

**ATTENTION: If you are a person with a mobility disability who uses a wheelchair, scooter, or other aid for mobility, and you bought, tried to buy, or someone else bought on your behalf a ticket for accessible seating at LEVI'S STADIUM, a class action lawsuit may affect your rights.**

A federal court authorized this notice. This is not an advertisement.

You are a potential Damages Class Member in this lawsuit. **PLEASE READ THIS NOTICE CAREFULLY.**

- The lawsuit claims that the Forty Niners Defendants (Forty Niners Football Company, LLC, Forty Niners SC Stadium Company, LLC, and Forty Niners Stadium Management Company, LLC) discriminated against individuals with mobility disabilities and their companions by denying them full and equal access to Levi's Stadium due to physical access barriers at the Stadium; in the parking lots, shuttles, and pedestrian right of way that serve the Stadium; and in the services provided.
- Defendants deny that they have any liability in this case and deny that they discriminated against individuals with mobility disabilities.
- A Federal Court has allowed the lawsuit to proceed as a class action. You are receiving this notice because according to the Forty Niners Defendants' records, you are potentially a member of the "**Damages Class**," which includes persons who use wheelchairs, scooters, or other mobility aids who were denied full and equal access to Levi's Stadium when attending an event at the Stadium on or after April 13, 2015. For each member of the Damages Class, this lawsuit seeks from the Forty Niners Defendants statutory minimum damages of \$4,000 for each event for each Class Member where the Class Member was denied full and equal access, under the California Unruh Civil Rights Act.
- The lawyers for the Damages Class ("Class Counsel") will have to prove the claims of the Class at trial or the parties would have to settle in order for money to become available. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<p><b>REMAIN PART OF THE DAMAGES CLASS (REQUIRES NO ACTION BY YOU AT THIS TIME)</b></p>	<p><b>Stay in this lawsuit. Seek money if awarded. Give up certain rights.</b> By doing nothing, you keep the possibility of getting money and benefits that may come from a trial or a settlement in this case. But, you will give up any rights to sue the Forty Niners Defendants separately for actual, statutory, or treble damages arising from violations of the California Unruh Civil Rights Act that occurred on or after April 13, 2015. Actual or treble damages may be greater than the statutory minimum damages provided for by the California Unruh Civil Rights Act (\$4,000 per event in which you were denied full and equal access).</p>
<p><b>ASK TO BE EXCLUDED FROM DAMAGES CLASS (REQUIRES ACTION BY FEBRUARY 11, 2019)</b></p>	<p><b>Get out of the damages part of this lawsuit. Get no money from it. Keep rights.</b> If you wish to be excluded, you must do so in writing by <b>February 11, 2019</b>. If you ask to be excluded and money is later recovered for the Damages Class, you won't share in it. But, you keep your right to sue the Forty Niners Defendants separately for actual, statutory, or treble damages arising from violations of the California Unruh Civil Rights Act, and to control your own lawsuit. Legal deadlines limit the time for bringing suit.</p>

- Your options are explained in this notice.
- No relief will be provided unless Class Counsel prove the claims against Defendants at trial or the parties reach a settlement.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION ..... PAGE 3**

- 1. Why did I get this notice?
- 2. What is this lawsuit about?
- 3. What is a class action and who is involved?
- 4. Why is this lawsuit a class action?

**THE CLAIMS IN THE LAWSUIT..... PAGE 4**

- 5. What does the lawsuit complain about?
- 6. How do Defendants respond?
- 7. Has the Court decided who is right?
- 8. What are the Damages Class Members asking for?
- 9. Is there any money available now?

**WHO IS IN THE CLASS? ..... PAGE 4**

- 10. Am I a Damages Class Member?
- 11. I'm still not sure if I am included.

**YOUR RIGHTS AND OPTIONS ..... PAGE 4**

- 12. What if I want to be included?
- 13. What if I do nothing?
- 14. What if I want to be excluded?
- 15. Why would I ask to be excluded?

**THE LAWYERS REPRESENTING YOU ..... PAGE 5**

- 16. Do I have a lawyer in this case?
- 17. Should I get my own lawyer?
- 18. How will the lawyers be paid?

**THE TRIAL ..... PAGE 6**

- 19. How and when will the Court decide who is right?
- 20. Do I have to come to the trial?
- 21. Will I get money after the trial?

