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**FILED**  
**ALAMEDA COUNTY**  
 SEP -4 2014  
 CLERK OF THE SUPERIOR COURT  
 By Wynne Carvill Deputy

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 COUNTY OF ALAMEDA

17		) Case No. RG14710815
18	LACY T. and SARAH G., on behalf of	) <b>ASSIGNED FOR ALL PURPOSES TO:</b>
19	themselves and all others similarly situated,	) <b>JUDGE WYNNE CARVILL</b>
20	Plaintiff,	) <b>DEPARTMENT 21</b>
21	vs.	) NOTICE OF JOINT MOTION FOR
22	THE OAKLAND RAIDERS, a California	) (1) PRELIMINARY APPROVAL OF
23	Limited Partnership and DOES 1 through 20,	) CERTIFICATION OF CLASS ACTION FOR
24	inclusive,	) SETTLEMENT PURPOSES;
25	Defendants.	) (2) PRELIMINARY APPROVAL OF CLASS
26		) ACTION SETTLEMENT;
27		) (3) PRELIMINARY APPROVAL OF CLASS
28		) REPRESENTATIVES AND CLASS
		) COUNSEL; AND (4) SCHEDULING A
		) FINAL APPROVAL HEARING DATE
		) <b>Reservation No.: R-1549478</b>
		) <b>Date: 09/26/2014</b>
		) <b>Time: 08:30 a.m.</b>
		) <b>Dept.: 21</b>
		) <b>Complaint Filed: January 22, 2014</b>

**BY FAX**


1 PLEASE TAKE NOTICE THAT ON September 26, 2014, at 8:30 a.m., or as soon  
2 thereafter as may be heard by the Honorable Wynne S. Carvill, in Department 21 of this Court,  
3 Plaintiffs Lacy T. and Sarah G., and Defendant The Oakland Raiders, shall move for  
4 (1) preliminary approval of certification of class action for settlement purposes; (2) preliminary  
5 approval of class action settlement in the amount of \$1,250,000, inclusive of fees and costs; (3)  
6 preliminary approval of class representatives and class counsel; and (4) scheduling of a final  
7 approval hearing date.

8 The Parties submit that the settlement is fair, adequate and reasonable, and that it confers  
9 a substantial benefit upon the class. Accordingly, under California Rule of Court 3.769,  
10 Plaintiffs request that the Court grant preliminary approval of the settlement, set the deadline for  
11 filing objections to the settlement, schedule a final approval hearing, and approve the proposed  
12 notice plan.


13 This motion is based on this Notice, the accompanying Memorandum of Points and  
14 Authorities, the Declaration of Sharon R. Vinick, the Declaration of Lacy T., the Declaration of  
15 Sarah G., oral evidence to be presented at the hearing, and on all papers and records filed in this  
16 action.

17 Dated: September 4, 2014

LEVY VINICK BURRELL HYAMS

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19 By:   
20 SHARON R. VINICK  
21 Attorneys for Plaintiffs

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25 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 26 COUNTY OF ALAMEDA

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Case No. RG14710815

**ASSIGNED FOR ALL PURPOSES TO:  
 JUDGE WYNNE CARVILL  
 DEPARTMENT 21**

**MEMORANDUM OF POINTS AND  
 AUTHORITIES IN SUPPORT OF  
 JOINT MOTION FOR PRELIMINARY  
 APPROVAL OF CLASS ACTION  
 SETTLEMENT**

Reservation No.: R-1549478

Date: 09/26/2014  
 Time: 08:30 a.m.  
 Dept.: 21

**BY FAX**

**JUDGE WYNNE CARVILL**

Complaint Filed: January 22, 2014

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1 **I. INTRODUCTION**

2 This is a wage and hour class action brought under California labor laws and the Business  
3 and Professions Code by the Raiderette cheerleaders against their employer, The Oakland  
4 Raiders ("Raiders"). Plaintiffs allege various violations of the California Labor Code ("Labor  
5 Code"), including that Defendant failed to pay them for all hours worked, failed to pay all  
6 overtime compensation owed, failed to reimburse them for business expenses, failed to provide  
7 them with meal and rest breaks, failed to pay them in a timely manner, and took unlawful  
8 deductions from their wages. Plaintiffs also allege that the violations of Labor Code sections also  
9 constitute an unlawful, unfair and fraudulent practice and unfair competition within the meaning  
10 of Business and Professions Code section 17200, *et seq.*

11 In their Joint Motion for Preliminary Approval of Class Action Settlement,  
12 Representative Plaintiffs Lacy T. and Sarah G. and The Oakland Raiders (collectively, the  
13 "Parties") seek preliminary approval of the settlement of the Raiderettes' claims against the  
14 Raiders. The Parties arrived at the Settlement after a full-day mediation with Mark Rudy, one of  
15 the state's top wage and hour class action mediators, and weeks of arm's-length bilateral  
16 negotiations following the mediation session.

17 The proposed Settlement consists of a payment of \$1,250,000, plus the employers' share  
18 of payroll taxes on the portion of the settlement payments considered wages. With the exception  
19 of the five class members who worked a partial season, the Settlement pays each Class Member  
20 between \$2,459.63 and \$6,832.30 per season, depending on which season they worked as a  
21 Raiderette. Since some class members will receive payment for multiple seasons, the individual  
22 class members who worked at least a full season during the Class Period will receive from  
23 \$2,459.63 to \$20,633.54. The Settlement further provides an additional \$10,000 payment to each  
24 of the two Representative Plaintiffs in recognition of their substantial efforts on behalf of the  
25 Class. Attorneys' fees will account for \$400,000 of the Settlement, and an additional \$23,000  
26 will be allocated for costs and \$7,500 will be allocated to pay the Class Action Administrator.  
27 Finally, the Settlement provides for a \$10,000 payment of PAGA penalties, 25% of which will  
28

1 be distributed among the class and the remainder will be paid to the California Labor &  
2 Workforce Development Agency ("LWDA").

3 The Settlement readily satisfies the standard for preliminary approval, as it fairly and  
4 appropriately resolves the claims of the Class in a manner that provides substantial financial  
5 relief. The eventual final fairness hearing will provide the Court with another opportunity to  
6 review the Settlement, with the benefit of Class members' responses, as well as information  
7 regarding the rates of participation compared with objections. Accordingly, the Parties  
8 respectfully request that the Court: (1) grant preliminary approval of the Settlement and  
9 authorize the Parties to give Class notice of the Proposed Settlement in the form of the proposed  
10 Notices submitted herewith; (2) approve Plaintiffs Lacy T. and Sarah G. and undersigned  
11 counsel, Levy Vinick Burrell Hyams, LLP, as Class Representatives; (3) conditionally certify the  
12 Class for settlement purposes only; and (4) schedule a final approval hearing date.

13 **II. PROCEDURAL BACKGROUND**

14 On January 22, 2014, Plaintiff Lacy T. commenced this class action against The Oakland  
15 Raiders ("Raiders") alleging various California statutory wage violations plus unfair competition  
16 in violation of California Business and Professions Code § 17200, *et seq.* That same day,  
17 Plaintiff gave notice to the LWDA, pursuant to the California Private Attorneys General Act  
18 ("PAGA"), Labor Code sections 2699, 2699.3, and 2699.5, of Plaintiffs' intent to pursue a cause  
19 of action seeking redress for Defendant's violation of Labor Code sections 201, 202, 204, 221,  
20 226, 266.7, 432.5, 510, 512, 1194, 1197, 1198, and 2802.

21 On February 4, 2014, Plaintiff amended the original complaint to add Sarah G. as a  
22 named Plaintiff and class Representative.

23 On February 19, 2014, the LWDA notified Plaintiffs that it did not intend to investigate  
24 the alleged PAGA violations. Plaintiffs filed a Second Amended Complaint ("SAC") on  
25 March 4, 2014, to add their PAGA claims. The SAC defines the Class as: "For the period  
26 January 22, 2010 to the present, all individuals who are currently employed, or formerly were  
27 employed as Oakland Raiderettes." *See* SAC ¶ 48.

1           On March 14, 2014, Defendant filed a motion to compel Plaintiffs to arbitrate all the  
2 claims set forth in the SAC on an individual basis and to dismiss their class and representative  
3 claims. Plaintiffs opposed the motion, arguing that the arbitration clause in the Raiderettes'  
4 employment contract was unconscionable and unenforceable. The motion was set for a hearing  
5 on April 30, 2014.

6           On March 28, 2014, Defendant filed a Motion to Stay the Litigation, including a stay on  
7 all discovery, until the Court ruled on the arbitration issue. Plaintiffs opposed the Motion in part,  
8 arguing that they were entitled to conduct discovery related to threshold matters that must be  
9 considered by the Court in determining whether to grant Defendant's motion to compel  
10 arbitration. On April 11, 2014, the Court granted Defendant's Motion to Stay the Litigation.

11           On May 13, 2014, the Court continued the hearing on the Motion to Compel Arbitration,  
12 pending a decision in *Iskanian v. CLS Transportation of Los Angeles*, a case pending before the  
13 California Supreme Court which concerned the issue of whether employees may waive their  
14 right to representative action under PAGA. *See Iskanian*, 59 Cal. 4th 348 (2014).

15           On June 3, 2014, before *Iskanian* was decided, the Parties filed a Stipulation concerning  
16 the arbitration. Under the terms of the Stipulation filed by the Parties, the Raiders waived any  
17 argument that Plaintiffs could not pursue in arbitration the class and representative claims  
18 asserted in the SAC. Additionally, the Parties agreed to jointly select a neutral arbitrator with  
19 experience in employment matters. The Stipulation also provided that this Court would retain  
20 jurisdiction over the dispute unless and until the mediation of the matter was not successful, at  
21 which point the Court would order the matter to arbitration pursuant to the terms agreed upon by  
22 the Parties. The Stipulation was approved and entered by the Court on June 3, 2014.

23           On June 13, 2014, in preparation for the scheduled mediation of the case, the parties  
24 exchanged extensive documentation regarding the allegations in the SAC. The documents  
25 provided by the Raiders to the Plaintiffs included, but were not limited to, the following: the  
26 contracts signed by each class member; all personnel policies; records reflecting practices,  
27 games and appearances by class members; and payroll records. The documents provided by the  
28

1 Plaintiffs included, but were not limited to, the following: records of all hours and expenses.

2 On July 14, 2014, the Parties mediated with Mark Rudy. Although the Parties did not  
3 agree to settle that day, Mr. Rudy continued assisting in arm's-length negotiations. On July 25,  
4 2014 the Parties reached a tentative agreement on the principle terms of the settlement. After  
5 much negotiation concerning specific terms, on September 3, 2014, the Parties executed a  
6 Settlement and Release Agreement (hereinafter "Settlement Agreement"), a copy of which is  
7 attached as Exhibit 1 to the *Declaration of Sharon R. Vinick in Support of the Joint Motion for*  
8 *Preliminary Approval of Class Action Settlement ("Vinick Decl. ")*, a copy of which is filed  
9 herewith.

10 **III. TERMS OF THE PROPOSED SETTLEMENT**

11 **A. The Class**

12 The Class is defined as all individuals who worked as Raiderettes for The Oakland  
13 Raiders, from January 22, 2010, to June 30, 2014, which is the date upon which a new group of  
14 Raiderettes were selected. The current Raiderettes are subject to wholly different employment  
15 policies and practices. Based upon records maintained by the Raiders and examined by Class  
16 Counsel, the Parties agree that there are 90 women in the class.

17 **B. Settlement Amount**

18 The Raiders will pay one million two hundred fifty thousand dollars (\$1,250,000.00) to  
19 settle this case (the Gross Settlement Amount). This includes payments to the members of the  
20 settlement class, attorney's fees, reasonable litigation expenses, service fees to each class  
21 representative, costs of administration, PAGA payments, statutory damages and penalties,  
22 unreimbursed expenses, wages, interest, and employee taxes on wages. This sum does not  
23 include the Raiders' corporate tax obligation, which the Raiders will pay separately and in  
24 addition to the gross settlement amount. Approximately sixty-three percent of the total  
25 Settlement Amount will be allocated to the Class (the Net Settlement Amount).

26 **C. Payment to Named Class Representatives**

27 Lacy T. and Sarah G., the named Class Representatives in this case, will receive ten  
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1 thousand dollars (\$10,000) each in recognition of their service to the Class. These payments will  
2 be deducted from the Gross Settlement Amount, and are in addition to any recovery which the  
3 Class Representatives may receive as members of the Class.

4 **D. Attorneys' Fees and Costs**

5 Class Counsel will be paid four hundred thousand (\$400,000) in attorneys' fees and will  
6 recover an additional twenty three thousand (\$23,000) in reasonable litigation expenses. An  
7 additional seven thousand five hundred dollars (\$7,500) will be allocated to pay administration  
8 costs.

9 **E. PAGA Payment**

10 The Settlement will include an allocation of \$10,000 to Plaintiffs' PAGA claims.  
11 Twenty-five percent (\$2,500) will be distributed among the Class, and the remainder (\$7,500)  
12 will be paid to the LWDA.

13 **F. Distribution to Class Members**

14 The Net Settlement Amount (the total amount allocated to the class) will be \$792,000.  
15 The distribution among the Class Members will be based upon the season or seasons in which  
16 the Class Member worked. For each Class Member, a portion of the settlement payment will be  
17 allocated to unpaid wages, from which applicable taxes and deductions will be taken. Additional  
18 sums paid to each Class Member will be allocated to unreimbursed expenses, interest on  
19 expenses and unpaid wages, and penalties, none of which will be taxable as wages.

20 The distribution among the classes will be based upon a formula, with each class member  
21 receiving a "Share," or a portion of a "Share," based upon the season(s) in which they worked  
22 for the Raiders. Each "Share" of the Settlement will be valued at \$6,832.30. The allocation of  
23 shares among the class members, as well as the proportion of the shares that are taxable are set  
24 forth below:

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Season	Share	Taxable % <sup>1</sup>	Non-Taxable %
2010-2011	1.00	34%	66%
2011-2012	0.86	33%	67%
2012-2013	0.80	35%	65%
2013-2014	0.36	7%	93%
2009-2010	0.02	38%	62%

The allocation of shares among the seasons is based upon the following factors. First, the Class Members who worked in the 2013-2014 season were generally paid twice as much as in prior seasons, and The Raiders did pay minimum wage and overtime in the 2013-2014 season. Thus, Class Members' claimed damages for unpaid wages and statutory damages for the 2013-14 season are much lower. Moreover, Class Members who worked in the 2013-2014 season traveled to fewer appearances than the other Class Members, which resulted in lower expense reimbursement for these Class Members. Second, differences in the shares to the 2010-2011, 2011-2012 and 2012-2013 Class Members are attributable to the varying hours worked by the Class Members in each season. However, the Class Members in these three seasons are being paid the same settlement amount for their claims relating to unpaid expenses and statutory damages and penalties. Third, there are only 6 Class Members who were selected for the 2009-2010 football season who made appearances as Raiderettes within the class period for which they did not receive an appearance fee. These six women worked a maximum of 5.5 hours for each appearance, resulting in a significantly smaller share of the payout.

**G. Scope of Release**

The Class members' release includes all claims and causes of action asserted in the

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<sup>1</sup> The terms "taxable" and "non-taxable" as used in this chart, refer to whether the sums will be taxed as wages, meaning that the sum will be reduced by applicable federal and state taxes, as well as other applicable wage deductions. Pursuant to the terms of the Settlement Agreement, the Class Members will be responsible for paying taxes, if any, on the amounts that are not taxed as wages.

1 Second Amended Complaint, all claims and causes of action related in any way to the facts,  
2 claims, and causes of action alleged in this Litigation, even if presently unknown or unasserted,  
3 and all claims and causes of action that could have been pled in this Litigation. The release  
4 includes all claims that the Raiders (or its officers, employees, owners, affiliated entities, etc.)  
5 did not comply with California wage-and-hour laws or laws affecting working conditions  
6 (including without limitation any claims based on the California Labor Code, applicable  
7 Industrial Welfare Commission Wage Orders, the California Business & Professions Code, or  
8 the PAGA). The release encompasses the claims asserted in *Caitlin Y. and Jenny C. v. The*  
9 *National Football League, The Oakland Raiders, LLC, et al.*, Alameda County Superior Court  
10 Case No. RG14727746, which are either duplicative of, or based on the same transactions and  
11 occurrences underlying, Plaintiffs' causes of action.

12 **H. Administration of Notice, Opt-Out, and Objections Process**

13 The cost for the notice program shall be deducted from the Gross Settlement Amount,  
14 upon the Court's preliminary approval of the Settlement and approval of the notice program. The  
15 parties have selected Simpluris, an experienced claims administrator, to serve as the Settlement  
16 Administrator. The Settlement Administrator will send notices to all class members by U.S. Mail  
17 and e-mail. The Raiders will provide the Settlement Administrator with the names, addresses and  
18 social security numbers of all class members. The notice will provide each Class Member with  
19 information regarding the Settlement including the sum to be paid to each Class Member under  
20 the terms of the proposed Settlement, her right to object and/or opt-out of the settlement. Class  
21 Members may also challenge and seek correction of the computation of their pro rata share, with  
22 all challenges to be determined by the Settlement Administrator. The proposed class Notice and  
23 Settlement Share Form are attached to the Settlement Agreement as **Exhibits A and B**.

24 Settlement Class members may elect to opt out of the Settlement Class and thus exclude  
25 themselves from the litigation, the Settlement, and the Settlement Class by the claims period  
26 deadline. If a Class member opts out, the funds allocated to her will remain with the Raiders. If  
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1 more than 10% of Settlement Class members opt out of the settlement, the Raiders may elect to  
2 void the settlement.

3 Settlement Class members who do not timely opt out of the Settlement Class will be  
4 members of the Settlement Class and will receive settlement payments by mail. The back of the  
5 check will read: "By not opting out, you are waiving and releasing all claims that were brought,  
6 could have been brought, or are related to the claims brought in *Lacy T. and Sarah G. v. The*  
7 *Oakland Raiders*. You may read the full notice, waiver and release online at  
8 [www.levyvinick.com/raiderettesetlement.htm](http://www.levyvinick.com/raiderettesetlement.htm)." As explained in more detail in the Class  
9 Notice, Settlement Class members who do not opt out will have an opportunity to object to the  
10 Settlement. The Notice explains that even if Settlement Class members do not cash the check,  
11 they will be subject to the judgment and its associated release of claims unless they affirmatively  
12 opt out of the suit. Checks that are received by Settlement Class Members will become void after  
13 180 days and all unclaimed funds will be distributed to Girls Inc. of Alameda County as a *cy*  
14 *pres* recipient.

15 **IV. THE COURT SHOULD CERTIFY THE PROPOSED SETTLEMENT CLASS**  
16 **FOR THE PURPOSES OF IMPLEMENTING THE SETTLEMENT.**

17 Class action suits in California are appropriate "when the question is one of a common or  
18 general interest ... or when the parties are numerous, and it is impracticable to bring them  
19 all before the court." Cal. Civ. Proc. § 382; *see also Richmond v. Dart Industries, Inc.*, 29 Cal. 3d  
20 462, 470 (1981). Two requirements must be met in order to sustain a class action: (1) there must  
21 be an ascertainable class; and (2) there must be a "well defined community of interest in the  
22 questions of law and fact involved affecting the parties to be represented." *Daar v. Yellow Cab.*  
23 *Co.*, 67 Cal. 2d 695, 704 (1967). In turn, a community of interest is established where (1) there  
24 are predominant common questions of law or fact; (2) the Representative Plaintiffs have "claims  
25 or defenses typical of the class"; and (3) the Representative Plaintiffs are able to adequately  
26 represent the class. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1806 (1996).

27 This action should be conditionally certified as a class action solely for the purposes of  
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1 settlement. See *Hernandez v. Vitamin Shoppe Industries, Inc.*, 174 Cal. App. 4th 1441, 1456  
2 (2009) (“[Courts] unquestionably ha[ve] the authority to conditionally certify a class for  
3 settlement purposes.”); see also *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240  
4 (2001) (“[P]re-certification settlements are routinely approved if found to be fair and  
5 reasonable.”). The proposed Class definition encompasses all individuals who were employed as  
6 Oakland Raiderettes, from January 22, 2010 to June 30, 2014. See SAC ¶ 48. The Class meets  
7 the requirements necessary for class certification because there is a well-defined community of  
8 interest in the litigation and the Class is easily ascertainable.

9 **A. Numerosity**

10 The potential members of the Class as defined are so numerous that joinder of all the  
11 members of the Class is impracticable. Based upon the records produced by the Raiders and  
12 verified by Class Counsel, the parties agree that there are 90 putative Class members, whose  
13 precise identities have already been ascertained through inspection of the Raiders’ business  
14 records. “No set number is required as a matter of law for the maintenance of the class action”; it  
15 is enough that there is a common question of interests to “many” persons. *Rose v. City of*  
16 *Hayward*, 126 Cal. App. 3d 926, 934 (1981) (upholding a class of 42); see also *Bowles v.*  
17 *Superior Court*, 44 Cal. 2d 574 (1955) (upholding a class representing 10 individuals). Joinder of  
18 all 90 Class Members would be impractical. The proposed settlement Class of 90 individuals  
19 therefore satisfies the numerosity requirement.

20 **B. Commonality**

21 There are questions of law and fact common to Plaintiffs and to the Class that  
22 predominate over any questions affecting only individual members of the Class. These common  
23 questions of law and fact include, without limitation:

- 24 i. Whether The Raiders’ maintained a policy and practice of failing to pay  
25 Raiderettes the minimum wage for all hours worked, and whether any policy  
26 maintained violates California law;

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

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California labor laws;

x. Whether The Raiders maintained a policy and practice of failing to pay employees semimonthly wage payments, and whether any policy maintained violates California labor laws;

xi. Whether The Raiders maintained a policy and practice of failing to provide employees with the required meal and rest breaks, and whether any policy maintained violates California labor laws;

xii. Whether Raiders violated the contract by paying Raiderettes less than the contractual amount;

xiii. The proper formula for calculating restitution, damages and waiting time penalties owed to Plaintiffs and the Class. *See* SAC, ¶¶ 16-46.

**C. Typicality**

Plaintiffs' claims are typical of the claims of the Class. Like all other Class Members, the Representative Plaintiffs were subject to the same employment agreement, the same policies and practices, the same payment schedule, and the same record-keeping practices. Defendant's alleged conduct has caused Plaintiffs and Class Members to sustain the same or similar injuries and damages. Plaintiffs' claims are thereby representative of, and co-extensive with, the claims of the Class.

**D. Adequacy of Representation**

Plaintiffs are members of the Class, and to the knowledge of Class Counsel, they do not have any conflicts of interest with other Class Members. Representative Plaintiffs Lacy T. and Sarah G. have prosecuted the case vigorously on behalf of the Class, and have spent many hours preparing documentation, meeting with Class Counsel, evaluating settlement options, and speaking publicly in support of their claims. Counsel representing Plaintiffs are competent and experienced in litigating employment class actions. They have spent, collectively, 753.5 hours reviewing extensive documentation, analyzing four years of wage and hour data, investigating all possible causes of action, and negotiating vigorously on behalf of the Class. Therefore, Plaintiffs

1 have fairly and adequately represented and protected the interest of Class Members.

2 **E. Superiority of Class Action**

3 A class action is superior to other available means for the fair and efficient adjudication  
4 of this controversy. Individual joinder of all Class Members is not practicable, and questions of  
5 law and fact common to the Class predominate over any questions affecting only individual  
6 members of the Class. Class action treatment will allow those similarly situated persons to  
7 litigate their claims in the manner that is most efficient and economical for the parties and the  
8 judicial system. Further 90 individual suits would be an unnecessary drain on judicial resources  
9 and could result in conflicting obligations imposed on Defendant.

10 The proposed Class easily meets the requirements for class certification; however, if the  
11 Settlement ultimately fails to be approved, Defendant will maintain its right to oppose the  
12 certification of the Class. Thus, conditional certification for settlement purposes is proper and not  
13 detrimental to the interests of any Party.

14 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT.**

15 The law favors settlement, particularly in class actions and other complex cases where  
16 substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.  
17 *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151  
18 (2000); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). The purpose of  
19 the preliminary evaluation of class action settlements is to determine only whether the proposed  
20 settlement is within the range of possible approval, and thus whether notice to the class of the  
21 terms and conditions and the scheduling of a formal fairness hearing are worthwhile. *See*  
22 *Wershba*, 91 Cal. App. 4th at 234-35. In passing on class action settlements, a court has broad  
23 powers to determine whether a proposed settlement is fair under the circumstances of the case.  
24 *Id.*; *see also Mallick v. Superior Ct.*, 89 Cal. App. 3d 434, 438 (1979). To grant preliminary  
25 approval of this Settlement, the Court need find only that the Settlement falls within the range of  
26 possible final approval, also described as “the range of reasonableness.” *See, e.g., North Cty.*  
27 *Contractor’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-1090 (1994); *In*  
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1 re *Traffic Exec. Ass'n*, 627 F.2d 631, 633-634 (2d Cir. 1980). A decision approving a class action  
2 settlement may be reversed only upon a strong showing of clear abuse of discretion. See  
3 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

4 For the reasons set forth below, the Court should grant the motion for preliminary  
5 approval of this Settlement.

6 **A. The Settlement Is the Product of Non-Collusive, Arm's-Length and**  
7 **Informed Negotiations.**

8 California courts recognize that “a presumption of fairness exists where . . . [a] settlement  
9 is reached through arm's-length bargaining.” *Wershba*, 91 Cal. App. 4th at 245. There is no  
10 doubt that the Settlement in this case is the result of non-collusive, arm's-length and informed  
11 negotiations.

