

GENERAL ALLEGATIONS

1. Plaintiff Caitlin Y is, and at all times mentioned herein was, a resident of San Francisco County, State of California, and is over 18 years of age.
2. Plaintiff Jenny C is, and at all times mentioned herein was, a resident of Marin County, State of California, and is over 18 years of age.
3. The acts and/or failures to act complained of herein occurred in Alameda County, State of California.
4. The Plaintiffs are informed and believe and thereon allege that Defendant NFL, which maintains its offices at 345 Park Avenue, New York, New York, is an unincorporated association consisting of separately owned professional football teams that operate out of many different cities and states in this country. The NFL is engaged in interstate commerce in the business promoting, operating, and regulating the league and its member teams. The NFL engages in business activities in Alameda County through its activities in promoting, operating, and regulating the Oakland Raiders and the teams which play against the Raiders in Oakland.
5. The Plaintiffs are informed and believes and thereon allege that Defendant Oakland Raiders, LLC is a California limited liability corporation doing business in Alameda County, State of California.
6. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein under the fictitious names DOE ONE through DOE FIFTY, inclusive. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe that each of the DOE defendants is responsible in some manner for the occurrences and injuries alleged in this complaint.
7. At all times mentioned in the causes of action into which this paragraph is incorporated by reference, each and every Defendant was the agent or employee of each and every other Defendant. In doing the things alleged in the causes of action into which this paragraph is incorporated by reference, each and every Defendant was acting within the course and scope of this agency or employment and was acting with the consent, permission and authorization of each of the remaining Defendants. All actions of each of the Defendants alleged in the causes of action into which this paragraph is incorporated by reference were ratified and approved by the officers or managing

1 agents of every other Defendant.

2 8. Plaintiffs are ignorant as to the exact relationship between, and relative degree of fault for the acts
3 and omissions alleged in this Complaint against Defendants NFL, Raiders, and Does 1-50, and will
4 amend this complaint to more accurately allege such names and capacities as soon as they are
5 ascertained. Based on the foregoing, and with respect to the acts and omissions alleged in this
6 complaint, Plaintiffs will refer throughout this complaint collectively to the “Defendants” if and
7 when Plaintiffs cannot at this time, through the exercise of reasonable diligence, determine whether
8 such acts and omissions are those of the known Defendants or those of a yet unascertained Doe
9 Defendant.

10 9. This Court properly has personal jurisdiction over each of the Defendants named in this Complaint
11 because they reside in Alameda County; have intentionally and knowingly engaged in acts affecting
12 employees of Alameda County, thereby causing harm to said employees in this County; have
13 purported to enter into agreements with employees in Alameda County; their acts have made it
14 foreseeable they would be sued in a court in Alameda County; and/or they have otherwise
15 purposefully availed themselves of the privilege of doing business and conducting activities in
16 Alameda County.

17 **GENERAL FACTUAL HISTORY**

18 10. Plaintiffs are female athletes employed as Raiderettes, a dance troupe affiliated with and operated
19 by the Oakland Raiders football team. Plaintiffs, individually, and on behalf of all other similarly
20 situated female athletes, complains as follows:

21 11. An employer’s obligation to pay its employees minimum wage and overtime wages is more than a
22 matter of private concern between the parties. That obligation, codified in California law, rests
23 upon a compelling public policy judgment that members of a modern, humane society are entitled
24 to work a livable number of hours at a livable wage. Furthermore, the statutes and regulations
25 compelling employers to pay overtime were designed not only to benefit individual workers but
26 also to serve the fundamental societal goal of reducing unemployment by giving the employer a
27 disincentive to concentrate the work on a few overburdened hands and an incentive to instead hire
28 additional employees.

1 12. This individual and collective class action arises because Defendants wholly disregarded these
2 interests enshrined in law. Plaintiffs are informed and believe that Defendants have, for the four
3 years preceding the filing of this Complaint, systematically denied employees the basic minimum
4 wage and overtime compensation to which they are entitled under applicable law.

5 13. Plaintiff Caitlin Y was hired by Defendants as a female athlete (“Raiderette”) on or around May 1,
6 2010. As a condition of employment, Defendants required Plaintiff Caitlin Y to sign a written
7 contract requiring that, during the football season, she attend every home football game (including
8 arriving at least three hours prior to kick-off), every practice, rehearsal, fitting, preparation, drill,
9 photo session, meeting and workout, as determined by Defendants, and every event, engagement
10 and function, as determined by Defendants (the “Agreement” or “Raiderette Agreement”). A true
11 and correct copy of the Agreement for the 2012-2013 season is attached hereto to his complaint as
12 Exhibit A, and incorporated hereto by reference.

13 14. Plaintiff Jenny C was hired by Defendants as a Raiderette on or around May 1, 2012. As a condition
14 of employment, Defendants required Plaintiff Jenny C to sign a similar Raiderette Agreement.

15 The Raiderettes’ Illegal Agreement Leads To Deplorable Employment Conditions

16 15. The Raiderette Agreement provided that Plaintiffs would be compensated \$125 per game, paid at
17 the end of the football season. On information and belief, Defendants forced other Raiderettes to
18 sign similar or identical Agreements.

19 16. At all times relevant to this Complaint, Defendants exercised complete control of Raiderettes’ work
20 performance. As a result, there is an employment relationship and wage and hour laws concerning
21 minimum wage, overtime, meal and rest breaks and wage statements apply.

22 17. At all times relevant to this Complaint and on information and belief, Defendants reported
23 Raiderettes’ wages on W-2 forms. On information and belief, Defendants never issued a 1099 for
24 any monies paid to Raiderettes.

25 18. Defendants determined the dates, times, locations and frequency of home games, practices,
26 rehearsals, fittings, preparations, drills, photo sessions, and meetings required of the Raiderettes, as
27 well as all of the events, engagements and functions Raiderettes were required to attend. Defendants
28 forced “rookie” Raiderettes and their “veteran” counterparts to participate in grueling training

1 sessions at the beginning of each season, sometimes referred to as “hell week”. These training
2 sessions were mandatory, and Raiderettes received no compensation for them whatsoever.

3 19. As a condition of their employment, Raiderettes were fined and/or terminated, *inter alia*, for
4 absences from required functions, failure to arrive on-time and/or failure to appear wearing the
5 clothing required by Defendants. The fines imposed by Defendants were deducted directly from
6 Raiderettes’ wages.

