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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ABDUL NEVAREZ and PRISCILLA
NEVAREZ, on behalf of themselves and all
others similarly situated, and SEBASTIAN
DEFRANCESCO,

Plaintiffs,

vs.

FORTY NINERS FOOTBALL
COMPANY, LLC, a Delaware limited
liability company, et al.,

Defendants.

Case No.: 5:16-cv-07013-LHK (SVK)

**[PROPOSED] ORDER (1)
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; (2) MODIFYING
DAMAGES CLASS DEFINITION; (3)
APPOINTING ADDITIONAL
INJUNCTIVE RELIEF CLASS
REPRESENTATIVE; (4) DIRECTING
NOTICE TO THE CLASSES; AND
(5) SETTING DATE FOR FAIRNESS
HEARING**

Date: January 30, 2020
Time: 1:30 p.m.
Dept: Courtroom 8
Before: Hon. Lucv H. Koh

ORDER

The Parties have moved the Court for an order preliminarily approving the settlement of this action in accord with the Settlement Agreement (“Agreement”), which sets forth the terms and conditions of a proposed settlement and dismissal of the action with prejudice, with the Court retaining jurisdiction to enforce the Agreement throughout its term. Having read the papers submitted and carefully considered the arguments and relevant legal authority, and good cause appearing, the Court GRANTS the Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. On July 12, 2018, this Court granted in part Plaintiffs’ Motion for Class Certification, certifying the following Plaintiff classes:

Injunctive Relief Class: All persons with mobility disabilities who use wheelchairs, scooters, or other mobility aids who will attempt to purchase accessible seating for a public event at Levi’s Stadium and who will be denied equal access to the Stadium’s facilities, services, accessible seating, parking, amenities, and privileges, including ticketing, during the three years prior to the filing of the Complaint herein through the conclusion of this action.

Companion Injunctive Relief Class: All persons who are companions of persons with mobility disabilities who use wheelchairs, scooters or other mobility aids and who have used or will use companion seating for public events located at Levi’s Stadium during the three years prior to the filing of the Complaint herein through the conclusion of this action.

Damages Class: 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.

(ECF No. 186.)

1 2. The Court modifies the definition of the previously-certified Damages
2 Class so that the end date for Damages Class member inclusion coincides with the date
3 of this Order, rather than the conclusion of this Action, and is consistent with the
4 Release of Damages Claims set forth in Section XIII.A.2 of the Agreement. Such
5 modification is consistent with Due Process.

6 3. In addition, named Plaintiff Sebastian DeFrancesco is added as a class
7 representative for the Injunctive Relief Class. He is an appropriate representative for
8 this Class because he has experienced barriers at the Stadium, plans to continue to visit
9 the Stadium in the future, has no conflicts with Class members, actively participated in
10 the litigation, and has represented the interests of this Class.

11 4. The Court preliminarily approves the Settlement Agreement. The Court
12 finds on a preliminary basis that the Settlement Agreement is fair, adequate, and
13 reasonable to all Class Members. It further appears that substantial evaluation of the
14 merits, through extensive litigation, including motion practice, fact and expert discovery
15 over the three years since filing, has been conducted such that Counsel for the Parties
16 are able to reasonably evaluate their respective positions. It also appears to the Court
17 that settlement at this time will avoid substantial additional costs to all Parties, as well
18 as avoid the delay and the risks presented by further litigation. It further appears that
19 the Agreement has been reached as the result of good faith, prolonged, serious, and non-
20 collusive arm's-length negotiations, including in several mediation sessions supervised
21 by Michael Loeb of JAMS and Mark Rudy of Rudy, Exelrod, Zieff & Lowe, LLP.

22 5. The Court approves, as to form and content, the proposed Notices, attached
23 as Exhibits 1 and 2 to this Order, which are substantially similar to Exhibits K and L to
24 the Agreement. The Court finds that the manner and form of distribution of the
25 proposed Notices set forth in the Agreement meet the requirements of due process and
26 Fed. R. Civ. P. 23(c)(2) and 23(e). The Court further finds that the Notices are easily
27 understandable to Class Members and contain the information recommended in this
28 District's Procedural Guidance for Class Action Settlements. The notice provisions of

1 the Agreement are the best practicable under the circumstances and shall constitute due
2 and sufficient notice to all persons entitled thereto. The Parties shall submit
3 declarations to the Court as part of their motion for Final Approval of the Class Action
4 Settlement confirming compliance with the notice provisions of the Agreement.

5 6. The Court approves, as to form and content, the proposed Claim Form,
6 attached as Exhibit 3 to this Order. Damages Class Members must either (a) submit a
7 Claim Form via the Settlement Website no later than ninety (90) days from the date that
8 Notice is initially issued to the Class; or (b) mail a Claim Form to the Settlement
9 Administrator that is postmarked no later than ninety (90) days from the “Class Notice
10 Date,” defined in paragraph 16.c, below. The Court finds that this is due, adequate, and
11 sufficient time for Damages Class Members to file Claim Forms.