12 Before mediation, the Parties engaged in an extensive and hard-fought battle over  
13 whether the Raiders could compel the Plaintiffs to arbitrate their claims. The Raiders claimed  
14 that the Plaintiffs' employment agreements mandating arbitration should govern, while the  
15 Plaintiffs were equally firm in asserting that the employment agreements were unconscionable  
16 and therefore unenforceable. After extensive negotiations, the Parties entered into a Stipulation  
17 that provided, *inter alia*, that the arbitration would be conducted under the JAMS rules governing  
18 arbitration of employment claims, before a mutually-agreeable arbitrator experienced in  
19 employment law, and that Defendant would not oppose Plaintiffs' class and representative  
20 claims based on the existence of the arbitration agreement. The fierce and protracted dispute over  
21 the arbitration of the underlying dispute reinforces the non-collusive nature of this settlement.

22 Under the Stipulation regarding arbitration, the Parties agreed to enter into mediation  
23 before the case was referred by this Court to arbitration.

24 The Parties entered mediation on July 14, 2014. Mark Rudy, one of the most respected  
25 and experienced mediators in the area, presided over the mediation. See *Chavez v. Netflix, Inc.*,  
26 162 Cal. App. 4th 43, 53 (2008) (finding evidence of arm's-length bargaining based on  
27 mediator's reputation and knowledge). After a day of mediation did not resolve the case, the  
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1 Parties continued to negotiate through the mediator.

2 In reaching settlement, counsel on both sides relied on their respective substantial  
3 litigation experiences in similar employment class actions, and thorough analysis of the legal and  
4 factual issues presented in this case. Information gleaned from investigation and discovery  
5 informed both parties' assessment of the strengths and weaknesses of the case and the benefits of  
6 the Settlement. Class Counsel's evaluation of the liability and damages in the case was premised  
7 on an extensive evaluation of, among other things, the number of Raiderettes who worked  
8 between 2010 and 2013, the number of hours worked on average by each Raiderette each season  
9 (in practices, games and other appearances), the number of pay periods in a season, the average  
10 hourly rate each Raiderette actually received for her work and the penalties that could be  
11 awarded with respect to the alleged violations of law. Since Plaintiffs did not receive any  
12 standard hourly rate, Class Counsel performed calculations to determine what Plaintiffs should  
13 have received based on multiple pay rates, starting at \$8 per hour for minimum wage and ranging  
14 as high as \$30 per hour. Class Counsel also performed extensive analysis of recovery limits for  
15 both civil and statutory penalties, including PAGA penalties and liquidated damages. The  
16 calculations are thoroughly documented in the *Vinick Decl.*, and further prove that the Parties are  
17 well-informed about the potential liability and exposure in this case.

18 **B. The Settlement is Reasonable in Light of Litigation Risks.**

19 Under the proposed Settlement, Class Counsel has calculated that for each season in  
20 which a Class Member worked as a Raiderette, the Class Member will receive full pay for all  
21 hours worked at the minimum wage rate of \$8 per hour for all hours worked, between \$800 and  
22 \$1,100 for unreimbursed expenses, interest on unpaid wages and unreimbursed expenses  
23 calculated at a rate of 10% per annum, and approximately 24% of the statutory damages and  
24 penalties ("penalties") that an arbitrator, in his discretion, could award.

25 While the proposed Settlement may be less than the amount that the Class could  
26 potentially recover in arbitration, it is unlikely that Plaintiffs would receive the full amount to  
27 which they believe they are entitled. First, full recovery could not be achieved unless an

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1 arbitrator were to award the Class Members an amount in excess of the minimum hourly wage  
2 (\$8 per hour) for all hours worked. Second, full recovery could not be achieved unless the  
3 arbitrator found that all claimed expenses were required expenditures. Third, full recovery could  
4 not be achieved unless the arbitrator were to award all available penalties including multiple  
5 penalties for each legal claim asserted in the litigation. However, whether to award penalties, and  
6 the quantum of such penalties, is within the discretion of the arbitrator. *See, e.g., Thurman v.*  
7 *Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135 (2012) (affirming trial court's reduction  
8 of civil penalties by thirty percent). Moreover, recovery for some penalties, such as waiting time  
9 penalties under Labor Code section 203, is possible only if the plaintiff is able to show the  
10 violation is "willful." *See* Labor Code § 203. Defendant intends to assert a good faith defense in  
11 order to defeat penalties that require willful conduct. If it is successful in that defense, Plaintiffs  
12 would recover nothing under those provisions. Since penalties account for a large portion of  
13 Defendant's total exposure in this case, it is reasonable to avoid the risks associated with  
14 obtaining less than the maximum amount of penalties. Fourth, since the Settlement fully  
15 reimburses Class Members for their unpaid wages, expenses, and interest, in addition to  
16 \$263,015 and \$2,500 (PAGA) in penalty payments, avoiding the risks, time, and expense of  
17 litigation in this case is justified. Fifth, an additional \$7,500 will be paid to the State of California  
18 on account of the PAGA claims alleged in the case.

19 Absent settlement, Class Counsel would still have to litigate various issues regarding  
20 liability, not to mention the quantum of damages as well as the applicability and appropriate  
21 amount of penalties. Such litigation would be costly and time consuming and would likely take  
22 many months, if not years, to resolve. By contrast, the Settlement ensures timely and substantial  
23 relief to all Class Members.

24 **C. The Amount Offered in Settlement Weighs Strongly in Favor of**  
25 **Preliminary Approval.**

26 The Class consists of less than one hundred low wage, part-time employees, all of whom  
27 will receive significant up-front cash payments. Members of the 2010 squad will each receive  
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1 \$6,832.30, the 2011 squad will receive \$5,875.78, the 2012 squad will be paid \$5,465.84,  
2 members of the 2013 squad will be paid \$2,459.63, and the 6 members of the 2009 squad will be  
3 paid \$136.65. Some Class Members, including Representative Plaintiff Sarah G., will receive in  
4 excess of \$20,000 because they worked all four seasons. This is a significant amount for part-  
5 time employees at minimum wage. Furthermore, The Raiders will pay its share of the payroll  
6 taxes.

7 The Settlement amount compares favorably with the estimated full relief for Plaintiffs'  
8 claims. First, Class Members are receiving \$8 an hour for every hour that they worked for which  
9 they were unpaid. Second, Class Members are receiving between \$800 and \$1100 in  
10 unreimbursed expenses, which is approximately 60% of Plaintiffs' estimate for unreimbursed  
11 expenses. Third, Class Members are receiving interest at the rate of 10% per year on all unpaid  
12 wages and unreimbursed expenses. Fourth, Class Members are receiving a total of \$ 263,015 in  
13 penalties, which represents 24% of all penalties Plaintiffs would have sought in arbitration. Thus,  
14 this Settlement represents a full 100% recovery for unpaid wages, 60% recovery for expenses,  
15 and full interest on such sums and an additional \$263,015 in penalties (which are discretionary).

16 **D. The Participation Payment to the Class Representatives Is**  
17 **Reasonable.**

18 The proposed participation payment of \$10,000 each to Lacy T. and Sarah G., the named  
19 Class Representatives, is intended to recognize their substantial initiative, the time that they have  
20 expended in connection with the litigation, the personal and financial risks they undertook in  
21 stepping forward to represent the Class, the permanent losses they have incurred, and their  
22 significant efforts on behalf of the Class.

23 Courts routinely approve incentive awards in order to compensate class representatives  
24 for the services they provide and the risks they incur during class action litigation. *See Clark v.*  
25 *American Residential Services LLC*, 175 Cal. App. 4th 785, 806 (2009) (approving the rationale  
26 behind awarding participation payments); *see also Bell v. Farmers Ins. Exchange*, 115 Cal. App.  
27 4th 715, 726 (2004) (affirming an order for "service payments" to the five named plaintiffs for  
28 their efforts litigating the case); *In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380



1 (2010) (awarding \$10,000 each to two named plaintiffs); *Van Vranken v. Atlantic Richfield Co.*,  
2 901 F. Supp. 294, 299 (N.D. Cal. 1995) (awarding \$50,000 to the named plaintiff).

3 One indicator courts use to assess the reasonableness of the participation payment amount  
4 is the payment amount relative to what the other Class members will receive. In *Clark v.*  
5 *American Residential Services LLC*, 175 Cal. App. 4th 785 (2009), the court reversed for abuse  
6 of discretion a participation award of \$25,000 to both named plaintiffs. *Id.* at 804. The court  
7 noted that the participation payment awarded to the named plaintiffs was at least 44 times the  
8 average payout to the other Class members. *Id.* at 805. In contrast, in *Munoz v. BCI Coca-Cola*  
9 *Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399(2010), the court upheld a participation  
10 payment of \$5,000 to each named plaintiff, distinguishing the award from that in *Clark* on the  
11 basis that the amount was just twice as much as the payout to the other class members. *Id.* at 412.

12 In the instant case, the class members will receive between \$2,459.63 and \$20,633.54.  
13 Thus, a payment of \$10,000 to each of the Class Representatives is reasonable.

14 Furthermore, the court in *In re Cellphone Fee Termination Cases* articulated the  
15 following relevant factors to assess the appropriateness of a Class Representative's enhancement:  
16 "1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the  
17 notoriety and personal difficulties encountered by the class representative; 3) the amount of time  
18 and effort spent by the class representative; 4) the duration of the litigation, and; 5) the personal  
19 benefit (or lack thereof) enjoyed by the class representative as a result of the litigation." 186 Cal.  
20 App. 4th at 1394-95 (quoting *Van Vranken*, 901 F. Supp. at 299). Four of these factors strongly  
21 support the requested enhancement here.

22 First, Lacy T. and Sarah G. undertook significant risks a result of bringing this case. The  
23 Raiderettes are a very tight-knit organization and are understandably loyal to The Raiders.  
24 Stepping forward to draw attention to the wage concerns in this case subjected both Lacy T. and  
25 Sarah G. to negative comments from current and former members of the Raiderettes. Second,  
26 both plaintiffs experienced notoriety. Given the public impact of the lawsuit, both women have  
27 been the subject of numerous stories in the media, many of which have included negative  
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1 comments from other cheerleaders. For example, Lacy T. has been called a “bitter Betty” and a  
2 “traitor to the sisterhood.”

3 Third, the Class Representatives have spent a great deal of time and effort litigating this  
4 case. Both Class Representatives spent a significant amount of time working with counsel,  
5 attending court hearings and participating in the mediation. Moreover, both women have been  
6 intimately involved in every strategic decision in the case, as they were strongly committed to  
7 making sure that each and every decision was in the best interest of the class members.

8 Finally, Lacy T. and Sarah G. have not experienced any other personal benefits as a result  
9 of this litigation. On the contrary, they both have been ostracized by their former friends and  
10 colleagues in the Raiderettes, and have been publicly criticized by cheerleaders on other teams.

11 Given that the proposed participation payment compares favorably with the amount  
12 recovered by the other Class Members, and given the significant risks and efforts undertaken by  
13 the Representative Plaintiffs Lacy T. and Sarah G., the Court should find the additional  
14 participation payment is reasonable and fair.

15 **E. The Requested Attorneys’ Fees and Costs Are Reasonable Under the**  
16 **Common Fund Doctrine.**

17 Class Representatives and the Class, as the prevailing parties in settlement, are entitled to  
18 recover their attorneys’ fees and costs for their claims for unpaid wages under the Labor Code as  
19 well as associated interest and penalties. *See Labor Code* § 218.5, 1194; *Code Civ. Proc.*  
20 § 1021.5(a); *Earley v. Super. Ct.*, 79 Cal. App. 4th 1420 (2000). An attorneys’ fee award is  
21 justified where the legal action has produced its benefits by way of a voluntary settlement. *See,*  
22 *e.g., Maria P. v. Riles*, 43 Cal. 3d 1281, 1290-91 (1987); *Westside Cmty. for Indep. Living,*  
23 *Inc. v. Obledo*, 33 Cal. 3d 348, 352-53 (1983).

24 Here Class Counsel seek an award of attorneys’ fees and costs under the common fund  
25 doctrine, which has been approved by the California Courts and is customarily used in assessing  
26 settlements in wage and hour class actions. *See Wershba*, 91 Cal. App. 4th at 254; *Lealao v.*  
27 *Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26-30 (2000). Class Counsel seeks \$400,000, or  
28

1 approximately thirty percent (30%) of the Gross Settlement Amount. This is reasonable in light  
2 of the fact that California courts have customarily approved payments of attorneys' fees  
3 amounting to approximately one-third of the common fund, and have sometimes granted fees as  
4 high as 40% of the common fund, in comparable wage and hour class actions. *See Big Lots*  
5 *Overtime Cases* (San Bernardino Super. Ct., JCC Proceeding No. 4283, Feb. 4, 2004) (33% fee  
6 recovery); *Bullock v. Automobile Club of Southern California* (C.D. Cal., No. SACV01-731GLT,  
7 Dec. 6, 2004) (30% of \$14,018,000 fund); *Davis v. The Money Store, Inc.* (Sacramento Super.  
8 Ct., No. 99AS01716, Dec. 26, 2000) (33.3% of \$6,000,000 settlement); *Crandall v. U-Haul*  
9 (LASC, Case No. BC178775) (40% attorneys' fees in an overtime exemption class action);  
10 *Bushnell v. Cremer, Inc.* (OCSC Case No. 657778) (attorneys' fees in the amount of 38%);  
11 *Elliott v. Clothestime* (OCSC Case No. 01-CC00333) (40% fee in a wage and hour settled prior  
12 to class certification).

13 Furthermore, the award of attorneys' fees to Class Counsel is reasonable given the  
14 substantial benefit this case has conferred upon the public. California courts have endorsed  
15 awarding attorneys' fees for cases in which a substantial benefit was conferred upon the public,  
16 even if that benefit was conferred outside the scope of the settlement. *See, e.g., Graham v.*  
17 *DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004) (awarding attorneys' fees where litigation had  
18 spurred the defendant to make voluntary changes); *see also Cates v. Chiang*, 213 Cal. App. 4th  
19 791 (2013) (same). The objective behind the "catalyst theory" for recovery of attorneys' fees is  
20 to "encourage suits enforcing important public policies by providing substantial attorney fees to  
21 successful litigants in such cases." *Graham*, 45 Cal. 4th at 250.

22 The instant lawsuit was the first time that any woman employed as a cheerleader by a  
23 professional sports team filed a lawsuit challenging the wage and hour policies of the team.  
24 *Vinick Decl.*, at ¶ 57. In the months following the filing of the instant case, women who worked  
25 as cheerleaders have brought similar suits against four NFL football teams: the Cincinnati  
26 Bengals, the New York Buffalo Bills, the New York Jets, and the Tampa Bay Buccaneers. *Id.*  
27 This lawsuit was the "catalyst" for these suits, and Class Counsel is entitled to compensation on  
28

1 that basis.

2 It is also reasonable to reimburse Class Counsel for costs expended in litigating this case.  
3 Class Counsel has had to pay for all of the costs associated with the litigation, which amount to  
4 \$23,000.<sup>2</sup> Class Counsel merely seeks reimbursement for the actual costs incurred in connection  
5 with the litigation.

6 Finally, an award of \$400,000 is justified given the time spent on the case by Class  
7 Counsel. Based upon time records maintained by Class Counsel, a total of 753.5 hours were  
8 expended by Class Counsel on this case, as follows:

- 9 • Sharon Vinick: 219.3 Hours;<sup>3</sup>
- 10 • Leslie Levy: 81.2 Hours;<sup>4</sup>
- 11 • Darci Burrell: 207 Hours;<sup>5</sup>
- 12 • Katherine Smith: 163 Hours;<sup>6</sup>
- 13 • Malachi Haswell: 83 Hours;<sup>7</sup>

14 Ms. Vinick graduated from Harvard Law School in 1987 and has practiced plaintiffs'  
15 employment law for the past twenty-two years. Her billing rate is \$600 per hour.<sup>8</sup>

16 Ms. Levy graduated from Hastings College of Law in 1982 and has practiced plaintiffs'  
17 employment law for thirty years. Her billing rate is \$625 per hour.<sup>9</sup>

18 Ms. Burrell graduated from University of California, Los Angeles, School of Law in  
19 1995 and has practiced plaintiffs' employment law for seventeen years. Her billing rate is \$550  
20 per hour.<sup>10</sup>

21  
22  
23  
24 <sup>2</sup> See *Vinick Decl.* at ¶ 19.

25 <sup>3</sup> See *Vinick Decl.* at ¶ 53-54.

26 <sup>4</sup> See *Vinick Decl.* at ¶ 53-54.

27 <sup>5</sup> See *Vinick Decl.* at ¶ 53-54.

28 <sup>6</sup> See *Vinick Decl.* at ¶ 53-54.

<sup>7</sup> See *Vinick Decl.* at ¶ 53-54.

<sup>8</sup> See *Vinick Decl.* at ¶ 32, 53-54, Exhibit 3.

<sup>9</sup> See *Vinick Decl.* at ¶ 33, 53-54, Exhibit 4.

<sup>10</sup> See *Vinick Decl.* at ¶ 34, 53-54, Exhibit 6.

1 Ms. Smith graduated from Golden Gate University School of Law in 2012 and has  
2 practiced plaintiffs' employment law for 2 years. Her billing rate is \$225 per hour.<sup>11</sup>

3 Mr. Haswell was a Law Clerk employed by Levy Vinick Burrell Hyams, LLP. His billing  
4 rate is \$125 per hour.<sup>12</sup>

5 Using the billing rates and the hours set forth above, the lodestar fees incurred by Class  
6 Counsel to date is \$347,380.00, based on the following:

- 7 • Sharon Vinick: 219.3 Hours at \$600 per hour equals \$131,580.00;
- 8 • Leslie Levy: 81.2 Hours at \$625 per hour equals \$50,750.00;
- 9 • Darci Burrell: 207 Hours at \$550 per hour equals \$113,850.00;
- 10 • Katherine Smith: 163 Hours at \$225 per hour equals \$36,675.00;
- 11 • Malachi Haswell: 83 Hours at \$125 per hour equals \$14,525.00.

12 It is expected that Class Counsel will spend between 60 and 80 hours completing the  
13 settlement in this matter, equaling and additional \$36,000.00 to \$48,000 in fees. *Vinick Decl.* at  
14 ¶ 55. As a result, the lodestar fees in this case will be approximately \$390,000. *Id.* Thus, an  
15 attorneys' fee award of \$400,000 is reasonable.

16 **F. The Proposed Notice Is Adequate and Meets Due Process**  
17 **Requirements.**

18 In order to protect the rights of absent class members, the court must provide the best  
19 notice practicable to class members of a potential class action settlement. *See Phillips Petroleum*  
20 *Co. v. Shutts*, 472 U.S. 797, 811-12 (1985); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-  
21 175 (1974). The primary purpose of procedural due process is to provide affected parties with the  
22 right to be heard at a meaningful time and in a meaningful manner. It does not guarantee any  
23 particular procedure but rather requires only notice reasonably calculated to apprise interested  
24 parties of the pendency of the action affecting their interests and an opportunity to present their  
25

26  
27 <sup>11</sup> See *Vinick Decl.* at ¶ 35, 53-54, Exhibit 7.

28 <sup>12</sup> See *Vinick Decl.* at ¶ 36, 53-54.

1 objections. *Ryan v. California Interscholastic Federation - San Diego Section*, 94 Cal. App. 4th  
2 1048, 1072 (2001). Such notice meets due process standards. See *Phillips*, 472 U.S. at 812.

3 Preliminary approval of the settlement will enable notice to go out to Class Members in  
4 the best practicable manner calculated to ensure that class members are alerted to the terms of the  
5 Settlement and allowed to protect their rights under it. The Parties' proposed notice plan is as  
6 follows: Simpluris, who is experienced in similar cases, will act as Settlement Administrator.  
7 Under an agreement reached with Simpluris, the total costs of administering the fund, including  
8 the cost of providing Notice to the Class Members by U.S. Mail and e-mail, will not exceed  
9 \$7,500.<sup>13</sup> Under the terms of the Settlement Agreement, these costs will be paid out of the Gross  
10 Settlement Amount.

11 Within 15 days of the Court's preliminary approval of the settlement, the Raiders will  
12 provide the Settlement Administrator, in electronic form, information regarding all Class  
13 Members, including last known addresses, email and telephone numbers, Social Security  
14 numbers and dates worked by Class Members. Within 15 days of receiving the list of class  
15 members, or as otherwise ordered by the Court, Simpluris will mail the court-approved notice  
16 ("Notice") and the Settlement Share Form to all identified class members via email and first-  
17 class regular U.S. Mail, using the mailing address information provided by the Raiders.

18 The Notice informs Class Members about the terms of the Settlement and explains the  
19 payments they are entitled to under the settlement.<sup>14</sup> The Notice informs Class Members that a  
20 final approval hearing has been scheduled, and informs Class Members that if they wish to object  
21 to the Settlement, they must file with the Court and serve on counsel for the parties not later than  
22 [\*\*\*], either a written statement objecting to the Settlement or a written notice of intention to  
23 appear and object at the final approval hearing. The notice also informs class members of their  
24 right to opt out of the settlement and the process for doing so by returning an executed opt-out  
25 statement, and the date by which the statement must be submitted.

26  
27 <sup>13</sup> See *Vinick Decl.* at ¶ 30, Exhibit 2.

28 <sup>14</sup> See *Vinick Decl.* at ¶ 25, Exhibit A to Settlement Agreement.

1 If a Notice is returned because of an incorrect address, Simpluris will promptly search for  
2 a more current address for the Class Member and re-mail the Notice and accompanying papers to  
3 the Class Member. If the Notice is re-mailed, Simpluris will note for its own records and notify  
4 Class Counsel and Raiders' Counsel of the date of each such re-mailing. Furthermore, any Class  
5 Member who does not respond to the Notice will be contacted by telephone by Simpluris.

6 Because all Class Members are Raiders' current and former employees, for whom the  
7 The Raiders have current or last known addresses, email addresses, and Social Security  
8 Numbers, notice in this matter is simpler and more reliable than in other types of class actions.  
9 The proposed notice plan, calling for email and first-class mailed notice to all class members and  
10 follow-up phone calls, meets due process standards and should be approved.

11 **G. Class Members Have Adequate Opportunity to Opt Out or Object.**

12 The settlement provides a simple method for Class Members to opt out, by sending the  
13 Administrator a written statement of desire to be excluded from the class action, or to object to  
14 its terms.<sup>15</sup> Class Members who file a timely written objection may appear and be heard at the  
15 Final Settlement Hearing, the date, time and location of which will be specified in the Notice.

16 These procedures fully protect the rights of Class Members under the settlement, or, if  
17 they wish, to proceed on their own outside the settlement. They warrant preliminary approval,  
18 authorizing the parties to proceed to present the settlement terms to the class and for them and  
19 Class Members to present to the Court the class' response to the settlement terms before the  
20 Court considers whether to grant final approval.

21 **VI. CONCLUSION**

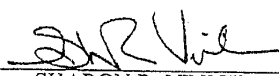
22 For the foregoing reasons, the Parties submit that the settlement is fair, adequate and  
23 reasonable. The Parties and their counsel believe that the settlement is in the best interests of the  
24 Plaintiffs and the Class. Under the applicable class and collective action standards, the Parties  
25 request that the Court grant this unopposed motion and preliminarily approve the Settlement

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27 <sup>15</sup> Class members who opt out but then change their minds during the notice response period may withdraw  
28 their request for exclusion.

1 Agreement; certify, for settlement purposes only, the class of Raiderettes described herein; name  
2 Levy Vinick Burrell Hyams, LLP as Class Counsel, Lacy T. and Sarah G. as Class  
3 Representatives, and Simpluris as Claims Administrator; authorize the mailing (by email and  
4 U.S. Mail) of Notice to the Settlement Class; and schedule a final approval hearing date.