7 20. Defendants determined the content of the routines performed by Raiderettes, any tools or props used
8 and provided the uniforms and work-out apparel Raiderettes were required to wear when
9 performing at football games and other functions. On information and belief, the NFL also
10 controlled the manner in which the Raiderettes performed their routines through the NFL
11 Constitution and Bylaws, which contains specific guidance and prohibitions for on-field workplace
12 behavior for female athletes like the Raiderettes.

13 21. In addition to regular weekly rehearsals, Raiderettes were also required to attend a series of special
14 rehearsals, where young children and teenagers also attended. These sessions could last up to eight
15 hours, with few water breaks (much less a meal or rest break). Attendance at these rehearsals was
16 mandatory; however at no time were the Raiderettes paid for their work at these rehearsals. Indeed,
17 rehearsal time was entirely uncompensated. On information and belief, if a Raiderette attended
18 rehearsals all week and that Raiderette either wasn’t able to appear at a game or wasn’t able to
19 participate in the game day events for any reason (including being sick, injured, disabled or
20 “benched”), that Raiderette was not paid for her time.

21 22. At all times, Defendants and their agents used fear and intimidation to induce compliance and
22 acceptance of these grueling work conditions. Supervisors repeatedly told Raiderettes they were
23 lucky to be chosen, should be grateful and could be quickly replaced if they failed to perform in any
24 way. Plaintiff and other Raiderettes regularly were forced to ignore lingering and painful injuries
25 during rehearsals and games for fear of being “benched” or fined.

26 The Raiderettes’ Physical Appearance Was Controlled By Defendants

27 23. As a condition of their employment, Raiderettes’ appearances were strictly controlled. Raiderettes
28 were weighed on a weekly basis and expected not to fluctuate more than five pounds throughout the

1 season. Raiderettes were also required to attend a “two-piece” practice each week, where they were
2 required to wear nothing but a sports bra and short-shorts, and closely evaluated for muscle tone and
3 fitness. Every aspect of Raiderettes bodies was inspected by Defendants and their agents for any
4 imperfection, no matter how slight. Raiderettes who did not meet arbitrary weight and fitness
5 requirements were “benched” from the next game, *i.e.* required to attend but precluded from
6 performing (and not paid for that game).

7 24. Other physical requirements of their position as Raiderettes included maintaining a tan, manicured
8 nails in a limited range of colors, maintaining perfectly styled hair, wearing false eyelashes and
9 nylons, and purchasing and applying make-up that matched the style of a professional make-up
10 artist. All in all, Raiderettes spent upwards of \$3,000-\$4,000 per season, on appearance-related
11 items and were not reimbursed by Defendants.

12 25. Raiderettes who did not meet the appearance requirements were pulled aside and chastised, and
13 even insulted. For example, Raiderettes who were deemed to be too tan were derisively called an
14 “oompa-loompa” while Raiderettes who were deemed to be not tan enough were ordered to
15 immediately procure expensive tanning services. Raiderettes also endured generally offensive and
16 demeaning comments regarding their appearance, such as thinly veiled insults regarding the size of
17 their breasts. Plaintiff Caitlin Y, for example, was individually targeted by Defendants for ridicule
18 because her breasts were deemed to be too large. Additionally, Raiderettes were ordered to procure
19 expensive hair services and products, such as extensions or highlights, in order to appear perfect at
20 all times. Raiderettes could be benched and/or fined for failure to comply with these appearance
21 requirements as well.

22 Raiderettes Forced To Endure Inappropriate Advances

23 26. In addition to rehearsals and games, Raiderettes were required to attend various promotional
24 functions, such as golf tournaments, parades and a pre-game “tail-gating” event known as
25 “Raiderville.” Because Raiderettes are not allowed to be seen in their uniforms outside of
26 sanctioned events, they were forced to change inside the venue. Oftentimes, the changing facilities
27 were crowded public restrooms with little to no privacy.

28 27. During these events, Raiderettes were required to, *inter alia*, perform, mingle with the crowd, sign

1 autographs, pose for pictures and sell raffle tickets, all while receiving little, if any, compensation.
2 In addition, these events involved inappropriate and/or degrading comments and groping from
3 often-inebriated attendees. Other than Raiderville, Raiderettes were not provided with security
4 personnel or any other safety support during these events.

5 28. An example of the type of demeaning working conditions Plaintiffs and the Class were forced to
6 perform without wages occurred at a golf tournament organized by a former Raider and sponsored
7 by the Raiders. At that golf tournament, Raiderettes were forced to not only mingle with inebriated
8 golfers and fans, but also a harassing photographer hired by the organizer of the tournament. The
9 photographer constantly cajoled the Raiderettes to pose in sexually suggestive poses that were
10 inappropriate for a public (or private) working environment.

11 The NFL's Role In Exploiting Female Athletes

12 29. Plaintiffs are informed and believe and thereon allege that The NFL Constitution and Bylaws
13 requires all NFL teams, including the Raiders, to file all written employment contracts with all non-
14 player employees with the NFL League Office. Furthermore, the NFL Constitution and Bylaws
15 regulate specific terms and conditions which must be present in all employment contracts between
16 individual teams, including the Raiders, and their non-player employees. Plaintiffs are informed and
17 believe and thereon allege that Defendant NFL knew the contents of the Agreements that Defendant
18 Raiders had with the Raiderettes. Plaintiffs are informed and believe and thereon allege that
19 Defendant NFL directed and regulated the Raiderette Agreements, exercised control over the
20 Raiderettes' wages, hours and working conditions, suffered or permitted the Raiderettes to work,
21 and/or engaged the Raiderettes to work. In regulating the Raiderette Agreements, the NFL by
22 operation of law became a party to the Raiderette Agreements, and an agency relationship between
23 the NFL and the Raiders was created for the purposes of regulating Raiderette employment.

24 30. The NFL, the Raiders, and the other NFL clubs all therefore engaged in a concerted action to
25 depress the wages of female athletes in the NFL such as the Raiderettes. These actions, undertaken
26 by the Defendants and others, included yearly agreements to illegally prevent Raiderettes and other
27 NFL female athletes from discussing their wages with each other. Defendants engaged in a
28 concerted effort to prevent Raiderettes and other NFL female athletes from gaining employment

1 with other NFL clubs. Furthermore, Defendants engaged in a concerted action to depress the wages
2 of Raiderettes and other NFL female athletes to levels below those of prevailing minimum wage
3 standards and in violation of the law. These concerted efforts to restrict the movement and wages of
4 the Raiderettes amounted to an unreasonable restraint of trade which effects local, state, and
5 interstate commerce.