12 7. The Court also appoints KCC as the Settlement Administrator. The
13 Settlement Administrator shall supervise and administer the notice procedure and
14 processing of claims as set forth in the Agreement.

15 8. Members of the Damages Class may elect to opt out of the Damages Class.
16 Damages Class Members wishing to opt out of the Settlement must send a signed letter
17 (by U.S. Mail – address to be provided in the Class Notice) to the Settlement
18 Administrator including (a) their full name; (b) an email address and/or telephone
19 number; (c) a clear statement communicating that they elect to be excluded from the
20 Damages Class, and do not wish to be a member of the Damages Class; and (d) the case
21 name and case number (*Nevarez et al. v. Forty Niners Football Company, LLC, et al.*,
22 Case No. 5:16-cv-07013 LHK (SVK)). Any request for exclusion or opt-out must be
23 postmarked or submitted no more than forty-five (45) days after the Class Notice Date,
24 defined in paragraph 16.c, below. Damages Class Members must opt out of the
25 Damages Class individually. Group or Class opt outs are not valid.

26 9. A hearing on final approval of the Agreement shall be held before the
27 Court on _____ to determine all necessary matters concerning the
28 Agreement, including whether the proposed Agreement’s terms and conditions are fair,

1 adequate, and reasonable, and whether the Settlement Agreement should receive final
2 approval by the Court.

3 10. Any Class Member may object to any aspect of the Agreement, except that
4 a Damages Class Member who opts out may not object to aspects of the Agreement that
5 relate to damages. A written objection to the Settlement must:

6 (i) clearly identify the case name and number, the objector's full
7 name and mailing address, and email address or telephone number; and
8 explain why the objector believes he or she is a Class Member;

9 (ii) be submitted to the Court by filing the written objection through
10 the Court's Case Management/Electronic Case Files ("CM/ECF") system,
11 by mailing the written objection to the Class Action Clerk for United States
12 District Court for the Northern District of California, San Jose Division, or
13 by filing the written objection in person at any location of the United States
14 District Court for the Northern District of California;

15 (iii) state whether it applies only to the objector, to a specific subset
16 of the class, or to the entire class, and also state with specificity the grounds
17 for the objection; and

18 (iv) be filed or postmarked no later than forty-five (45) days after the
19 Class Notice Date, defined in paragraph 16.c, below.

20 11. The procedures and requirements for filing objections in connection with
21 the Final Approval Hearing are intended to ensure the efficient administration of justice
22 and the orderly presentation of any Class Member's objection to the Agreement, in
23 accordance with the due process rights of all Class Members. Any Party may file a
24 reply to any objection, no later than forty-five (45) days after the Class Notice Date.

25 12. Pending the Final Approval Hearing, all proceedings in this Action, other
26 than proceedings necessary to carry out and enforce the terms and conditions of the
27 Agreement and this Order, are hereby stayed.

28

- 1 13. In accordance with the above, the Court adopts the following schedule:
- 2 a. Within ten (10) days after entry of this Order, Defendants shall mail
- 3 or cause to be mailed the items specified in 28 U.S.C. § 1715(b) to
- 4 each State and Federal official, as specified in 28 U.S.C. § 1715(a).
- 5 b. Within fourteen (14) days after entry of this Order, Defendants shall
- 6 provide the Settlement Administrator with the most current and
- 7 complete Class Member information in their records, including Class
- 8 Members' names, mailing and email addresses, and telephone
- 9 numbers.
- 10 c. Within twenty-one (21) days after entry of this Order, Notice in the
- 11 form of Exhibit 2 to this Order, a Claim Form in the form of Exhibit
- 12 3 to this Order, and a self-addressed, postage prepaid return
- 13 envelope, shall be mailed to all Plaintiff Class Members via U.S.
- 14 mail, and Notice in the form of Exhibit 2 to this Order shall be
- 15 emailed to Plaintiff Class Members using the mailing and email
- 16 addresses from Defendants' records or as provided by the National
- 17 Change of Address Database. This date shall be known as the "Class
- 18 Notice Date."
- 19 d. Within twenty-one (21) days after entry of this Order, Defendants
- 20 shall post Notice in the form of Exhibit 1 to this Order in a
- 21 conspicuous manner at the following locations: (a) Levi's Stadium
- 22 Visa Box Office; (b) Levi's Stadium Guest Entrances; (c) Levi's
- 23 Stadium Concession Stands; and (d) Levi's Stadium Team Stores.
- 24 e. Within twenty-one (21) days after entry of this Order, Defendants
- 25 shall post Notice in the form of Exhibit 1 to this Order on the
- 26 following websites that they control: (a) www.levisstadium.com; (b)
- 27 www.49ers.com; (c) <https://twitter.com/49ers>; (d)
- 28 <https://www.facebook.com/SANFRANCISCO49ers>; (e)

1 santaclaraca.gov; and (f)

2 <http://santaclaraca.gov/government/stadium-authority>. A link on the
3 home page of each of these websites shall be described as
4 “INFORMATION ABOUT THE CLASS ACTION SETTLEMENT
5 INVOLVING ACCESS TO LEVI’S STADIUM FOR PERSONS
6 WITH MOBILITY DISABILITIES,” and shall take visitors directly
7 to the Long Form Settlement Notice.

