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9 *Abdul Nevarez and Priscilla Nevarez*

10 UNITED STATES DISTRICT COURT  
11 NORTHER DISTRICT OF CALIFORNIA

12 ABDUL NEVAREZ and PRISCILLA  
13 NEVAREZ,

14 Plaintiffs,

15 v.

16 FORTY NINERS FOOTBALL  
17 COMPANY, LLC, a Delaware limited  
18 liability company; FORTY NINERS SC  
19 STADIUM COMPANY, LLC, a  
20 Delaware limited liability company;  
21 NATIONAL FOOTBALL LEAGUE;  
22 CITY OF SANTA CLARA; SANTA  
23 CLARA STADIUM AUTHORITY;  
24 TICKETMASTER ENTERTAINMENT,  
25 INC.; FORTY NINERS STADIUM  
26 MANAGEMENT COMPANY LLC; and  
27 DOES 1-10, Inclusive,

28 Defendants.

) Case No. 5:16-cv-07013-HRL  
) Civil Rights  
) *FIRST AMENDED COMPLAINT FOR*  
) *DECLARATORY AND INJUNCTIVE*  
) *RELIEF AND DAMAGES*  
)  
) 1. Violations of Title III of the  
) Americans with Disabilities Act of  
) 1990 (42 U.S.C. §§ 12101 *et seq.*)  
) 2. Violations of Title II of the  
) Americans with Disabilities Act of  
) 1990 (42 U.S.C. §§ 12101 *et seq.*)  
) 3. Violation of the Rehabilitation Act  
) of 1973 (29 U.S.C. § 794)  
) 4. Violations of California  
) Government Code Section 11135  
) 5. Violations of the California  
) Disabled Persons Act (Cal. Civil  
) Code § 54 *et seq.*; California Health  
) & Safety Code §§ 19955 *et seq.*)  
) 6. Violations of the California Unruh  
) Act (Cal. Civil Code § 51 *et seq.*)

26 COME NOW Plaintiffs ABDUL NEVAREZ and PRISCILLA NEVAREZ  
27 (together “Plaintiffs”) on behalf of themselves and all other similarly situated disabled  
28 and associated persons in this civil rights action, and hereby complain of defendants

1 FORTY NINERS FOOTBALL COMPANY, LLC; FORTY NINERS SC STADIUM  
2 COMPANY, LLC; NATIONAL FOOTBALL LEAGUE; CITY OF SANTA CLARA;  
3 SANTA CLARA STADIUM AUTHORITY; TICKETMASTER ENTERTAINMENT,  
4 INC.; FORTY NINERS STATDIUM MANAGEMENT COMPANY LLC; and DOES 1-  
5 10 (together “Defendants”) as follows:

6  
7 **INTRODUCTION**

8  
9 1. This is a civil rights action involving the lack of disabled access to the  
10 building, structure, facility, complex, property, land, development, and/or surrounding  
11 business complex known as “Levi’s Stadium,” located at or about: 4900 Marie P  
12 DeBartolo Way, Santa Clara, California 95054 (hereinafter the “Stadium”).

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14 2. Plaintiff ABDUL NEVAREZ (sometimes “Mr. Nevarez”) is mobility  
15 disabled and requires the use of a wheelchair. He and his wife, plaintiff PRISCILLA  
16 NEVAREZ (sometimes Ms. Nevarez”) have been long-time fans of the San Francisco  
17 Forty-Niners football team (“Niners”). Mr. and Ms. Nevarez go to as many Niners  
18 games as possible at the Stadium with their family. They also attend other events at the  
19 Stadium, such as Supercross.

20  
21 3. The configuration of the Stadium and its ticketing policies deny “full and  
22 equal” access required by Title III of the Americans with Disabilities Act of 1990, and  
23 supplementary State civil rights laws. As a result, Mr. Nevarez has been continuously  
24 denied access and/or deterred from visiting the Stadium during the two years preceding  
25 the filing of this Complaint (and earlier), suffered a denial of his rights to due process,  
26 was embarrassed and humiliated, and suffered statutory and general damages. Such  
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1 discrimination by public entity defendants CITY OF SANTA CLARA and SANTA  
2 CLARA STADIUM AUTHORITY is prohibited by Title II of the Americans with  
3 Disabilities Act of 1990. Mr. Nevarez seeks damages and injunctive relief requiring  
4 provision of access under the Americans with Disabilities Act of 1990 (“ADA”) and  
5 injunctive relief for “full and equal access” and statutory damages under California law.  
6 Plaintiff PRISCILLA NEVAREZ seeks recovery of damages for being retaliated against  
7 by Defendants for her assertion of rights on her and her husband’s behalf. Plaintiffs also  
8 seek recovery of reasonable statutory attorney fees, litigation expenses and costs, under  
9 federal and state law.  
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### 12 **JURISDICTION AND VENUE**