5 Dated: September 4, 2014 LEVY VINICK BURRELL HYAMS

6  
7 By:   
8 SHARON R. VINICK  
Attorneys for Plaintiffs

9  
10 ARNOLD & PORTER LLP

11 By:   
12 DAVID J. REIS  
13 Attorneys for Defendant

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**FILED**  
**ALAMEDA COUNTY**  
**SEP -4 2014**

CLERK OF THE SUPERIOR COURT  
 By Monica J. Davis Deputy

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14 Attorneys for Defendant

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 COUNTY OF ALAMEDA

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LACY T. and SARAH G., on behalf of  
 themselves and all others similarly situated,  
 Plaintiff,  
 vs.  
 THE OAKLAND RAIDERS, a California  
 Limited Partnership and DOES 1 through 20,  
 inclusive,  
 Defendants.

Case No. RG14710815

**ASSIGNED FOR ALL PURPOSES TO:  
 JUDGE WYNNE CARVILL  
 DEPARTMENT 21**

DECLARATION OF LACY T. IN  
 SUPPORT OF JOINT MOTION FOR  
 PRELIMINARY APPROVAL OF CLASS  
 ACTION SETTLEMENT

**Reservation No.: R-154978**

Date: 09/26/2014  
 Time: 08:30 a.m. **BY FAX**  
 Dept.: 21

Complaint Filed: January 22, 2014

1 I, LACY T., am a named Plaintiff in this matter and I declare as follows:

2 1. I was a Raiderette for the 2013-2014 season. The Raiderettes comprise a very  
3 tight-knit organization and are very loyal to the Raiders.

4 2. Since joining this action as a named Plaintiff, I have been subjected to negative  
5 comments from current and former members of the Raiderettes.

6 3. As a result of my role as a Class Representative in this case, I have been the  
7 subject of numerous stories in the media, many of which have included negative comments  
8 from other cheerleaders. For example, I have been called a "bitter Betty" and a "traitor to the  
9 sisterhood."

10 4. I have spent a significant amount of time working with counsel, and providing  
11 information to counsel regarding all aspects of my work as a Raiderette. I have been intimately  
12 involved in every strategic decision in the case, and I have been strongly committed to making  
13 sure that the interests of the Raiderettes are at the forefront of this lawsuit.

14 5. I have not experienced any personal benefits as a result of this litigation. I have  
15 been ostracized by my former friends and colleagues in the Raiderettes, and have been publicly  
16 criticized by cheerleaders on other teams.

17 I declare under the penalty of perjury that the foregoing is true and correct.

18

19 Dated: September 2, 2014

By: Lacy T.  
Lacy T.

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*u-Red*

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**FILED**  
**ALAMEDA COUNTY**  
**SEP -4 2014**

CLERK OF THE SUPERIOR COURT  
 By *Margaret J. Dan* Deputy

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14 Attorneys for Defendant

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 COUNTY OF ALAMEDA

18 )  
 19 ) LACY T. and SARAH G., on behalf of )  
 20 ) themselves and all others similarly situated, )  
 21 ) Plaintiff, )  
 22 ) vs. )  
 23 ) THE OAKLAND RAIDERS, a California )  
 24 ) Limited Partnership and DOES 1 through 20, )  
 25 ) inclusive, )  
 26 ) Defendants. )  
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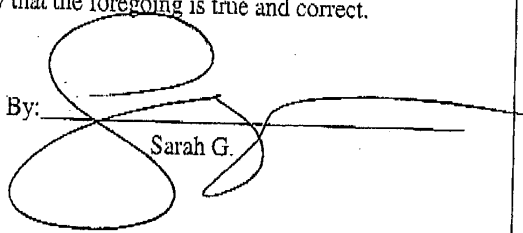
Case No. RG14710815  
**ASSIGNED FOR ALL PURPOSES TO:  
 JUDGE WYNNE CARVILL  
 DEPARTMENT 21**  
 DECLARATION OF SARAH G. IN  
 SUPPORT OF JOINT MOTION FOR  
 PRELIMINARY APPROVAL OF CLASS  
 ACTION SETTLEMENT  
**Reservation No.: R-1549478**  
 Date: 09/26/2014  
 Time: 08:30 a.m. **BY FAX**  
 Dept.: 21  
 Complaint Filed: January 22, 2014

1 I, SARAH G., am a named Plaintiff in this matter and I declare as follows:

- 2 1. I was a Raiderette from approximately May 2010 through the 2013-2014 football
- 3 season. The Raiderettes compose a very tight-knit organization and are very loyal
- 4 to the Raiders.
- 5 2. After joining this action as a named Plaintiff, I have been subjected to negative
- 6 comments from current and former members of the Raiderettes because of my
- 7 involvement in this action.
- 8 3. Along with Lacy T., I have been the subject of numerous stories in the media,
- 9 many of which have included negative comments from other cheerleaders.
- 10 4. I have spent a significant amount of time working with counsel and providing
- 11 information to counsel regarding all aspects of my work as a Raiderette. I have
- 12 been intimately involved in every strategic decision in the case, and I have been
- 13 strongly committed to making sure that the interests of the Raiderettes are at the
- 14 forefront of this lawsuit.
- 15 5. I have not experienced any personal benefits as a result of this litigation. I have
- 16 been ostracized by my former friends and colleagues in the Raiderettes, and have
- 17 been publicly criticized by cheerleaders on other teams.

18 I declare under the penalty of perjury that the foregoing is true and correct.

19  
20 Dated: September   7  , 2014

By:   
Sarah G.



W-RCN

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24 Attorneys for Defendant

25 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 26 COUNTY OF ALAMEDA

27 Case No. RG14710815

28 LACY T. and SARAH G., on behalf of  
 29 themselves and all others similarly situated,  
 30 Plaintiff,

**ASSIGNED FOR ALL PURPOSES TO:  
 JUDGE WYNNE CARVILL  
 DEPARTMENT 21**

31 vs.

32 THE OAKLAND RAIDERS, a California  
 33 Limited Partnership and DOES 1 through 20,  
 34 inclusive,  
 35 Defendants.

[PROPOSED] ORDER: (1) CERTIFYING  
 CLASS ACTION FOR SETTLEMENT  
 PURPOSES; (2) GRANTING  
 PRELIMINARY APPROVAL OF CLASS  
 ACTION SETTLEMENT;  
 (3) APPROVING CLASS  
 REPRESENTATIVES; AND  
 (4) SCHEDULING A FINAL APPROVAL  
 HEARING DATE

36 Reservation No.: R-1549478

37 Date: 09/26/2014  
 38 Time: 08:30 a.m.  
 39 Dept.: 21

**BY FAX**

40 Complaint Filed: January 22, 2014

MARGARET J. DOWN  
 SEP 4 2014

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The Joint Motion for Preliminary Approval of Class Action Settlement came for hearing before this Court on September 26, 2014. The Court, having considered the papers submitted in support of the motion and any oral argument, HEREBY ORDERS THE FOLLOWING:

**CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

1. Pursuant to Code of Civil Procedure section 382, a class action may be maintained by an employee or employees on behalf of others “when the question is one of a common or general interest ... or when the parties are numerous, and it is impracticable to bring them all before the court.” Cal. Civ. Proc. Code § 382. The Court finds and concludes for settlement purposes that the Class is ascertainable, and there is a well-defined community of interest in the litigation, and on that basis, conditionally certifies the Class for settlement purposes only and authorizes the issuance of notice as set forth herein. The Class consists of all individuals who worked as Raiderettes for The Oakland Raiders, from January 22, 2010, to June 30, 2014.
2. In conditionally certifying the class, the Court finds and concludes, for settlement purposes, as follows:
  - a. Members of the Class are sufficiently numerous that joinder would be impractical;
  - b. The Class Members share common questions of law and fact, including:
    1. Whether The Raiders’ maintained a policy and practice of failing to pay Raiderettes the minimum wage for all hours worked, and whether any policy maintained violates California law;
    2. Whether The Raiders maintained a policy and practice of failing to pay all overtime due to Raiderettes when they work in excess of eight hours a day, and whether any policy maintained violates California labor laws;

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3. Whether The Raiders maintained a policy and practice of deducting “fines” from Raiderettes’ wages, and whether any policy maintained violates California labor laws;
4. Whether The Raiders maintained a policy and practice of failing to indemnify Raiderettes for all necessary expenditures or losses incurred by them in the discharge of their duties, and whether any policy maintained violates California labor laws;
5. Whether The Raiders maintained a policy and practice of prohibiting Raiderettes from discussing their wages and their working conditions, and whether any policy maintained violates California labor laws;
6. Whether The Raiders maintained a policy and practice of requiring Raiderettes to agree, as a condition of employment, to terms and conditions that are prohibited by law, and whether any policy maintained violates California labor laws;
7. Whether The Raiders maintained a policy and practice of failing to pay the minimum wage for all hours worked that constitutes an unlawful, unfair or fraudulent business act or practice, and whether any policy maintained violates California Business and Professions Code § 17200, *et seq.*;
8. Whether The Raiders maintained a policy and practice of failing to pay all overtime due in the circumstances stated above, and whether any policy maintained constitutes an unlawful, unfair or fraudulent business act or practice in violation of California Business and Professions Code § 17200, *et seq.*;

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- 9. Whether The Raiders maintained a policy and practice of failing to provide timely wage statements, and whether any policy maintained violates California labor laws;
  - 10. Whether The Raiders maintained a policy and practice of failing to pay employees semimonthly wage payments, and whether any policy maintained violates California labor laws;
  - 11. Whether The Raiders maintained a policy and practice of failing to provide employees with the required meal and rest breaks, and whether any policy maintained violates California labor laws;
  - 12. Whether Raiders violated the contract by paying Raiderettes less than the contractual amount;
  - 13. The proper formula for calculating any restitution, damages and waiting-time penalties owed to Plaintiffs and the Class.
- c. The Representative Plaintiffs' claims are typical of the Class;
  - d. The Representative Plaintiffs and Class Counsel have adequately represented the interests of the class.

**PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3. The Court grants preliminary approval of the Settlement, as set forth in the Class Settlement Agreement filed by the Parties. The Settlement appears to have been the product of serious, informed and extensive arm's-length negotiations between the Parties and is well within the range of possible final approval – that is, it appears at this stage to be fair, adequate and reasonable to the Settlement Class.

**APPOINTMENT OF CLAIMS ADMINISTRATOR**

4. Simpluris is appointed as the Claims Administrator, subject to its execution of a contract in a form agreeable to the Parties, and shall perform all duties and responsibilities of the Claims Administrator as set forth in that Agreement and the



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Class Settlement Agreement.

**APPROVAL OF CLASS NOTICES, CLAIM FORMS AND NOTICE PLAN**

- 5. The Court approves, as to form and content, the Notice of Class Action Settlement and Settlement Share Form in substantially the form attached to the *Declaration of Sharon R. Vinick in Support of Joint Motion for Preliminary Approval of Settlement ("Vinick Dec.")* as Exhibits 2 and 3.
- 6. The Court approves the procedure for Settlement Class Members to participate in, to opt out of, and to object to the Settlement as set forth in the Class Settlement Agreement and Notice.
- 7. The Court directs the distribution of the Notice and Settlement Share Form by first-class mail and email to the Settlement Class Members in accordance with the implementation schedule as described below. The Court finds the content and process for providing notice to the Settlement Class Members, as set forth in the Class Settlement Agreement, fulfills the requirements of California Rule of Civil Procedure Sec. 384 and due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Settlement Class Members.

**FINAL APPROVAL HEARING**

- 8. The Court hereby sets a hearing ("Final Approval Hearing") to take place on \_\_\_\_\_, 2014, at \_\_\_\_\_ am/pm, in Department 21 of the Alameda County Superior Courthouse, 1221 Oak Street, Oakland, CA 94612. At the Final Approval Hearing, the Court will consider: whether to give final approval to the Settlement as fair, reasonable and adequate to the Settlement Class; whether to enter final judgment in this case; whether to approve the incentive payments as set forth in the Class Settlement Agreement; whether to award attorneys' fees and costs to Class Counsel, and if so, in what amounts; and any other matters as the Court should deem

1 necessary.

2 **IMPLEMENTATION SCHEDULE**

3

4 Deadline for Defendant to provide Claims Administrator with Settlement Class Member Data	15 calendar days after Order Granting Preliminary Approval
6 Deadline for Claims Administrator to Mail and Email the Notice and the Settlement Share Form to Settlement Class Members	15 calendar days after receiving class contact information from Defendant
8 Deadline for Settlement Class Members to Postmark Requests for Exclusion	60 calendar days after mailing of the Notice
10 Deadline for Postmark of Any Objections to Settlement	60 calendar days after mailing of the Notice
12 Deadline for Claims Administrator to Notify Parties Regarding Number of Valid Opt-Outs	14 calendar days after deadline for submission of the elections not to participate
14 Deadline for Defendant to Exercise Blow-up Clause	14 calendar days after receiving notification from Claims Administrator regarding the number of valid opt-outs received
18 Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Petition for Attorneys' Fees, Costs and Incentive Awards	Either: i) 30 days after deadline for The Raiders to exercise their right under the blow-up clause; or ii) 30 days after receiving notice from the Settlement Administrator of the valid opt-outs received if fewer than 10% of Class Members validly opt out
24 Final Fairness Hearing and Final Approval	The soonest available date that is more than 150 calendar days after Order Granting Preliminary Approval

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IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE WYNNE S. CARVILL

K-RAID



1 SHARON R. VINICK, ESQ., State Bar No. 129914  
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24 Attorneys for Defendant

25 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
26 COUNTY OF ALAMEDA

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LACY T. and SARAH G., on behalf of  
themselves and all others similarly situated,  
  
Plaintiff,  
  
vs.  
  
THE OAKLAND RAIDERS, a California  
Limited Partnership and DOES 1 through 20,  
inclusive,  
  
Defendants.

Case No. RG14710815  
  
**ASSIGNED FOR ALL PURPOSES TO:  
JUDGE WYNNE CARVILL  
DEPARTMENT 21**  
  
DECLARATION OF SHARON R.  
VINICK IN SUPPORT OF JOINT  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT  
  
**Reservation No.: R-1549478**  
  
Date: 09/26/2014  
Time: 8:30 a.m. **BY FAX**  
Dept.: 21  
  
Complaint Filed: January 22, 2014

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I, Sharon Vinick, declare as follows:

1. I am a member in good standing of the Bar of the State of California and a partner at the law firm Levy Vinick Burrell Hyams, LLP, in Oakland, California. I am lead counsel for the Settlement Class in this action. I have personal knowledge of the facts set forth in this declaration and could testify competently to them.

**I. HISTORY OF THE CASE AND SETTLEMENT NEGOTIATIONS**

2. On January 22, 2014, Plaintiff Lacy T., a former employee of the Oakland Raiders (“Raiders”), commenced this class action against the Raiders. The Complaint alleged various California statutory wage violations plus unfair competition in violation of California Business and Professions Code § 17200, *et seq.*

3. On January 22, 2014, pursuant to the California Private Attorneys General Act (“PAGA”), Plaintiffs gave notice to the California Labor & Workforce Development Agency (“LWDA”) of Plaintiffs’ intention to pursue a cause of action under PAGA for Defendant’s violation of Labor Code sections 201, 202, 204, 221, 226, 266.7, 432.5, 510, 512, 1194, 1197, 1198, and 2802.

4. On February 4, 2014, Plaintiffs amended the original complaint to add Sarah G. as a named Plaintiff and class Representative.

5. On February 19, 2014, the LWDA notified Plaintiffs that it did not intend to investigate the alleged PAGA violations.

6. On March 4, 2014, Plaintiffs filed a Second Amended Complaint (“SAC”) to add their PAGA claims.

7. On March 14, 2014, Defendant filed a motion to compel Plaintiffs to arbitrate all the claims set forth in the SAC on an individual basis and to dismiss their class and representative claims.

8. On March 28, 2014, Defendant filed a Motion to Stay the Litigation, including a stay on all discovery, until the Court ruled on the arbitration issue. Plaintiffs opposed the Motion in part, arguing that they were entitled to conduct discovery related to threshold matters that must

1 be considered by the Court in determining whether to grant Defendant's motion to compel  
2 arbitration. On April 11, 2014, following a hearing on the matter, the Court granted Defendant's  
3 Motion to Stay the Litigation.

4 9. On May 13, 2014, the Court continued the motion pending a decision in  
5 *Iskanian v. CLS Transportation of Los Angeles*, a case pending before the California Supreme  
6 Court which concerned the issue of whether employees may waive their right to representative  
7 action under PAGA.

8 10. On June 3, 2014, before *Iskanian* was decided, the Parties filed a Stipulation  
9 concerning the arbitration. Under the terms of the Stipulation filed by the Parties, the Raiders  
10 waived any argument that Plaintiffs could not pursue in arbitration the class and representative  
11 claims asserted in the SAC. The Stipulation also provided that this Court would retain  
12 jurisdiction of the dispute unless and until the mediation of the matter was not successful, at  
13 which point the Court would order the matter to arbitration pursuant to the terms agreed upon by  
14 the Parties.

15 11. On July 14, 2014, the Parties mediated with Mark Rudy, an experienced wage and  
16 hour class action mediator. The mediation was unsuccessful, but Mr. Rudy continued assisting  
17 the negotiations over the next ten days.

18 12. On July 25, 2014, the Parties reached a tentative agreement to settle Plaintiffs'  
19 claims.

20 13. On September 3, 2014, the Parties finalized the instant Settlement.

## 21 **II. TERMS OF THE PROPOSED SETTLEMENT**

22 14. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement and  
23 Release Agreement ("Settlement Agreement") in this action. The proposed settlement class  
24 consists of 90 women who worked as Oakland Raiderettes ("Raiderettes") employed by  
25 Defendants during the period from January 22, 2010 through June 30, 2014.

26 15. The Gross Settlement Amount is one million two hundred fifty thousand dollars  
27 (\$1,250,000). This includes payments to the class, attorney's fees, reasonable litigation expenses,

1 service fees to each class representative, costs of administration, PAGA, penalties, interest and  
2 taxes. The Raiders will separately pay their portion of the payroll taxes on the amount of the  
3 Settlement that constitutes employee wages.

4 16. The Net Settlement Amount, which is the amount of the Settlement allocated to  
5 the Class, is \$792,000.00. This includes penalties other than PAGA penalties and does not  
6 include the participation payments to the Representative Plaintiffs.

7 17. The participation payment to the Representative Plaintiffs, Lacy T. and Sarah G.,  
8 will be deducted from the Gross Settlement Amount and will amount to ten thousand dollars  
9 (\$10,000) each. This amount is additional to what they will receive as members of the Class.

10 18. Attorneys' fees will be deducted from the Gross Settlement Amount and will  
11 amount to four hundred thousand dollars (\$400,000).

12 19. Reasonable litigation fees will be deducted from the Gross Settlement Amount  
13 and will amount to twenty three thousand dollars (\$23,000).

14 20. Administration costs will be deducted from the Gross Settlement Amount and will  
15 amount to seven thousand five hundred dollars (\$7,500).

16 21. The amount allocated to PAGA penalties will be ten thousand dollars (\$10,000).  
17 Seventy-five percent of this amount (\$7,500) will be paid to the LWDA. The remaining twenty-  
18 five percent (\$2,500) will be distributed evenly among the Class Members.

19 22. The distribution to class members will be based upon the season in which class  
20 member worked. For each Class Member, a portion of the settlement payment will be allocated  
21 to unpaid wages which will be subject to employment taxes and other applicable withholdings.  
22 Additional sums paid to each Class Member will be allocated to unreimbursed expenses, interest  
23 on expenses and unpaid wages, and penalties, none of which will be taxable as wages. The  
24 distribution among the classes will be based upon a formula, with each class member receiving a  
25 "Share," or a portion of a "Share," based upon the season(s) in which they worked for the  
26 Raiders.

27 23. Each "Share" of the Settlement will be valued at \$6,832.30. For each season, the  
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1 number of shares to be paid to each class member, and the allocation among wage (and therefore  
2 subject to employment taxes and other applicable deductions) and non-wage payments, shall be  
3 as follows:

4 a. 2010-2011 Raiderettes: Class members who worked in the 2010-2011  
5 football season will receive a 1.0 share of the Settlement, which is equivalent to  
6 \$6,832.30. Of this amount, \$2,322.98 will be allocated to taxable wages. The remaining  
7 sum of \$4,509.32 will be allocated to non-wage earnings and is attributable to  
8 unreimbursed expenses in the amount of \$1,100.00, interest on unpaid wages and  
9 expenses of \$1,588.61, and penalties of \$1,820.71.

10 b. 2011-2012 Raiderettes; Class members were worked in the 2011-2012  
11 football season will receive a 0.86 share of the Settlement, which is equivalent to  
12 \$5,875.78. Of this amount, \$1,939.01 will be allocated to taxable wages. The remaining  
13 sum of \$3,936.77 will be allocated to non-wage earnings and is attributable to  
14 unreimbursed expenses in the amount of \$1,100.00, interest on unpaid wages and  
15 expenses of \$1,005.91, and penalties of \$1,830.86.

16 c. 2012-2013 Raiderettes: Class members who worked in the 2012-2013  
17 football season will receive a 0.80 share of the Settlement, which is equivalent to  
18 \$5,465.84. Of this amount, \$1,913.04 will be allocated to taxable wages. The remaining  
19 sum of \$3,552.80 will be allocated to non-wage earnings and is attributable to  
20 unreimbursed expenses in the amount of \$1,100.00, interest on unpaid wages and  
21 expenses of \$632.74, and penalties of \$1,820.06.

22 d. 2013-2014 Raiderettes: Class members who worked in the 2013-2014  
23 football season will receive a 0.36 share of the Settlement, which is equivalent to  
24 \$2,459.63. Of this amount, \$172.17 will be allocated to taxable wages. The remaining  
25 sum of \$2,287.45 will be allocated to non-wage earnings and is attributable to  
26 unreimbursed expenses in the amount of \$800.00, interest on unpaid wages and expenses  
27 of \$97.22, and penalties of \$1,390.24.



1 e. 2009-2010 Raiderettes: There are 6 Class Members who made  
2 appearances without an appearance fee within the class period, and performed a  
3 maximum of 5.5 hours during the class period. Thus, Class members who were selected  
4 for the 2009-2010 season and who made an appearance without an appearance fee after  
5 January 22, 2010 will receive a 0.02 share of the Settlement, which is equivalent to  
6 \$136.65. Of this amount, \$51.93 will be allocated to taxable wages. The remaining sum  
7 of \$84.72 will be allocated to non-wage earnings and is attributable to unreimbursed  
8 expenses in the amount of \$25.00, interest on unpaid wages and expenses of \$35.70, and  
9 penalties of \$24.02.

10 24. The Class members' release includes all claims and causes of action asserted in  
11 the Second Amended Complaint, all claims and causes of action related in any way to the facts,  
12 claims, and causes of action alleged in this Litigation, even if presently unknown or unasserted,  
13 and all claims and causes of action that could have been pled in this Litigation. The release  
14 includes all claims that the Raiders (or its officers, employees, owners, affiliated entities, etc.)  
15 did not comply with California wage-and-hour laws or laws affecting working conditions  
16 (including without limitation any claims based on the California Labor Code, applicable  
17 Industrial Welfare Commission Wage Orders, the California Business & Professions Code, or  
18 the PAGA). The release encompasses the claims asserted in *Caitlin Y. and Jenny C. v. The*  
19 *National Football League, The Oakland Raiders, LLC, et al., Alameda County Superior Court*  
20 *Case No. RG14727746*, which are either duplicative of, or based on the same transactions and  
21 occurrences underlying, Plaintiffs' causes of action.

22 25. Attached as **Exhibit A** to the Settlement Agreement is the proposed Notice of  
23 Pendency of Class Action, Proposed Settlement and Hearing ("Notice of Settlement") to be  
24 mailed to Settlement Class Members. The Notice of Settlement provides Settlement Class  
25 members with clear descriptions of the proposed settlement and instructions for any Settlement  
26 Class member who wishes to oppose the settlement or opt out of the class. The Notice also  
27 provides each Class Member with information regarding the Settlement including the sum to be

1 paid to each Class Member under the terms of the proposed Settlement, her right to object and/or  
2 opt-out of the settlement. Class Members may also challenge and seek correction of the  
3 computation of their pro rata share, with all challenges to be determined by the Settlement  
4 Administrator. The notice plan described in the Settlement Agreement involves sending notice  
5 by email and U.S. Mail to all class members.

6           26. Attached as **Exhibit B** to the Settlement Agreement is a Settlement Share Form,  
7 which lays out the amount to be paid to Class Members if they do not opt-out of the Settlement.

8           27. Settlement Class members may elect to opt out of the Settlement Class and thus  
9 exclude themselves from the litigation, the Settlement, and the Settlement Class by the claims  
10 period deadline. If a Class member opts out, the funds allocated to her will remain with the  
11 Raiders. If more than 10% of Settlement Class members opt out of the settlement, the Raiders  
12 may elect to void the settlement.