6 Defendants' Disregard For The Raiderettes

7 31. Even though the Oakland Raiders' yearly revenue is as much as \$229 Million and the NFL yearly
8 revenue is approximately \$10 Billion, at all times relevant to this Complaint and on information and
9 belief, Defendants refused to pay Plaintiffs and other Raiderettes the prevailing minimum hourly
10 wage as mandated by law. In fact, on information and belief, Raiderettes made, at most, less than
11 \$6.50 per hour for time spent on their job duties, without accounting for fines and benching, which
12 could result in significantly less to no compensation at all.

13 32. Defendants refused to pay Plaintiff and other Raiderettes overtime when they worked over eight (8)
14 hours in a day and/or forty (40) hours in a week, as required by law.

15 33. Defendants routinely refused to pay Plaintiff and other Raiderettes for time spent on required non-
16 game activities, e.g. practices, rehearsals, and promotional and charity events.

17 34. During the time period relevant to this Complaint, every Raiderette was terminated at the end of
18 each season. Raiderettes were required to re-audition each season for a position on the squad. On
19 information and belief, Defendants owe Raiderettes hourly wages and overtime for past seasons
20 during the time period relevant to this Complaint, but have not paid these past due wages.

21 35. Defendants refused to provide Plaintiff and other Raiderettes all statutorily required rest breaks or
22 even advise the Raiderettes of those rest breaks as required by law. Defendants refused to provide
23 Plaintiff and other Raiderettes all statutorily required lunch breaks or even advise the Raiderettes of
24 those lunch breaks as required by law.

25 36. On information and belief, Raiderettes were not reimbursed for travel expenses to required
26 functions, the cost of required cosmetics and other appearance-related items and required workout
27 props.

28 37. Defendants refused to provide Plaintiff and other Raiderettes statutorily sufficient changing

1 facilities at games, rehearsals, or public events. Raiderettes were often forced to change into their
2 required uniform in public bathrooms, or crowded rooms which were not private or separate from
3 the toilet facilities.

4 38. Defendants refused to reimburse Plaintiffs and other Raiderettes for business expenses that Plaintiff
5 and other Raiderettes were required to purchase to perform as Raiderettes. These business expenses
6 amounted to thousands of dollars per season.

7 **CLASS ACTION ALLEGATIONS**

8 39. This action is properly maintainable as a class action pursuant to Code of Civil Procedure § 382.

9 40. For purposes of this Action, the Class is comprised of, and defined as, all current and former
10 Raiderettes who perform or performed work as an NFL female athlete for the Oakland Raiders
11 football team within four years prior to the date of filing of this Complaint.

12 41. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class
13 Period should be adjusted accordingly.

14 42. Upon information and belief the Class includes several hundred people. The exact identities of
15 members of the Class may be ascertained via reference to Defendants' records, appropriately
16 noticed mailings, telephone calls and in-person meetings with other members of the Class. The
17 identities of other persons on whose behalf this action is brought may be ascertained by the
18 publishing of notices in appropriate local newspapers and similar publications.

19 43. Predominant common questions of law and fact affect members of the Class as those persons have,
20 and/or or continue to, work for Defendants. Findings regarding the existence of damage, the cause
21 of damage, and the extent of damage will be common to the Class because of their concurrent
22 employment with Defendants and the fact that damage to the Class is allegedly caused by the same
23 series of acts and omissions by Defendants. Common questions of law and fact predominate over
24 questions affecting only individual members and include:

25 44. Whether Defendants violated applicable California Labor Codes by failing to have in place a
26 company policy, practice, and procedure that accurately determined the amount of time spent by
27 Plaintiffs and other members of the Class performing work compensable as employees;

28 45. Whether Defendants violated Cal. Labor Code §§ 204, 1182.12, 1197, 1198 and IWC Wage Order

1 10 requiring the payment of no less than the agreed-upon and/or statutory minimum wage to
2 Plaintiffs and other members of the Class for all compensable working time on no less than a bi-
3 monthly basis, on fixed paydays;

4 46. Whether Defendants violated Cal. Labor Code § 510, *et seq.* by failing to pay the correct overtime
5 pay to Plaintiffs and other members of the Class for work performed in excess of 8 hours per day
6 and/or 40 hours per week and retaining the unpaid overtime to the benefit of Defendants;

7 47. Whether Defendants violated Cal. Labor Code § 512 by failing to provide all mandatory meal
8 and/or rest periods to Plaintiffs and other Class members;

9 48. Whether Defendants violated Cal. Labor Code § 2802 by failing to reimburse Plaintiffs and the
10 other Class members for necessary expenses incurred in the discharge of their job duties for
11 Defendants;

12 49. Whether Defendants violated Cal. Labor Code § 203 by failing to provide Class members with all
13 past wages and overtime due to them within 72 hours of the time those Class members'
14 employment terminated;

15 50. Whether Defendants violated Cal. Labor Code § 221 by making unlawful deductions from Plaintiffs
16 and other Class members' wages;

17 51. Whether Defendants violated Cal. Labor Code § 226 by failing to provide Plaintiffs and other Class
18 members' with accurate wage statements;

19 52. Whether Defendants violated Cal. Labor Code § 232 by unlawfully prohibiting Plaintiffs and other
20 Class members from disclosing their wages and working conditions while in Defendants' employ;

21 53. Whether Defendants violated Cal. Labor Code § 432.5 by unlawfully requiring Plaintiffs and other
22 Class members to execute a written agreement that imposed unlawful working conditions;

23 54. Whether Defendants violated IWC Wage Order 10 by failing to provide adequate, clean changing
24 rooms or suitable lockers, closets or equivalent for the safekeeping of Class members' outer
25 clothing during working hours;

26 55. Whether Defendants were joint employers of Plaintiffs and other Class members;

27 56. Whether Defendants violated the the Cartwright Act, California Business and Professions Code §
28 16720 by unlawfully restraining trade and depressing the wages Plaintiffs and other Raiderettes;