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14 4. This Court has jurisdiction of this action pursuant to 28 USC § 1331 for  
15 violations of the ADA, 42 USC §§ 12101 *et seq.* Pursuant to pendant jurisdiction,  
16 attendant and related causes of action arising from the same facts are also brought under  
17 California law, including but not limited to violations of Health & Safety Code §§ 19953-  
18 19959; California Civil Code §§ 51, 52, 54, 54.1, and 54.3; and Title 24 California Code  
19 of Regulations.  
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22 5. Venue is proper in this court pursuant to 28 USC § 1391(b) and is founded  
23 on the fact that the real property which is the subject of this action is located in this  
24 district and that Plaintiffs’ causes of action arose in this district.  
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26 6. This case should be assigned to the San Jose Division of the Northern  
27 District of California, as the real property which is the subject of this action is located in  
28 this intradistrict and Plaintiffs’ causes of action arose in this intradistrict.

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**PARTIES**

7. At all times relevant to this Complaint, Plaintiff ABDUL NEVAREZ is qualified as a “person with a disability,” as this term is used under California law and under federal laws, including but not limited to Titles II and III of the ADA. Mr. Nevarez’s right leg is amputated above the knee and he has significant nerve damage in his left leg and left arm. He requires use of a wheelchair for mobility. He also possesses a disabled parking placard and/or license plate issued by the State of California, entitling him to park in designated accessible and van-accessible parking spaces. Mr. Nevarez’s wife, Plaintiff PRISCILLA NEVAREZ, assisted Mr. Nevarez with and accompanied him to all the events described in this Complaint.

8. Defendants FORTY NINERS FOOTBALL COMPANY, LLC (“49ERS LLC”); FORTY NINERS SC STADIUM COMPANY, LLC (“STADCO”); NATIONAL FOOTBALL LEAGUE (“NFL”); CITY OF SANTA CLARA (“CITY”); SANTA CLARA STADIUM AUTHORITY (“STADIUM AUTHORITY”); TICKETMASTER ENTERTAINMENT, INC. (“TICKETMASTER”); FORTY NINERS STADIUM MANAGEMENT COMPANY LLC (“NINERS MGMT”); and DOES 1-10 are the owners, operators, lessors, and lessees, of the businesses, properties, facilities, and/or portions thereof located at or about 4900 Marie P DeBartolo Way, Santa Clara, California 95054 (previously referred to as the “Stadium”). Upon information and belief, defendants 49ERS LLC and the NFL own and operate the Niners, for which the Stadium was built. Upon information and belief, defendants CITY and STADIUM AUTHORITY

1 own and operate the Stadium and the property on which the Stadium was constructed.  
2 Upon information and belief, defendant NINERS MGMT operates and manages the  
3 Stadium on behalf of defendant STADIUM AUTHORITY. Upon information and belief,  
4 defendant STADCO leases portions of the Stadium from defendant STADIUM  
5 AUTHORITY, and STADCO then subleases these areas of the Stadium to defendant  
6 49ERS LLC. Upon information and belief, defendant TICKETMASTER operates all  
7 ticket sales for the Stadium.  
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10 9. The true names or capacities, whether individual, corporate, associate, or  
11 otherwise of defendants DOES 1-10 are unknown to Plaintiffs, who therefore sue said  
12 defendants by such fictitious names. Plaintiffs are informed and believe, and thereon  
13 allege, that each of the fictitiously named defendants is in some manner legally  
14 responsible for the events and happenings herein referred to, which caused injury and  
15 damages to Plaintiffs as herein alleged. Plaintiffs pray leave of Court to amend this  
16 Complaint to show such true names and capacities when the same have been ascertained.  
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19 10. Plaintiffs are informed and believe, and on such information and belief  
20 allege, that at all times mentioned herein, Defendants, and each of them, were the agents,  
21 servants, employees, and representatives of each of the other Defendants, and performed  
22 all acts and omissions stated herein within the scope of such agency or employment or  
23 representative capacity, and/or as part of a joint venture and common enterprise with one  
24 or more of the other Defendants, and are responsible in some manner for the acts and  
25 omissions of the other Defendants in proximately causing the damages complained of  
26 herein. All actions alleged herein were done with the knowledge, consent approval and  
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1 ratification of each of the Defendants herein, including their managing agents, owners,  
2 and representatives.

