

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 (collectively, the “Forty Niner Defendants”); the City of Santa Clara; and the Santa Clara Stadium Authority (collectively, the “Santa Clara Defendants”), 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, its parking lots, the pedestrian right of way connecting the parking lots to the Stadium, and in the services and amenities offered at the Stadium.
- 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 Settlement in this case.
- The Settlement also requires that Defendants make various modifications to Levi’s Stadium, its main parking lot, and the pedestrian right of way connecting the parking lots to the 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. The Settlement also requires Defendants to make improvements to Stadium ticketing for accessible seating and shuttle services. These improvements are called “injunctive relief.”
- 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. 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 in this case.
- The Court must decide whether to approve the Settlement. If it does, and after any appeals 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 June 28, 2020 seeking payment. This is the only way to receive a monetary award as part of this Settlement.
OPT OUT	Opt out of the damages part of the Settlement (<i>i.e.</i> , the “Damages Class”) no later than June 28, 2020 . If you opt out of the Damages Class, you will not receive a monetary award from the Settlement in this case. 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. The Settlement has no effect on any right you have to sue the Santa Clara Defendants for damages.
OBJECT	Write to the Settlement Administrator by June 28, 2020 with reasons why you think the Settlement should not be approved.
DO NOTHING	If you take no action, you will receive no monetary award from the Settlement in this case and will give up your right to sue the Forty Niners Defendants for damages based on the denial of full and equal access to Levi’s Stadium through March 9, 2020 .
RIGHTS AND OPTIONS FOR INJUNCTIVE RELIEF CLASS MEMBERS AND COMPANION INJUNCTIVE RELIEF CLASS MEMBERS	
OBJECT	No Class Members have the right to opt out of the part of the Settlement (<i>i.e.</i> , the “Injunctive Relief Class” and the “Companion Injunctive Relief Class”) 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 Settlement Administrator by June 28, 2020 and explaining why you think it should not be approved.

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BASIC INFORMATION

1. Why did I get this 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 Classes, 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 one of the three Settlement Classes. If you are a member of the Damages Class, you may be entitled to a monetary award from the Settlement in this case. Read the description of the Damages Class in Section 5 below to see whether you may be part of the Damages Class. Read the instructions in Section 10 below to find out how to file a claim for payment.

2. What is this lawsuit about?

Plaintiffs Abdul Nevarez, Priscilla Nevarez, and Sebastian DeFrancesco filed this lawsuit alleging that 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 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 monetary awards from the Settlement in this case.

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

You may have received a notice in or around January 2019 informing you that the Court had certified this case as a class action. The notice said that you may be part of the Damages 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?

5. Who is included in the Settlement?

In a class action lawsuit, the individuals who sue on behalf of the Class are called the “Plaintiffs” or “Class Representatives” (Plaintiffs Abdul Nevarez, Priscilla Nevarez, and Sebastian DeFrancesco). The companies or entities they sue are called the “Defendants.” The Defendants include Forty Niners Football Company LLC; Forty Niners SC Stadium Company LLC; and Forty Niners Stadium Management Company LLC, who are referred to in this notice as the “Forty Niners Defendants;” and City of Santa Clara and the Santa Clara Stadium Authority, who are referred to in this notice as the “Santa Clara Defendants.”

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) purchased, attempted to purchase, or someone else bought on your behalf accessible seating for an event at Levi’s Stadium between April 13, 2015 and March 9, 2020; and (3) you were denied equal access to Levi’s Stadium’s facilities, services, accessible seating, parking, amenities, and privileges, including ticketing. The Damages Class claims are asserted only against the Forty Niners Defendants.

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) attempted to or will attempt to purchase accessible seating for an event controlled by the Forty Niners Defendants at Levi’s Stadium on or after December 7, 2013; and (3) you were denied or will be denied equal access to Levi’s Stadium’s facilities, services, accessible seating, parking, amenities, and privileges, including ticketing. The Injunctive Relief Class claims are asserted against all Defendants.

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) 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. The Companion Injunctive Relief Class claims are asserted against all Defendants.

Only Damages Class Members may be entitled to monetary compensation under the Settlement, and only Damages Class Members may opt out of the damages part of the Settlement. No Class Members may opt out of the “injunctive relief” part of the Settlement described in Section 7.