8 f. Within twenty-one (21) days after entry of this Order, Plaintiffs shall
9 distribute Notice in the form of Exhibit 2 to this Order to the
10 membership and/or service organizations for individuals with
11 mobility disabilities listed in Section V.C.9 of the Agreement.

12 g. By thirty (30) days after the Class Notice Date, Plaintiffs shall file a
13 Motion for an Award of Reasonable Attorneys’ Fees, Costs, and
14 Expenses, and a Motion for Service Awards for the Class
15 Representatives. The hearing on those Motions shall be concurrent
16 with the Final Approval Hearing.

17 h. The deadline to object to the Settlement or to opt out of the Damages
18 Class shall be the day forty-five (45) days after the Class Notice
19 Date.

20 i. The deadline for Damages Class Members to file claims shall be the
21 day ninety (90) days after the Class Notice Date.

22 j. The Parties shall file a Joint Motion for Final Approval and respond
23 to objections, if any, no later than fourteen (14) days prior to the
24 Fairness Hearing. All parties shall file statements of compliance
25 with notice requirements.

26 k. The Final Approval hearing shall be held on
27 _____ at _____ in Courtroom 8 of the above-
28 referenced Court.

1 1. By one hundred eighty (180) days after the Class Notice Date, the
2 Settlement Administrator shall complete review of and determine the
3 validity of all claims.

4 14. In the event the Court does not grant final approval of the Agreement, or
5 for any reason the Parties fail to obtain a Final Judgment and Order Approving
6 Settlement as contemplated by the Agreement, the Agreement is terminated pursuant to
7 its terms for any reason, or the Effective Date does not occur for any reason, then the
8 Agreement and all orders and findings entered in connection with the Agreement shall
9 become null and void and be of no further force and effect whatsoever, shall not be used
10 or referred to for any purpose whatsoever, and shall not be admissible or discoverable in
11 this or any other proceeding.

12
13 **IT IS SO ORDERED.**

14
15 Dated: _____

HON. LUCY H. KOH
United States District Judge

Exhibit 1

This Notice Contains Important Information About Your Rights.

1. WHY AM I RECEIVING THIS NOTICE?

A Settlement has been reached in a class action lawsuit in which you have been identified as a potential class member. The case is *Nevarez, et al. v. Forty Niners Football Company, LLC, et al.*, No. 16-CV-07013-LHK (SVK). This notice summarizes the Settlement and your rights and options. For more information, please visit the Settlement Website at www.LewisStadiumclassactionsettlement.com where you can view a more detailed notice and the Settlement Agreement and can file a claim online. You can also contact the Settlement Administrator at [address] or [phone number] or call or email the law firms the Court has appointed as Class Counsel to represent you and all other Settlement Class members: Schneider Wallace Cottrell Konecky Wotkyns LLP - (415) 421-7100; AccessLevis@schneiderwallace.com; Goldstein, Borgen, Dardarian & Ho - AccessLevis@gbdhlegal.com; (866) 723-1494; and Peiffer Wolf Carr & Kane, APLC - AccessLevis@prwlegal.com; (415) 766-3592.

2. WHAT IS THE SETTLEMENT ABOUT?

The Plaintiffs in this case allege that people with mobility disabilities who use a wheelchair, scooter, or other aids, along with their nondisabled companions, have been denied full and equal access to Levi's Stadium and related facilities, services, amenities, and privileges. The Defendants in this case deny those allegations, and assert that they have provided such people with disabilities and their nondisabled companions full and equal access to the Stadium and related facilities, services, amenities, and privileges. The Settlement resolves the case, without the Court deciding who is right. **The Settlement has two main parts.** **First**, the Settlement requires the Defendants to make physical changes to Levi's Stadium to ensure the Stadium will be fully accessible to people with mobility disabilities. Such modifications include, among others, the following: additional accessible parking adjacent to the Stadium; an accessible path of travel from the accessible parking to the Stadium entrances and throughout the Stadium; new signage throughout the Stadium directing persons with mobility disabilities to the accessible path of travel, including to elevators and accessible seating areas; eliminating excessive slopes in accessible seating areas; providing integrated accessible seating in all dining areas and bars; and modifying service countertops and box office windows to permit access to services provided at those locations. It also requires that Defendants change their ticketing policies and practices to accommodate people with mobility disabilities. **Second**, the Settlement requires Defendants to create a \$24 million Damages Fund. If you are in the Damages Class, you may file a claim to receive a monetary award from the Damages Fund.