### 3 4 5 FACTUAL ALLEGATIONS

6 11. The subject Stadium and its facilities, including but not limited to its  
7 entrances/exits, wayfinding signage, seating, interior and exterior paths of travel,  
8 concessions, parking facilities, and ticketing procedures are each a “public  
9 accommodation” and part of a “business establishment,” subject to the requirements of  
10 multiple categories of § 301(7) of the ADA (42 U.S.C. § 12181(7)), of California Health  
11 & Safety Code §§ 19953 *et seq.*, of California Civil Code §§ 51 *et seq.*, and of California  
12 Civil Code §§ 54 *et seq.* On information and belief, this Stadium and its facilities have,  
13 since July 1, 1970, undergone construction and/or “alterations, structural repairs, or  
14 additions,” subjecting the facility to disabled access requirements per Health & Safety  
15 Code §§ 19955-19959 *et seq.*, and as to alterations since January 26, 1993, to the disabled  
16 access requirements of § 303 of the ADA (42 U.S.C. § 12183). Such facilities  
17 constructed or altered since 1982 are also subject to “Title 24,” the California State  
18 Architect’s Regulations. On information and belief, the Stadium was constructed from  
19 2012 to 2014. However, this new Stadium lacks many required accessible features.  
20 Further, irrespective of the construction and alteration history, removal of many of the  
21 access barriers at the subject premises are subject to the “readily achievable” barrier  
22 removal requirements of Title III of the ADA and, as to defendants CITY and STADIUM  
23 AUTHORITY, to the “programmatic access” requirements of Title II of the ADA.  
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1           12. Plaintiff ABDUL NEVAREZ has visited the Stadium as a paying customer  
2 multiple times in the last two years and encountered numerous barriers (both physical and  
3 intangible) that interfered with, if not outright denied, his ability to use and enjoy the  
4 goods, services, privileges and accommodations offered at the Stadium. Plaintiff  
5 PRISCILLA NEVAREZ assisted and accompanied Mr. Nevarez on all his visits to the  
6 Stadium.  
7 Stadium.

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9           13. Mr. and Ms. Nevarez attempted to attend their first Niners game at the  
10 Stadium, a December 20, 2014 game against the San Diego Chargers. They called the  
11 Stadium's Box Office ("Box Office") to purchase tickets but were told that the Stadium  
12 did not sell tickets over the phone and that they had to buy them in person. Ms. Nevarez  
13 told the Box Office representative that Mr. Nevarez is an amputee in a wheelchair and  
14 that they needed to purchase tickets in advance so they could plan accordingly. However,  
15 the Box Office refused to make any type of accommodation for them. They were  
16 referred to the Stadium's "legal department" and explained the situation to a man on the  
17 phone. He also refused to make any type of accommodation.

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20           14. Mr. and Ms. Nevarez were able to attend the December 20, 2014 game after  
21 a friend heard of their plight and gave them her season tickets for the game. This friend  
22 called the Stadium and was able to exchange her season tickets for disabled-accessible  
23 seats. Mr. and Ms. Nevarez were shocked that the Stadium had no problem exchanging  
24 tickets for a season ticket holder but refused to assist them earlier on the phone.  
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27           15. Mr. and Ms. Nevarez's friend also gave them her parking pass for the  
28 game, which allowed them to park on the grass of the golf course adjacent to the

1 Stadium. However, it was difficult to negotiate Mr. Nevarez's wheelchair through the  
2 grass and travel to the shuttle which took them to the "Visa Box Office" to get the tickets.  
3  
4 After getting the tickets at the Visa Box Office, they were forced to travel a significant  
5 distance to the entrance to the Stadium.