- 1 57. Whether Defendants committed an act of unfair competition in violation of the California Unfair
2 Competition laws, California Business and Professions code § 17200, et seq. (“UCL”) by
3 unlawfully, unfairly, and/or deceptively failing to have in place a company policy, practice and
4 procedure that accurately determined the amount of time spent by Plaintiffs and other members of
5 the Class performing work compensable as employees;
- 6 58. Whether Defendants committed an act of unfair competition in violation of the UCL by failing to
7 pay no less than the statutory minimum wage to Plaintiffs and other members of the Class for all
8 compensable working time, on no less than a bi-weekly basis on fixed paydays and retaining the
9 unpaid wages to the benefit of Defendants;
- 10 59. Whether Defendants committed an act of unfair competition in violation of the UCL by failing to
11 pay the correct overtime pay to Plaintiffs and other members of the Class and retaining the unpaid
12 overtime to the benefit of Defendants;
- 13 60. Whether Defendants committed an act of unfair competition in violation of the UCL by failing to
14 provide all mandatory meal and/or rest periods to Plaintiffs and other Class members;
- 15 61. Whether Defendants committed an act of unfair competition in violation of the UCL by failing to
16 reimburse Plaintiffs and other Class members for necessary expenses incurred in the discharge of
17 their job duties for Defendants;
- 18 62. Whether Defendants committed an act of unfair competition in violation of the UCL by failing to
19 provide Class members with all past wages and overtime due within 72 hours of resignation or
20 discharge;
- 21 63. Whether Defendants committed an act of unfair competition in violation of the UCL by making
22 unlawful deductions from the wages of Plaintiffs and other Class members;
- 23 64. Whether Defendants committed an act of unfair competition in violation of the UCL by failing to
24 provide Plaintiffs and other Class members with accurate wage statements;
- 25 65. Whether Defendants committed an act of unfair competition in violation of the UCL by unlawfully
26 prohibiting Plaintiffs and other Class members from discussing wages and working conditions
27 while in Defendant’s employ;
- 28 66. Whether Defendants committed an act of unfair completion in violation of the UCL by unlawfully

1 requiring Plaintiffs and other Class members to execute a written agreement imposing unlawful
2 conditions of employment.

3 67. A class action is superior to other methods of reaching a fair and efficient adjudication of this
4 controversy for many reasons. Given the fairly high number of members of the Class, if each
5 member of the Class were required to individually litigate her own right to recover for injuries
6 suffered as a result of Defendants' actions, judicial resources would be severely compromised and a
7 high risk of inconsistent judgments would result. Instead, the issues to be jointly tried in this action,
8 compared with those requiring separate adjudication, if any, are far greater and strongly suggest that
9 a class action would be more advantageous to both the judicial process as well as all potential
10 litigants. Further, because members of the Class are easily ascertained as current and former
11 employees of Defendants, there is not a substantial question as to allocating potential recovery in
12 this action or a substantial risk that the Class members will be required to individually litigate
13 numerous and substantial questions to determine their individual rights to recovery.

14 68. Even if damages suffered by individual members of the Class are distinct, the expense and burden
15 of individual litigation may make it difficult, if not impossible, for all members of the Class to
16 address the wrongs done to them individually. Class action is the only feasible mechanism that
17 allows the Class an opportunity for recovery and the Defendants to be appropriately sanctioned for
18 such behavior. Rather than allow Defendants to evade liability for the acts and omissions alleged
19 herein, and to continue engaging in said behavior, it is more appropriate for the matter to proceed as
20 a class action to allow for proper redress and sanctions. Absent this action, Defendants will only
21 continue to deny liability and wrongdoing related to the acts and omissions alleged herein, and the
22 Class will be deprived of an efficient means to enforce that liability.

23 69. If the claims alleged herein were to be addressed via separate actions, the Class would further run
24 the risk of depleting available funds in earlier-filed actions while leaving insufficient funds to
25 satisfy the claims of later-filed actions.

26 70. Plaintiff Caitlin Y will fairly and adequately represent the members of the Class because her claims
27 and interests do not conflict with those of the Class members she seeks to represent and she is
28 similarly situated with members of the Class. Plaintiff Caitlin Y's claims are typical of those of the

1 Class, as all members of the Class have been similarly affected by Defendants' common course of
2 conduct. Members of the Class have similar claims against the Defendants as a result of such
3 conduct and such similar claims and injuries far outweigh those that are distinct.

4 71. Plaintiff Jenny C will fairly and adequately represent the members of the Class because her claims
5 and interests do not conflict with those of the Class members she seeks to represent and she is
6 similarly situated with members of the Class. Plaintiff Jenny C's claims are typical of those of the
7 Class, as all members of the Class have been similarly affected by Defendants' common course of
8 conduct. Members of the Class have similar claims against the Defendants as a result of such
9 conduct and such similar claims and injuries far outweigh those that are distinct.

10 72. Plaintiff Caitlin Y is unaware of any conflict of interest between herself and other members of the
11 Class with respect to this action that would prevent her from acting as class representative. Plaintiff
12 Caitlin Y has been informed of her rights and obligations with respect to this action.

13 73. Plaintiff Jenny C is unaware of any conflict of interest between herself and other members of the
14 Class with respect to this action that would prevent her from acting as class representative. Plaintiff
15 Jenny C has been informed of her rights and obligations with respect to this action.

16 74. The Plaintiffs presently named in this Complaint have also retained counsel who are competent and
17 experienced in the litigation of such matters and who have agreed to advance the expenses of this
18 action.

19 **FIRST CAUSE OF ACTION**

20 **(VIOLATIONS OF THE CARTWRIGHT ACT,**

21 **BUSINESS AND PROFESSIONS CODE § 16720)**

22 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

23 75. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as if
24 fully set forth herein.

25 76. The Raiders and other NFL clubs are direct competitors for employees, including female athletes
26 like the Raiderettes. The Raiders and the NFL are participants in the relevant market for female
27 athletes like the Raiderettes employed by NFL teams in the State of California, and have near
28 absolute market power within that market. While there are two other NFL clubs in the State of

1 California, the Raiders and the NFL possess the absolute power to impair competition within the
2 market for female athletes such as the Raiderettes. The Defendants' conduct as it relates to the Class
3 was substantially carried out and effectuated within the State of California.

4 77. The Raiders, the NFL, and other NFL clubs have continuously and repeatedly conspired to depress
5 the wages and internal mobility of female athletes such as the Plaintiffs and other Class members.
6 The agreement to undertake this conspiracy, contract, combination, or trust is contained at least in
7 part in the NFL Constitution and Bylaws, which require all NFL clubs to file the employment
8 agreements of all non-player employees with the NFL. Furthermore, the NFL Constitution and
9 Bylaws regulate the content of all non-player employment agreements such as the Raiderette
10 Agreement.

11 78. The Raiderette Agreement and the agreements that other similar NFL female athletes are forced to
12 sign include illegal provisions which depress wages below legal levels, illegally restrict employees
13 from discussing compensation or benefits, and prevent female athletes from being hired by any
14 other member NFL club.