3. AM I ENTITLED TO A MONETARY AWARD?

You are a member of the Damages Class and may file a claim to receive a monetary award if you: (1) have a mobility disability and use a wheelchair, scooter, or other mobility aid; (2) bought, attempted to buy, or someone else bought on your behalf a ticket for accessible seating at Levi's Stadium between April 13, 2015 and [DATE of preliminary approval order]; and (3) 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.

4. HOW DO I FILE A CLAIM?

To receive a monetary award, you MUST fill out and submit a Claim Form no later than [deadline]. To submit a Claim Form, either complete and mail the included Claim Form to the Claims Administrator, postmarked no later than [deadline]; or complete a Claim Form online at LevisStadiumclassactionsettlement.com. Please read the Claim Form carefully and provide all the information required.

5. WHAT IF I DO NOTHING?

If you are a member of the Damages Class and do nothing, you will get no money from the Settlement. You will also give up your right to sue or continue to sue the Forty Niners Defendants for statutory damages arising from the denial of full and equal access to Levi's Stadium and related facilities up to [DATE of preliminary approval order].

6. CAN I OPT OUT OR OBJECT TO THE SETTLEMENT?

If you are a Damages Class member, you may exclude yourself from the Damages Class by mailing a letter to [Settlement Administrator Address] by [DATE]. The letter must clearly 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)). If you opt out of the Damages Class, you will not receive a monetary settlement award from the Damages Fund. However, you will keep any right you have to sue the Forty Niners Defendants separately for statutory damages arising from the violations of the California Unruh Civil Rights Act challenged in this case. You may not opt out of the portion of the Settlement that requires physical changes to Levi's Stadium (injunctive relief). If you do not like any part of the Settlement, the deadline to file a written objection is [deadline]. The detailed notice available on the Settlement Website explains how to opt out or object.

7. WILL THE COURT HAVE A HEARING ABOUT THE SETTLEMENT?

The Court will hold a hearing on [date] to decide whether to approve the Settlement, Class Counsel's request for reasonable attorneys' fees and costs up to \$13,457,152.40, and the Class Representatives' request for service awards of up to \$7,500 each. Defendants' payment of attorney fees and costs, as well as service awards, will not in any way reduce the Damages Fund or the money that any

member of the Damages Class may receive. The hearing may be moved to a different date or time without additional notice, so please check the Settlement Website for updates. **You do not have to come to this hearing in order to get a monetary award.**

Exhibit 2

ATTENTION:

If you are a person with a mobility disability or the companion of a person with a mobility disability who attended or will attend events at Levi's Stadium, you may be affected by a proposed settlement of a class action lawsuit – including the possibility of monetary compensation.

THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

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

- A Settlement has been reached in a class action lawsuit alleging that Defendants (Forty Niners Football Company LLC, Forty Niners SC Stadium Company LLC, Forty Niners Stadium Management Company LLC, the City of Santa Clara, and the Santa Clara Stadium Authority) discriminated against individuals with mobility disabilities and their companions by denying them full and equal access to Levi's Stadium due to access barriers at the Stadium and in the services and amenities offered there.
- Defendants deny the allegations in the lawsuit and maintain that they have provided full and equal access to individuals with disabilities and their companions. The Settlement does not constitute any determination of the merits of the lawsuit or any admission by Defendants regarding the claims alleged in the lawsuit.
- The Settlement creates a \$24 million "Damages Fund." If you are a member of the "Damages Class," you may be entitled to a monetary award from the Damages Fund.
- The Settlement also requires that Defendants make various modifications to Levi's Stadium in order to provide persons with mobility disabilities, including those who use wheelchairs, scooters, canes, walkers and other mobility aids, with improved access to the Stadium and its services and amenities. Such modifications include the provision of additional accessible parking adjacent to the Stadium; an accessible path of travel from the accessible parking to the Stadium entrances and throughout the Stadium; the installation of signage throughout the Stadium directing persons with mobility disabilities to the accessible path of travel, including elevators, for services and amenities provided in the Stadium and to accessible seating; the elimination of excessive slopes in accessible seating areas; the provision of integrated accessible seating in all dining areas and bars; improvements to companion seating; and the modification of service countertops and box office windows necessary to permit access to services provided at those locations.
- Members of all of the classes certified by the Court will benefit from the access improvements Defendants agreed to make as part of the Settlement Agreement. They cannot opt out of that part of the Settlement but can object to it if they so desire. Members of the Damages Class, however, can exclude themselves from that part of the Settlement and retain any rights they may have to sue on their own. In that case, though, they will receive no monetary compensation in this case and cannot object to the damages part of the Settlement Agreement.
- The Court must decide whether to approve the Settlement. If it does, and after any appeals (if any) are resolved, payments will be distributed to those members of the Damages Class who submit qualifying Claim Forms. Please be patient.