6 16. Since the Box Office refused to assist them for the December 20, 2014  
7 game, Mr. and Ms. Nevarez tried a different approach for an April 18, 2015 Supercross  
8 event at the Stadium -- they purchased four disabled-accessible seats. They purchased  
9 the tickets online using the Stadium website. Upon information and belief, all online  
10 tickets sales for Stadium are operated by defendant TICKETMASTER.  
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13 17. On April 18, 2015, Mr. and Ms. Nevarez parked in the Stadium's main lot  
14 in disabled-accessible parking. Upon entering the Stadium, they proceeded to find an  
15 elevator, but could not find one. The Stadium had no signs indicating where the elevators  
16 are located, and despite walking around they could not find any elevator or any Stadium  
17 employee who knew where the elevator was located. Mr. and Ms. Nevarez were  
18 exhausted from traveling back and forth alongside the Stadium trying to locate an  
19 elevator or knowledgeable staff. Only after speaking with numerous employees and  
20 having one employee finally radio for assistance, were Mr. and Ms. Nevarez able to  
21 locate an elevator.  
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24 18. While Mr. and Ms. Nevarez were watching the races at the April 18, 2015  
25 Supercross event, their friend invited them up to his suite at the Stadium. They entered  
26 the suite, but it was extremely tight and uncomfortable, as it was not wheelchair-  
27 accessible and they were in everyone's way. Mr. Nevarez could not watch the races, as  
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1 there was no access for him to watch. A flight of stairs led down to the only stadium-  
2 view seats for the suite and there was a bar/table behind the stadium-view seats, at which  
3 people were sitting. The only place Mr. Nevarez could see the races was at the door  
4 where the stairs led down to the stadium-view seats for the suite, but he and Ms. Nevarez  
5 had to keep moving since people were coming in and out to get food. They spent the  
6 entire time moving out of people's way, which was extremely embarrassing.  
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9 19. A friend of Mr. and Ms. Nevarez had two extra tickets to the November 29,  
10 2015 game against the St. Louis Cardinals, so she invited them to tailgate and go to the  
11 game. Mr. and Ms. Nevarez attempted to purchase a parking pass for the game on the  
12 Ticketmaster.com website. Ticketmaster.com did not have any disabled-accessible  
13 parking available at the standard price so they were forced to purchase a VIP parking  
14 pass which was \$10 extra. Using this parking pass, they parked in Blue Lot 1. They  
15 arrived early but the lot didn't open until 10:00 am, which meant that they could enjoy  
16 the tailgate party for a short time only since they had to make the trek to the Visa Box  
17 Office to exchange the tickets gifted to them for a disabled-accessible and companion  
18 seat. They were advised by the Stadium that disabled-accessible tickets are available on  
19 a first-come, first-served basis.  
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23 20. Ms. and Mr. Nevarez parked close to the entrance of Blue Lot 1. From the  
24 entrance of Blue Lot 1, there was no signage indicating where shuttle service or the  
25 designated pedestrian path of travel from Blue Lot 1 to the Stadium was located. Ms.  
26 Nevarez approached a male parking attendant to ask for a shuttle to the Visa Box Office  
27 to exchange Mr. Nevarez's ticket for a disabled-accessible seat. The parking attendant  
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1 directed them to the far end of Blue Lot 1, which was further away from the Stadium, and  
2 told them the shuttle was located there. This was extremely inconvenient since the Visa  
3 Box Office is already a very far distance from Blue Lot 1. They had to leave the tailgate  
4 early to give themselves enough time to push Mr. Nevarez's wheelchair across the entire  
5 parking lot to get to the shuttle and get to the Visa Box Office before it ran out of  
6 disabled-accessible tickets.  
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9 21. A friend of Mr. and Ms. Nevarez decided to join them since he also had to  
10 exchange his ticket for a disabled-accessible seat. They left the tailgate to head across  
11 Blue Lot 1 to the shuttle station and arrived at a table with a flag with a wheelchair  
12 symbol. However, the employees stationed there were unable to assist them with getting  
13 a shuttle. Ms. and Mr. Nevarez and their friend walked to another area where a "Bauer's  
14 Transportation" bus was parked, but the employees there told them that the ramp/lift for  
15 the bus was broken. Ms. and Mr. Nevarez then requested a golf cart for transport to the  
16 Visa Box Office. After radioing for assistance, an employee advised them that a golf cart  
17 was on its way. Mr. and Ms. Nevarez and their friend waited approximately 30  
18 minutes, but no cart came. Ms. Nevarez went back to the employee who radioed for the  
19 golf cart to find out the status of the cart. After calling for radio assistance again, the  
20 employee advised Ms. Nevarez that there was no golf cart coming because golf carts  
21 cannot cross Talisman Road to access the parking lot that they were in. Stadium  
22 employees made no effort to alert Mr. and Ms. Nevarez of this change of the plan. Had  
23 Ms. Nevarez not proactively inquired of the employee who requested the golf cart, she,  
24 Mr. Nevarez, and their friend would have been left waiting there indefinitely.  
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1           22. By this point, Mr. and Ms. Nevarez were extremely upset by the lack of  
2 shuttle access, clueless Stadium employees, and the ultimate waste of time to get to the  
3 Visa Box Office. When another Bauer's bus showed up, employees operating this bus  
4 said they could take them but only to a certain parking lot -- not all the way to the Visa  
5 Box Office. By then, they had already wasted 45 minutes and had not even left the  
6 parking lot. They decided that the time to load onto the bus and wait for other passengers  
7 (they were advised the bus would not leave until it was full) would not afford them  
8 enough time, especially because the bus could not take them all the way to the Visa Box  
9 Office.  
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11           23. They started walking/rolling towards the Stadium along Democracy Way.  
12 The sidewalk was uphill, curvy, with multiple cracks and split concrete, which is very  
13 dangerous for a wheelchair. Ms. Nevarez proceeded to push Mr. Nevarez in his  
14 wheelchair to the next main intersection, Old Ironside Drive. At that intersection a  
15 pedicab tricycle driver said he could take all 3 of them and the wheelchair for \$40. This  
16 pedicab was the only way they could get to the Visa Box Office, as it was still almost a  
17 mile away of pushing the wheelchair on the unsafe sidewalks. Ms. Nevarez and the  
18 friend helped Mr. Nevarez get into the pedicab and Ms. Nevarez took apart Mr.  
19 Nevarez's wheelchair to fold it up and load it. Their friend got in, Ms. Nevarez loaded  
20 Mr. Nevarez's wheelchair, and Ms. Nevarez squeezed in on Mr. Nevarez's lap. It was  
21 humiliating for all of them to be on that pedicab together, everyone staring at them. They  
22 were also worried that they would not be able to exchange their tickets in enough time.  
23 The driver told them he could only take them to the entrance of the main parking lot and  
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1 left them there. Ms. Nevarez struggled to put Mr. Nevarez's wheelchair back together  
2 and rush to the Visa Box Office.