15 79. As such, the agreement between the Defendants and their co-conspirators constitutes an
16 unreasonable restraint on trade which affects local, state, and interstate commerce, is unlawful
17 under Section 16720 of the California Business and Professions Code. The principal tendency of the
18 unlawful trust between the Defendants and their co-conspirators is to restrain competition and the
19 nature of the restraint is obvious from the Agreement and its illegal provisions relating to wages and
20 working conditions. Furthermore, the agreement between the Defendants and their co-conspirators
21 has no legitimate pro-competitive justification. It is clear that the agreement would have an
22 anticompetitive effect on employees and harm the competitive process.

23 80. For the purposes of forming and effectuating the aforementioned unlawful trust between the
24 Defendants and their co-conspirators, the Defendants did those things that they conspired and
25 combined to do, including but not limited to: depressing the wages of the Raiderettes and other
26 similar NFL female athletes; decreasing the likelihood that the Raiderettes would learn about other
27 Raiderettes or NFL female athletes' working conditions; preventing the Raiderettes and other NFL
28 female athletes from seeking employment with competing NFL clubs during the season; limiting

1 affected employees' ability to secure employment, as well as better compensation, benefits, and
2 working conditions.

3 81. Plaintiffs and the Class were thereby injured, and will continue to be injured, in their business and
4 property by lower wages and benefits, and fewer opportunities, to which they would have had
5 access, as a direct and indirect result of Defendants and their co-conspirators.

6 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 7 (a) For actual damages in an amount according to proof;
8 (b) For reasonable attorney's fees and costs as available under applicable law;
9 (c) Injunctive relief permanently enjoined and restrained from establishing any
10 similar agreement unreasonably restricting compensation or competition for
11 employees or adhering to existing agreements that unreasonably restrict
12 trade; and
13 (d) For such other and further relief as the court deems just and proper.

14 **SECOND CAUSE OF ACTION**

15 **(FAILURE TO PAY WAGES)**

16 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

17 82. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as if
18 fully set forth herein.

19 83. Defendants and Plaintiffs and the Class were in an employment relationship. Defendants
20 controlled, and continue to control, every aspect of the work they hired Raiderettes to perform.

21 84. Failure of an employer to pay the agreed-upon and/or minimum wage fixed by the California Labor
22 Commission violates California Labor Code §§ 204, 1182.12 and 1197 and IWC Wage Order 10.

23 85. Plaintiffs and the Class were not and have not been paid the agreed-upon and/or statutory minimum
24 wage for all hours worked while employed by Defendants.

25 86. Labor Code § 1198 makes unlawful the employment of any employee under conditions of labor that
26 violate the applicable IWC Wage Order.

27 87. Pursuant to California Labor Code §§ 218 and 1194, Plaintiffs and the Class are entitled to recover
28 the full amount of unpaid wages in a civil action. Plaintiffs and the Class are informed and believe

1 and thereon allege that they accrued many hours of work to be paid at the statutory minimum wage,
2 in an amount to be proved at trial.

3 88. In addition, Plaintiffs and the Class are entitled to, and hereby do, seek civil penalties under IWC
4 Order 10 and California Labor Code § 558 in the amount of \$50 for the first violation and \$100 for
5 every subsequent violation, in an total sum to be proved at trial.

6 89. Pursuant to California Labor Code § 218.8, Plaintiffs and the Class are entitled to, and hereby do,
7 seek interest on the unpaid wages as alleged herein, in an amount to be proved at trial.

8 90. Pursuant to California Labor Code §§ 218.5 and 1194, Plaintiffs and the Class request that the court
9 award Plaintiffs and the Class reasonable attorney's fees.

10 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 11 (a) For unpaid wages;
- 12 (b) For general damages in an amount according to proof;
- 13 (c) Actual and statutory damages to Plaintiffs and the Class for violations of
14 the California Labor Code, including any and all civil and/or waiting time
15 penalties;
- 16 (d) Interest as available under applicable law;
- 17 (e) For reasonable attorney's fees and costs of suit; and
- 18 (f) For such other and further relief as the court deems just and proper.

19 **THIRD CAUSE OF ACTION**

20 **(BREACH OF LABOR CODE § 510)**

21 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

22 91. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as if
23 fully set forth herein.

24 92. Defendants and Plaintiffs and the Class were in an employment relationship. Defendants controlled
25 and continue to control every aspect of the work they hired Raiderettes to perform.

26 93. California Labor Code § 510 states that any work in excess of forty (40) hours in any one workweek
27 or eight (8) hours in any one day shall be compensated at a rate of no less than one and one-half
28 times the regular rate of pay. Cal. Labor Code § 510 further states that any work in excess of

1 twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate
2 of pay for an employee.

3 94. Plaintiffs and the Class routinely work or worked in excess of forty (40) hours in any one workweek
4 and/or or in excess of eight (8) hours per day.

5 95. Plaintiffs and the Class were not and have not been paid overtime pursuant to Cal. Labor Code §
6 510 for work done while employed by Defendants.

7 96. Plaintiffs and the Class are informed and believe and thereon allege that they accrued many hours of
8 work to be paid at an overtime rate, in an amount to be proved at trial. Plaintiffs and the Class
9 further allege that they were not compensated for overtime at any time by Defendants.

10 97. Pursuant to California Labor Code § 218.5, Plaintiffs and the Class request that the court award
11 Plaintiffs and the Class reasonable attorney's fees.

12 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 13 (a) For unpaid overtime pay;
- 14 (b) For general damages in an amount according to proof;
- 15 (c) Actual and statutory damages to Plaintiffs and the Class for violations of
16 the California Labor Code, including any and all civil and waiting time
17 penalties;
- 18 (d) Interest as available under applicable law;
- 19 (e) For reasonable attorney's fees and costs of suit; and
- 20 (f) For such other and further relief as the court deems just and proper.

21 **FOURTH CAUSE OF ACTION**

22 **(FAILURE TO PROVIDE MEAL AND REST BREAKS)**

23 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

24 98. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as if
25 fully set forth herein.

26 99. Defendants and Plaintiffs and the Class were in an employment relationship. Defendants controlled
27 and continue to control every aspect of the work performed by Raiderettes.

28 100. California Labor Code §§ 226.7 and 512 state that an employer must provide each employee

1 with a thirty (30) minute (minimum) meal period for every work period that exceeds five (5) hours,
2 an additional thirty (30) minute (minimum) meal period for every work period that exceeds ten (10)
3 hours, and a ten (10) minute rest break for every four (4) hours worked or major fraction thereof.