RIGHTS AND OPTIONS FOR DAMAGES CLASS MEMBERS	
SUBMIT A CLAIM FORM	Submit a Claim Form no later than [DEADLINE] seeking payment. This is the only way to receive an individual settlement award as part of this settlement.
OPT-OUT	Opt-out of the settlement no later than [DEADLINE] . By opting out, you will maintain any right you may have sue the Defendants for damages on your own based on the denial of full and equal access to Levi’s Stadium but you will receive no payment from the Settlement.
OBJECT	Write to the Court by [DEADLINE] with reasons why you think the Settlement should not be approved.
DO NOTHING	If you take no action you will receive no payment from the Damages Fund and will give up your right to sue the Defendants for damages based on the denial of full and equal access to Levi’s Stadium through [PRELIMINARY APPROVAL DATE] .
RIGHTS AND OPTIONS FOR OTHER CLASS MEMBERS	
OBJECT	Class Members do not have the right to opt out of the portion of the settlement that requires Defendants to make access improvements to the Stadium and related facilities and services. You can object to that part of the settlement, however, by writing to the Court by [DEADLINE] and explaining why you think it should not be approved.

What this notice contains

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3. What is a class action and who is involved?
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7. What does the Settlement provide?
8. What changes will be made to Levi’s Stadium?
9. What monetary awards are available under the Settlement?

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10. If I am in the Damages Class, what are my options?
11. How do I file a claim for a monetary award from the Damages Fund?
12. How do I opt out?
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BASIC INFORMATION

1. Why is there notice?

This notice is to inform you about the proposed Settlement of a class action lawsuit and your rights and options. This notice describes the lawsuit, your legal rights, the proposed Settlement, and benefits available to members of the Class, including monetary awards and who can get them.

Judge Lucy H. Koh of the United States District Court for the Northern District of California, San Jose Division, is overseeing the proposed Settlement. The lawsuit is called *Nevarez, et al. v. Forty Niners Football Company, LLC, et al.*, Case No. 16-CV-07013-LHK (SVK).

You are receiving this notice because you may be part of the Settlement Class. If you are a member of the Damages Class, you may be entitled to a payment from the Damages Fund. Read the description of the Damages Class in Section below to see whether you may be part of the Damages Class. Read the instructions in Section below to find out how to file a claim for payment.

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. 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. Defendants deny those allegations, and assert that they have provided full and complete access to Levi's Stadium to individuals with disabilities and their nondisabled companions.

3. Why is this a class action?

In a class action lawsuit, the individuals who sue on behalf of the Class are called the "Plaintiffs" or "Class Representatives." The people together are a "Class" or "Class Members." The companies or entities they sue are called the "Defendants." In this case, there are three Defendants who are referred to as the "Forty Niners Defendants" in this notice: Forty Niners Football Company LLC; Forty Niners SC Stadium Company, LLC; and Forty Niners Stadium Management Company LLC. The City of Santa Clara and the Santa Clara Stadium Authority are also Defendants in this lawsuit.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendants. Instead, both sides have agreed to a Settlement. That way, they avoid the cost and risk of a trial. If the Settlement is approved, the Defendants will make changes to Levi's Stadium which, Plaintiffs believe, will make it more accessible to individuals with mobility disabilities and their companions. In

addition, if the Settlement is approved, members of the Damages Class who file valid claims will receive payments from the Damages Fund.

5. Did I already get a notice about this lawsuit?

You may have received a notice in or around January of 2019 informing you that the Court had certified this case as a class action. The notice said that you may be part of the Class and that your rights may be affected by the ongoing lawsuit. The parties had not reached a settlement at that time. This notice is different, because now the parties have agreed to a Settlement. It is important to read and understand this notice, whether or not you received the previous one.

WHO IS PART OF THE SETTLEMENT?

6. Who is included in the Settlement?

The Settlement Class contains three groups: the Damages Class, the Injunctive Relief Class, and the Companion Injunctive Relief Class. It is possible to be a member of more than one group.

You are a member of the **Damages Class** if you: (1) have a mobility disability and use a wheelchair, scooter, or other mobility aid; (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 between April 13, 2015 and [date of preliminary approval]; and (3) you were denied full and equal access to Levi's Stadium's facilities, services, accessible seating, parking, amenities, privileges, and features while attending the event.

You are a member of the **Injunctive Relief Class** if you: (1) have a mobility disability and use a wheelchair, scooter, or other mobility aid; (2) bought, attempted to buy, will buy or attempt to buy in the future, or someone else bought or will buy on your behalf, a ticket for accessible seating for an event controlled by the Forty Niners Defendants at Levi's Stadium on or after December 7, 2013; and (3) and you were denied or will be denied full and equal access to Levi's Stadium's facilities, services, accessible seating, parking, amenities, privileges, and features while attending the event.