13           28. Settlement Class members who do not timely opt out of the Settlement Class will  
14 be members of the Settlement Class and will receive settlement payments by mail. The back of  
15 the check will read: "By not opting out, you are waiving and releasing all claims that were  
16 brought, could have been brought, or are related to the claims brought in *Lacy T. and Sarah G. v.*  
17 *The Oakland Raiders*. You may read the full notice, waiver and release online at  
18 [www.levyvinick.com/raiderettesetlement.htm](http://www.levyvinick.com/raiderettesetlement.htm)."

19           29. Settlement Class members who do not opt out will have an opportunity to object  
20 to the Settlement.

21           30. The parties have agreed to retain Simpluris to mail the notice and administer the  
22 class settlement. Simpluris' statement of services is attached hereto as **Exhibit 2**. Class Counsel  
23 believe that Simpluris can provide quality, efficient, cost-effective and accurate settlement  
24 administration services for this action. Under an agreement reached with Simpluris, the total  
25 costs of administering the fund, including the cost of providing Notice to the Class Members,  
26 will not exceed \$7,500.00. Simpluris will issue the settlement payments and required tax  
27 reporting forms to all class members, and will mail the settlement checks and tax forms to the

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1 participating class members.

2 **III. ADEQUACY OF REPRESENTATION**

3 31. The law firm at which I am a partner, Levy Vinick Burrell Hyams LLP, is well-  
4 qualified to represent the Class Members. Our firm was established in 2010, with partners  
5 ranging from 19 to 30 years of practice. We primarily practice employment law, exclusively  
6 representing employees. As further set forth in the following paragraphs, the attorneys who have  
7 worked on this matter are well-versed in the field of employment law and have substantial  
8 experience in litigating class cases. During the course of this action, four members of our firm  
9 have worked on this case: myself, Leslie Levy, Darci Burrell and Katherine Smith. We also  
10 have had a law clerk, Malachi Haswell, working on this matter

11 32. Experience of Sharon Vinick

12 a. I have practiced law for 27 years. For the past 23 years, I have represented  
13 individual employees, and classes of employees, in employment disputes, including  
14 claims for discrimination, harassment, wrongful termination, breach of contract,  
15 defamation, and violation of state and federal wage and hour laws. I have litigated cases  
16 in state and federal court, as well as matters in arbitration and mediation.

17 b. I am currently a partner in the law firm of Levy Vinick Burrell Hyams  
18 LLP in Oakland, California. Prior to joining Levy Vinick Burrell Hyams, I was a solo  
19 practitioner in the Vinick Law Firm. Before that time, I worked Of Counsel for McGuinn  
20 Hillsman & Palefsky, in San Francisco, California. I have also worked at the Lawyers'  
21 Committee for Civil Rights Under Law, as a staff attorney in the employment law  
22 project.

23 c. During my career, I have worked on more than a dozen class action cases.  
24 Most recently, I recently served as Class Counsel in *Roberto Castro, et. al. v. White Cap*  
25 *Construction Supply Inc*, CSC 05-0446144, which was pending in San Francisco  
26 Superior Court. The Settlement in that case was approved by Judge Marla Miller on  
27 November 7, 2008.

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1 d. I am licensed to practice in California and Washington, D.C., and am  
2 admitted to practice before the United States Supreme Court.

3 e. A true and correct copy of my resume is attached hereto as Exhibit 3.

4 33. Experience of Leslie Levy:

5 a. Ms. Levy is a partner at Levy Vinick Burrell Hyams LLP

6 b. She graduated from Hastings College of the Law in 1982.

7 c. Between 1982 and 2001, Ms. Levy had her own practice. In 2001, she  
8 joined the firm of Boxer & Gerson, LLP, as one of two employment discrimination  
9 attorneys. In 2005, Ms. Levy became a partner at the firm.

10 d. Ms. Levy has taught at the University of San Francisco School of Law as  
11 an adjunct professor, as well as at New College of the Law and has co-authored a chapter  
12 for the State Bar Handbook on litigating hate crimes, as well as authoring a chapter in a  
13 practice guide on the Violence Against Women Act.

14 e. She currently specializes representing employees in discrimination,  
15 harassment and whistleblower cases.

16 f. During the thirty-two years she has been in practice, Ms. Levy has  
17 specialized in representing plaintiffs in civil rights matters, including, but not limited to,  
18 sexual harassment and discrimination cases..

19 g. In 2002, Ms. Levy received an "AV" rating in Martindale Hubbell and has  
20 maintained that rating.

21 h. Each year since 2004, Ms. Levy has been named a "Super Lawyer" by *San*  
22 *Francisco Magazine and Law and Politics* with the additional recognition in 2009, 2010  
23 and 2011 as one of the top 50 women attorneys in Northern California.

24 i. A true and correct copy of Ms. Levy's resume is attached hereto as Exhibit

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26 34. Experience of Darci Burrell:

27 a. Ms. Burrell graduated from the University of California, San Diego in  
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1 1991. She graduated from the University of California, Los Angeles School of Law in  
2 1995, and passed the bar that same year.

3 b. Following her graduation from law school, Ms. Burrell spent one year as  
4 the Ruth Chance Law Fellow at Equal Rights Advocates (“ERA”), a women’s  
5 employment and education law center. In that job Ms. Burrell staffed and supervised the  
6 organization’s Advice and Counseling Hotline, providing employment law advice to  
7 hundreds of women and men, litigated individual and impact litigation in the areas of  
8 gender discrimination and harassment, and conducted sexual harassment trainings for  
9 employees and students across the state.

10 c. After Ms. Burrell completed her fellowship at ERA, she served as Western  
11 Regional Counsel for the NAACP Legal Defense and Education Fund from 1996 through  
12 1998. In that job, Ms. Burrell litigated employment and other civil rights “impact” class  
13 action lawsuits. She then worked for the U.S. Department of Education, Office for Civil  
14 Rights as a Civil Rights Attorney from 1998 through 2000. As a Civil Rights Attorney,  
15 Ms. Burrell enforced federal laws against discrimination in education on the basis of race,  
16 ethnicity, age, gender, and disability, including complaint investigation, conciliation and  
17 monitoring.

18 d. In 2000, Ms. Burrell transitioned to private practice and began working as  
19 an associate at the employment class action firm Goldstein, Demchak, Baller, Borgen &  
20 Dardarian (“GDBBD”), where she remained until 2004. At GDBBD, Ms. Burrell  
21 litigated nationwide employment discrimination and wage and hour class action cases.

22 e. In 2004, Ms. Burrell left GDBBD to work at Boxer & Gerson, LLP, as  
23 part of its employment discrimination unit, where she litigated cases involving individual  
24 employment discrimination, retaliation, harassment, wrongful termination and other  
25 employment disputes.

26 f. In 2010, Ms. Burrell became a founding partner at Levy Vinick Burrell  
27 Hyams, LLP, where she has continued to litigate class and individual employment cases,  
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including wage and hour cases.

g. A true and correct copy of Ms. Burrell’s resume is attached hereto as Exhibit 5.

35. Experience of Katherine Smith:

a. Ms. Smith graduated with Honors from law school in May of 2012 from Golden Gate University School of Law; she also holds a Bachelor of Science in Environmental Sciences from the University of Kansas.

b. During law school, Ms. Smith worked for Golden Gate University's Women’s’ Employment Rights Clinic assisting individuals employees who had employment related disputes, including claims for discrimination, harassment, wrongful termination, and breach of contract. The primary focus of the Clinic’s work, however related to employment disputes regarding violation of state and federal wage and hour laws.

c. As a certified law student intern at, Ms. Smith performed extensive calculations for wage and hour violations for the various clients of the employment rights clinic. She created multiple spreadsheets and complex formulas to calculate unpaid earnings, average weighted overtime rates and statutory damages and penalties for hourly employees.

d. After Ms. Smith graduated from law school, she began working for Levy Vinick Burrell Hyams LLP in Oakland, California in October 2012, first as a fellow and later as an associate. While working as at Levy Vinick, Ms. Smith has performed extensive research regarding wage and hour laws for multiple clients of the firm, including Lacy T. and Sarah G. Ms. Smith has also utilized her knowledge of spreadsheets and mathematical formulas to perform calculations and analysis for damage calculations in the instant case.

e. Currently, Ms. Smith is a member in good standing of the Bar of the State of California and an Associate Attorney at the law firm Levy Vinick Burrell Hyams LLP,

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in Oakland, California.

f. A true and correct copy of Katherine Smith's resume is attached hereto as Exhibit 6.

36. Experience of Malachi Haswell

a. Mr. Haswell received a B.A. in Philosophy from Washington University in St. Louis in May 2009, where he graduated with honors and was elected to Phi Beta Kappa.

b. Mr. Haswell began studying at Berkeley Law in August 2012. He has received excellent grades, including an American Jurisprudence award (highest grade in course) and many High Honors (top 10% in course).

c. Before coming to our firm, Mr. Haswell worked as a law clerk at the Transgender Law Center in Oakland, CA, the International Human Rights Law Clinic, and the Clean Slate Practice at the East Bay Community Law Center.

d. In May 2014, Mr. Haswell began working as a law clerk in our firm. During his time in the office, Mr. Haswell participated in every aspect of plaintiff-side employment litigation, including drafting demand letters, written discovery requests and responses, reviewing discovery documents, preparing motions and petitions, and drafting legal memos.

e. A true and correct copy of Mr. Haswell's resume is attached hereto as Exhibit 7.

37. I am aware of no conflicts between my law firm and any members of the Class that would render us inadequate representatives.

38. I am aware of no conflicts between the Representative Plaintiffs and the other Class Members that would render them inadequate representatives.

**IV. FAIRNESS AND ADEQUACY OF THE PROPOSED SETTLEMENT**

39. Based on my extensive experience in employment litigation, as identified in Paragraph 32, *infra*, I believe the proposed Settlement addresses all of the allegations of

1 violations of the Labor Code, the Industrial Welfare Commission Wage Orders, and the  
2 Business & Professions Code, and provides adequate monetary relief to Representative Plaintiffs  
3 and all Class Members.

4 40. Prior to the mediation, the Parties exchanged documents related to the allegations  
5 of the lawsuit. The Raiders produced the following categories of documents: all contracts signed  
6 by the class members; all policies and practices governing or relating to work performed by the  
7 Raiderettes; schedules for practices, games and appearances; and payroll records for all class  
8 members.

9 41. Class Counsel entered all of the information in the documents produced by the  
10 Raiderettes into an electronic database, in order to permit a detailed analysis of the hours worked  
11 by the class members and the pay that they received for those hours.

12 42. Working with a consulting expert who is experienced in compensation issues, and  
13 using the data provided by the Raiders, we calculated that the Class Members had not been paid  
14 for a total of 29,991 hours, most of which were attributable to work performed for the 2010,  
15 2011 and 2012 seasons. This calculation included various extrapolations for time that the Class  
16 Members worked in unpaid appearances, as well as pre- and post-game hours, but which are not  
17 reflected in any of the documents produced by the Raiders, or likely maintained by the individual  
18 class members.

19 43. The contract signed by the class members did not specify an hourly rate to be paid  
20 to the Raiderettes. Instead, the contract merely provided that each woman was to be paid \$125  
21 per game-day appearance. Thus, if litigation were to proceed, the arbitrator would have to  
22 determine an appropriate hourly rate at which to compensate the women for their unpaid hours.  
23 Counsel for the Raiders would undoubtedly have argued that in the absent of a specified rate of  
24 pay, the Class Members should have been paid minimum wage – \$8 per hour. Class Counsel  
25 would have asserted that the women should have been paid a higher hourly rate. For example,  
26 Class Counsel would have argued that since the contract specified that the women were to be  
27 paid \$125 for each game day appearance, and since a game day appearance was 9 hours long, the

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1 women were entitled to be paid \$13.15 per hour (\$125/8 hours of straight time + 1 hour of  
2 overtime). Alternately, Class Counsel would have argued that the appropriate hourly rate was  
3 \$20 per hour, based upon the theory that while the contract provided for a payment of \$125 for  
4 each game day, it only specifically stated that the women had to be present for the game and a  
5 three-hour pre-game appearance (for a total of 6.25 hours).

6 44. Using the above-described methodologies, the total damages attributable to the  
7 unpaid wages of the Raiderettes range from \$599,820 to \$239,928, assuming that the women  
8 were paid for each and every hour worked, and depending upon the hourly rate at which the  
9 women were paid.

10 45. Under the Settlement Agreement, Class Members will be paid \$8 per hour for all  
11 uncompensated hours, for a total of \$242,585 in unpaid wages. Thus, under the Settlement  
12 Agreement, Class Members will be paid for all hours worked for which they have not already  
13 been compensated. Class Members who worked during the 2013-2014 season were paid for  
14 almost all of their hours at the conclusion of the season, and, thus, are receiving a proportionally  
15 smaller amount to compensate them for unpaid time than the Class Members who worked in the  
16 prior seasons.

17 46. The SAC also alleges that the Class Members were entitled to unreimbursed  
18 expenses. According to records maintained by Lacy T., the unreimbursed expenses she incurred  
19 for maintaining her appearance were \$625.49 and her unpaid mileage for traveling to  
20 appearances was \$635.15. Sarah G.'s unreimbursed expenses for maintaining her appearance  
21 were \$2,254.03 and her unpaid mileage was \$894.10. Assuming that these expenses were typical,  
22 Class Counsel estimated that the average expenses incurred by each class member, each year,  
23 were between \$1,300 and \$3,000. The Raiders would have challenged these expenses as being  
24 excessive, and including expenditures for non-required items, like tanning and expensive  
25 undergarments.

26 47. Under the Settlement Agreement, each Class Member who worked in the 2010-  
27 2011, 2011-2012 and 2012-2013 seasons will receive \$1,100 in unpaid expenses. Class Members

1 who worked in the 2013-2014 season will receive \$800 in unpaid expenses. The sum allocated to  
2 expenses for Class Members who worked in the 2013-2014 season is substantially less than for  
3 Class Members in prior seasons, as the appearance records for each season indicate that there  
4 was significantly less out of town travel for these Class Members, which results in lower mileage  
5 expense per year. Class Members from the 2009-2010 season will only receive \$25 in expenses,  
6 as these 6 Class Members are only being compensated for the appearances that they made  
7 between January 22, 2010 and the end of the season.

8 48. Class Members will also be paid interest on their unpaid wages and unreimbursed  
9 expenses, calculated at the rate of 10% per annum, for an additional \$125,250.

10 49. The SAC also seeks penalties for Failure to Pay Minimum Wage (Labor Code §  
11 558 and 1194.2), Failure to Pay Wages in a Timely Manner, (Labor Code § 203 and 210),  
12 Unlawful Deductions from Wages (Labor Code Sections 225.5), Failure to Pay Overtime (Labor  
13 Code § 558), Failure to Provide Wage Statements (Labor Code § 226(e) and 226.3), and Failure  
14 to Provide Meal and Rest Breaks (Labor Code §558 and 226.7(c)). The award of any and all  
15 penalties is, of course, left to the discretion of the arbitrator.

16 50. If the arbitrator had agreed to award all penalties, on all claims, the maximum  
17 award of penalties would have been \$1,096,683. However, the assessment of any penalties, as  
18 well as the amount of the penalties, is completely discretionary and, despite significant research,  
19 I was unable to locate any case in which an arbitrator awarded the maximum penalties, or even a  
20 substantial portion of the available penalties. Under the Settlement Agreement, \$263,015 is being  
21 paid in penalties, which is equivalent to 24% of the maximum non-PAGA penalties that could  
22 have been awarded to the Class by the arbitrator. Again, since the Class Members in the 2013-  
23 2014 season were paid at the conclusion of the season, the penalties being paid to this group of  
24 Class Members is less than the penalties paid to the Class members in the prior seasons.

25 51. Under the Settlement Agreement, the Class Members for the 2010 through 2013  
26 seasons are being paid the following: \$8 per hour, for all unpaid hours, plus interest; between  
27 \$800-\$1100 in unreimbursed expenses, plus interest, for each season in which a class member

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1 worked; and between \$1,390 and \$1,831 in penalties. I believe that this Settlement is both fair  
2 and adequate.

3 **V. ATTORNEYS' HOURS AND FEES**

4 52. Under the Settlement Agreement, Class Counsel will be paid \$400,000 in  
5 attorneys' fees. I believe that this sum is reasonable given both the results achieved for the Class  
6 Members, and the number of hours expended by Class Counsel.

7 53. To date, attorneys representing the Class Members have devoted 753.5 to  
8 litigating this case, which is equivalent to \$347,380 in attorneys' fees. The following chart sets  
9 forth the hours worked by attorneys in this case, their hourly rate, and the resulting lodestar:

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Name of Attorney	Total # of Hours Before Preliminary Approval	Hourly Fee	Lodestar
Leslie F. Levy	81.2	\$625	\$50,750.00
Sharon R. Vinick	219.3	\$600	\$131,580.00
Darci E. Burrell	207	\$550	\$113,850.00
Katherine Smith	163	\$225	\$36,675
Malachi Haswell	83	\$125	\$14,525.00
Total	753.50		\$347,380.00

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19 54. Attached hereto as Exhibits 8 through 12 are true and correct copies of the time  
20 records for Class Counsel, detailing the hours described above.

21 55. I estimate that I will spend between 60 and 80 additional hours preparing for the  
22 preliminary approval hearing, overseeing the distribution of Notice forms, responding to  
23 inquiries from class members and preparing the final approval motion. The Lodestar for the  
24 additional time that I anticipate spending on this case will be between \$36,000 and \$48,000.  
25 Thus, I believe that the total lodestar for all attorneys' hours spent on this case will be  
26 approximately **\$390,000.00**.

27 56. Although the attorneys' fees sought by Class Counsel are slightly in excess of the  
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1 hours expended on this case, I believe that additional fees are justified because this lawsuit has  
2 been a catalyst for change across the National Football League.

3 57. Prior to the filing of this lawsuit, I believe that many football teams in the NFL  
4 had a practice of failing to pay cheerleaders for all hours worked, and failing to pay the  
5 cheerleaders on a timely basis. I also believe that this was the first lawsuit challenging  
6 cheerleader pay practices in the NFL.

7 58. Following the filing of this lawsuit and attendant publicity, four other teams in the  
8 NFL have been sued for illegal pay practices. *See, e.g., Brenneman v. Cincinnati Bengals*, Case  
9 No. 1:14-CV-00136 (United States District Court, Southern District of Ohio, Western Division);  
10 *Ferrari v. Stephanie Mateczun, Citadel Broadcasting Co., Citadel Communications Company*  
11 *Ltd., and Buffalo Bills*, Index No. 804125/2014 (Supreme Court of State of New York, County of  
12 Erie); *Krystal C. v. New York Jets LLC*, Docket No. L-4282-14 (Superior Court of New Jersey  
13 Law Division, Bergen County); and *Pierre-Val v. Buccaneers Limited Partnership*, Case No.  
14 8:14-CV-1182-T-33EAJ (United States District Court, Middle District of Florida, Tampa  
15 Division).

16 59. Following the filing of the lawsuit, the Raiders revised the Raiderettes'  
17 employment agreement and some pay practices for the 2014-2015 season, including payment on  
18 a bi-weekly basis and the reimbursement of certain business expenses.

19 **VI. REIMBURSEMENT FOR CLASS COUNSEL'S OUT OF POCKET COSTS**

20 60. In the course of litigating this case, Class Counsel has expended a total of \$23,000  
21 in costs in litigating this case.

22 61. Attached hereto as Exhibit 13 is a true and correct copy of an invoice for all out-  
23 of-pocket costs that Levy Vinick Burrell Hyams LLP has paid up until the filing of the  
24 Preliminary Approval Motion.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed in Oakland, California.  
Dated: September 4, 2014

  
SHARON R. VINICK  
Attorneys for Plaintiff

**EXHIBIT 1**

## 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](http://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 *cy pres* 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.

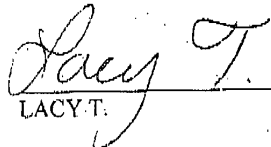
22. **Construction:** This Settlement Agreement is entered into freely and voluntarily, with each Party having been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree 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 \_\_\_\_\_

\_\_\_\_\_  
LACY T.

Date 9/3/2014

\_\_\_\_\_  
SARAH G.

Approved as to form:

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

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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.

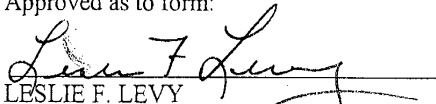
Date \_\_\_\_\_

\_\_\_\_\_  
LACY T.

Date \_\_\_\_\_

\_\_\_\_\_  
SARAH G.

Approved as to form:

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

Date 9/3/14



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on behalf of THE OAKLAND RAIDERS

MARC BABIN  
9/3/14

Approved as to form:



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

INTENTIONALLY LEFT BLANK

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.**



<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>RECEIVING A SETTLEMENT PAYMENT</b>	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.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	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.
<b>DO NOTHING</b>	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](http://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]:

<b>Court</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
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 <sup>th</sup> Fl San Francisco, CA 94111
<b>Settlement Administrator</b>		

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](http://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](mailto: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.

**EXHIBIT 2**



800.779.5210 | www.simpluris.com  
 3176 Polkman Street, Suite 124  
 Costa Mesa, CA 92626

Estimate #:	3590	Prepared By:	Michael Sutherland
Estimate Date:	7/22/2014	Direct Dial #:	321-223-5067
Estimate Expiration Date:	10/20/2014	Email:	msutherland@simpluris.com

Plaintiff Attorney  
 Attorney/Client: Sharon Vinick  
 Firm: Levy Vinick  
 Email: [sharon@levyvinick.com](mailto:sharon@levyvinick.com)

Defense Attorney  
 Attorney/Client:  
 Firm:  
 Email:

**Case Name: Lacy 85 Member Settlement/Distribution**

<b>Anticipated Total Cost</b>	<b>\$8,244.25</b>
<b>Discount Given</b>	<b>\$963.75</b>
<b>Estimated Fee*</b>	<b>\$7,280</b>

**Billing Terms & Notes:**

- 1) Estimated administration fees assume that Simpluris will receive the data in a single Excel file and that there are no substantial changes to class size or response rate.
- 2) All Notification and Case Setup fees will be paid to Simpluris prior to mailing

Total Possible Class Size:	85	Undeliverable Rate:	20%
Response Rate:	90%	Call Rate:	20%
Length of Response Period:	45	Simpluris Handling Distribution:	Yes
Document Language:	English	# of Distributions	One/1

**Case Setup**

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$75.00	6	\$450.00
Set Up Case specific email account	\$125.00	1	\$125.00
Database Manager - Initial Data Analysis	\$125.00	6	\$750.00
Total			\$1,325.00

**Notification**

Mailing Notice Pack - 5pg Notice - 1 pf Share Allocation - Double Sided - English			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$1.35	85	\$114.75
Postage	\$0.48	85	\$40.80
E-mail Notification	\$40.00	2	\$80.00
NCOA/CASS/LACS	\$150.00	1	\$150.00
Skip Trace	\$2.50	17	\$42.50
Re-Mail	\$2.50	17	\$42.50
Undeliverable Processing	\$0.50	17	\$8.50
Reminder Post Card	\$1.00	68	\$68.00
Clerical	\$40.00	4	\$160.00
Total			\$707.05

**Call Center**

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	3	\$225.00
Total			\$225.00



866-772-2100 | www.simpluris.com  
 176 Bullman Street, Suite 175  
 Concord, CA 92626

### Claims Administration

Process Mailed in: Claims, Opt-Outs or Objections				
Category	Unit Value	# of Units	Total	
Database Manager	\$125.00	2	\$250.00	
Disputes - One Cure Letter-Double Claims made	\$2.50	20	\$50.00	
Opt Out Processing	\$2.50	2	\$5.00	
SSN Verification	\$75.00	4	\$300.00	
Data Entry	\$40.00	1	\$40.00	
Project Manager	\$75.00	2	\$150.00	
Declaration of Settlement Administrator	\$75.00	6	\$450.00	
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00	
Total			\$1,245.00	

### Distribution

Setup a Disbursement/Account				
Print & Mail Checks to Class Members: W2s/1099s - File Reports with Appropriate Federal & State Taxing Authorities				
Account Management & Reconciliation				
Category	Unit Value	# of Units	Total	
Disbursement Data Preparation	\$125.00	4	\$500.00	
Disbursement Manager - Data Validation	\$75.00	4	\$300.00	
Setup Banking Account/QSF	\$75.00	4	\$300.00	
Print & Mail-Check W2s/1099s	\$5.00	77	\$382.50	
Postage	\$0.48	77	\$36.72	
Process Returned Checks	\$0.50	8	\$3.83	
Skip Trace Search Undeliverable Checks	\$5.00	8	\$38.25	
Remail Checks	\$6.00	8	\$45.90	
QSF Account Reconciliation	\$75.00	6	\$450.00	
Individual Federal/State Tax Reporting	\$125.00	2	\$250.00	
QSF Reporting/Declaration	\$75.00	4	\$300.00	
QSF Annual Tax Preparation Fee	\$125.00	8	\$1,000.00	
Reissuing Checks/Mailing	\$5.00	2	\$10.00	
Reissuing W2s/1099s	\$5.00	2	\$10.00	
Disbursement Agent/Reissue Checks	\$75.00	2	\$150.00	
Responding to IRS, State, Agency Inquiries	\$75.00	2	\$150.00	
Disbursement Manager	\$75.00	6	\$450.00	
Total			\$4,377.20	

### Case Wrap Up

Send Final Reports to Counsel				
Category	Unit Value	# of Units	Total	
Data Manager-Final Reporting	\$125.00	2	\$250.00	
Clerical-Clean Up Any Misc	\$40.00	1	\$40.00	
Project Manager-Wrap-up Final Issues	\$75.00	1	\$75.00	
Total			\$365.00	

**Total Case Costs**

**\$8,244.25**

**EXHIBIT 3**

# Sharon R. Vinick

230 Avila Road  
San Mateo, CA 94402  
415.722-4481  
sharon@levyvinick.com

## EXECUTIVE SUMMARY

Plaintiffs' Employment lawyer, with over 25 years of experience in representing employees in workplace disputes, including claims for discrimination, harassment, wrongful termination, whistleblowing, breach of contract and wage and hour violations. Skilled in litigating individual cases and class actions in state and federal courts, as well as representing employees in arbitrations, mediations and negotiations.