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4 24. They still had to hike a distance to get to the Visa Box Office. Once they  
5 made it through the main parking lot, they had to get through the metal detectors. They  
6 approached a flag with the wheelchair symbol, however, Mr. Nevarez's wheelchair  
7 would not fit through the metal detector at this marked wheelchair "accessible" entrance.  
8 Multiple Stadium employees stood there with blank stares when Mr. and Ms. Nevarez  
9 asked where they were supposed to go, which made navigating more difficult and  
10 embarrassing. None of the Stadium employees could tell them what to do or where to go.  
11 Finally, a female employee yelled at them to go all the way to the end of the metal  
12 detectors to get in. They proceeded that way and finally made it inside, at which point  
13 they still had to get to the Visa Box Office, which was located across a bridge and on the  
14 opposite side of the Stadium from where the main entrance was located.

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18 25. Having endured extreme difficulty getting to the Stadium, entering through  
19 security, and finally getting seated, Ms. and Mr. Nevarez decided to leave in the third  
20 quarter of the game because they feared similar difficulties getting back to their car in  
21 Blue Lot 1. As they were exiting, a Stadium employee offered to assist them and took  
22 them to a bench by the elevator. They waited several minutes, but got anxious with the  
23 passage of time and more people exiting the Stadium. They asked the employee if she  
24 was getting them assistance to take them to Blue Lot 1. She said no, she was calling for  
25 assistance to escort them to the shuttle. Explaining that they did not need an escort to the  
26 shuttle, Ms. and Mr. Nevarez left and headed down the elevator and out of the Stadium.  
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1 As they were walking toward the parking lot, they asked an employee about the shuttle.  
2 The employee stated that passengers would need to wait until the shuttle was full before  
3 it would take off. Deciding the shuttle would be a waste of time and further hinder their  
4 exit and make departure difficult, they continued walking/rolling toward Blue Lot 1 and  
5 hailed another pedicab, which they paid \$30 for. They finally got to their car and exited  
6 Blue Lot 1, emotionally and physically exhausted from the day's ordeal.  
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9 26. On or about March 15, 2016, Ms. Nevarez attempted to buy a block of  
10 tickets for Mr. Nevarez and her, their kids, and a few friends to go to Supercross 2016,  
11 scheduled to take place on April 2, 2016 at the Stadium. The Stadium website  
12 automatically directed her to the Ticketmaster.com website to buy tickets. However,  
13 there were no disabled-accessible seats available on the Ticketmaster.com website for the  
14 event.  
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16 27. She called the Box Office on or about March 28, 2016 to buy an accessible  
17 seat for Mr. Nevarez and to coordinate seats for the rest of their family and friends. They  
18 were planning to use a discount code provided to them by a local radio station to  
19 purchase \$20 tickets for everyone. The Box Office representative told Ms. Nevarez that  
20 the Stadium had accessible seats available for \$49/seat, which were the least expensive  
21 accessible seats available, but that she had to buy the accessible seat in person from the  
22 Box Office (i.e. the Box Office could not sell tickets over the phone). When she  
23 explained that it was not possible to drive all the way from where they live in Antioch to  
24 the Box Office just to purchase tickets in advance, she was told that there were no other  
25 options if they wanted to buy an accessible seat in advance. Their only option was to buy  
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1 tickets in person, which meant that they would need to wait until the day of the event and  
2 hope that there would still be accessible seats available and that their family and friends  
3 could be seated together. The Box Office representative also alerted Ms. Nevarez that  
4 she would not be able to use her discount code if she did not book online. Fearing that  
5 they would not be able to attend the event if they didn't buy tickets in advance, Ms. and  
6 Mr. Nevarez decided to buy a block of regular seat tickets online and plan to exchange  
7 Mr. Nevarez's ticket for an accessible seat on the day of the event.  
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10 28. On April 2, 2016 Mr. and Ms. Nevarez arrived at the Stadium in the mid-  
11 afternoon. Their children were arriving separately with their friends and were planning to  
12 meet them at the Stadium. Mr. and Ms. Nevarez went to a trailer set up as the Stadium's  
13 box office for the event to exchange Mr. Nevarez's ticket for an accessible seat and to  
14 ensure they all sat together. However, the box office trailer was set up in a way that there  