4 101. Plaintiffs and the Class routinely were or are forced by Defendants to work in excess of five (5)
5 or ten (10) hours without a mandatory meal or rest break of any kind.

6 102. Pursuant to Cal. Labor Code § 226.7, for each workday an employer fails to provide an
7 employee with the required meal or rest period in compliance with Cal. Labor Code § 512, the
8 employee is owed one additional hour of pay at the employee's regular rate. Plaintiffs and the Class
9 were not and have not been paid any additional wages pursuant to Cal. Labor Code §§ 226.7 and
10 512 for meal and rest periods missed while employed by Defendants.

11 103. Defendants systematically failed to inform or refused to inform Plaintiffs and the Class of their
12 right to take meal and rest breaks.

13 104. Plaintiffs and the Class are informed and believe and thereon allege that they are entitled to
14 additional pay due to missed meal and rest breaks, in an amount to be proved at trial.

15 105. Pursuant to California Labor Code § 218.5, Plaintiffs and the Class request that the court award
16 Plaintiffs and the Class reasonable attorney's fees.

17 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 18 (a) For unpaid wages in an amount according to proof;
 - 19 (b) For general damages in an amount according to proof;
 - 20 (c) Actual and statutory damages to Plaintiffs and the Class for violations of
21 the California Labor Code, including any and all civil and waiting time
22 penalties;
 - 23 (d) Interest as available under applicable law;
 - 24 (e) For reasonable attorney's fees and costs of suit; and
 - 25 (f) For such other and further relief as the court deems just and proper.
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1 **FIFTH CAUSE OF ACTION**

2 **(WAITING TIME PENALTIES)**

3 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

4 106. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
5 if fully set forth herein.

6 107. Defendants' failure to pay wages, as alleged above, was willful, in that it knew that it owed
7 Plaintiffs and the members of the Class wages for their duties at the time they resigned or were
8 discharged, but chose not to pay them.

9 108. California Labor Code § 203 provides that if an employer "willfully fails to pay...any wages of
10 an employee who is discharged or who quits, the wages of the employee shall continue as a penalty
11 from the due date thereof at the same rate until paid or until an action therefore is commenced."

12 109. Defendants failed to pay Plaintiffs and the members of the Class their unpaid wages and
13 overtime pay at the time of termination or resignation.

14 110. Defendants failed to pay Plaintiffs and the Class' back wages for at least thirty days thereafter.

15 111. Defendants willfully withheld, and continues to withhold, Plaintiff's and the Class' wages.
16 Defendants are aware of the work that the Plaintiffs and Class performed, and Defendants refuse to
17 acknowledge their work in violation of the California Labor Code.

18 112. Pursuant to the provisions of Labor Code § 203, Plaintiffs and the Class are entitled to a penalty
19 in the amount of their daily work rate multiplied by thirty days.

20 113. Pursuant to California Labor Code § 218.5, Plaintiffs and the Class request that the court award
21 Plaintiffs and the Class reasonable attorney's fees.

22 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 23 (a) For waiting time penalties;
- 24 (b) For general damages in an amount according to proof;
- 25 (c) Actual and statutory damages to Plaintiffs and the Class for violations of
26 the California Labor Code;
- 27 (d) Interest as available under applicable law;
- 28 (e) For reasonable attorney's fees and costs of suit; and

1 (f) For such other and further relief as the court deems just and proper.

2 **SIXTH CAUSE OF ACTION**

3 **(BREACH OF LABOR CODE § 204 AND 204(B)(1))**

4 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

5 114. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
6 if fully set forth herein.

7 115. Defendants failed to pay accrued wages to Plaintiffs and the Class as those wages were due.

8 116. California Labor Code § 204 states that all wages due are payable twice during each calendar
9 month, on days designated by the employer as regular paydays.

10 117. California Labor Code § 204(b)(1) states that “all wages earned for labor in excess of the
11 normal work period shall be paid no later than the payday for the next regular payroll period.”

12 118. On numerous occasions, Plaintiffs and the Class were paid less than twice-monthly and were not
13 paid on regular paydays.

14 119. Pursuant to California Department of Industrial Relations’ Minimum Wage Order (MW-2007),
15 the prevailing minimum wage for employees is no less than \$8.00 per hour of work.

16 120. On numerous occasions, Plaintiffs and the Class were paid substantially less than \$8.00 per hour
17 of work.

18 121. Pursuant to Industrial Welfare Commission Wage Order No. 10 and Cal. Labor Code § 510,
19 Plaintiffs and the Class are entitled to overtime compensation, equal to time and a half, for all hours
20 they worked over eight (8) hours in a day or over forty (40) hours per week.

21 122. On numerous occasions, Plaintiffs and the Class worked over eight hours in a day and/or forty
22 hours in a week and they are entitled to overtime compensation that Defendants refuse to pay.

23 123. California Labor Code § 210 provides that any employer who fails to pay the wages of an
24 employee in violation of the Labor Code is subject to a civil penalty of one hundred dollars (\$100)
25 for each initial violation and two hundred dollars (\$200) for each subsequent violation “plus 25
26 percent of the amount unlawfully withheld.”

27 124. Defendants willfully withheld, and continues to withhold, Plaintiffs’ and the Class’ wages.
28 Defendants are aware of the work that Plaintiffs and the Class performed and Defendants refuse to

1 acknowledge their work in violation of the California Labor Code.

2 125. Pursuant to California Labor Code § 218.5, Plaintiffs and the Class request that the court award
3 Plaintiffs and the Class reasonable attorney's fees.

4 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

5 (a) For unpaid wages and overtime pay;

6 (b) For general damages in an amount according to proof;

7 (c) Actual and statutory damages to Plaintiffs and the Class for violations of
8 the California Labor Code, including any and all civil and waiting time
9 penalties;

10 (d) Interest as available under applicable law;

11 (e) For reasonable attorney's fees and costs of suit; and

12 (f) For such other and further relief as the court deems just and proper.

13 **SEVENTH CAUSE OF ACTION**

14 **(VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §17200 ET SEQ)**

15 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

16 126. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
17 if fully set forth herein.

18 127. The California Unfair Competition Law, California Business and Professions Code § 17200 *et*
19 *seq.* ("UCL"), defines unfair competition to include any "unlawful," "unfair," or "fraudulent"
20 business act or practice. Cal. Bus. & Prof. Code § 17200.

21 128. Defendants' conduct as described above constitutes fraudulent business practices for the reasons
22 set forth herein, without limitation.