BENEFITS OF THE SETTLEMENT

6. What does the Settlement provide?

Under the Settlement, the Defendants have agreed to make thousands of changes to Levi’s Stadium that Plaintiffs believe will make it more accessible to individuals with mobility disabilities. In addition, the Forty Niners Defendants have created a Damages Fund, which will be used to distribute monetary awards to Damages Class Members who file timely, valid, and approved claims.

7. What changes will be made to Levi’s Stadium, Parking, and Pedestrian Right of Way?

If the Settlement is approved, the Defendants will modify Levi’s Stadium, its main parking lot, and the pedestrian right of way connecting the parking lots to the 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. Defendants will also make improvements to Stadium ticketing shuttle services. 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 is set forth in Section III of, and Exhibit A to, the Settlement Agreement, which is available at www.Lewisstadiumclassactionsettlement.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 if available 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, the main parking lot, the pedestrian right of way connecting the parking lots to the Stadium, ticketing services, and shuttle services if this Settlement is approved, and the deadlines for making those changes, please see the Settlement Agreement, which is available at www.Lewisstadiumclassactionsettlement.com.

8. 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 Claim Form requires that you provide information regarding your efforts to purchase tickets for accessible seating, the events you attended, their approximate dates, the ticketing or physical access barriers you encountered, and whether those barriers caused you difficulty, discomfort, or embarrassment. You will be required to declare under penalty of perjury that the information provided on your Claim Form is true and correct. Defendants will have an opportunity to dispute your claim.**

The amount of monetary 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 March 9, 2020 may receive more than \$4,000, up to a maximum individual award of \$80,000.

DAMAGES CLASS MEMBERS' RIGHTS AND OPTIONS

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

If you are in the Damages Class, you have four options: (1) you may file a claim for a monetary award from the Settlement in this case; (2) you may opt out of the Damages Class; (3) you may object to the damages part of the Settlement; (4) you may do nothing.

You may object to the damages part of the Settlement whether or not you file a claim for a monetary settlement award, but you may not object if you opt out of the damages part of the Settlement. The process for objecting to the Settlement is described in Section 13 below.

10. How do I file a claim for a monetary award?

To receive a monetary award, you must fill out and submit a Claim Form by **NO LATER THAN JUNE 28, 2020**. The Claim Form requires that you provide information regarding your efforts to purchase tickets for accessible seating, the events you attended, their dates, the ticketing or physical access barriers you encountered, and whether those barriers caused you difficulty, discomfort, or embarrassment. You will be required to declare under penalty of perjury that the information provided on your Claim Form is true and correct. Defendants will have an opportunity to dispute your claim.

To submit a Claim Form, either:

1. Complete the Claim Form that you received in the mail or printed from the case website, www.Lewisstadiumclassactionsettlement.com, and mail it to the Settlement Administrator; or
2. Submit a Claim Form electronically online at www.Lewisstadiumclassactionsettlement.com by **June 28, 2020**.

Claim Forms submitted by mail must be postmarked on or before **June 28, 2020** and mailed to:

Levi's Stadium Access Settlement Administrator
c/o KCC Class Action Services
P.O. Box 43501
Providence, RI 02940-3501

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

11. 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 **June 28, 2020**. 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 Damages Class in *Nevarez, et al. v. Forty Niners Football Company, LLC, et al.* (Case 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 **June 28, 2020**, to:

Levi's Stadium Access Settlement Administrator
c/o KCC Class Action Services
P.O. Box 43501
Providence, RI 02940-3501

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.

If you opt out of the Damages Class, you will not receive a monetary award from the Settlement in this case. 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. The Settlement has no effect on any right you have to sue the Santa Clara Defendants for damages.

You do not have the right to opt out of the injunctive relief part of the Settlement. The Settlement releases your right to sue any of the Defendants for injunctive or declaratory relief based on the disability access barriers that are the subject of this lawsuit.

12. 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 any violations of the California Unruh Civil Rights Act challenged in this case—including the denial of full and equal access to Levi's Stadium, its parking lots, the shuttles that serve it, the pedestrian right of way connecting the parking lots to the Stadium, or ticketing services—at any time before March 9, 2020. The Settlement has no effect on any right you have to sue the Santa Clara Defendants for damages regardless of whether you file a Claim Form or do nothing. You need not take any action in order for the Defendants to make the access improvements described in Section 7 above (the "injunctive relief") if the Settlement is approved.