15 was no way that Mr. Nevarez or anyone in a wheelchair would be able to get to the ticket  
16 windows – the Stadium had barriers set up that did not allow for a path of travel wide  
17 enough for a wheelchair. Mr. and Ms. Nevarez asked the Stadium employee standing in  
18 front of the trailer how Mr. Nevarez would have been expected to access the ticket  
19 window on his own. The employee said that he would run between Mr. Nevarez and the  
20 ticket window to complete the transaction or move stuff around to “get him in there.”  
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24 29. Ms. Nevarez was forced to go to the ticket window without Mr. Nevarez.  
25 He stayed behind the barriers, which was embarrassing and humiliating. The female  
26 employee at the ticket window advised Ms. Nevarez that she could get no more than 4  
27 seats together (1 accessible seat + 3 companion seats). After the many obstacles Ms. and  
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1 Mr. Nevarez endured to get to this point, only to be told that their party would not be able  
2 to be seated next to Mr. Nevarez, Ms. Nevarez expressed her frustration with the  
3 representative at the window. The representative finally capitulated and reissued the  
4 tickets so that the entire party was seated next to an accessible seat for Mr. Nevarez,  
5 noting that she was doing this as a “one-time accommodation.”  
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8 30. When the box office trailer representative reissued the tickets, Ms. Nevarez  
9 asked whether her kids and their friends, who were part of the original block of tickets  
10 they had purchased online but who were arriving on their own, would be able to enter the  
11 Stadium with their original tickets or if she and Mr. Nevarez now needed to track them  
12 down to give them new tickets. The woman at the ticket window assured Ms. Nevarez  
13 that there would be no problem for the other members of the party to get in with their  
14 original tickets.  
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17 31. When Mr. and Ms. Nevarez tried to enter the Stadium, they experienced the  
18 same entry problems as before – gate entries marked with the wheelchair symbol were  
19 not actually accessible, as the metal detectors were too narrow for a wheelchair. They  
20 sought assistance from several Stadium employees who had no idea where Mr. Nevarez  
21 could gain entry and finally found a male employee who directed Mr. Nevarez to a gate  
22 where he could enter after being patted down.  
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25 32. After getting through security, Ms. and Mr. Nevarez noticed a team of  
26 Stadium employees standing around with empty wheelchairs. A woman who appeared to  
27 be the “lead” of this team approached them and asked if they needed any assistance. Ms.  
28 Nevarez told her that they did, in fact, need assistance confirming that their kids and their

1 friends would be able to access the Stadium despite the tickets being reissued by the box  
2 office trailer. This woman also assured Ms. and Mr. Nevarez that their kids and their  
3 friends would be able to get in with their original tickets.  
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5 33. Unfortunately, after Mr. and Ms. Nevarez had already situated inside to  
6 explore the vendors for the event (referred to as the "pit"), their daughter and her friend  
7 called Ms. Nevarez because they were being refused entrance to the Stadium. Ms. and  
8 Mr. Nevarez were forced to travel all the way to the opposite side of the Stadium (near  
9 the Visa Box Office) to get their daughter and her friend into the Stadium. Traveling  
10 long distances like this is no small feat, given Mr. Nevarez's disability.  
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12 34. Like all other times they have been at the Stadium, Mr. and Ms. Nevarez  
13 had difficulty locating the elevator, as it was still not marked/signed appropriately. The  
14 elevator they finally found and used on this occasion was located through an unmarked  
15 double-door entrance. One of the entrance doors was locked and the other door was  
16 extremely heavy to open, making it virtually impossible for Mr. Nevarez to enter without  
17 assistance. Upon entering, they encountered difficulty trying to locate the elevator  
18 because the path to leading to the elevator was unlit and dark, making it look like an area  
19 that patrons should not be in. Additionally, the elevator alcove was blocked by what  
20 looked like extra tables from concessions, again making it difficult for them to enter and  
21 exit the elevator. When they complained to the elevator attendant about how difficult it  
22 always is to find the elevator, the attendant conceded, "It's like an Easter egg hunt to find  
23 the elevator. It's like Where's Waldo?"  
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28 35. When Mr. and Ms. Nevarez finally got to their seats, the concession booths