## LEGAL EMPLOYMENT

- 2010 - present     **Levy Vinick Burrell Hyams LLP**, Oakland, California  
Managing Partner. As a founding partner of the firm, represents plaintiffs alleging discrimination, retaliation and harassment on the basis of gender, race, sexual orientation, disability, age, religion and whistleblowing. Litigates individual and class action cases in state and federal courts, as well as mediations and arbitrations. Advises and negotiates on behalf of employees with respect to both employment and severance agreements.
- 2005 - 2009     **Vinick Law Firm**, San Francisco, California  
Partner. Represented individual plaintiffs and classes in employment cases. Engaged in all aspects of litigation including screening potential cases, initial investigation, legal research, discovery, law and motion, expert discovery, negotiation, mediation, arbitration, and trial advocacy.
- 1997 - 2005     **McGuinn, Hillsman & Palefsky**, San Francisco, California  
Of Counsel. Represented individual plaintiffs and classes in wide range of employment cases brought in state and federal court. Participated in all aspects of litigation, including reviewing new cases, legal research, discovery, law and motion practice, negotiation and mediation.
- 1996-1997     **Sharon R. Vinick, Attorney at Law**, Oakland, California  
Contract attorney. Practice included trial and appellate litigation before federal and state courts. Primary area of practice was civil rights litigation, including employment discrimination and fair housing.
- 1995-1996     **Dickson, Ross & Honig**, Oakland, California  
Contract attorney. Primary area of practice was employment discrimination litigation before state and federal courts. Experience included writing briefs and motions, taking and defending depositions, and researching complex issues relating to class actions and individual claims of employment discrimination.
- 1991-1995     **Lawyers' Committee for Civil Rights Under Law**, Washington D.C.  
Staff Attorney. Areas of practice included employment discrimination and fair housing litigation before state and federal courts. Experience included writing appellate court briefs and arguing before federal court of appeals, managing U.S. Supreme Court litigation docket and writing U.S. Supreme Court briefs.



participating in all aspects of class action cases, representing individual clients, advising and training attorneys, and administering federal grant. Day-to-day responsibility for own caseload.

- 1989-1991 **Ross, Dixon & Masback**, Washington, D.C.  
Litigation Associate. Areas of practice included directors and officers liability, securities, insurance coverage, and First Amendment litigation. Experience included taking and defending depositions, writing and arguing motions in District of Columbia and Federal courts, writing U.S. Supreme Court briefs, and preparing reports to clients.
- 1987-1989 **Graham & James**, San Francisco, California  
Litigation Associate. Areas of practice included banking, real estate, director and officer liability, tax, secured transactions, and First Amendment litigation. Experience included taking and defending depositions, writing and arguing motions in State and Federal Court, participating in arbitration proceedings, and drafting documents in all aspects of the litigation process. Day-to-day responsibility for own caseload.
- 1986-1987 **Research and Teaching Assistant to Judge A. Leon Higginbotham, Lecturer of Law at Harvard Law School**  
Assisted preparing materials and leading class discussions in *Race, Racism and the American Legal Process*. Researched early American law for new casebook.

#### PROFESSIONAL ACTIVITIES, AFFILIATIONS AND AWARDS

Admissions: California, 1987; District of Columbia, 1989; United States Supreme Court, 1991.

California Employment Lawyers' Association, Education Committee 2005-2010  
Employment and Labor Section of San Francisco Bar Association, Board Member 2000-2007

Top 5% of Lawyers in Northern California – 2007 to present

#### EDUCATION

- Legal** **Harvard Law School**  
*J.D. Cum Laude* 1987  
Honors Paper: *Black Political Power in Virginia*  
Activities: Harvard Civil Rights/Civil Liberties Law Review, Managing Editor  
Board of Student Advisors  
Jamaica Plains Legal Services Center, Landlord/Tenant Section
- Undergraduate** **University of California, Berkeley**  
*B.A. Magna Cum Laude* 1984 History Major  
Honors Paper: San Francisco Union Labor Party

**EXHIBIT 4**

Leslie F. Levy, Attorney at Law  
Levy Vinick Burrell Hyams LLP  
180 Grand Ave., Suite 1300, Oakland, CA 94612 510/318-7705

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***Education***

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1982 J.D., Hastings College of the Law  
1978 B.A., Philosophy, University of California, Berkeley

***Experience***

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2012- present Levy Vinick Burrell Hyams LLP. Civil litigation practice focusing on representing plaintiffs in employment discrimination matters. Partner.  
2010- 2012 Dickson Levy Vinick Burrell Hyams LLP. Civil litigation practice focusing on representing plaintiffs in employment discrimination matters. Partner.  
2001- 2009 Boxer & Gerson. Civil litigation practice focusing on representing plaintiffs in employment discrimination matters. Partner as of 2005  
1992-2001 Law Offices of Leslie F. Levy. Civil litigation practice, specializing in civil suits for sexual assault and exploitation, sexual harassment in housing, hate crimes.  
1987-1992 Levy & Oppenheimer. General civil practice. Specializing in civil suits for sexual assault, sexual harassment in housing, personal injury, disability civil rights access.  
1984-1987 Levy, Oppenheimer & Scaparotti. General civil practice. Specializing in personal injury, disability civil rights access.  
1983-1984 Law Offices of Leslie F. Levy. Sole practitioner. General civil practice. Litigation specialties: personal injury, disability civil rights.

***Publications***

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2008 Ten Lessons for Practitioners about Family Responsibilities Discrimination and Stereotyping Evidence, @ Co-author, *Hastings Law Journal* - Symposium issue.  
2000 Gender-based Hate Violence @, in *Representing Victims of Hate Violence in Civil Proceedings*, Noel, ed., State Bar of California, 2000.  
1996 "Tort Remedies Addressing Violence Against Women", in *Violence Against Women: Law & Practice*, Frazee, et al., ed. West Publishing, 1997.

***Speaking and Teaching Engagements***

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2009 Panelist, Mediation in Employment Cases, California Employment Lawyers Association  
2007 A360DegreesofPrivacy @ Panelist, at the EEOC  
2000 Adjunct Professor, "Civil Litigation Responses to Violence Against Women" seminar, University of San Francisco, School of Law. (Also taught in 1995, 1997, 1998)  
1998 Speaker on sexual harassment in housing at the Fair Housing Laws and Litigation Training Conference, San Diego, CA. (Also spoke in 1996 and 1997)  
1995 Panelist on "Child Abuse in Families", sponsored by Alameda County Bar Association.  
1995 Speaker on "Sexual Harassment in Housing", sponsored by Montana Fair Housing Association.  
1994 Panelist on sexual harassment in housing, sponsored by National Legal Aid and Defender

- Association. Berkeley, CA. MCLE-accredited.
- 1993 Panelist on "Representing Victims of Hate Crimes," sponsored by the State Bar Committee of Human Rights, Bar Association of San Francisco, National Lawyers' Guild and BALIF. San Francisco, CA. MCLE-accredited.
- 1993 Panelist on "Sexual Harassment in Employment, Education and Housing" sponsored by California Women's Law Center and Legal Services Section of the State Bar.
- 1993 Speaker on sexual harassment in housing, sponsored by Housing Authority of Alameda County, Cities of Hayward and San Leandro.
- 1992 Bay Area Women Against Rape (BAWAR). Presentation regarding civil suits for sexual assault survivors at training for counselors.
- 1992 Speaker on sexual harassment in housing at a Legal Services Fair Housing training, sponsored by the Western Center on Law & Poverty.
- 1992 Panelist at National Women and Law Conference on sexual harassment in housing; civil suits for survivors of childhood sexual assault; Chicago, IL.
- 1992 Panelist on sexual harassment in housing - sponsored by California Women's Law Center. Los Angeles and Berkeley, CA. MCLE-accredited.
- 1992 Guest lecturer on sexual harassment in housing. John Marshall School of Law, Chicago, Ill.
- 1992 Guest lecturer on civil suits for sexual assault survivors. USF, School of Law.
- 1991 Guest lecturer, Fair Housing Clinic, sexual harassment in housing, D.C.
- 1991 Speaker on sexual harassment in housing - National Fair Housing Alliance Washington, D.C.
- 1990 Panelist - National Women and the Law Conference. Detroit, MI.

#### Cases of Note

Doe v. Roe Corporation (Alameda County -2011) Jury verdict of \$778,000 and a finding of entitlement to punitive damages long time employee of a Fortune 100 Company. Partners Leslie Levy and Sharon Vinick represented the employee who was falsely accused of theft. The case was resolved before arguments on punitive damages were presented to the jury

A.M. v. Albertsons (Marin County -2008); Appellate decision at 178 Cal. App. 4<sup>th</sup> 155 (2009). Disability discrimination, failure to accommodate verdict in favor of Plaintiff for \$200,000. Defendant's appeal resulted in a published decision upholding the verdict establishing that even a single failure to accommodate may be actionable.

Pollard v. City of Emeryville (Alameda County -2007) One of the largest settlements in California on behalf of an employee against a public entity- Plaintiff was retaliated against for making a complaint of racial harassment by a co-worker. Settlement valued at \$3.6 million.

Vaccarrezza v. San Francisco Police Dept. (Federal Court- 2005) Second largest settlement against the SFPD, achieved on behalf of a woman whose arm was broken by a police officer during a peaceful anti-war demonstration. Settled for \$835,000.

King v. Pleasanton Unified School District (Alameda County -2005) Represented a disabled teacher in a suit for discrimination against the District after it wrongfully removed her from work based on her disability. Case settled for a value greater than \$600,000.

Doe v. Roe Non-Profit Agency (2003) Achieved a pre-filing settlement of \$450,000 for a woman who was sexually harassed and assaulted by the director of the agency.

Sojourner T. Confidential School District (Federal Court - 1996) Represented 9 children and 5 mothers seeking damages for molestations by a public school teacher. Case settled for \$1.9 million and an agreement for system wide training on issues of sexual abuse of children by school personnel.

L.J. v. Gutleben (Alameda Superior Court - 1993) First settlement successfully applying the

Federal Fair Housing Act to the molest of a tenant's child by a landlord.

Fiedler v. Fairfield North (Federal Court - 1992) Largest settlement nationally at the time in a sexual harassment in housing case.

Moore v. BART (Alameda County - 1987) Compelled rapid transit system to install edge detection for visually impaired passengers.

Pugh v. BART (Alameda County - 1987) Compelled rapid transit system to establish independent access to elevators for disabled passengers.

#### Affiliations

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1984-1987	Board of Directors, Community Women's Center
1988-2005	Member, National Center for Lesbian Rights
1989-1992	Board of Directors, National Women and Law Association
1991-1992	Chair, National Women and Law Association
1992	Advisory Committee, Conference on Women with Disabilities and the Law
1987-2013	Member, California Women Lawyers
1987-2013	Member, Women Lawyers of Alameda County
2002- present	Member, California Employment Lawyers Association
2007 -2012	Member, National Employment Lawyers Association

#### Admissions

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1982	Admitted to California Bar
1982	Admitted to practice U.S. District Court, Northern District of California
1990	Admitted to practice U.S. District Court, Eastern District of California

#### Awards/ Recognitions

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1999	Clara Holtz Feminist Association Hastings College of the Law
2002- present	Martindale-Hubbell AV Preeminent Rating
2005- present	Northern California Super Lawyer - San Francisco Magazine
2009	Top Fifty Women Attorneys - San Francisco Magazine
2011- present	Best Lawyers in America

**EXHIBIT 5**

**DARCI E. BURRELL**

Levy Vinick Burrell Hyams LLP, 180 Grand Ave., Suite 1300, Oakland, CA 94612 (510) 318-7700

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**EXPERIENCE**

LEVY VINICK BURRELL HYAMS LLP  
(Jan. 2010 - present)

- Litigate individual and class employment discrimination and other cases.

BOXER & GERSON, LLP  
(Aug. 2004 - Dec. 2009)

- Litigate individual employment discrimination and other civil rights cases

GOLDSTEIN, DEMCHAK, BALLER, BORGES & DARDARIAN  
(July 2000 - July 2004)

- Litigated nationwide employment discrimination and wage and hour class action cases

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS  
(May 1998 - July 2000)

- Enforced laws against discrimination in education on the basis of race, ethnicity, age, gender and disability, including complaint investigation, conciliation and monitoring

NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC.  
(Sept. 1996- May 1998)

- Litigated employment and other civil rights "impact" class action cases; drafted amicus briefs; performed advocacy work, such as testifying in congressional hearings

EQUAL RIGHTS ADVOCATES  
*Ruth Chance Law Fellow*  
(Aug. 1995 - Aug. 1996)

- Litigated sexual discrimination and harassment cases; staffed and supervised ERA's advice and counseling hotline; conducted sexual harassment training; drafted amicus briefs

**ADMITTED TO PRACTICE**

State of California; U.S. District Courts for the Central, Eastern, Southern and Northern Districts of California and Eastern District of Texas; U.S. Court of Appeals for the Ninth Circuit; U.S. Court of Appeals for the Fifth Circuit

**EDUCATION**

- 1995: University of California, Los Angeles School of Law, *Juris Doctorate*, Joseph Drown Scholar
- 1991: University of California, San Diego, Third College, Bachelor of Arts in General Literature, minor in Women's Studies

## PUBLICATIONS

- *The Norplant Solution: Norplant and the Devaluation of African American Motherhood*, 5 *UCLA Women's L.J.* 401 (1995), republished in *Gender and American Law, Volume II: Reproduction, Sexuality and the Family* (Karen Maschke ed. 1997)
- *Myth, Stereotype, and the Rape of Black Women*, 4 *UCLA Women's L.J.* 87 (1993)
- *Employment Discrimination Law* (4<sup>th</sup> Ed. 2007), Chapter Editor

## SELECTED PRESENTATIONS

- 2007 American Bar Association Annual Meeting – Sex Based Harassment: Workplace Policies for the Legal Professional
- 2007 American Bar Association Labor and Employment Section Annual CLE Conference – “Sexual Harassment Training”
- 2008 Continuing Education of the Bar – “Emerging Issues in Employment”
- 2008 National Bar Association Labor and Employment Law CLE Conference – “Litigation a Sexual Harassment Claim: Pre-Trial Strategies;” “Supreme Court Review – Will the Landscape Change”
- 2009 National Bar Association – “The Impact of the 2008 Amendments to the Family Medical Leave Act on Employees”
- 2009 National Employment Lawyers' Association Annual Conference – “How to Litigate Successfully Against California Public Entities”
- 2009 California Employment Lawyers' Association – Annual Employment Law Update
- 2010 American Bar Association 4th Annual Section of Labor and Employment Law Conference – “The 2008 Amendments to the Americans with Disabilities Act”
- 2012, National Conference on Equal Employment Opportunity Law, American Bar Association – “Use of Juror Questionnaires in Discovering Juror Bias in Race Discrimination Cases”
- 2013 American Bar Association, Section of Labor and Employment Law ABA Annual Meeting – “Employment Retaliation: “An Ever Present Danger”
- 2014 National Employment Lawyers' Association Annual Conference – “Retaliating Against Third Parties After *Thompson v. North American Stainless*”

## AFFILIATIONS

- Member, California Employment Lawyers Association



**EXHIBIT 6**

Katherine Lucille Smith

CA State Bar No. 295726

959 40<sup>th</sup> St.  
Oakland, CA 94608

(510) 593-4653  
ksmith959@gmail.com

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EDUCATION

**Golden Gate University School of Law (San Francisco, CA)**

**Doctor of Jurisprudence**

May 2012

**Class Rank:** Top 10%

**Honors:**

Jessie W. Carter Society  
Honor's Lawyering Program  
Golden Gate Law Review: Published Comment Vol. 42:3 entitled *Lost Souls: Constitutional Implications for the Deficiencies in Treatment for Persons with Mental Illness in Custody*  
Witkin Award: Women's Employment Rights Clinic Seminar, Spring 2012  
Witkin Award: Wills & Trusts, Fall 2011  
Witkin Award: HLP Lawyering Skills, Summer 2010  
CALI Award: Business of the Practice of Law, Spring 2012  
CALI Award: Evidence in the Courtroom, Spring 2012  
CALI Award: Contracts II, Spring 2010  
ABA & BNA Award: Excellence in the Study of Employment Law, Spring 2012  
Merit Scholarship Recipient 2009-2012  
Dean's List: Fall 2009, Spring 2010, Summer 2010, Spring 2011, Fall 2011, Spring 2012  
Williams Institute Moot Court Competition: Runner-up for Best Oralist 2012

**Activities:**

Golden Gate University Law Review, Staff Writer 2012-2011, Associate Editor 2011-2012  
Queer Law Students Association, Member 2009-2012, Co-President 2010-2011, 3L Advisor 2011-2012  
Williams Institute Moot Court Competition 2011, Semi-Finalist 2012  
Queer Theory Reading Group, Member 2009-2010

**University of Kansas (Lawrence, KS)**

**Bachelor of Science, Environmental Science**

December 1997

**Activities:**

KU Environs, Member 1994-1997, President 1995-1997  
Feminist Collective Force. Facilitator 1995-1997

RELEVANT EXPERIENCE

**Levy Vinick Burrell Hyams, LLP (Oakland, CA)**

October 2012-present

**Associate** – Perform all aspects of litigation practice for plaintiff's side Employment Law firm including legal research, propounding and responding to discovery, motion practice (including motions to compel, to quash, and for protective order, motions to amend, motions for summary judgment and motions for sanctions), document review and analysis, potential client interviews, client meetings, case file management, damages analysis, defending and participating in depositions, meeting and conferring with opposing counsel, preparing for and participating in mediation and settlement negotiations, drafting demand letters and settlement agreements, drafting pleadings, participating in case strategy meetings, and participating in court appearances for both individual and class action/representative cases.

**Honors:** Recipient of Levy Vinick Burrell Hyams LLP law fellowship February 2013 to July 2014.

**Golden Gate University (San Francisco, CA)**

May 2012-June 2012

**Research Assistant for Prof. Marci Seville** – Source-checked, cite-checked, copy-edited, provided citations, and created reference tables for international ONATI conference paper.

Katherine Lucille Smith

CA State Bar No. 295726

959 40<sup>th</sup> St.  
Oakland, CA 94608

(510) 593-4653  
ksmith959@gmail.com

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- Women's Employment Rights Clinic** (San Francisco, CA) Jan. 2012-May 2012  
**Certified Law Student Intern** – Prepared claims and clients for hearings regarding statutory wage and hour violations filed with the California Labor Commissioner. Performed legal research and analysis of various employment rights, led client intakes and interviews, drafted legal memoranda, demand letters, settlement agreements, and created extensive daily overtime and meal break violation spreadsheets based on several years of employment history. Communicated and negotiated with clients and opposing counsel. Created and maintained client files.
- The Honorable Magistrate Judge Ryu** (Oakland, CA) Sept. 2010-Dec. 2010  
**Judicial Extern** – Performed extensive legal research on CERCLA, signal piracy, debt collection practices, case management, joinder, employment discrimination, attorney fees, asbestos class action, Social Security disability benefits, default judgment, and Ninth Circuit and Supreme Court precedent relating to cases on Judge Ryu's docket. Drafted bench memos relating to pending motions and settlement conferences, updated court files, collaborated with law clerks and Judge Ryu, participated in weekly chambers meetings; observed hearings, settlement conferences, and criminal calendar.
- Ryan & Steiner, Association of Attorneys** (Mountain View, CA) July 2010-Aug 2010  
**Legal Researcher** – Performed legal research for breach of contract, breach of implied covenant of good faith and fair dealing, breach of fiduciary duty, conspiracy to breach fiduciary duty, intentional interference with prospective economic advantage, conspiracy to intentionally interfere with prospective economic advantage, intentional interference with existing contract, conspiracy to intentionally interfere with existing contract, misappropriation of trade secret, tortious interference with employment, violation of California B&P Code §7028.4, unfair business practices, and conversion.
- Homeless Advocacy Project** (San Francisco, CA) June. 2010-Aug. 2010  
**Legal Intern** – Initiated client interaction and fact gathering interviews. Provided consultation on summary proceedings and produced a successful response to Motion for Summary Judgment in eviction case. Participated in settlement negotiations and drafted a settlement agreement advantageous to client. Assisted in Employment Development Department hearing; successfully appealed denial of benefits.

PROFESSIONAL ASSOCIATIONS

2013-Present California Employment Lawyers Association, Member  
2009-2012 Bay Area Lawyers for Individual Freedom, Student Member

**EXHIBIT 7**

MALACHI J. HASWELL

789 52<sup>nd</sup> Street • Oakland, CA 94609 • (314) 448-0011 • mjhaswel@berkeley.edu

EDUCATION

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**University of California, Berkeley, School of Law, Berkeley, CA**

*J.D. Candidate, May 2015*

*Honors:*

- ♦ Employee Justice Fellowship (*Awarded for advocacy on behalf of California workers*)
- ♦ Mary C. Dunlap Fellowship (*Awarded for advocacy on behalf of under-served LGBT individuals*)
- ♦ American Jurisprudence Award (highest grade in course):  
Sexual Orientation and the Law
- ♦ High Honors (top 10% in course):  
Sexual Orientation and the Law, International Human Rights Law Clinic Seminar, Torts,  
Constitutional Law

*Activities:*

- ♦ California Law Review, *Diversity Editor* Aug. 2013 – Present
- ♦ Boalt Hall Committee for Human Rights, *Co-Chair* Aug. 2013 – Present
- ♦ Berkeley Journal of Gender, Law & Justice, *Co-Editor in Chief* Aug. 2012 – Present
- ♦ Boalt Hall Queer Caucus, *Member* Aug. 2012 – Present
- ♦ Berkeley Law Admissions Committee, *Student Representative* Jan. 2014 – Mar. 2014
- ♦ Williamson LGBT Moot Court Competition, *Competitor* Feb. 2014
- ♦ California Asylum Representation Clinic, *Financial Coordinator* Aug. 2012 – Dec. 2013
- ♦ International Human Rights Workshop, *Student Advocate* Aug. 2012 – May 2013

**Washington University in St. Louis, St. Louis, MO**

*B.A., Philosophy, Honors, May 2009*

*Honors:*

- ♦ George E. Mylonas Scholarship (full-tuition, four-year scholarship)
- ♦ Phi Beta Kappa

EXPERIENCE

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**Levy Vinick Burrell Hyams, LLP, Oakland, CA**

*May 2014 – Present*

*Law Clerk*

- ♦ Engage in every aspect of plaintiff-side employment litigation, including evaluating intakes for possible causes of action, drafting demand letters and complaints, writing discovery requests and responses, reviewing discovery documents, preparing motions, and drafting legal memos.

**East Bay Community Law Center, Berkeley, CA**

*Jan. 2014 – May 2014*

*Legal Intern, Clean Slate Practice*

- ♦ Helped individuals with criminal records obtain statutory remedies, including dismissals of convictions, early termination of probation, sealing of arrest or juvenile records, and Certificates of Rehabilitation
- ♦ Engaged in administrative advocacy to obtain professional licenses (e.g. CNA, RN) for people with a criminal history

**International Human Rights Law Center, Berkeley, CA**

*Aug. 2013 – Dec. 2013*

*Legal Intern*

- ♦ Provided technical and research assistance to the Refugee Law Project in Kampala, Uganda, on the issue of sexual violence against male refugees
- ♦ Drafted legal memos relating to international, regional, and Ugandan legal mechanisms to compare possible avenues for redress of sexual violence

**Transgender Law Center, Oakland, CA**

*May 2013 – Aug. 2013*

*Law Clerk*

- ♦ Provided information relating to health care, employment, and housing law to over 100 low-income clients
- ♦ Authored a request to file an amicus brief with the European Court of Human Rights
- ♦ Researched current legislation, wrote legal memos, and represented TLC in community education events

PUBLICATIONS

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Book Review, 28 BERKELEY J. GENDER L. & JUST. 293 (2013) (reviewing JULIE A. GREENBERG, INTERSEXUALITY AND THE LAW (2013)).