**GETTING MORE INFORMATION ..... PAGE 6**

- 22. Are more details available?

## BASIC INFORMATION

### 1. **Why did I get this notice?**

This notice explains that the Court has permitted, or “certified,” a class action, including a Damages Class, that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial will decide whether the claims being made against Defendants, on behalf of individuals with mobility disabilities and their companions, are correct. Judge Lucy H. Koh of the United States District Court for the Northern District of California, San Jose Division, is overseeing this class action. The lawsuit is called *Nevarez, et al. v. Forty Niners Football Company, LLC, et al.*, Case No. 16-CV-07013-LHK (SVK).

### 2. **What is this lawsuit about?**

This lawsuit concerns whether the Defendants have violated state and federal disability access laws by failing to make Levi’s Stadium, the parking lots, pedestrian right of way, and shuttles that serve it, as well as the ticketing and other services Defendants provide to the public, readily accessible to individuals with mobility disabilities and their nondisabled companions.

### 3. **What is a class action and who is involved?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Abdul Nevarez for the Damages Class) sue on behalf of other people who may have similar claims. The people together are a “Class” or “Class Members.” The individuals who sue on behalf of the Class are called the “Plaintiffs.” The companies or entities they sue are called the “Defendants.” The Defendants in this case are: Forty Niners Football Company, LLC; Forty Niners SC Stadium Company, LLC; and Forty Niners Stadium Management Company, LLC. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Damages Class.

### 4. **Why is this lawsuit a class action?**

The Court decided that this lawsuit can be a class action. Specifically, the Court found that:

- Levi’s Stadium has many customers who are individuals with mobility disabilities who have bought, tried to buy, or will buy tickets for accessible seating for events at the Stadium, and many customers who are companions who have bought, tried to buy, or will buy companion seating to attend events at Levi’s Stadium;
- The Court can determine on a class basis whether access barriers exist at Levi’s Stadium or related facilities, and whether these barriers deny individuals with mobility disabilities and their companions full and equal access to the Stadium;
- The Class Representative’s claims are typical of the claims of the rest of the Class;
- The Class Representatives and the lawyers representing the Class (“Class Counsel”) will fairly and adequately represent the interests of the Class;
- The Damages Class may seek statutory minimum damages arising from access barriers that may exist at Levi’s Stadium under the California Unruh Act.

## THE CLAIMS IN THE LAWSUIT

### 5. **What does the lawsuit complain about?**

In the lawsuit, the Plaintiffs say that individuals with mobility disabilities (specifically those individuals who use wheelchairs, scooters, or other mobility aids for mobility) and their nondisabled companions have been discriminated against because they have been denied full and equal access to Levi’s Stadium and related facilities, services, amenities, and privileges. Plaintiffs claim the Stadium was not built to comply with federal and state accessibility standards; that the parking lots, pedestrian right of way connecting the parking lots and the Stadium, and shuttles serving the Stadium are not accessible to individuals with mobility disabilities; and that the Defendants fail to reasonably modify their policies to accommodate individuals with disabilities and their companions, including selling tickets for events.

Plaintiffs allege that these barriers, policies and practices violate Titles II and III of the Americans with Disabilities Act (“ADA”) and the California Unruh Civil Rights Act. You can read the Plaintiffs’ Fourth Amended Class Action Complaint at [www.49ersstadiumclassaction.com](http://www.49ersstadiumclassaction.com), which is a website set up by the Plaintiffs.

**6. How do Defendants respond?**

Defendants deny that they have any liability in this case and deny that they discriminated against individuals with mobility disabilities. They allege that the Stadium provides full and equal access to persons with disabilities, and their policies and practices are designed to, and do, properly accommodate persons with such disabilities. They have filed a “third-party complaint” against Turner/Devcon, the company hired to build Levi’s Stadium, alleging that Turner/Devcon is responsible for physical accessibility barriers, if any, at Levi’s Stadium.

**7. Has the Court decided who is right?**

The Court has not decided whether the Plaintiffs or Defendants are correct. By certifying the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial. (See “The Trial” below on page 6.)