1 near their seats were closed. When they tried to access the indoor concession booths,  
2 they realized that there was no disabled-accessible seating at all seating areas and that the  
3 bar did not have a lowered section for Mr. Nevarez to order from. They left the event  
4 frustrated, exhausted, and upset again at how awful the Stadium treats disabled patrons  
5 and their families.  
6

7  
8 36. Plaintiff ABDUL NEVAREZ alleges continuous and ongoing  
9 discrimination. Plaintiffs have been injured by being deterred from visiting the Stadium  
10 and other events sponsored by defendants 49ERS LLC, STADCO, and NFL for other  
11 occasions that Plaintiffs desired to visit, including Super Bowl City 2016, and incidents  
12 occurring after the filing of this Complaint to the time of final judgment.  
13

14 37. The barriers described above in paragraphs 11-36 are only those that  
15 Plaintiff ABDUL NEVAREZ encountered. He is presently unaware of other barriers  
16 which may in fact exist at the Stadium and relate to his disabilities. Mr. Nevarez will  
17 seek to amend this Complaint once such additional barriers are identified as it is his  
18 intention to have all barriers which exist at the Stadium and relate to his disabilities  
19 removed to afford him full and equal access.  
20

21  
22 38. Plaintiffs' numerous complaints to Stadium employees and Defendants'  
23 representatives have been ignored. Plaintiffs allege that it would be a futile gesture to  
24 provide further notices of violations relating to Plaintiffs' continuous visits and  
25 deterrence and retaliation by Defendants, which are certain to occur on a regular basis  
26 following the filing of this Complaint. Therefore, Plaintiffs reserve, and will seek to  
27 supplement this Complaint at the time of trial as to subsequent events, according to proof.  
28



1 herein, the allegations contained in paragraphs 1 through 41 of this Complaint, and  
2 incorporate them herein as if separately repled.

3  
4 43. In 1990 the United States Congress made findings that laws were needed to  
5 more fully protect “some 43,000,000 Americans [with] one or more physical or mental  
6 disabilities;” that “historically, society has tended to isolate and segregate individuals  
7 with disabilities;” that “such forms of discrimination against individuals with disabilities  
8 continue to be a serious and pervasive social problem;” that “the Nation’s proper goals  
9 regarding individuals with disabilities are to assure equality of opportunity, full  
10 participation, independent living, and economic self-sufficiency for such individuals;”  
11 and that “the continuing existence of unfair and unnecessary discrimination and prejudice  
12 denies people with disabilities the opportunity to compete on an equal basis and to pursue  
13 those opportunities for which our free society is justifiably famous . . . .” 42 U.S.C. §  
14 12101.  
15  
16  
17

18 44. In passing the ADA, Congress stated as its purpose:

19 It is the purpose of this Act

20 (1) to provide a clear and comprehensive national mandate for the  
21 elimination of discrimination against individuals with disabilities;

22 (2) to provide clear, strong, consistent, enforceable standards addressing  
23 discrimination against individuals with disabilities;

24 (3) to ensure that the Federal Government plays a central role in enforcing the  
25 standards established in this Act on behalf of individuals with disabilities; and

26 (4) to invoke the sweep of congressional authority, including the power to enforce  
27 the fourteenth amendment and to regulate commerce, in order to address the major  
28 areas of discrimination faced day-to-day by people with disabilities. (Emphasis  
added)

42 U.S.C. § 12101(b).

1           45. As part of the ADA, Congress passed “Title III - Public Accommodations  
2 and Services Operated by Private Entities.” 42 U.S.C. § 12181 *et seq.* The Stadium and  
3 its ticketing operations are among the “private entities” which are considered “public  
4 accommodations” for purposes of this title, which includes but is not limited to a “. . .  
5 stadium or other place of exhibition or entertainment” (see 42 U.S.C. § 12181(7)(C)) and  
6 “a restaurant, bar, or other establishment serving food or drink,” (see 42 U.S.C. §  
7 12181(7)(B)).

8           46. The ADA states that “No individual shall be discriminated against on the  
9 basis of disability in the full and equal enjoyment of the goods, services, facilities,  
10 privileges, advantages, or accommodations of any place of public accommodation by any  
11 person who owns, leases, or leases to, or operates a place of public accommodation.” 42  
12 U.S.C. § 12182. The specific prohibitions against discrimination include, but are not  
13 limited to the following:

14 § 12182(b)(1)(A)(ii): “Participation in Unequal Benefit. - It shall be discriminatory to  
15 afford an individual or class of individuals, on the basis of a disability or disabilities of  
16 such individual or class, directly, or through contractual, licensing, or other arrangements,  
17 with the opportunity to participate in or benefit from a good, service, facility, privilege,  
18 advantage, or accommodation that is not equal to that afforded to other individuals.”