**EXHIBIT 8**

Timekeeper Leslie F. Levy		
Date	Activity	Time
7/15/2013	Research related cases	0.8
7/16/2013	Meeting re potential claims	0.5
7/16/2013	Further research on claims and related employment practices	0.4
7/25/2013	Meeting with client Lacy T	2.2
7/25/2013	Case meeting	0.5
12/2/2013	Case meeting	1.8
12/19/2013	Research pseudonym filing, email to SRV	0.8
1/2/2014	Review and edit complaint	1.2
1/8/2014	mtgs re: strategy and timing of filing lawsuit/wage calculation	0.8
1/15/2014	meeting w/SRV re: pseudonym	0.2
1/17/2014	Case meeting	1.5
1/24/2014	PC from DOL and mtg w/SRV re: inquiry from DOL	0.6
3/6/2014	PC and letter to Reis	0.5
3/6/2014	meeting w/SRV re: mediation and mediators	0.4
3/6/2014	FU re mediators	0.4
10-Mar	Emails to and from Reis re mediation	0.3
3/11/2014	Emails and PCs with Reis re mediation and premediation meeting	1.1
3/12/2014	Email to mediator and Reis re mediation dates	0.3
3/13/2014	Email from Reis re arbitration	0.1
3/14/2014	review and meeting re motion to compel arb	2.2
3/14/2014	Emails to/from Reis re stip	0.3
3/15/2014	phone call w/SRV re: motion to compel	0.3
3/14/2014	Review of changes in stip and email to Reis	0.3
3/15/2014	Email to Reis re mediation and motion to compel	0.5
3/16/2014	Email to SRV and DEB with stip and proposed letter	0.4
3/16/2014	Email to/from Reis re stip	0.2
3/17/2014	Research re stay	0.5
3/17/2014	phone call w/SRV re: motion to compel	0.4
3/17/2014	Emails with Reis re drafts of stipulations	0.9
3/18/2014	Email from Reis re stip	0.1
3/18/2014	Email exchange with Reis re designation of the case as complex	0.8
3/20/2014	meeting with SRV and DEB re: mediation	0.2
3/20/2014	PC call to and Email from Reis re arb and mediation	0.4
3/25/2014	Ct appearance	1.1
3/25/2014	Emails to/from Reis re service of petition & scheduling of briefing	0.5
3/25/2014	Xonfer with colleague re pet. To compel	0.4
3/26/2014	Review letter form Mediator	0.2
4/8/2014	Emails to/from Reis re hearing	0.1
4/10/2014	mtg w/SRV and DEB in prep for hearing on motion to stay discovery	0.5
4/11/2014	Rev. order from Court and email from Reis	0.3
4/17/2014	Review draft of and edit letter re arb	0.4
4/24/2014	Review letter from Reis and meet; draft email to Reis	0.5
4/25/2014	letter to Reis	0.2
4/25/2014	Review Email response from Reis	0.1
4/25/2014	Discussion re response	0.3

Timekeeper Leslie F. Levy		
Date	Activity	Time
4/25/2014	Send responsive email	0.4
4/26/2014	Review colleague opinion re arb	0.2
4/28/2014	meeting w/SRV and DEB re: email from D Reis re: arbitration	0.2
4/28/2014	Email from Reis re stip to arb	0.4
4/29/2014	Email response to Reis 4/28 email	0.4
4/29/2014	Email to Reis re pleading	0.1
4/30/2014	Email to/from Court	0.1
4/30/2014	Email from Reis opposing page extension	0.2
4/30/2014	Emails with DEB re information for the opposition papers	0.3
4/30/2014	Email from Reis re arb.	0.1
5/1/2014	meeting w/SRV re: email from D Reis re: arbitration	0.3
5/1/2014	Rev. MPA oppo	0.6
5/1/2014	Email from Reis re stip to arb	0.4
5/1/2014	Discussion re stip to arb	0.3
5/2/2014	Rev email from Reis re stip to arb	0.4
5/2/2014	Discuss and dft response	1.2
5/5/2014	Rev email from Reis re stip to arb and reply	0.2
5/7/2014	Rev. email from Reis re stip and draft response	0.4
5/8/2014	meeting with SRV and DEB re: arbitration proposal	0.2
5/8/2014	Further email re terms of stip	0.4
5/9/2014	Rev. email from Reis	0.1
5/9/2014	Email to clients with update	0.4
5/9/2014	Rev reply papers from Reis	1.2
5/10/2014	Email from/to clients	0.3
5/11/2014	Email to Reis re stip on disc.	0.3
5/12/2014	Rev. email counter stip from Reis	0.4
5/13/2014	Email and enclosed alt. stip to Reis	0.6
5/16/2014	Email to Reis	0.2
5/16/2014	Rev. email response	0.2
5/17/2014	Draft email response	0.5
5/20/2014	Emails to clients	0.3
5/22/2014	Email to Reis	0.2
5/27/2014	Email exchange with Reis	0.2
5/27/2014	Emails with client	0.2
5/28/2014	PC with Reis and discussion with SRV and DEB	0.6
5/28/2014	Rev follow up emails from Reis and discuss	0.6
5/29/2014	Rev of multiple alternative languages for stip	1.2
5/29/2014	Dft letter and stip for Reis	1.5
5/30/2014	Emails with Reis	0.2
5/31/2014	Emails with clients	0.2
6/2/2014	Emails to/from Reis re stip	0.4
6/2/2014	Emails with clients	0.2
6/3/2014	Email with Reis re completing stip, dft of final stip and disc. Let	1.7
6/4/2014	Rev of Caitlyn v. Raiders	0.8
6/4/2014	Email from client	0.1

LFL



Timekeeper Leslie F. Levy		
Date	Activity	Time
6/5/2014	Research related to Caitlyn v. Raiders	0.5
6/5/2014	Rev materials from client	0.2
6/13/2014	Emails to/from Reis re disc issues	0.3
6/13/2014	Rev disc. Letter and materials produced	0.6
6/16/2014	Disc with SRV re discovery produced, dft letter to Reis	0.8
6/17/2014	Emails with clients	0.2
6/18/2014	PC and email to/from Reis	0.2
6/19/2014	Email and spreadsheet from Reis	0.5
6/24/2014	Emails to/from mediator	0.2
6/24/2014	Research, PC re PAGA	1.4
6/25/2014	MTg with clients re mediation	1.8
6/25/2014	Email from client	0.1
7/7/2014	Review and edits on mediation brief	2.5
7/8/2014	Email to/from Reis re mediations briefs	0.2
7/9/2014	Research on current contract	0.2
7/10/2014	Email to Reis with brief	0.1
7/10/2014	Email to clients	0.1
7/11/2014	Prepare for mediation	3.2
7/14/2014	Mediation and follow up	9.5
7/15/2014	Letter from mediator	0.2
7/16/2014	Meeting with SRV and DEB re mediation and damages	0.7
7/17/2014	Rev. email from mediator	0.3
7/17/2014	Meeting re mediator's request	0.4
7/17/2014	Email to mediator	0.5
7/21/2014	Email from/to mediator	0.2
7/22/2014	Email from mediator	0.5
7/23/2014	Research re administrators	0.3
7/24/2014	Email to mediator	0.1
7/25/2014	Emails from mediator and discussion of conditions	0.8
7/25/2014	Emails to/from Reis re conditions	0.6
7/27/2014	Email to reis	0.1
7/27/2014	Emails to clients	0.3
7/28/2014	Emails to/from Reis and related PC	0.5
7/29/2014	Dft stip re cont. of jurisdiction	0.3
7/30/2014	Rev. of email from Reis	0.2
8/5/2014	Rev. email to from Reis re proposal	0.4
8/6/2014	Rev. Email to/from Reis	0.3
8/8/2014	Email to client	0.2
8/11/2014	Rev. proposal from Reis and discussion	0.8
8/11/2014	Rev proposal to Reis	0.8
8/12/2014	Mtg with KLS discuss alternative allocation formula	0.5
8/15/2014	Review proposal from Reis, mtg	1.3
8/16/2014	phone call w/SRV re: allocaiton	0.3
8/20/2014	Rev motion and settlement docs	2.1

Timekeeper Leslie F. Levy		
Date	Activity	Time
		Total 81.2

**EXHIBIT 9**

Timekeeper Sharon R. Vinick		
Date	Activity	Time
7/11/2013	email to/from Lacy T. re: new case	0.1
7/12/2013	email to/from partners re: case	0.1
7/12/2013	email to/from Lacy T re: new case	0.1
7/12/2013	review docs from J. Fields	0.5
7/13/2013	research re: cases brought by cheerleaders	0.4
7/16/2013	email to/from Lacy T re: meeting	0.1
7/16/2013	email to/from Lacy T re: meeting	0.1
7/16/2013	research re: wage orders and temporary employees	0.3
7/16/2013	meeting w/LFL, DEB and KLS re:potential claims and lawsuit	0.5
7/24/2013	email to/from Lacy T. re: participation by other class members	0.2
7/25/2013	meeting with LT and JF, and LFL, DEB	2.2
7/25/2013	meeting w/LL, DB and KS re:potential claims and lawsuit	0.5
7/25/2013	email to/from Lacy T following up on meeting	0.1
7/25/2013	review client docs	2.4
7/25/2013	draft retainer agreement and cover email to client	0.3
7/26/2013	review additional documents from client	0.3
7/29/2013	email to/from LT re: questions about retainer agreement	0.2
8/1/2013	email to/from LT re: additional client docs	0.1
8/30/2013	review article about lawsuit against SF Giants for back page violations; research same	0.4
10/1/2013	email to/from LT re: status	0.2
11/26/2013	email to/from LT re: status	0.2
11/26/2013	telephone call w/J Swartz re: Fan day lawsuit	0.3
11/26/2013	review Fan Day lawsuit	0.3
11/27/2014	review pleadings in fan day suit	0.5
12/1/2013	email to/from LT re: meeting to discuss case	0.1
12/2/2013	meeting with LT and JF, and LFL, DEB, KLS.	1.8
12/5/2013	review new client docs	0.2
12/5/2013	research re: Raiderettes	0.7
12/6/2013	phone call w/LT re: ongoing obligations to Raiderettes	0.2
12/10/2013	email to/from LT re: ongoing obligations as Raiderette	0.3
12/10/2013	research re: bankruptcy filing by Raider	0.3
12/11/2013	email to/from DEB re: women on other teams	0.1
12/12/2013	phone call w/E Elinson	0.2
12/16/2013	review new article re: cheerleader pay	0.2
12/16/2013	research articles re: cheerleader pay	0.3
12/19/2013	review article re:Dallas Cowboy cheerleaders	0.1
12/19/2013	email to/from LFL re: filing under pseudonym; meeting re: same	0.3

Timekeeper Sharon R. Vinick		
Date	Activity	Time
12/20/2013	telephone call w/LT re: timesheet	0.3
12/20/2013	review draft timesheet from LT; email to LT re: same	0.5
12/23/2013	research re: complex judges in Alameda county	0.5
12/23/2013	phone call w/P Rukin re: complex judges in Alameda County	0.2
12/26/2013	emails to/from LT re: timesheets	0.7
12/26/2013	emails to/from KLS re: timesheets and questions about calculating hourly rate	0.4
12/26/2013	emails to/from DEB re: timesheets and allegations of complaint	0.1
12/26/2013	review and revise draft complaint	1.3
12/27/2013	review pleadings re: meal and rest break violations	0.3
12/27/2013	emails to/from KLS re: timesheets and questions about calculating hourly rate	0.3
12/27/2013	meeting w/KLS re: questions for LT re: hours worked	0.3
12/27/2013	emails to/from LT re: timesheets	0.3
12/27/2013	emails to/from LT re: draft complaint; phone call re: same	0.5
12/30/2013	email from LT re: updated timesheet; review timesheet	0.4
1/2/2014	review new articles on cheerleader pay	0.1
1/3/2014	emails to/from LT re: revisions to complaint	0.3
1/3/2014	review and revise draft complaint	1.9
1/3/2014	emails to/from KLS re: timesheets and questions about calculating hourly rate	0.4
1/6/2014	review revised timesheets from LT	0.3
1/6/2014	meeting w/KLS re: timesheets	0.2
1/8/2014	meeting w/LFL and DEB re: strategy and timing of filing lawsuit	0.4
1/8/2014	research re: counsel for Raiders	0.2
1/8/2014	emails to/from KLS re: Lacy's ongoing participation in charity appearances	0.2
1/8/2014	research re: installing toll free numbers	1.1
1/8/2014	email to/from LT re: ongoing obligations as Raiderette	0.3
1/8/2014	emails to/from KLS re: calculation of average hourly wage	0.4
1/8/2014	meeting w/KLS and LFL re: calculation of average hourly wage	0.3
1/9/2014	telephone call w/B Lee re: changes to website re: cheerleader lawsuit, toll free number	0.6
1/13/2014	email to/from LT re: charity appearances	0.2
1/13/2014	research re: Gregg Easterbrook and Amanda Hess	0.4
1/15/2014	meeting w/LFL re: pseudonym	0.2
1/16/2014	phone call w/LT re: filing complaint and interviews	0.4

Timekeeper Sharon R. Vinick		
Date	Activity	Time
1/17/2014	meeting w/JKH re: Anne Killion	0.2
1/17/2014	phone call w/LT re: paycheck	0.4
1/17/2014	meeting w/DEB, LFL and KLS re: paycheck and impact on lawsuit	1.5
1/17/2014	compare pay calculations from Raiders to pay calculations from LT	0.8
1/17/2014	phone call w/LT re: proposed revisions and revised strategy	0.3
1/17/2014	phone call w/LT re: new paycheck and effect on lawsuit	0.3
1/17/2014	phone call w/LFL, KLS and DEB re: revised strategy	0.5
1/17/2014	draft email to team re: revised strategy and impact of new paychecks	0.8
1/17/2014	phone call w/JKH re: revised strategy	0.5
1/17/2014	research re: potential breach of contract claim; phone call w/KLS and DEB re: same	0.8
1/17/2014	revise wage calculations	0.4
1/18/2014	revise complaint	0.3
1/20/2014	phone call w/Ann Killion	0.2
1/21/2014	email to/from B Lee re: website	0.6
1/21/2014	review and revise complaint	0.8
1/21/2014	research re: cheerleader petition	0.3
1/22/2014	email to/from B Lee re: website updates	0.4
1/22/2014	phone call w/Diane Todd re: cheerleader petition	0.5
1/23/2014	research re: payroll information for Raiders and league	0.3
1/24/2014	meeting w/LFL re: inquiry from Dept of Labor	0.3
1/24/2014	research re: scope of investigatory authority of dept of labor	0.8
1/24/2014	phone call w/C Palefsky re: arbitration by NFL and Hanson case	0.4
1/24/2014	review pleadings in Hanson case	0.9
1/28/2014	meeting w/Sarah G.	2.1
1/28/2014	phone call w/K DeFrias	0.3
1/28/2014	phone call w/un-named Raiderette re: joining lawsuit	0.7
1/28/2014	phone call w/A Williams re: joining lawsuit	0.4
1/28/2014	emails to/from Lacy T. re: contact at Dept of Labor	0.5
1/28/2014	phone call w/R Folberg re: penalties	1.6
1/29/2014	phone call w/un-named Raiderette re: joining lawsuit	0.4
1/29/2014	research re: effect of bankruptcy petition of J Walker on suitability as class rep	0.7
1/29/2014	meeting w/Sarah G.	1.8
1/29/2014	draft retainer agreement for Sarah G.	0.1

Timekeeper Sharon R. Vinick		
Date	Activity	Time
1/31/2014	review revised complaint	0.4
2/3/2014	email to/from Sarah G re: revisions to complaint	0.3
2/3/2014	revise email from Sarah G to teammaters	0.2
2/3/2014	phone call w/B Lee re: website	0.2
2/4/2014	review notebooks from Sarah G.	1.4
2/13/2014	phone call w/Todd Naylor	0.3
2/17/2014	emails to/from LT and SG re: appearance fees	0.3
2/24/2014	email to/from court clerk re: appearance on complex designation	0.2
2/26/2014	email to/from Lacy T re: check for \$8	0.2
2/26/2014	phone call w/LT re: \$8 check	0.2
2/27/2014	email to/from SG re: check for \$8	0.1
3/3/2014	review letter for LWDA	0.1
3/6/2014	meeting w/LFL re: mediation	0.2
3/6/2014	research re:Randy Wulff	0.2
3/6/2014	meeting w/LFL re: Randy Wulff	0.1
3/11/2014	review letter from LWDA	0.2
3/11/2014	meeting w/DEB re: letter from LWDA	0.2
3/12/2014	emails to/from LT and SG re: mediations	0.4
3/14/2014	review motion to compel arbitraton and meeting	1.2
3/14/2014	phone call w/C Palefsky re: motion to compel	0.5
3/14/2014	phone call w/LFL, DEB and JKH re: motion to compel and plan for response	2.2
3/14/2014	emails to/from C Palefsky re: filing claim with NLRB; research re: same	0.5
3/15/2014	review NFL Constitution and by-laws	0.8
3/15/2014	revise email to D Reis re: mediation	0.2
3/15/2014	email to/from LFL re: motion to compel arbitration	0.2
3/15/2014	phone call w/LT re: motion to compel arbitration	0.2
3/15/2014	phone call w/SG re: motion to compel arbitration	0.3
3/15/2014	phone call w/LFL re: motion to compel	0.3
3/17/2014	phone call w/P Bland re: motion to compel	0.4
3/17/2014	phone call w/C Palefsky re: motion for discovery re: arbitration	0.2
3/17/2014	phone call w/LFL re: motion to compel	0.4
3/17/2014	review email to D. Reis re: CMC and discovery; phone call w/LFL re: same	0.3
3/17/2014	phone call w/B Egelko re: motion to compel	0.2
3/19/2014	phone call w/LFL re: motion to compel	0.4
3/19/2014	phone call w/C Palefsky re: Raiders v. NFL and positions taken by Raiders in attempting to avoid arbitration	0.4
3/20/2014	review pleadings in Raiders v. NFL	0.5
3/20/2014	review email from D. Reis re: mediation	0.1
3/20/2014	review pleadings in Hanson case	1.2

Timekeeper Sharon R. Vinick		
Date	Activity	Time
3/20/2014	meeting with LFL and DEB re: mediation	0.2
3/21/2014	research re: bankruptcy filing by Raiderette and affect on status as calss rep	1.1
3/24/2014	Draft discovery: request for production and special interrogatories	3.5
3/25/2014	attend CMC hearing	1.1
3/25/2014	review papers filed by Raiders in search of "petition"	0.3
3/25/2014	research standard for staying discovery	1.2
3/28/2014	review pleadings re: motion to stay	0.8
3/28/2014	research standard for motion to stay	1.7
3/28/2014	review pleadings from L Bailey re: motion to compel arbitration	0.8
4/7/2014	research re: legislative history on stay statutes	2.1
4/8/2014	review and revise brief on motion to stay discovery	1.8
4/10/2014	review tentative ruling on motion to stay discovery	0.2
4/10/2014	meeting w/LFL and DEB in preparation for hearing on motion to stay discovery	0.5
4/11/2014	email to/from LFL re: hearing on motion to stay discovery	0.2
4/11/2014	attend hearing on motion to stay discovery	1.3
4/11/2014	phone call w/LFL re: hearing	0.2
4/11/2014	email to/from D Reis re: ruling on motion to stay discovery and schedule for briefing on motion to compel	0.1
4/11/2014	email to/from LT and SG re: hearing and ruling on motion to stay discovery	0.2
4/14/2014	Meeting w/M Rubin and D Burrell re: arbitration	1
4/15/2014	email to/from D. Reis on briefing schedule	0.1
4/15/2014	draft email to court re: scheduling of hearing and briefing on motion to compel	0.1
4/15/2014	email to LT and SG re: information for declaration	0.9
4/17/2014	emails to/from K Hewitt re: arbitration by NFL commissioner	0.2
4/18/2014	email to/from LT re: declaration	0.4
4/22/2014	email to/from K Hewitt re: arbitration with NFL	0.2
4/22/2014	review transcript of hearing on 4/11/14	0.2
4/23/2014	phone call w/Caitlin Y re: claims	0.7
4/23/2014	email to/from S Sanchez re: experience with Raiders	0.2
4/23/2014	research re: compelling arbitration	3.2
4/23/2014	review pleadings in Jills lasuit	0.4
4/23/2014	phone call w/P Urban re: Buffalo Jills	0.8
4/25/2014	phone call w/LFL and DEB re: email to D Reis re: conditions for arbitration	0.6
4/25/2014	review draft email to D Reis re: arbitration	0.1
4/28/2014	email to/from SG re: declaration	0.4



Timekeeper Sharon R. Vinick		
Date	Activity	Time
4/28/2014	review email from D. Reis re: arbitration	0.1
4/28/2014	meeting w/LFL and DEB re: email from D Reis re: arbitration	0.2
4/29/2014	draft response to D. Reis' email re: arbitration	0.3
4/29/2014	review pleadings in BenGals suit	0.7
4/29/2014	email to/from LT re: info for declaration	0.1
4/29/2014	draft declaration for LT and SG in support of opp to motion to compel arbitration	1.7
4/30/2014	revise declarations of LT and SG in suppot of opp to motion to compel arbitration	0.5
4/30/2014	email from D Reis re: request for additional pages	0.1
4/30/2014	review and revise opp to motion to compel arbitration	2.2
4/30/2014	email to/from SG about training from which LT was excluded	0.1
4/30/2014	meeting w/LFL re: email from D Reis re: arbitration	0.2
4/30/2014	email from SG re: contract signing	0.1
4/30/2014	revise declaration for SG in support of opp to motion to compel arb	0.2
5/1/2014	meeting w/LFL re: email from D Reis re: arbitration	0.3
5/1/2014	draft response to D. Reis' email re: arbitration	0.2
5/1/2014	final review of opp to motion to compel arb	0.5
5/1/2014	final review of declarations of SG and LT in suppot of opp to compel arb	0.2
5/5/2014	meeting with LFL and DEB re: arbitration proposal	0.2
5/7/2014	meeting w/LFL and DEB re: confidentiality of arbitration	0.1
5/7/2014	email to/from LT re: confidentiality provisions	0.2
5/8/2014	meeting with LFL and DEB re: arbitration proposal	0.2
5/8/2014	draft letter to D Reis re: JAMS rules	0.8
5/9/2014	review pleadings filed by Raiders re: motion to compel	0.7
5/12/2014	review and revise stipulation re: arbitration	0.6
5/12/2014	review email from D. Reis re: arbitration	0.1
5/15/2014	meeting w/LFL and DEB re: arbitration agreement	0.2
5/16/2014	review emails between LFL and D Reis re: arbitration	0.2
5/27/2014	review table re: hourly calculation	0.2
5/28/2014	review email from D Reis re: arbitration and discuss same with LFL	0.2
5/29/2014	review email from LFL to D Reis re: arbitration	0.1
5/20/2014	review email from D Reis to LFL re: arbitration	0.1
6/2/2014	phone call w/LT and SG re: receipts and doc production	0.2
6/2/2014	review revisions by D Reis to stip for arbitration	0.1
6/3/2014	review letter from D Reis re: discovery	0.1