**8. What are the Damages Class Members asking for?**

**Damages Class Members** seek monetary damages under the California Unruh Civil Rights Act. Plaintiffs seek “statutory minimum damages,” which are damages in an amount specified by state law that a person may recover without proving the actual damages they suffered. In this case, the Damages Class is seeking damages of \$4,000 for each Damages Class Member for each particular occasion on which the Damages Class Member was denied equal access to Levi’s Stadium’s facilities (including security check-points, elevators, restrooms, restaurants, concessions, stores), services, accessible seating, parking, the pedestrian right of way that serves the Stadium, and other features at games, concerts, and other events controlled by the Forty Niners Defendants, at any time on or after **April 13, 2015**. Plaintiffs **do not** seek actual damages or treble damages, which may exceed statutory minimum damages, on behalf of the Damages Class.

**9. Is there any money available now?**

No money or benefits are available now. For money to become available, either Plaintiffs must prove their claims at trial or the parties must settle. There is no guarantee that money or benefits will ever come from this case.

**WHO IS IN THE CLASS?**

**10. Am I a Damages Class Member?**

The Court defined the Damages Class as:

All persons with mobility disabilities who use wheelchairs, scooters or other mobility aids who have purchased, attempted to purchase, or for whom third parties purchased accessible seating and who have been denied equal access to Levi’s Stadium’s facilities, services, accessible seating, parking, amenities, and privileges at an event controlled by the Forty Niners Football Company, LLC, Forty Niners SC Stadium Company, LLC, or Forty Niners Stadium Management Company, LLC, during the two years prior to the filing of the Complaint herein through the conclusion of this action.

You are a member of the Damages Class if you: (1) have a mobility disability and use a wheelchair, scooter, or other mobility aid for mobility; (2) bought, attempted to buy, or someone else bought on your behalf a ticket for accessible seating for an event controlled by the Forty Niners Defendants at Levi’s Stadium on or after **April 13, 2015**; and (3) were denied you were denied full and equal access to Levi’s Stadium’s facilities, services, accessible seating, parking, amenities, privileges and features when attending the event.

**11. I’m still not sure if I am included.**

If you are still not sure whether you are a member of the Class, you can get free help at [www.49ersstadiumclassaction.com](http://www.49ersstadiumclassaction.com), or by calling or writing to the lawyers in this case at the phone number or address listed in the answer to question 16.

**YOUR RIGHTS AND OPTIONS**

**You must decide now whether to remain in, or exclude yourself from, the Damages Class.**

**12. What if I want to be included?**

If you want to be included in the Damages Class, you do not need to do anything at this time.

If you are included, you keep the possibility of getting money or benefits that may come from a trial or a settlement. You will not be entitled to more than the statutory minimum damages (\$4,000 per person for each particular event during which you were denied full and equal access). If you remain part of the Damages Class and the Plaintiffs obtain

money as a result of either a trial or a settlement, you will be notified about how to get any money that is available to you. You may be required to provide additional information in support of your claim.

If you do nothing now, regardless of whether the Plaintiffs win or lose, you will not be able to file or participate in any other lawsuit against the Forty Niners Defendants for damages under the California Unruh Civil Rights Act for the access barriers alleged in this case. You will also be legally bound by all orders and judgments of the Court in this case with respect to damages claims under the California Unruh Civil Rights Act.

**13. What if I do nothing?**

If you do nothing, you will automatically be included in the lawsuit as a Damages Class Member, which means that you will keep the possibility of getting money from this lawsuit, but give up certain rights as explained in Section 12.

**14. What if I want to be excluded?**

If you wish to be excluded from the Damaged Class (also called to “opt out”), you must do so in writing by **February 11, 2019**. You may exclude yourself from the Damages Class by mailing an “Exclusion Request” letter to the address below. The letter must state that you want to opt out of the Damages Class in *Nevarez, et al. v. Forty Niners Football Company, LLC, et al.* (No. 16-CV-07013-LHK (SVK)). Be sure to include your name, home address, email address (if any), telephone number, and signature. You must mail your Exclusion Request postmarked by **February 11, 2019**, to:

Levi’s Stadium Access Class Action  
P.O. Box 404000  
Louisville, KY 40233-4000

If you opt out of the Damages Class, and statutory minimum damages are later recovered on behalf of the Damages Class, you won’t share in those statutory minimum damages. But, you keep any right to sue the Forty Niners Defendants separately for damages (actual, treble, or statutory) arising from the violations of the California Unruh Civil Rights Act challenged here. Legal deadlines limit the time during which you can bring suit.