You are a member of the **Companion Injunctive Relief Class** if you: (1) are a companion to a person with a mobility disability who uses a wheelchair, scooter, or other mobility aid; and (2) have used or will use companion seating for an event controlled by the Forty Niners Defendants at Levi's Stadium on or after December 7, 2013.

Only Damages Class Members may be entitled to monetary compensation under the Settlement, and only Damages Class Members may opt out of the settlement.

BENEFITS OF THE SETTLEMENT

7. What does the Settlement provide?

Under the Settlement, the Defendants have agreed to make thousands of changes to Levi's Stadium that will make it more accessible to individuals with mobility disabilities. In addition,

the Forty Niners Defendants have created a Damages Fund, which will be distributed to Damages Class Members who file timely, valid, and approved claims.

8. What changes will be made to Levi's Stadium?

If the Settlement is approved, the Defendants will modify Levi's Stadium so that individuals with mobility disabilities who use wheelchairs, scooters, or other mobility aids will have full and equal access to all features and services of the stadium. This work will include, but is not limited to, the following:

- ensuring there are at least 282 accessible parking spaces in the main parking lot adjacent to Levi's Stadium, including 47 accessible spaces for vans—adding 84 accessible spaces and bringing all of the spaces into compliance with applicable access standards;
- creating accessible paths of travel to and from the entrances of Levi's Stadium, including the removal of alleged physical barriers such as excessive cross slopes and running slopes, non-compliant curb ramps, and surface gaps and other abrupt changes in elevation in the sidewalks, pedestrian routes, and paths of travel connecting the entrances of Levi's Stadium to its parking lots and in the area surrounding Levi's Stadium;
- creating accessible paths of travel within the Stadium, including paths to, from, and through accessible seating locations, concession stands, clubs, shops, restaurants, breastfeeding stations, the auditorium, and other amenities;
- providing additional signage in the Stadium and surrounding area that directs patrons toward accessible paths of travel, such as ramps, elevators, and accessible entrances;
- providing accessible bars, tables, concession counters, drinking fountains, ticketing windows, etc. that people can use while seated in a wheelchair or scooter;
- providing the required amount of designated accessible seating for wheelchair and scooter users that complies with applicable federal and state access standards;
- leveling accessible seating sections so that the ground surface is not overly sloped and ensuring that companion seats have armrests and cup holders;
- ensuring that all stadium suites and luxury boxes include accessible seating locations and dining surfaces;
- modifying restrooms to make them fully accessible to people with mobility disabilities by installing accessible stall door hardware, ensuring that toilet paper dispensers are within reach range, and lowering mirrors, among other improvements;
- making sure that the golf carts, vans, and shuttles that provide transportation from the parking lots to the Stadium are accessible to individuals with mobility disabilities;
- bringing stairs into compliance with applicable federal and state access requirements, including standards governing handrails, to ensure the safety of semi-ambulatory individuals who use canes and other mobility aids.

A complete list of the access improvements that Defendants are required to make under the settlement agreement is set forth in Section III of, and Exhibit A to, the Settlement Agreement, which are available at www.LevisStadiumclassactionsettlement.com. This work will be completed by no later than thirty-six months after the Settlement goes into effect, with some work to be completed sooner.

In addition, the Defendants have agreed to change how tickets for accessible seating are sold and exchanged to ensure that individuals with mobility disabilities have the same access to ticketing

services as the general public. For instance, individuals with mobility disabilities will also be able to exchange general admission tickets for accessible seating tickets without having to visit the Levi's Stadium box office in person.

The Defendants also have agreed to provide additional disability access training to Levi's Stadium employees, as well as to vendors and other relevant third parties.

For more information regarding the changes that Defendants have agreed to make to Levi's Stadium if this Settlement is approved, and the deadlines for making those changes, please see the Settlement Agreement, which is available at www.LevisStadiumclassactionsettlement.com.

9. What monetary awards are available under the Settlement?

If the Settlement is approved, the Defendants will create a Damages Fund of \$24,000,000, which will be distributed to Damages Class Members who submit valid, timely, and approved claims. **You must file a valid claim by the deadline to receive a monetary award.**

The amount of individual settlement awards will be determined by the total number of approved claims, and potentially, the number of qualifying visits to Levi's Stadium made by each Damages Class Member. Each Damages Class Member who submits an approved claim will receive a minimum award of \$4,000, unless the Damages Fund is insufficient to cover the \$4,000 minimum award for all approved claims. In that event, there will be a proportional reduction of the \$4,000 minimum award. If providing the \$4,000 minimum award for all approved claims does not exhaust the Damages Fund, Damages Class Members who have been denied full and equal access at multiple events at Levi's Stadium between April 13, 2015 and [DATE] may receive more than \$4,000, up to a maximum individual award of \$80,000.