Timekeeper Sharon R. Vinick		
Date	Activity	Time
6/3/2014	draft letter to D Reis re: doc production	0.4
6/4/2014	phone call w/LFL re: complaint filed by Caitlin Y.	0.2
6/4/2014	review complaint filed by Caitlin Y	0.3
6/4/2014	phone call with LT re: complaint filed by Caitlin Y	0.2
6/4/2014	meeting w/M Haswell re: penalties	0.2
6/5/2014	phone call w/P Rukin re: interaction of new case with Lacy T's case	0.6
6/9/2014	review memo from M Haswell re: penalties	0.4
6/9/2014	email to M Haswell re: memo and revisions thereto	0.3
6/10/2014	review bank statements from LT re: expenses	0.1
6/11/2014	meeting w/KLS re: expenses from LT	0.1
6/11/2014	email to SG re: expense documents	0.1
6/12/2014	meeting w/Sarah G. re: expenses	0.7
6/16/2014	preliminary review of docs produced by Raiders	4.2
6/16/2014	draft email to D Reis re; docs produced by Raiders	0.9
6/16/2014	meeting w/Dr. Grossman re: analysis of class claims	1.1
6/17/2014	phone call w/C Maxim re: assistance in analyzing docs	0.1
6/17/2014	phone call w/Dr. Grossman re: setting up template for analyzing docs	0.3
6/17/2014	review pleadings in Caitlin Y lawsuit	0.5
6/17/2014	phone call w/P Rukin re: Caitlin Y lawsuit	0.5
6/19/2014	compare 2013 spreadsheet from Raiders to hours maintained by LT and analyze differences	0.5
6/19/2014	meeting w/team re: analysis of civil and statutory penalties	1.2
6/19/2014	analyze docs from Raiders re: payments to class members	4.2
6/19/2014	meeting w/C Maxim re: analysis of appearance hours	0.5
6/20/2014	analyze docs from Raiders re: payments to class members	5.3
6/21/2014	phone call w/Dr. Grossman re: analysis of wage claims	0.6
6/23/2014	create template for analyzing damage claims	1.2
6/25/2014	meeting w/team re: analysis of all damages in case	1.8
6/25/2014	meeting w/Dr. Grossman re: analysis of wage claims	0.6
6/26/2014	phone call w/Dr. Grossman re: civil and statutory penalties and analysis	0.4
6/26/2014	draft introduction to mediation brief	0.9
6/26/2014	phone call w/P Rukin re: analysis of penalties	0.6
6/27/2014	outline mediation brief: damages analyss	1.8
6/27/2014	research re:civil and statutory penalties	1.4
6/30/2014	phone call w/Dr. Grossman re: damages analysis and preliminary results	0.8
6/30/2014	draft mediation brief: damages analysis	3.2

Timekeeper Sharon R. Vinick		
Date	Activity	Time
7/1/2014	draft mediation brief: damages analysis	4.1
7/6/2014	draft mediation brief: damages analysis	5.4
7/7/2014	prepare for team meeting re: damages analysis	1.1
7/7/2014	meeting with team re: damages analysis	1.6
7/7/2014	email to/from KLS re: penalty analysis and chart	0.4
7/7/2014	revise mediation brief: damages analysis	3.9
7/8/2014	phone call w/Dr. Grossman re: damages analysis and penalty analysis	0.7
7/8/2014	research re: statute of limitation on liquidated damages	0.6
7/9/2014	review and revise mediation brief	1.8
7/10/2014	meeting w/team re: damage calculation and strategy in mediation	2.1
7/10/2014	review new charts for mediation; revise same	1.1
7/11/2014	review new charts for mediation; revise same	0.8
7/14/2014	attend mediation	8.5
7/14/2014	meet w/team re: mediation	1.4
7/14/2014	phone call w/P Rukin re: damages analysis	0.7
7/14/2014	phone call w/JKH re: mediation	0.3
7/15/2014	research re: Chindara and picking off class members	0.7
7/15/2014	email from M. Rudy re: publicity	0.1
7/15/2014	phone call w/C Rice re: damages analysis	0.6
7/15/2014	phone call w/J Larkin re: damages analysis	0.4
7/15/2014	draft memo to team re: damages analysis	0.8
7/15/2014	phone call w/B Schwartz re: damages analysis	0.4
7/15/2014	phone call w/LT re: mediation	0.3
7/16/2014	meeting w/LFL and DEB re: mediation and damage analysis	0.7
7/17/2014	meeting w/LFL and DEB re: settlement proposal	0.4
7/17/2014	email from M Rudy re: settlement	0.1
7/17/2014	email to/from M. Rudy re: settlement and plaintiff's position	0.2
7/20/2014	email to/from M. Rudy re: publicity	0.1
7/21/2014	email to Lacy T and Sarah G re: settlement	0.1
7/22/2014	review settlement proposal from M. Rudy; meeting with team re: same	0.4
7/22/2014	phone call w/LT re: settlement	0.2
7/22/2014	phone call w/SG re: settlement	0.1
7/24/2014	draft response to settlement proposal	0.2
7/28/2014	meeting w/M Haswell re: settlement pleadings	0.2
7/28/2014	phone call w/LFL and D Reis re: drafting settlement pleadings	0.2
7/29/2014	review settlement pleadings in other cases	0.6
7/29/2014	review Judge Carville's standing order re: motion for preliminary approval	0.1

SRV

Timekeeper Sharon R. Vinick		
Date	Activity	Time
7/29/2014	analyze docs from Raiders re: class members and compare to database; prepare memo to Dr. Grossman re: same	1.1
7/29/2014	Phone call w/M Haswell re: preliminary approval docs	0.3
7/30/2014	gather docs for preliminary approval motion; review same; draft memo to M Haswell re: same	2.1
7/31/2014	meeting w/ KLS and M Haswell re: settlement distribution analysis	0.3
7/31/2014	draft memo to D Reis re: class members	0.4
7/31/2014	meeting w/KLS re: penalty awards	0.4
8/1/2014	review email from D Reis re: class members; confirm list of class members	0.7
8/1/2014	phone call w/Dr. Grossman re: calculation of penalty award	0.5
8/4/2014	revise draft preliminary approval motion	4.2
8/5/2014	draft Notice to Class members	2.1
8/8/2014	draft Declaration of Sharon R. Vinick in support of Motion for Preliminary Approval'	4.2
8/10/2014	draft Declaration of Sharon R. Vinick in support of Motion for Preliminary Approval'	0.8
8/11/2014	meeting w/KLS re: penalty awards; draft email to D Reis re: same	0.5
8/11/2014	emails to/from D Reis re: settlement allocation	3.1
8/12/2014	revise draft email to D Reis re: allocation of money among class members	0.3
8/12/2014	review revisions to settlement agreement and forward same to D Reis with explanation	0.3
8/15/2014	Review proposal from Reis, mtg	1.1
8/16/2014	review email from D. Reis re: allocation	0.2
8/16/2014	phone call w/LFL re: allocation	0.3
8/18/2014	meeting w/KLS re: allocations and email to D Reis re: same	0.2
8/19/2014	revise all settlement documents to reflect allocation among class members and attorney hours; draft notice of motion and order	5.5
8/20/2014	email to P Rukin re: 1542 waiver and shares	0.1
8/21/2014	phone call w/P Rukin re: waiver and shares	0.3
8/21/2014	revise settlement agreement and draft email to D Reis re: same	0.9
8/26/2014	review share values; email to D Reis re: miscalculations	0.8
8/28/2014	email to/from D. Reis re: share values	0.1
8/28/2014	review revisions to settlement agreement; email to team re: same	0.4

Timekeeper Sharon R. Vinick		
Date	Activity	Time
8/29/2014	send revised settlement agreement to D. Reis	0.4
8/30/2014	review revisions to motion for preliminary approval and supporting documents; revise same	1.2
9/1/2014	email to clients re: final settlement agreement	0.4
9/2/2014	email to D Reis re: finalizing settlement agreement and filing motion for preliminary approval	0.8
9/2/2014	revise pleadings for preliminary approval	3.1
Total time		219.3

**EXHIBIT 10**

Timekeeper Darci E. Burrell		
Staff Name / Event Date	Event Subject	Duration
August 13, 2014 3:02:29 PM PDT	Research re opt-outs and objectors	1.50
August 12, 2014 3:05:00 PM PDT	Review proposed settlement agreement	0.30
August 12, 2014 2:12:00 PM PDT	Review email from SRV to D. Reis	0.10
August 12, 2014 2:11:00 PM PDT	Read email from SRV to D. Reis	0.20
August 12, 2014 2:10:00 PM PDT	Review email from SRV re case	0.10
August 11, 2014 2:09:00 PM PDT	Read email from D. Reis re settlement distribution	0.20
August 4, 2014 2:08:00 PM PDT	Review email from SRV to D. Reis re settlement distribution	0.10
August 1, 2014 2:05:00 PM PDT	Review email exchange between SRV and LFL re case	0.10
July 29, 2014 2:05:00 PM PDT	Review email from SRV re case	0.10
July 29, 2014 2:03:00 PM PDT	Exchange emails with SRV re case	0.20
July 28, 2014 2:03:00 PM PDT	Review email from SRV to MH re case	0.10
July 27, 2014 2:02:00 PM PDT	Review email exchange between LFL and D. Reis re resolution	0.10
July 25, 2014 2:02:00 PM PDT	Review email exchange between LFL and D. Reis re possible resolution	0.10
July 25, 2014 2:01:00 PM PDT	Read email from LFL re case	0.10
July 25, 2014 2:00:00 PM PDT	Review email from LFL to D. Reiss re possible resolution	0.10
July 25, 2014 2:00:00 PM PDT	Review communication from mediator	0.10
July 22, 2014 1:55:00 PM PDT	Review emails from LFL and SRV regarding case	0.10
July 22, 2014 12:27:00 PM PDT	Review email from SRV and attachment re case	0.30
July 22, 2014 12:27:00 PM PDT	Review communication from mediator	0.10
July 21, 2014 11:46:00 AM PDT	Review email from mediator	0.10
July 17, 2014 2:57:00 PM PDT	Meeting with SRV and LFL re case strategy	0.40
July 17, 2014 11:46:00 AM PDT	Review email from LFL to mediator	0.10
July 17, 2014 11:45:00 AM PDT	Read email from mediator	0.10
July 16, 2014 2:56:00 PM PDT	Meeting with SRV, LFL re case strategy	0.70
July 15, 2014 11:44:00 AM PDT	Email exchange with SRV and LFL re case	0.20
July 15, 2014 11:43:00 AM PDT	Review email from mediator	0.10
July 14, 2014 2:55:00 PM PDT	Meeting with SRV, LFL, KS, and MH re case strategy	1.40
July 14, 2014 2:12:00 PM PDT	Attend mediation	8.50
July 14, 2014 11:42:00 AM PDT	Review email from SRV re case	0.10
July 14, 2014 11:42:00 AM PDT	Review register of action/ documents in Caitlin Y case	0.10
July 10, 2014 5:28:42 PM PDT	Meeting re strategy with LFL, SRV, KS and MH	2.10
July 10, 2014 5:28:02 PM PDT	Edit mediation brief	2.29
July 9, 2014 1:55:34 PM PDT	Draft mediation brief	8.80
July 9, 2014 11:41:00 AM PDT	Review register of actions/ documents in Caitlin Y case	0.10

DEB

Timekeeper Darci E. Burrell		
Staff Name / Event Date	Event Subject	Duration
July 8, 2014 11:40:00 AM PDT	Review register of actions/ documents related to Caitlin Y case	0.30
July 8, 2014 11:22:16 AM PDT	Draft mediation brief	6.60
July 7, 2014 11:21:00 AM PDT	Meeting with LFL, SRV, KS, MH re strategy	1.50
July 7, 2014 11:19:00 AM PDT	Draft mediation brief	4.50
July 3, 2014 12:37:31 PM PDT	Draft mediation brief	2.20
July 3, 2014 11:38:00 AM PDT	Review emails from KS and attachments re case	0.20
July 3, 2014 11:35:00 AM PDT	Review register of actions/ documents in Caitlin Y. case	0.10
July 2, 2014 11:34:00 AM PDT	Review register of actions/ documents re Caitlin Y. case	0.10
July 2, 2014 10:54:23 AM PDT	Draft mediation brief	4.40
June 25, 2014 2:52:00 PM PDT	Meeting with KS, SRV, and LFL re case strategy	1.80
June 23, 2014 11:29:00 AM PDT	Review register of actions and documents re Caitlin Y case	0.40
June 19, 2014 2:51:00 PM PDT	Meeting with SRV, LFL, and KS re case strategy	1.20
June 19, 2014 11:27:00 AM PDT	Read email from D. Reis re Raiderette hours	0.20
June 17, 2014 4:40:00 PM PDT	Review email from SRV re case and attachments	0.30
June 17, 2014 11:32:00 AM PDT	Review register of actions/ documents in Caitlin Y. case	0.10
June 17, 2014 11:27:00 AM PDT	Review email from KS to SRV re case	0.10
June 17, 2014 11:26:00 AM PDT	Review email from LFL to D. Reis regarding Raiders document production	0.20
June 17, 2014 11:25:00 AM PDT	Review email from SRV and attachment re case	0.30
June 13, 2014 11:25:00 AM PDT	Review email from LFL to D. Reis re exchange of information	0.10
June 10, 2014 11:24:00 AM PDT	Review email from SRV to clients	0.10
June 5, 2014 11:23:00 AM PDT	Review email exchange between SRV, LFL, and JKH re case	0.10
June 5, 2014 11:22:00 AM PDT	Review notice of related case in Caitlin Y. case	0.10
June 5, 2014 11:21:00 AM PDT	Read email from SRV re case	0.10
June 4, 2014 11:20:00 AM PDT	Review email from SRV re case strategy	0.10
June 4, 2014 11:20:00 AM PDT	Review complaint in Caitlin Y. case	0.30
June 4, 2014 11:19:00 AM PDT	Email exchange with SRV, LFL and KS re case	0.20
June 3, 2014 11:18:00 AM PDT	Review email from LFL to D. Reis re arbitration proposal	0.10
June 3, 2014 11:17:00 AM PDT	Email exchange with LFL and SRV re case	0.30
June 2, 2014 11:16:00 AM PDT	Read email from D. Reis and attachments re arbitration stipulation	0.20
May 30, 2014 11:15:00 AM PDT	Review email exchange between D. Reis and LFL re arbitration stipulation	0.10
May 29, 2014 11:15:00 AM PDT	Review email from LFL to D. Reis re arbitration stipulation	0.10
May 29, 2014 11:14:00 AM PDT	Read email from LFL with attachment re case	0.20
May 29, 2014 11:14:00 AM PDT	Review email from LFL re case	0.10

DEB



Timekeeper Darci E. Burrell		
Staff Name / Event Date	Event Subject	Duration
May 29, 2014 11:13:00 AM PDT	Review email from LFL and attachment re case	0.30
May 28, 2014 11:12:00 AM PDT	Review email from D. Reis re arbitration stipulation	0.10
May 22, 2014 11:11:00 AM PDT	Review email from LFL to D. Reis re arbitration	0.10
May 16, 2014 11:10:00 AM PDT	Review email exchange between LFL and D. Reis re arbitration	0.20
May 16, 2014 11:10:00 AM PDT	Review emails from SRV and LFL re case	0.10
May 15, 2014 2:49:00 PM PDT	Meeting with SRV and LFL re case strategy	0.20
May 13, 2014 11:09:00 AM PDT	Review email from LFL to D. Reis re arbitration	0.10
May 13, 2014 11:08:00 AM PDT	Review email from LFL and attachment re case	0.20
May 12, 2014 11:07:00 AM PDT	Review email from D. Reis re arbitration	0.20
May 11, 2014 11:06:00 AM PDT	Exchange emails with LFL and SRV re case strategy	0.10
May 9, 2014 11:06:00 AM PDT	Review email from LFL to the clients	0.10
May 9, 2014 11:05:00 AM PDT	Review email from D. Reis re arbitration	0.10
May 8, 2014 2:45:00 PM PDT	Meeting with SRV and LFL re case strategy	0.20
May 8, 2014 11:04:00 AM PDT	Read email from LFL to D. Reis re arbitration	0.10
May 7, 2014 2:44:00 PM PDT	Meeting with LFL and SRV re case strategy	0.10
May 7, 2014 11:04:00 AM PDT	Review email from D. Reiss re arbitration	0.10
May 5, 2014 2:44:00 PM PDT	Meeting with LFL and SRV re case strategy	0.20
May 5, 2014 11:03:00 AM PDT	Review email exchange between LFL and D. Reis re arbitration	0.10
May 2, 2014 11:02:00 AM PDT	Review draft of email to D. Reis arbitration	0.10
May 2, 2014 11:01:00 AM PDT	Review email exchange between LFL and SRV re case	0.10
May 2, 2014 11:00:00 AM PDT	Exchange emails with SRV and LFL re case strategy	0.30
May 1, 2014 10:59:00 AM PDT	Review email exchange between LFL, SRV, and JKH re case	0.10
May 1, 2014 10:59:00 AM PDT	Review email from D. Reis re arbitration	0.10
May 1, 2014 10:58:00 AM PDT	Review email exchange between LFL and SRV re case strategy	0.10
May 1, 2014 10:57:00 AM PDT	Review email from D. Reiss re arbitration	0.10
May 1, 2014 9:12:13 AM PDT	Edit opposition to motion to compel arbitration	5.60
April 30, 2014 10:52:00 AM PDT	Read email from D. Reiss re arbitration	0.10
April 30, 2014 10:51:00 AM PDT	Email exchange with LFL and SRV re case	0.20
April 30, 2014 10:50:00 AM PDT	Email exchange with SRV re case	0.10
April 30, 2014 8:15:15 AM PDT	Draft opposition to motion to compel	10.10
April 29, 2014 10:49:00 AM PDT	Read email from LFL to D. Reiss re arbitration	0.10
April 29, 2014 9:07:31 AM PDT	Draft opposition to motion to compel arbitration	9.00
April 28, 2014 2:42:00 PM PDT	Meeting with LFL and SRV re case strategy	0.20
April 28, 2014 10:49:00 AM PDT	Read email from SRV re case	0.10
April 28, 2014 10:48:00 AM PDT	Read email from D. Reiss re arbitration	0.10

DEB

Timekeeper Darci E. Burrell		
Staff Name / Event Date	Event Subject	Duration
April 27, 2014 9:06:00 AM PDT	Draft opposition to motion to compel	4.30
April 26, 2014 10:47:00 AM PDT	Review email from SRV re case	0.10
April 25, 2014 2:41:00 PM PDT	Meeting with SRV and LFL re case strategy	0.60
April 25, 2014 10:47:00 AM PDT	Email exchange with LFL and SRV re case strategy	0.30
April 25, 2014 10:46:00 AM PDT	Review email exchange with LFL and D. Reiss re arbitration	0.10
April 24, 2014 10:45:00 AM PDT	Read email from SRV re case strategy	0.10
April 24, 2014 10:45:00 AM PDT	Review email from LFL re case strategy	0.10
April 24, 2014 10:44:00 AM PDT	Review email from LFL to clients	0.10
April 24, 2014 10:43:00 AM PDT	Review email from D. Reis and attachment re arbitration	0.20
April 24, 2014 9:51:38 AM PDT	Draft opposition to motion to compel arbitration	5.20
April 23, 2014 9:51:00 AM PDT	Research re motion to compel arbitration	4.80
April 22, 2014 9:50:00 AM PDT	Research re motion to compel arbitration	5.70
April 21, 2014 9:50:00 AM PDT	Research re motion to compel arbitration	5.60
April 21, 2014 9:49:00 AM PDT	Research re motion to compel arbitration	4.50
April 18, 2014 10:42:00 AM PDT	Read email from LFL and attachments re case strategy	0.20
April 18, 2014 9:48:00 AM PDT	Research re motion to compel arbitration	5.30
April 17, 2014 9:48:00 AM PDT	Research re motion to compel arbitration	4.20
April 15, 2014 10:40:00 AM PDT	Review email exchange between SRV and D. Reis re timing of hearing on motion to compel arbitration	0.20
April 15, 2014 10:39:00 AM PDT	Email exchange with SRV re timing of opposition to motion to compel arbitration	0.10
April 14, 2014 10:12:00 AM PDT	Meeting with SRV and M. Rubin regarding opposition to motion to compel arbitration	1.00
April 13, 2014 10:12:00 AM PDT	Review email exchange between SRV and M. Rubin re arbitration	0.10
April 11, 2014 10:11:00 AM PDT	Review email from D. Reiss re motion for stay	0.10
April 11, 2014 10:10:00 AM PDT	Review email exchange between SRV and K. Baker re legislative history of Sec. 1281.4	0.10
April 11, 2014 9:38:27 AM PDT	Argument re motion for stay	1.10
April 10, 2014 3:13:51 PM PDT	Research re evidentiary hearing	2.00
April 10, 2014 2:40:00 PM PDT	Meeting with SRV and JKH re case strategy	0.50
April 10, 2014 10:09:00 AM PDT	Email exchange between SRV, LFL, and JKH re case	0.10
April 7, 2014 10:14:35 AM PDT	Review discovery responses	1.70
April 7, 2014 10:08:00 AM PDT	Review email exchange between LFL and L. Bailey re arbitration	0.20
April 4, 2014 10:14:00 AM PDT	Prepare appendix of non- California authorities	1.00
April 3, 2014 10:13:00 AM PDT	Edit opposition to motion for stay	2.50
April 2, 2014 10:11:00 AM PDT	Draft opposition to motion for stay	3.10
April 1, 2014 11:15:06 AM PDT	Draft opposition to motion for stay	4.50
March 31, 2014 11:19:58 AM PDT	Draft opposition to motion for stay	5.20
March 28, 2014 12:21:37 PM PDT	Research re discovery pending motion to compel arb	5.70

Timekeeper Darci E. Burrell		
Staff Name / Event Date	Event Subject	Duration
March 28, 2014 10:06:00 AM PDT	Review email and attachments from L. Bailey re opposition to petition to compel arbitration	0.50
March 27, 2014 12:21:00 PM PDT	Research re motion to compel arbitration	5.30
March 26, 2014 10:53:13 AM PDT	Research re discovery re arbitration agreement	3.20
March 25, 2014 10:52:00 AM PDT	Research re discovery prior re arbitration agreement	2.10
March 25, 2014 10:51:00 AM PDT	Attend CMC	2.50
March 25, 2014 10:05:00 AM PDT	Review email from LFL to D. Reiss re petition to compel arbitration	0.10
March 20, 2014 2:38:00 PM PDT	Meeting with SRV and LFL re case strategy	0.20
March 20, 2014 10:04:00 AM PDT	Review email from D. Reiss re mediation	0.10
March 19, 2014 10:16:00 AM PDT	Draft case management statement	1.60
March 19, 2014 10:03:00 AM PDT	Review email from LFL re case	0.10
March 18, 2014 10:02:00 AM PDT	Review exchange of emails between LFL and D. Reiss re complex determination	0.20
March 17, 2014 10:00:00 AM PDT	Read email exchange between LFL and D. Reiss re mediation	0.10
March 17, 2014 9:59:00 AM PDT	Read email from LFL to D. Reiss re stip to continue CMC	0.10
March 16, 2014 9:58:00 AM PDT	Read email from D. Reiss regarding mediation	0.10
March 15, 2014 9:57:00 AM PDT	Review email from LFL regarding case and attachment	0.20
March 15, 2014 9:56:00 AM PDT	Email exchange with LFL, SRV re case strategy	0.30
March 15, 2014 9:56:00 AM PDT	Review edits to email to D. Reiss re mediation	0.10
March 15, 2014 9:55:00 AM PDT	Review email from LFL re case strategy	0.20
March 15, 2014 9:54:00 AM PDT	Review draft email to D. Reiss re mediation	0.20
March 14, 2014 9:53:00 AM PDT	Email exchange with LFL and SRV re case strategy	0.20
March 12, 2014 9:52:00 AM PDT	Review email exchange between LFL, D. Reiss, and J. Clark re mediation	0.10
March 11, 2014 2:36:00 PM PDT	Meeting with SRV re LWDA letter	0.20
March 10, 2014 9:51:00 AM PDT	Review email exchange between LFL and D. Reiss re mediation	0.10
March 6, 2014 9:50:00 AM PST	Review email exchange between LFL and D. Reiss re mediation	0.10
March 3, 2014 3:25:00 PM PST	Draft letter to LWDA re Raiders claim to cure violations	1.60
February 27, 2014 3:22:00 PM PST	Research re cure of PAGA claims	1.00
February 27, 2014 3:21:00 PM PST	Review letter from D. Reiss to LWDA	0.30
February 24, 2014 3:24:00 PM PST	Review letter from LWDA	0.20
February 24, 2014 3:15:00 PM PST	Draft second amended complaint	1.70
February 24, 2014 9:49:00 AM PST	Review email exchange between SRV and Dept. 21 clerk re complex determination hearing	0.10