13. How do I object to 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 monetary awards will be distributed pursuant to this Settlement, and the lawsuit will continue unless the Parties reach another settlement. If that is what you want to happen, you must object. If you are a Damages Class Member, you may still file a claim for a monetary award from the Settlement in this case if you object to the Settlement.

Any objection to the proposed Settlement must be in writing and must be mailed to the Settlement Administrator at the address below, postmarked by **June 28, 2020**:

Levi's Stadium Access Settlement Administrator
c/o KCC Class Action Services
P.O. Box 43501
Providence, RI 02940-3501

All written objections and supporting papers must: 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)); your full name, mailing address, email address, phone number, and your attorney's information if you are represented; 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.

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.

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

Objecting is 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 Damages Class. If you opt out of the Damages Class, you have no basis to object to the damages part of the Settlement because it no longer affects you.

INJUNCTIVE RELIEF CLASS MEMBERS' AND COMPANION INJUNCTIVE RELIEF CLASS MEMBERS' RIGHTS AND OPTIONS

15. If I'm a member of the Injunctive Relief Class or the Companion Injunctive Relief Class, but not the Damages Class, what are my options?

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 Settlement in this case. The Settlement has no effect on any right you have to sue the Defendants (both the Forty Niners and Santa Clara Defendants) separately for damages.

You do not have the right to opt out of the Injunctive Relief Class or the Companion Injunctive Relief Class. The Settlement releases your right to sue any of the Defendants for injunctive or declaratory relief based on the disability access barriers that are the subject of this lawsuit. However, you do have the right to object to the Settlement. The process for objecting to the Settlement is described in Section 13 above.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers as “Class Counsel” after finding that they are qualified to represent you and all Class Members: Guy B. Wallace of Schneider Wallace Cottrell Konecky LLP; Linda M. Dardarian of Goldstein, Borgen, Dardarian & Ho; and Adam B. Wolf of Peiffer Wolf Carr & Kane, APLC. They and their law firms are experienced in handling disability discrimination cases like this. If you want to be represented by another lawyer, you may hire one at your own expense.

Class Counsel’s contact information is listed in Section 20 on the last page of this notice.

17. How will the lawyers be paid?

Class Counsel intends to request up to \$13,457,152.40 separate from the \$24 million Damages Fund 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.

THE COURT’S FINAL APPROVAL HEARING

18. 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 July 16, 2020 at 1:30 p.m. 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.Lewisstadiumclassactionsettlement.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 Service 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.

19. Do I have to attend the Final Approval?

No. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to attend the Final Approval Hearing. As long as you submitted your written objection on time, and it complies with the other requirements listed in Section 13 above, the Court will consider it. You or your own attorney are welcome to attend the hearing at your own expense, but your attendance is not necessary.

GETTING MORE INFORMATION

20. 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.Lewisstadiumclassactionsettlement.com; by contacting Class Counsel below; 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.

If you have questions regarding this notice or the Settlement, please contact Class Counsel or the Settlement Administrator, listed below:

Class Counsel		
Guy B. Wallace Mark T. Johnson Travis Close SCHNEIDER WALLACE COTTRELL KONECKY LLP 2000 Powell Street Suite 1400 Emeryville, CA 94608 AccessLevis@schneiderwallace.com Tel: (415) 421-7100	Linda M. Dardarian Andrew P. Lee Katharine L. Fisher GOLDSTEIN, BORGEN DARDARIAN & HO 300 Lakeside Drive Suite 1000 Oakland, CA 94612 AccessLevis@gbdhlegal.com Tel: (866) 723-1494	Adam B. Wolf Catherine M. Cabalo PEIFFER WOLF CARR & KANE, APLC 4 Embarcadero Center Suite 1400 San Francisco, CA 94111 AccessLevis@pwcklegal.com Tel: (415) 766-3592
Settlement Administrator		
Stadium Access Settlement Administrator c/o KCC Class Action Services P.O. Box 43501 Providence, RI 02940-3501		

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