf of all individuals who worked as Raiderettes for The Oakland Raiders, from January 22, 2010, to June 30, 2014.

Records maintained by The Oakland Raiders indicate that you are a member of the class of individuals on whose behalf the above-referenced lawsuit has been brought. This Settlement Share Form provides you with information regarding the year(s) in which these records indicate that you worked as a Raiderette, and the share of the Settlement that you will receive unless you choose to opt out of the settlement.

IF YOU WISH TO PARTICPATE IN THE SETTLEMENT AND RECEIVE THE SUMS DESCRIBED BELOW, YOU DO NOT NEED TO TAKE ANY ADDITIONAL ACTION.

According to the records of The Oakland Raiders, you worked as a Raiderette in following years:

[insert 2009-2010
 2010-2011
 2011-2012
 2012-2013
 2013-2014]

Until the Settlement is finalized, we cannot guarantee the exact amount of the payment. However, under the terms of the Settlement, unless you choose to opt out, the parties estimate that you will receive the following amounts for each season you worked between January 22, 2010 through June 30, 2014:

Year	Unpaid, Taxable Wages, subject to deductions	Unreimbursed Expenses, Interest, and Penalties	Total

If you believe that the information in this Statement is incorrect with respect to the year(s) in which you worked as a Raiderette, or contains some other errors, you may challenge the calculations by sending a letter, explaining the error, to Simpluris, the Settlement Administrator, at the following address:

Simpluris
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

Any letter must be postmarked by [date]

Simpluris will work with counsel for both parties to try and resolve any challenges. You may also contact counsel for either party to discuss any questions or concerns regarding your Settlement Share.