

**SETTLEMENT  
AGREEMENT  
EXHIBIT K**

# Exhibit K

## **Long Form Class Notice to be Posted on Settlement Website**

**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 aides, 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.

Questions? Call 1-8\*\*-\*\*\*-\*\*\*\* or visit [www.LevisStadiumclassaction.com](http://www.LevisStadiumclassaction.com)

<b>RIGHTS AND OPTIONS FOR DAMAGES CLASS MEMBERS</b>	
<b>SUBMIT A CLAIM FORM</b>	Submit a Claim Form no later than <b>[DEADLINE]</b> seeking payment. This is the only way to receive an individual settlement award as part of this settlement.
<b>OPT-OUT</b>	Opt-out of the settlement no later than <b>[DEADLINE]</b> . 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.
<b>OBJECT</b>	Write to the Court by <b>[DEADLINE]</b> with reasons why you think the Settlement should not be approved.
<b>DO NOTHING</b>	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.
<b>RIGHTS AND OPTIONS FOR OTHER CLASS MEMBERS</b>	
<b>OBJECT</b>	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 <b>[DEADLINE]</b> and explaining why you think it should not be approved.

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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

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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,

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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](http://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.

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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](http://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 **11** 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

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Administrator; or

2. Submit a Claim Form online at [www.LewisStadiumclassactionsettlement.com](http://www.LewisStadiumclassactionsettlement.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.LewisStadiumclassactionsettlement.com](http://www.LewisStadiumclassactionsettlement.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.

## 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.

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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@schneiderwal lace.com Tel: (415) 421-7100	Linda Dardarian GOLDSTEIN, BORGEN DARDARIAN & HO 300 Lakeside Drive Suite 1000 Oakland, CA 94612  AccessLevis@gbdhlegal.co m 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.

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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)), (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](http://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](http://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.

Questions? Call 1-8\*\*-\*\*\*-\*\*\*\* or visit [www.LevisStadiumclassaction.com](http://www.LevisStadiumclassaction.com)