23 129. Defendants undertook business practices within the meaning of the UCL while engaging in
24 various illegal activities, as complained of herein, and including but not limited to: violations of
25 Cal. Lab. Code §§ 203, 204, 210, 221, 226.7, 232, 432.5, 510, 512 and 1197 and IWC Wage Order
26 10. As a direct and proximate result of Defendants' illegal business activities, Plaintiffs and the
27 Class lost money or property.

28 130. Defendants undertook business practices within the meaning of the UCL that were unfair, in that

1 they were immoral, unethical, oppressive, unscrupulous, oppressive, substantially injurious to
2 Plaintiffs and the Class and that the impact of those practices upon Plaintiffs and the Class
3 outweighed any utility of Defendants' conduct. As a direct and proximate result of Defendants'
4 unfair business activities, Plaintiffs and the Class lost money or property.

5 131. As a direct and proximate result of the Defendants' wrongful acts and/or omissions alleged
6 herein, Plaintiffs and the Class have been damaged in an amount according to proof.

7 132. Plaintiffs and the Class have incurred and will continue to incur attorney's fees as a result of
8 prosecuting this cause of action.

9 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 10 (a) For general damages in an amount according to proof;
- 11 (b) Actual and statutory damages for violations of applicable California law;
- 12 (c) Interest as available under applicable law;
- 13 (d) Injunctive relief as available under applicable law;
- 14 (e) Exemplary and/or punitive damages, according to proof at trial;
- 15 (f) For reasonable attorney's fees and costs of suit; and
- 16 (g) For such other and further relief as the court deems just and proper.

17 **EIGHTH CAUSE OF ACTION**

18 **(UNLAWFUL DEDUCTION FROM WAGES)**

19 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

20 133. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
21 if fully set forth herein.

22 134. California Labor Code § 221 provides that it shall be unlawful for any employer to collect or
23 receive from an employee any part of wages theretofore paid by said employer.

24 135. Defendants have repeatedly deducted fines for various infractions from the wages of Plaintiffs
25 and the Class. These fines are deducted from the wages paid to Plaintiffs and the Class at the end of
26 the season.

27 136. As a direct and proximate result of the Defendants' wrongful acts and/or omissions alleged
28 herein, Plaintiffs and the Class have suffered actual damages in an amount according to proof to be

1 shown at trial.

2 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 3 (a) For actual damages in an amount according to proof;
- 4 (b) For statutory damages and penalties in an amount according to proof;
- 5 (c) For reasonable attorney's fees and costs under applicable law;
- 6 (d) Interest as available under applicable law; and
- 7 (e) For such other and further relief as the court deems just and proper.

8 **NINTH CAUSE OF ACTION**

9 **(FAILURE TO PROVIDE WAGE STATEMENTS)**

10 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

11 137. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
12 if fully set forth herein.

13 138. California Labor Code § 226(a) provides that, semimonthly or at the time of each payment of
14 wage, the employer shall provide the employee with a wage statement which states, *inter alia*, the
15 total hours worked and the applicable rates of pay.

16 139. California Labor Code § 226(a) also provides that any employee injured by an employer's
17 knowing and willful failure to provide an accurate itemized wage statement is entitled to recover the
18 greater of his or her actual damages or a penalty of \$50 for the first violation and \$100 for each
19 subsequent violation, to a maximum of \$4,000.

20 140. Defendants have repeatedly failed to provide Plaintiffs and the Class with accurate itemized
21 wage statements providing the total hours worked and applicable rates of pay. Plaintiffs and the
22 Class have been injured in ways including, but not limited to, an inability to properly calculate
23 wages owed, in an amount to be proven at trial.

24 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 25 (a) For actual damages in an amount according to proof;
- 26 (b) For statutory damages and penalties in an amount according to proof;
- 27 (c) For reasonable attorney's fees and costs as available under applicable law;
- 28 (d) Interest as available under applicable law; and

1 (e) For such other and further relief as the court deems just and proper.

2 **TENTH CAUSE OF ACTION**

3 **(UNLAWFUL PROHIBITION ON DISCUSSING WAGES AND WORKING CONDITIONS)**

4 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

5 141. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
6 if fully set forth herein.

7 142. California Labor Code §§ 232 and 232.5 provide that no employer may require an employee, as
8 a condition of employment, to refrain from disclosing the amount of his or her wages and/or
9 working conditions or require an employee to sign a waiver or other document that purports to deny
10 the employee the right to disclose his or her wages and/or working conditions.

11 143. Defendants required Plaintiffs and the Class to sign an agreement purporting to waive their right
12 to disclose their wages and/or working conditions, resulting in injury in an amount to be proven at
13 trial.

14 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 15 (a) For general damages in an amount according to proof;
16 (b) Actual and statutory damages for violations of applicable California law;
17 (c) Interest as available under applicable law;
18 (d) Declaratory relief;
19 (e) For reasonable attorney's fees and costs of suit as available under
20 applicable law; and
21 (f) For such other and further relief as the court deems just and proper.

22 **ELEVENTH CAUSE OF ACTION**

23 **(IMPOSITION OF UNLAWFUL WORKING CONDITIONS)**

24 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

25 144. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporates them by reference as
26 if fully set forth herein.

27 145. California Labor Code § 432.5 provides that no employer shall require any employee to agree,
28 in writing, to any condition of employment which is known by the employer to be prohibited by

1 law.

2 146. Defendants required Plaintiffs and the Class to sign an employment agreement with numerous
3 provisions prohibited by law, including, but not limited to, payment at less than minimum wage and
4 only at the end of the season, waiver of the right to disclose wages and working conditions,
5 deduction of fines, waiver of right to sue and agreement to arbitrate disputes before the National
6 Football League Commissioner.

7 147. Upon information and belief, Defendants knew that such provisions were illegal.

8 148. As a result of Defendants' unlawful conduct, Plaintiffs and the Class have suffered damages in
9 an amount to be proven at trial.

10 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 11 (a) For general damages in an amount according to proof;
- 12 (b) Actual and statutory damages for violations of applicable California law;
- 13 (c) Interest as available under applicable law;
- 14 (d) For reasonable attorney's fees and costs of suit as available under
15 applicable law; and
- 16 (e) For such other and further relief as the court deems just and proper.

17 **TWELFTH CAUSE OF ACTION**

18 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**

19 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

20 149. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
21 if fully set forth herein.

22 150. California Labor Code § 2802 requires employers to indemnify employees for all necessary
23 expenditures and losses incurred as a direct result of the discharge of the employee's duties.