**15. Why would I ask to be excluded?**

If you already have, or wish to bring, your own lawsuit for damages against the Forty Niners Defendants for denial of full and equal access to Levi’s Stadium and related facilities, you need to opt out of the Damages Class.

If you opt out of the Damages Class you won’t get any money from this lawsuit, even if the Plaintiffs obtain a monetary award as a result of trial or settlement. By opting out, however, you keep your right to sue or continue to sue the Forty Niners Defendants for damages (actual, treble, or statutory) arising from violations of the California Unruh Civil Rights Act for denial of full and equal access to Levi’s Stadium and related facilities. If you opt out, you will not be legally bound by the Court’s judgments in this class action with respect to those types of damages.

If you start your own lawsuit for damages against the Forty Niners after you opt out, you will have to obtain your own lawyer or represent yourself in court, and you will have to prove your claims. If you opt out so you can start or continue your own damages lawsuit against the Forty Niners Defendants, you should talk to your own lawyer soon, because there will be legal deadlines for filing your own case (those deadlines are called “statutes of limitations”).

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

The Court decided that the lawyers listed below are qualified to represent you and all Class Members and appointed them as “Class Counsel.” They and their law firms are experienced in handling disability discrimination cases like this.

Guy Wallace SCHNEIDER WALLACE COTTRELL KONECKY WOTKYNS LLP 2000 Powell Street Suite 1400 Emeryville, CA 94608 Gwallace@schneiderwallace.com Tel: (415) 421-7100	Linda Dardarian GOLDSTEIN, BORGEN DARDARIAN & HO 300 Lakeside Drive Suite 1000 Oakland, CA 94612 AccessLevis@gbdhlegal.com Tel: (866) 723-1494	Adam Wolf PEIFFER WOLF CARR & KANE, APLC 4 Embarcadero Center 14th Floor San Francisco, CA 94111 Ccabalo@prwlegal.com Tel: (415) 766-3592
---	---	--

**17. Should I get my own lawyer?**

More information about these lawyers, their firms, their practices, and their experience is available on their websites: <https://www.schneiderwallace.com>, <https://www.gbdhlegal.com>, and <https://pwcklegal.com>.

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You may obtain your own lawyer to appear in Court for you and to participate in the lawsuit. But, if you want your own lawyer, you may have to pay that lawyer.

**18. How will the lawyers be paid?**

If Plaintiffs get money or benefits for the Class, then Class Counsel may ask the Court to pay them for their reasonable attorneys' fees, costs and expenses. If the Court grants Class Counsel's request, the fees, costs and expenses would either be deducted from any money obtained for the Class or paid separately by Defendants.

**THE TRIAL**

**19. How and when will the Court decide who is right?**

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial, which is scheduled to begin on **April 22, 2019**. During the trial, Class Counsel will present the case for the Plaintiffs, and Defendants will present their defenses. The judge and a jury will hear all of the evidence to help them reach a decision about whether the Plaintiffs or Defendants are right about the claims in the lawsuit.

**20. Do I have to come to the trial?**

You do not need to appear in court or otherwise participate in the trial to be a Damages Class Member or to be eligible for money or benefits should the Plaintiffs win the case. However, the Court might ask you or other Damages Class Members for additional information about experiences at Levi's Stadium to help reach a decision about whether money will be given to Damages Class Members and in what amount. If you are interested in coming to court to see the proceedings, you are welcome to do so at your own expense.

**21. Will I get money after the trial?**

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you may be entitled to receive money. The Court must approve any settlement before it goes into effect. If you remain part of the Damages Class and the Plaintiffs get money as a result of either a trial or a settlement, you will be notified about how to get any money to which you may be entitled.

**GETTING MORE INFORMATION**

**22. Are more details available?**

If you have questions, you may call Class Counsel at (866) 723-1494, visit [www.49ersstadiumclassaction.com](http://www.49ersstadiumclassaction.com) or write to Levi's Stadium Access Class Action, P.O. Box 404000, Louisville, KY 40233-4000. You can also e-mail [AccessLevis@gbdhlegal.com](mailto:AccessLevis@gbdhlegal.com).

**Please do not contact the Court directly to discuss this case.**