DAMAGES CLASS MEMBERS' RIGHTS AND OPTIONS

10. If I am in the Damages Class, what are my options?

If you are in the Damages Class, you may file a claim for a monetary award from the Damages Fund. You may request to be excluded from the Settlement. You may do nothing.

You also have the right to object to the Settlement. The process for objecting to the Settlement is described in Section below.

11. How do I file a claim for a monetary award from the Damages Fund?

To receive a monetary award, you must fill out and submit a Claim Form by NO LATER THAN [DEADLINE].

To submit a Claim Form, either:

1. Complete the Claim Form that you received in the mail, and mail it to the Claims

Administrator; or

2. Submit a Claim Form online at www.LevisStadiumclassactionsettlement.com.

Claim Forms submitted by mail must be postmarked on or before [date] and mailed to:

[Settlement Administrator Address]

To submit a Claim Form online, go to the Settlement Website at www.LevisStadiumclassactionsettlement.com and follow the instructions. Please read the Claim Form carefully and provide all the information required.

12. How do I opt out?

If you wish to be excluded from the Damages Class (also called “opting out”), you must do so in writing by [DATE]. You may exclude yourself from the Damages Class by mailing a letter to the address below, stating clearly that you want to opt out of the settlement in *Nevarez, et al. v. Forty Niners Football Company, LLC, et al.* (No. 16-CV-07013-LHK (SVK)). Be sure to include your name, email address (if any), mailing address, telephone number, and signature. You must mail the letter, postmarked by [DATE], to:

[Settlement Administrator Address]

If you opt out of the Damages Class, you will not receive a monetary settlement award from the Damages Fund. However, you will keep any right you have to sue the Forty Niners Defendants separately for statutory damages arising from the violations of the California Unruh Civil Rights Act challenged in this case. You cannot opt out by phone, by email, or in any other way. You may opt out of the Damages Class only for yourself, not for anyone else.

13. What if I do nothing?

If you are a member of the Damages Class and do nothing, you will get no money from the Settlement. You will also give up your right to sue or continue to sue the Forty Niners Defendants for statutory damages arising from the denial of full and equal access to Levi’s Stadium and related facilities at any time before [DATE OF PRELIMINARY APPROVAL].

RIGHTS AND OPTIONS OF OTHER CLASS MEMBERS

14. What if I am not part of the Damages Class?

If you are a member of the Injunctive Relief Class or the Companion Injunctive Relief Class, but not the Damages Class, your rights and options under the Settlement are different. You cannot receive a monetary award from the Damages Fund. You also do not have the right to opt out of the Settlement. The Settlement has no effect on your right to sue the Forty Niners Defendants for damages of any kind. However, the Settlement releases your right to sue the Defendants for injunctive or declaratory relief based on the disability access barriers that are the subject of this lawsuit.

If you are a member of the Injunctive Relief Class or the Companion Injunctive Relief Class, you do have the right to object to the Settlement. The process for objecting to the Settlement is described in Section below.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

15. Do I have a lawyer in this case?

The Court has 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.

You will not be charged for these lawyers’ services. Their attorneys’ fees and costs will be paid directly by the Defendants. If you want to be represented by another lawyer, you may hire one at your own expense.

Guy Wallace SCHNEIDER WALLACE COTTRELL KONECKY WOTKYNS LLP 2000 Powell Street Suite 1400 Emeryville, CA 94608 AccessLevis@schneiderw allace.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 AccessLevis@prwlegal.com Tel: (415) 766-3592
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16. How will the lawyers be paid?

Class Counsel intends to request up to \$13,457,152.40 for reasonable attorneys’ fees, costs, and expenses they incurred in this case. They will also request service awards of \$7,500 for each of the three Plaintiffs for bringing this case. The Court will decide the amount of fees, costs, expenses, and service awards. Any fees, costs, expenses, and service awards approved by the Court will be paid by the Defendants. They will not come out of or otherwise reduce the Damages Fund, will not affect monetary payments to any Damages Class member, and will have no impact on the access improvements that Defendants are required to make under the Settlement Agreement.

OBJECTING TO THE SETTLEMENT

17. What if I don’t like the Settlement?

If you are a member of any of the three classes, you can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue unless the Parties reach another settlement. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Nevarez, et al. v. Forty Niners Football Company, LLC, et al.*, Case No. 16-CV-07013-LHK (SVK)), as well as your full name and mailing address, email address and phone number, state why you believe you are a class member, the reasons for your objection, and whether you are objecting for yourself, part of a class, or the entire class, and (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before [DATE].

18. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you do not think the settlement should be approved and why. Opting out is telling the Court that you do not want to be part of the Damage Class. If you opt out of the Damages Class, you have no basis to object to the damages portion of the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement and Class Counsel's requests for fees and expenses and payments to the Class Representatives. This hearing is known as a "Final Approval Hearing."