24 151. Plaintiffs and the Class incurred numerous expenses, including, but not limited to, travel,
25 cosmetics, hair-styling and other costs, as required by Defendants for the discharge of their duties,
26 and for which Defendants did not reimburse them.

27 152. As a result of Defendants' unlawful conduct, Plaintiffs and the Class have sustained damages in
28 an amount to be proven at trial.

1 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 2 (a) For general damages in an amount according to proof;
- 3 (b) Actual and statutory damages for violations of applicable California law;
- 4 (c) Interest as available under applicable law;
- 5 (d) For reasonable attorney’s fees and costs of suit as available under
- 6 applicable law; and
- 7 (e) For such other and further relief as the court deems just and proper.

8 **THIRTEENTH CAUSE OF ACTION**

9 **(FAILURE TO PROVIDE CHANGING FACILITIES)**

10 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

11 153. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as

12 if fully set forth herein.

13 154. IWC Wage Order 10 requires that employers provide “suitable lockers, closets or equivalent for

14 the safekeeping of employees’ outer clothing during working hours...When the occupation requires

15 a change of clothing, change rooms or equivalent spaces shall be provided in order that employees

16 may change their clothing in reasonable privacy and comfort.”

17 155. The work of Raiderettes requires changing of clothes and preparation of hair and make-up prior

18 to football games.

19 156. Defendants failed to provide suitable lockers, closets or equivalent for Plaintiff’s and Class’

20 outer clothing during work hours and failed to provide change rooms or equivalent spaces where

21 Plaintiffs and the Class may change their clothes in reasonable privacy and comfort.

22 157. As a result of Defendant’s unlawful conduct, Plaintiffs and the Class have been damaged in an

23 amount according to proof at trial.

24 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

- 25 (a) For general damages in an amount according to proof;
- 26 (b) Actual and statutory damages for violations of applicable California law;
- 27 (c) Interest as available under applicable law;
- 28 (d) Injunctive relief;

1 (e) For reasonable attorney's fees and costs of suit; and

2 (f) For such other and further relief as the court deems just and proper.

3 **FOURTEENTH CAUSE OF ACTION**

4 **(PRIVATE ATTORNEYS GENERAL ACT)**

5 **(BY PLAINTIFFS AGAINST DEFENDANTS)**

6 158. Plaintiffs re-alleges paragraphs 1 through 74 and incorporates them by reference as if fully set
7 forth herein.

8 159. Plaintiff, as an aggrieved employee, brings this claim under California Labor Code §§ 2698-
9 2699, *et seq.* on behalf of herself and all other current or former employees of Defendants employed
10 as a cheerleader at any time for which recovery is authorized under Labor Code §§ 2698-2699, *et*
11 *seq.*

12 160. Pursuant to Labor Code § 2699.3, on June 4, 2014, Plaintiffs sent notice by certified mail to the
13 Labor and Workforce Development Agency and the Defendants of the specific provisions of the
14 Labor Code that have been violated, including the facts and theories to support the violations.
15 Plaintiffs thus will have complied with the Private Attorneys General Act notice requirement when
16 and if the Labor and Workforce Development Agency notifies Plaintiffs that the agency will not
17 investigate the claim, or if the 33-day time limit for such response passes with no response.

18 161. As above alleged, Defendants have violated the provisions of the California Labor Code,
19 including, but not limited to, in failing to pay regular, minimum and overtime wages and in a timely
20 manner, unlawful deductions from wages, failure to provide meal and rest breaks, failure to provide
21 itemized wage statements, failure to keep accurate payroll records, failure to reimburse business
22 expenses, unlawful prohibition on discussion of wages and working conditions, unlawful working
23 conditions and failure to provide adequate changing facilities.

24 162. As a result of Defendants' unlawful conduct, Plaintiffs, and all other current and former
25 Raiderettes, are entitled to recover unpaid wages and penalties, in an amount to be proven at trial.

26 **WHEREFORE**, Plaintiffs prays for judgment as follows:

27 (a) For unpaid wages as authorized under Labor Code §§ 2698-2699 in an
28 amount according to proof;

1 (b) For all penalties for Defendants' above-described violations of the
2 California Labor Code and Industrial Welfare Commission Wage Orders as
3 authorized under Labor Code §§ 2698-2699 in an amount according to
4 proof;

5 (c) Interest as available under applicable law;

6 (d) For reasonable attorney's fees and costs of suit as available under
7 applicable law; and

8 (e) For such other and further relief as the court deems just and proper.

9 **FIFTEENTH CAUSE OF ACTION**

10 **(BREACH OF CONTRACT)**

11 **(BY PLAINTIFFS AND THE CLASS AGAINST DEFENDANTS)**

12 163. Plaintiffs and the Class re-allege paragraphs 1 through 74 and incorporate them by reference as
13 if fully set forth herein.

14 164. As described above, Plaintiffs and the Class were required to enter into a Raiderette Agreement
15 which provided, *inter alia*, for payment of \$125 for each home game at which the Raiderette
16 performed.

17 165. Defendant failed, and continues to fail, to pay Plaintiffs and the Class no less than \$125 for each
18 home game at which the Raiderette performed, thereby breaching its contract with Plaintiffs and the
19 Class.

20 166. As a direct and proximate result of Defendants' breach, Plaintiffs and the Class have suffered
21 damages in an amount to be proven at trial.

22 **WHEREFORE**, Plaintiffs and the Class pray for judgment as follows:

23 (a) For actual and general damages in an amount according to proof;

24 (b) For statutory damages and penalties in an amount according to proof;

25 (c) For reasonable attorney's fees and costs as available under applicable law;

26 (d) Interest as available under applicable law; and

27 (e) For such other and further relief as the court deems just and proper.

28 ///

1 **DEMAND FOR A JURY TRIAL**

2 Plaintiffs hereby demand a trial by jury on each cause of action pled in this complaint.

3
4 Dated: 6/3/2014

By:


Drexel A. Bradshaw, Esq.
Attorney for Plaintiffs and the Class

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EXHIBIT A

2012 RAIDERETTE AGREEMENT

THIS RAIDERETTE AGREEMENT ("Agreement") is made and entered into this 3 day of May, 2012 by and between the Oakland Raiders, a California limited partnership ("CLUB") and [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 May 3, 2012. 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. Employment and Service.

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 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 2012-2013 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 2012-2013 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 RAIDERETTES capacity as a Raiderette. If

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 of 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 Leanne Thompson

RAIDERETTE DEPARTMENT

RAIDERETTE:

[Redacted signature]

Print Name:

[Redacted name]

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.