DEB

Timekeeper Darci E. Burrell		
Staff Name / Event Date	Event Subject	Duration
February 11, 2014 9:47:00 AM PST	Email exchange with SRV and LFL re case strategy	0.20
February 3, 2014 3:14:00 PM PST	Revise amended complaint	0.40
January 30, 2014 3:10:00 PM PST	Draft amended complaint	1.50
January 30, 2014 9:45:00 AM PST	Exchange emails with SRV and LFL re case	0.20
January 27, 2014 9:44:00 AM PST	Phone call with potential class member	0.40
January 24, 2014 9:43:00 AM PST	Phone call with father of potential class member	0.40
January 24, 2014 9:42:00 AM PST	Review email from SRV regarding case	0.10
January 24, 2014 9:41:00 AM PST	Exchange emails with potential class member	0.30
January 24, 2014 9:39:00 AM PST	Review email from potential class member and emails from LFL and SRV regarding same	0.20
January 21, 2014 4:42:00 PM PST	Review draft letter to Raiders General Counsel	0.10
January 17, 2014 4:41:00 PM PST	Draft email to SRV, LFL, and KS re case	0.20
January 17, 2014 4:40:00 PM PST	Revise complaint	0.70
January 17, 2014 3:19:00 PM PST	Draft LWDA letter	1.10
January 17, 2014 2:34:00 PM PST	Phone call with SRV and KS re case strategy	0.20
January 17, 2014 2:33:00 PM PST	Meeting with SRV, LFL re case strategy	0.50
January 17, 2014 2:32:00 PM PST	Meeting with SRV, LFL, and KS re case strategy	1.50
January 15, 2014 4:39:00 PM PST	Review email from LFL re case	0.10
January 15, 2014 4:38:00 PM PST	Read email from LFL to client	0.10
January 8, 2014 4:37:00 PM PST	Exchange email with KS, SRV and LFL re case strategy	0.40
January 8, 2014 4:37:00 PM PST	Read email from SRV to client	0.10
January 8, 2014 4:36:00 PM PST	Exchange emails with KS re case strategy	0.30
January 8, 2014 4:35:00 PM PST	Revise complaint	5.20
January 8, 2014 2:30:00 PM PST	Meeting with SRV, LFL re case	0.40
January 7, 2014 4:34:00 PM PST	Review email from SRV re case strategy	0.10
January 2, 2014 4:33:00 PM PST	Read email from client	0.10
January 2, 2014 4:33:00 PM PST	Review email from SRV to client	0.10
December 28, 2013 4:32:00 PM PST	Review email and attachment from client	0.30
December 27, 2013 4:31:00 PM PST	Review email from Sharon re case	0.10
December 26, 2013 4:31:00 PM PST	Read email from SRV to client	0.10
December 26, 2013 2:29:00 PM PST	Email to/from SRV re case	0.10

DEB

Timekeeper Darci E. Burrell		
Staff Name / Event Date	Event Subject	Duration
December 22, 2013 4:30:00 PM PST	Review document from client	0.30
December 19, 2013 4:30:00 PM PST	Review email from LFL re case	0.10
December 17, 2013 3:00:52 PM PST	Draft complaint	2.40
December 16, 2013 11:29:05 AM PST	Draft complaint	0.10
December 13, 2013 3:00:00 PM PST	Research re claims for complaint	2.10
December 11, 2013 2:27:00 PM PST	Review email from SRV re case	0.10
December 5, 2013 3:38:00 PM PST	Read email from client	0.10
December 2, 2013 2:26:00 PM PST	Meeting with client, SRV, LFL, and KS	1.80
November 26, 2013 3:37:00 PM PST	Review emails from LFL and SRV re case against MLB	0.10
November 18, 2013 2:25:00 PM PST	Review/analyze client documents	1.50
July 29, 2013 3:31:00 PM PDT	Read emails with client re retainer agreement	0.10
July 29, 2013 3:31:00 PM PDT	Review documents from client	0.60
July 25, 2013 3:30:00 PM PDT	Review emails from client and husband re case	0.20
July 25, 2013 2:18:00 PM PDT	Meeting with SRV, LFL, and KS re case	0.50
July 25, 2013 2:16:00 PM PDT	Meeting with Lacy, SRV, LFL and JKH	2.20
July 24, 2013 3:29:00 PM PDT	Review email from clients husband re case	0.20
July 16, 2013 2:15:00 PM PDT	Meeting with SRV, LFL and KLS re case	0.50
July 12, 2013 2:14:00 PM PDT	Email to/from SRV, LFL, and JKH re case	0.10

206.79

**EXHIBIT 11**

Timekeeper Katherine L. Smith

Lacy T	Description	Time (hrs)
7/16/2013	Meeting with SRV, LFL and DEB about potential client and claims	0.5
7/25/2013	meeting with SRV LFL and DEB about their meeting with Lacy T and possible class claims	1.0
7/25/2013	Review Lacy T's employment contract with Raiders. Compare to labor code to identify illegal provisions	4.5
10/4/2013	Review client file, organize client documents, begin preliminary research about W&H violations and applicable Wage Orders .	2.3
12/2/2013	meeting with client	1.8
12/17/2013	Review/edit Complaint	1.0
12/20/2013	Research requirements for filing under pseudonym. Whether petition for leave (1) must be filed and granted before filing complaint, (2) may be concurrent with pleading, (3) may be filed after complaint	1.7
12/26/2013	Read email from client	0.1
12/26/2013	read email from LFL re case strategy	0.1
12/26/2013	Review Lacy T's Timesheet (her personally created spreadsheet) and calculations to verify accuracy and identify scope of wage and hour law violations	4.2
12/26/2013	draft email to LFL re case	0.1
12/26/2012	Meeting with SRV to discuss allegations and data Lacy kept ( whether to pursue meal/rest break violations for game days)	0.3
12/26/2013	Email to client to gather additional information regarding data kept/collected in Timesheet	0.2
12/26/2013	Review email from client regarding her time records	0.1
12/26/2013	draft email to LFL, SRV, DEB re case	0.1
12/27/2013	Compile data from practices, events, game days and required salon appointments into one spreadsheet to identify all days and hours worked. Imbed formulas to calculate wages earned and owed	7.5
12/27/2013	draft/send email to SRV re Lacy's time records	0.2
12/27/2013	Communicated with client to verify accuracy of all days/hours and times worked. Got clarification about required overnight events	0.1
12/27/2013	Meeting with SRV about client's timesheets and strategy re case	0.3
12/27/2013	Communicated with client about allegations in complaint to verify accuracy	0.2
1/3/2014	Strategy meeting with JKH and LFL regarding allegations	0.5
1/3/2014	Create second spreadsheet for hours Lacy worked calculating based on all uncompensated hours. Hours for home games and events were removed if she received (or was promised under contract) any remuneration. Re-calculated all statutory penalties, civil penalties and premium pay owed for wage and hour/ labor code violations	6.6
1/3/2014	read/respond to email from LFL re complaint	0.2
1/3/2014	communicate with SRV re hourly rate	0.2
1/6/2014	Discuss with client the various events and appearances required and determine which were allocated toward the 10 required "charity" events.	0.1
1/6/2014	communicate with SRV re client's timesheets	0.2
1/6/2014	communicate with G Trupiano re case	0.2
1/8/2014	read/respond to email from DEB re case analysis spreadsheets created	0.2

KLS

Timekeeper Katherine L. Smith

Lacy T	Description	Time (hrs)
1/8/2014	read/respond to email from SRV re case	0.3
1/8/2014	read/respond to email from LFL re case	0.2
1/8/2014	read communication from client re time records and edit complaint and analysis spreadsheets	1.2
1/13/2014	read communication from client re case and records	0.3
1/15/2014	read/respond to email from LFL re pseudonym research	0.1
1/17/2014	download image of client paystub to client file. Analyze paystub compared with client's time records	2.5
1/17/2014	read emails from SRV, LFL and DEB re case	0.5
1/17/2014	Strategy meeting with DEB regarding apparent attempt by Raiders to pay minimum wage for practice hours and game hours.	0.2
1/17/2014	meeting with SRV, DEB, and LFL about client's paycheck and impact on allegations and causes of action	1.5
1/17/2014	communicate with SRV and DEB about breach of contract cause of action	0.2
1/17/2014	revise calculations for damages/penalties based on paystub	3.4
1/20/2014	Research viability of breach of contract claim for failing to pay contract rate for game days	0.5
1/20/2014	Review/edit Complaint.	1.8
1/21/2014	Research public policy behind doe plaintiff identify cases to support application to file under abbreviated name	0.6
2/3/2014	review edit 1st amended complaint (add Sarah G)	0.4
2/25/2014	review PAGA letter and discuss with DEB amended complaint	0.3
3/3/2014	review edit 2d amended complaint (add PAGA)	0.7
3/25/2014	cite check defendant's motion to compel arbitration. Analyze argument v. law	1.2
3/27/2014	research re motion to stay pending motion to compel arbitration and discovery for opposition to motion	1.6
4/7/2014	Research arbitration and unconscionability standards. Print screens of NFL Bylaws re NFL Commr and convert to PDFs (secured PDF could not be printed or saved)	4.0
4/11/2014	observe hearing on motion to stay	1.5
4/29/2014	Edit/cite check all case law for P's oppo to Motion to Compel Arbitration. Cite check all case law cited in Def's Motion to compel	4.5
4/30/2014	Edit/cite check P's oppo to Motion to Compel Arb	2.5
5/27/2014	communication with SRV and DEB re calculations/ analysis of documents	0.5
6/4/2014	read/review complaint against Raiders filed by Caitlin Y	0.5
6/11/2014	Discuss with clients additional information needed for production. Clarify information in documents provided	0.2
6/11/2014	Review updated spreadsheet with additions to business expenses.	0.4
6/11/2014	meeting with SRV to discuss banking documents from Lacy T and Sarah G	0.1
6/13/2014	phone call with client to discuss dates of deposit and payer based on payment/checks for event appearances	0.6
6/13/2014	review/respond to email to/from client regarding banking documents	0.2



Timekeeper Katherine L. Smith

Lacy T	Description	Time (hrs)
6/13/2014	Discovery production. Review all documents provided by Lacy and Sarah. Create spreadsheet of calculations based on banking information provided by Sarah and mileage calculations for events attended by Sarah. Gather documents for production for mediation purposes. Convert to PDF, bates stamp, redact, and designate confidential.	6.0
6/13/2014	communication with SRV and DEB re calculations/ analysis of documents	0.2
6/13/2014	Meeting with SRV, LFL and DEB to discuss Defendant's production of documents	0.5
6/15/2014	Attempt to convert image files (produced by Defendant) into spreadsheets to replicate their original (native) format. Manually enter data from Sum of Earn Amount into xls file	4.0
6/16/2014	Meeting with LFL to discuss Raiders' discovery responses. Discuss options to get native format. Discuss content of Raider production	0.6
6/16/2014	Strategy meeting with SRV to discuss allocation of resources to sort through Raider's production. Discuss Google Drive data entry	1.5
6/17/2014	Discuss with Sarah G why some former Raiderettes members received more than contract (more than 1250) or less than contract	0.2
6/17/2014	review with SRV spreadsheet created from Sum Earn Amount and	0.2
6/18/2014	Call with SRV to discuss google drive Googlesheets and C Maxim's assignment	0.1
6/18/2014	Meet with C Maxim to discuss data entry project and explain google drive document properties	0.5
6/18/2014	input data into spreadsheet on google drive.	3.0
6/19/2014	input data into spreadsheet on google drive.	5.0
6/19/2014	review xls document belatedly produced by raiders intending to show hours worked in 2013	0.2
6/20/2014	input data into spreadsheet on google drive. Compare data from what seemed to be 2 versions of same information sorted and presented differently from Raiders production. Identify inconsistencies	4.0
6/23/2014	Discussion with SRV, LFL, DEB and Kai about statutory penalties, and PAGA penalties research	1.5
6/23/2014	research calculation of statutory W&H damages/penalties in CA cases	3.7
6/24/2014	analyze data from google drive to calculate civil penalties. Create alternate calculation based on various wage rates	2.5
6/25/2014	research California cases for determination of hourly rate when paid more than one rate	5.0
6/26/2014	create calculations for alternate wage rates based on type of work performed	2.0
6/27/2014	analyze/compare data from defendant's production with google drive to confirm accuracy of data input	2.5
6/27/2014	calculate and analyze data in defendant's production. Analyze to identify and replicate formulas	3.0
7/2/2014	research/shephardze case law to support mediation brief arguments	2.5
7/7/2014	communicate with SRV re calculations for mediation brief and presentation of data in brief	0.3
7/7/2014	research application of non-PAGA statutory damages/penalties for more than one year	2.5

KLS

Timekeeper Katherine L. Smith

Lacy T	Description	Time (hrs)
7/7/2014	prep calculations for mediation brief damages	1.5
7/8/2014	Create 6 alternate formulas for calculating 210 penalties. Create formulas for calculating average weighted hourly rate based on each hour worked at each pay rate including paid appearances and gameday	4.0
7/9/2014	review/edit mediation brief. Double check all math. Insert chart with penalties available and amounts.	1.5
7/10/2014	meeting with SRV LFL and DEB regarding statutory civil penalty and PAGA calculation for mediation.	2.1
7/10/2014	Create spreadsheet with calculations based on PAGA and non PAGA penalties. Create spreadsheet with 16 alternate calculations for statutory/civil penalties, PAGA penalties, liquidated damages and statutory damages other than unpaid wages	3.0
7/10/2014	replace charts in mediation brief. Finalize brief	0.5
7/10/2014	set up modifiable/manipulatable charts for mediation day use	0.5
7/14/2014	Attend Mediation - (during mediation performed research - chindara, pickup sticks)	8.2
7/14/2014	meeting with SRV, LFL, and DEB after mediation	1.3
7/22/2014	review mediators proposal and defendant's conditions	0.2
7/22/2014	calculate gross distribution options	0.2
7/29/2014	Meeting with MH to identify non-wage allocations for settlement	1.0
7/31/2014	Meeting with SRV and MH re settlement distribution analysis	0.3
8/1/2014	communicate with LFL, SRV re attorney hours for case	0.1
8/1/2014	combine hours data from SRV and KLS into one spreadsheet and send to LFL	0.1
8/6/2014	review communication from D Reis re allocation of settlement and communicate with SRV talking points	0.2
8/11/2014	create modified settlement distribution analysis spreadsheet for wages and non-PAGA damages/penalties	2.0
8/11/2014	analyze methodology of distribution suggested by D. Reis, check their math and labor code sections	1.8
8/11/2014	create new modified distribution chart based on areas of compromise	1.0
8/11/2014	communicate with SRV re distribution	0.2
8/12/2014	Meeting with LFL to discuss settlement strategy and distribution. Modify calculations	0.3
8/12/2014	call with SRV and LFL to discuss settlement strategy and distribution	0.2
8/12/2014	Review settlement agreement and edit for content and grammar	1.7
8/12/2014	revise and update spreadsheets to deliver to D. Reis	0.4
8/12/2014	draft language for declaration regarding work on case	0.3
8/15/2014	review subsequent modifications to distribution suggested by D. Reis analyze pdf of distribution calculations	0.6
8/18/2014	identify errors in D. Reis calculations and draft response	1.3
8/18/2014	communication with SRV re distribution variable and modifications to distribution amounts	0.1
8/18/2014	create a third alternate distribution calculation spreadsheet and provide analysis to SRV to send to D Reis	2.0

Timekeeper Katherine L. Smith

Lacy T	Description	Time (hrs)
8/19/2014	create final distribution calculation spreadsheet based on pro rata shares and percentage allocation for wages and non-wages	0.8
8/19/2014	Read and respond to emails from SRV regarding case and settlement	0.3
8/19/2014	Review and edit SRV declaration and class notice	0.8
8/21/2014	Review and edit settlement agreement, MPA, notice of motion, proposed order and declaration of SRV, Lacy T and Sarah G	2.5
8/22/2014	Review and edit proposed order and declaration of SRV, Lacy T and Sarah G	1.0
8/22/2014	Read and respond to emails from SRV, LFL, DEB regarding case and settlement	0.4
8/22/2014	Research whether appearance by the objector is necessary at fairness hearing	0.3
9/2/2014	Adjust all calculations and numbers in MPA and Decl based on % allocation rounding	2.0
TOTAL		162.8

**EXHIBIT 12**

Timekeeper Malachi J. Haswell		
Date	Description	Hours
6/16/2014	Research Memo	3.4
6/17/2014	Research Memo	4.5
6/19/2014	Research Memo	5.8
6/20/2014	Research Memo	6.5
6/23/2014	Meeting with attys	1.5
7/7/2014	Meeting with Partners	2.6
7/14/2014	Mediation	9.5
7/29/2014	Mot Prelim Approval	4.6
8/4/2014	Mot Prelim Approval	4.5
8/5/2014	Mot Prelim Approval	5.4
8/6/2014	Mot Prelim Approval	5.2
8/7/2014	Mot Prelim Approval	1.8
8/11/2014	Mot Prelim Approval	1.5
6/18/2014	Research Memo	6.3
6/23/2014	Research	1.2
7/8/2014	Research	0.4
7/22/2014	Research	2.4
7/24/2014	Research	2.1
7/30/2014	Mot Prelim Approval	5.3
7/31/2014	Mot Prelim Approval	4.4
8/1/2014	Mot Prelim Approval	4
Total		82.9

**EXHIBIT 13**

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Nickname T [REDACTED] Lacy [REDACTED] 231

Full Name

Address

Phone

Fax

Home

Other

In Ref To

Fees Arrg. By billing value on each slip

Expense Arrg. By billing value on each slip

Tax Profile Exempt

Last bill

Last charge 8/19/2014

Last payment Amount \$0.00

Total of billable time slips \$0.00

Date	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
12/31/2013	Jan Copying December Copying	0.25	8.000	2.00	Billable
1/14/2014	Jan Telephone 800 Number	53.24	1.000	53.24	Billable
1/16/2014	Jan Research Research Costs	42.01	1.000	42.01	Billable
1/21/2014	Jan Court fees Filing Fee	1435.00	1.000	1,435.00	Billable
2/6/2014	Jan Copying Copies through February 5th	0.25	268.000	67.00	Billable
2/6/2014	Jan Litigation support vendors Consultation with Elaine Elinson	2537.50	1.000	2,537.50	Billable
2/13/2014	Jan Research Research Costs	25.73	1.000	25.73	Billable
2/17/2014	Jan Telephone 800 Number	43.26	1.000	43.26	Billable

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T [REDACTED] Lacy [REDACTED] (continued)

Date	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
2/28/2014	Jan Postage February Postage	0.48	1.000	0.48	Billable
2/28/2014	Jan Research Research Costs	16.99	1.000	16.99	Billable
3/8/2014	Jan Delivery services/messengers Delivery to Arnold & Porter	51.52	1.000	51.52	Billable
3/11/2014	Jan Jury Fees Jury Fees	150.00	1.000	150.00	Billable
3/15/2014	Jan Telephone 800 Number	29.51	1.000	29.51	Billable
3/18/2014	Jan Delivery services/messengers Delivery of Stipulation & Order for Complex Case Management Conference Scheduling in Alameda County Superior Court	54.65	1.000	54.65	Billable
3/18/2014	Jan Court fees Filing Fee for Stipulation & Order for Complex Case Management Conference Scheduling in Alameda County Superior Court	20.00	1.000	20.00	Billable
3/31/2014	Jan Postage March Postage	11.37	1.000	11.37	Billable
3/31/2014	Jan Copying March Copies	0.25	154.000	38.50	Billable
3/31/2014	Jan Research Research Costs	21.16	1.000	21.16	Billable
3/31/2014	Jan Research Research Costs	288.35	1.000	288.35	Billable



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T [REDACTED] Lacy [REDACTED] (continued)

Date	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
4/2/2014	Jan Delivery services/messengers Federal Express to Arnold & Porter LLP	17.05	1.000	17.05	Billable
4/3/2014	Jan Other professionals Elaine Ellinson	175.00	1.000	175.00	Billable
4/4/2014	Jan Delivery services/messengers Deliver to Alameda Superior	60.48	1.000	60.48	Billable
4/4/2014	Jan Delivery services/messengers From Alameda Superior to LVBH	22.75	1.000	22.75	Billable
4/4/2014	Jan Delivery services/messengers From LVBH to Arnold & Porter	64.96	1.000	64.96	Billable
4/10/2014	Jan Delivery services/messengers Delivery to Arnold and Porter	51.52	1.000	51.52	Billable
4/15/2014	Jan Telephone 800 Number	30.51	1.000	30.51	Billable
4/21/2014	Jan Litigation support vendors Conferencing	20.10	1.000	20.10	Billable
4/22/2014	Jan Deposition/DEP Transcript of Court Appearance	508.20	1.000	508.20	Billable
4/30/2014	Jan Copying April Copying	0.25	644.000	161.00	Billable
4/30/2014	Jan Postage April Postage	0.48	1.000	0.48	Billable
4/30/2014	Jan Research Research Costs	351.46	1.000	351.46	Billable

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T [REDACTED] Lacy [REDACTED] (continued)

Date	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
4/30/2014	Jan Delivery services/messengers Federal Express to Arnold & Palmer	17.05	1.000	17.05	Billable
5/2/2014	Jan Delivery services/messengers Federal Express to Arnold & Porter	20.19	1.000	20.19	Billable
5/2/2014	Jan Litigation support vendors Pacer	2.10	1.000	2.10	Billable
5/10/2014	Jan Delivery services/messengers To Alameda County Superior Court and back to LVBH	66.79	1.000	66.79	Billable
5/15/2014	Jan Telephone 800 Number	32.48	1.000	32.48	Billable
5/31/2014	Jan Copying May copying	0.25	441.000	110.25	Billable
5/31/2014	Jan Research Research Costs	60.15	1.000	60.15	Billable
6/3/2014	Jan Court fees Filing fee - Superior Court Alameda	20.00	1.000	20.00	Billable
6/4/2014	Jan Copying Copies from Alameda County Superior	4.00	1.000	4.00	Billable
6/5/2014	Jan Delivery services/messengers Deliver Reply to Defs Opposition to Plaintiffs Motion to Compel Santa Clara	106.35	1.000	106.35	Billable
6/15/2014	Jan Telephone 800 Number	28.21	1.000	28.21	Billable
6/20/2014	Jan Copying Copies from Alameda County Superior	4.00	1.000	4.00	Billable

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T [REDACTED] Lacy [REDACTED] (continued)

Date	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
6/20/2014	Jan Copying Copies from Alameda County Superior	2.00	1.000	2.00	Billable
6/23/2014	Jan Copying Copies from Alameda County Superior	5.00	1.000	5.00	Billable
6/27/2014	Jan Litigation support vendors Document Analysis - Cindy Maxim	575.00	1.000	575.00	Billable
6/27/2014	Jan Mediation Expenses Mediation with Mark Rudy	2750.00	1.000	2,750.00	Billable
6/30/2014	Jan Postage June Postage	2.28	1.000	2.28	Billable
6/30/2014	Jan Copying June Copies	0.25	17.000	4.25	Billable
6/30/2014	Jan Research Research Costs	109.60	1.000	109.60	Billable
6/30/2014	Jan Copying Copies from Alameda County Superior	27.00	1.000	27.00	Billable
7/2/2014	Jan Copying Copies from Alameda County Superior	11.50	1.000	11.50	Billable
7/3/2014	Jan Copying Copies from Alameda County Superior	1.00	1.000	1.00	Billable
7/8/2014	Jan Copying Copies from Alameda County Superior	34.00	1.000	34.00	Billable
7/9/2014	Jan Copying Copies from Alameda County Superior	27.00	1.000	27.00	Billable

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T [REDACTED] Lacy [REDACTED] (continued)

Date	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
7/14/2014	Jan Copying Copies from Alameda County Superior	26.50	1.000	26.50	Billable
7/15/2014	Jan Parking Parking at 345 California	36.00	1.000	36.00	Billable
7/16/2014	Jan Telephone 800 Number	15.76	1.000	15.76	Billable
7/16/2014	Jan Meals Meal at Michael Mina	92.65	1.000	92.65	Billable
7/16/2014	Jan Meals Meal at Cafe Madeleine	95.36	1.000	95.36	Billable
7/18/2014	Jan Copying Copies from Alameda County Superior	2.00	1.000	2.00	Billable
7/18/2014	Jan Copying Copies from Alameda County Superior	2.00	1.000	2.00	Billable
7/18/2014	Jan Copying Copies from Alameda County Superior	6.00	1.000	6.00	Billable
7/29/2014	Jan Delivery services/messengers Filing Stipulation and Order re Jurisdiction in Alameda County Superior Court	104.35	1.000	104.35	Billable
7/29/2014	Jan Court fees Court Fees re Stipulation and Order re Jurisdiction in Alameda County Superior Court	20.00	1.000	20.00	Billable
7/30/2014	Jan Telephone 800 Number	4.65	1.000	4.65	Billable

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Date	Timekeeper Expense	Price Markup %	Quantity	Amount	Total
7/31/2014	Jan Copying July 2014 Copies	0.25	9.000	2.25	Billable
7/31/2014	Jan Research Research Costs	340.44	1.000	340.44	Billable
8/1/2014	Jan Delivery services/messengers Filing in Alameda County Superior	127.00	1.000	127.00	Billable
8/5/2014	Jan Court fees Pacer	2.10	1.000	2.10	Billable
8/14/2014	Jan Experts Expert Witness - Arie W. Grossman re Compensation Issues	11200.00	1.000	11,200.00	Billable
8/19/2014	Jan Delivery services/messengers Federal Express to Resident in Sulphur Louisiana	32.87	1.000	32.87	Billable
TOTAL	Billable Costs				<u>\$22,481.91</u>

	Amount	Total
Total of Fees (Time Charges)		\$0.00
Total of Costs (Expense Charges)		\$22,481.91
Total new charges		<u>\$22,481.91</u>
Total New Balance		<u>\$22,481.91</u>