The Court has scheduled a Final Approval Hearing for [DATE] at [TIME]. The hearing will take place in Courtroom 8 on the 4th Floor of the San Jose Courthouse, 280 South 1st Street, San Jose, CA 95113. The Final Approval Hearing may be moved to a different date or time without additional notice, so if you would like to attend the hearing, please check the Settlement Website (www.LevisStadiumclassactionsettlement.com) or the Court's PACER website for updates. At this Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for an award of attorneys' fees, costs, and expenses, and for Incentive Awards to the Plaintiffs/Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, and it complies with the other requirements listed in Section [] above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by viewing it at www.LevisStadiumclassactionsettlement.com, by contacting class counsel (see Section 17 above), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Exhibit 3

CLAIM FORM

United States District Court – Northern District of California

Nevarez, et al. v. Forty Niners, et al., Case No. 5:16-cv-07013-LHK (SVK)

**It Is Important That You Read the Attached Instructions
Before You Begin Filling Out This Claim Form**

Your Claim Form Must be Postmarked on or Before _____(date)

Contact Information

Please fill in your contact information below.

Full Name: _____
Last First Middle

Current Address: _____
No. Street Name Apt. No.

City State Zip Code

Home Telephone No.: _____

Cell Phone No.: _____

Email Address: _____

Your Experiences at Levi’s Stadium

1. Have you been to an event at Levi’s Stadium between December 7, 2016 and [PRELIMINARY APPROVAL DATE]?

Yes No

If your answer is No, you are not eligible for a damages award. If your answer is Yes, please answer the next question.

2. Did you buy, try to buy, or did someone else buy for you a ticket for accessible seating to an event at Levi’s Stadium between December 7, 2016 and [PRELIMINARY APPROVAL DATE]?

Yes No

If your answer is No, you are not eligible for a damages award. If your answer is Yes, please answer the next question.

3. At the time that you visited Levi's Stadium, did you have a mobility disability that required you to use a wheelchair, scooter or other mobility aid?

Yes No

If your answer is No, you are not eligible for a damages award. If your answer is Yes, please answer the next question.

4. What type of mobility aid did you use when visiting Levi's Stadium?

5. When you visited Levi's Stadium, did you experience a physical access barrier that denied you equal access to the Stadium or the Stadium's parking lots?

(Examples of physical access barriers include a lack of wheelchair accessible parking; steep slopes and uneven surfaces in paths of travel in the parking lots and the Stadium; counters at concession stands and in restaurants and shops that are too high; restroom doors that lack accessible hardware and are difficult to open and close; lack of wheelchair accessible seating in the Stadium, restaurants, and bars; drinking fountains that are too high, and other problems.)

Yes No

If your answer is No, please answer question number 7. If your answer is Yes, please answer the next question.

6. Did the physical access barriers at Levi's Stadium or its parking lots cause you to experience difficulty, discomfort, or embarrassment?

Yes No

If your answer is No, you are not eligible for a damages award for experiencing physical access barriers at Levi's Stadium. If your answer is either Yes or No, please answer the next question.

7. When you visited Levi's Stadium, was it difficult to get a ticket for wheelchair accessible seating?

Yes No

If your answer is No, you are not eligible for a damages award for ticketing at Levi's Stadium. If your answer is Yes, please answer the next question.

8. Did your experience trying to get a ticket for wheelchair accessible seating at Levi's Stadium cause you to experience difficulty, discomfort, or embarrassment?

Yes No

If your answer is No, you are not eligible for a damages award for ticketing at Levi's Stadium.

9. For EACH visit in which you experienced one or more physical access barriers that hindered your access to the Stadium or its parking lots, please describe each type of physical access barrier you experienced and the approximate date(s) upon which you experienced it. Use a separate page if necessary.

	<u>Type of Physical Barrier</u>	<u>Approximate Date</u>
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

10. For EACH visit to Levi's Stadium in which you had difficulty getting a ticket for wheelchair accessible seating, please do your best to describe your experience and the difficulty you had, and the approximate date(s) upon which you experienced it. Use a separate page if necessary.

	<u>Experience</u>
a.	_____
b.	_____
c.	_____
d.	_____
e.	_____

Method of Payment

If you are eligible for damages award from this settlement, you may choose to receive your award by check mailed to you or by electronic transfer to your PayPal account. Please show your choice below:

_____ Check PayPal
 PayPal account email address
 (if selected) _____.

Oath of Truthfulness

I, _____ declare, under penalty of perjury that all of the information on this form is true and correct.

_____ Date
 Claimant

You or Your Authorized Designee MUST Complete and SIGN Your Claim Form in Order for It to Be Considered.

Your Claim Form Must Be Postmarked On or Before _____ (Late Claim Forms Will Not Be Considered).

Your Completed and Signed Claim Form Must Be Mailed To:

Levi Stadium Access Settlement Administration
Address
City, ST ZIP