19 § 12182(b)(2)(A)(ii): “a failure to make reasonable modifications in policies, practices, or  
20 procedures when such modifications are necessary to afford such goods, services,  
21 facilities, privileges, advantages, or accommodations to individuals with disabilities...;”

22 § 12182(b)(2)(A)(iii): “a failure to take such steps as may be necessary to ensure that no  
23 individual with a disability is excluded, denied service, segregated, or otherwise treated  
24 differently than other individuals because of the absence of auxiliary aids and services...;”

25 § 12182(b)(2)(A)(iv): “a failure to remove architectural barriers, and communication  
26 barriers that are structural in nature, in existing facilities... where such removal is readily  
27 achievable;”  
28

1 § 12182(b)(2)(A)(v): “where an entity can demonstrate that the removal of a barrier  
2 under clause (iv) is not readily achievable, a failure to make such goods, services,  
3 facilities, privileges, advantages, or accommodations available through alternative  
4 methods if such methods are readily achievable.”

5 The acts and omissions of Defendants set forth herein were in violation of  
6 Plaintiffs’ rights under the ADA and the regulations promulgated thereunder, 28 CFR  
7 Part 36 *et seq.*

8 47. Plaintiffs allege on information and belief that the Stadium was designed  
9 and constructed (or both) after January 26, 1993 – independently triggering access  
10 requirements under Title III of the ADA. The ADA prohibits designing and constructing  
11 facilities for first occupancy after January 26, 1993 that aren’t readily accessible to, and  
12 usable by, individuals with disabilities when it was structurally practicable to do so. 42  
13 U.S.C. § 12183(a)(1). Here, Defendants violated the ADA by designing and constructing  
14 (or both) the Stadium in a manner that made it not readily accessible to the physically  
15 disabled public, including plaintiff ABDUL NEVAREZ, when it was structurally  
16 practical to do so.

17 48. The removal of each of the barriers complained of by plaintiff ABDUL  
18 NEVAREZ as herein alleged, were at all times herein mentioned “readily achievable”  
19 under the standards §§ 12181 and 12182 of the ADA. As noted throughout this  
20 Complaint, removal of each and every one of the architectural barriers complained of  
21 herein was also required under California law. Plaintiffs allege on information and belief  
22 that the Stadium was modified after January 26, 1993. Any alterations, structural repairs  
23 or additions since January 26, 1993 have independently triggered requirements for  
24 removal of barriers to access for disabled persons per § 12183 of the ADA. If removal of  
25 any physical barrier is found to be “not readily achievable,” Defendants still violated the  
26 ADA, per § 12182(b)(2)(A)(v), by failing to provide all goods, services, privileges,  
27 advantages and accommodations through alternative methods that were “readily  
28 achievable.”

1           49.     The ADA also requires reasonable modifications in policies, practices, or  
2 procedures, when necessary to afford such goods, services, facilities, or accommodations  
3 to individuals with disabilities, unless the entity can demonstrate that making such  
4 modifications would fundamentally alter their nature. 42 U.S.C. § 12182(b)(2)(A)(ii).  
5 Here, Defendants violated the ADA by failing to make reasonable modifications in  
6 policies, practices, or procedures at the Stadium and for events at the Stadium, when  
7 these modifications were necessary to afford (and would not fundamentally alter the  
8 nature of) these goods, services, facilities, and accommodations.

9           50.     On information and belief, as of the dates of Plaintiffs' encounters  
10 regarding events at the Stadium and as of the filing of this Complaint, the subject  
11 premises have denied and continue to deny full and equal access to plaintiff ABDUL  
12 NEVAREZ and to other mobility disabled persons in other respects, which violate Mr.  
13 Nevarez's rights to full and equal access and which discriminate against him on the basis  
14 of his disability, thus wrongfully denying to him the full and equal enjoyment of the  
15 goods, services, facilities, privileges, advantages and accommodations, in violation of  
16 §§ 12182 and 12183 of the ADA. 42 U.S.C. §§ 12182 and 12183.

17           51.     Although defendants CITY and STADIUM AUTHORITY are Title II  
18 entities, on information and belief defendants CITY and STADIUM AUTHORITY are  
19 also liable under Title III as the "owner" of the property on which the Stadium, which  
20 operates as a Title III entity, is situated and for which the Stadium operators and lessees  
21 make rental payments. On information and belief, defendants CITY and STADIUM  
22 AUTHORITY are also liable, as a lessor of the Stadium and subject property, under Title  
23 III of the ADA, in addition to its liability under Title II. Regarding being a Title III  
24 entity, defendants CITY and STADIUM AUTHORITY, as landlords, may be necessary  
25 parties to any injunction or consent decree for injunctive relief that may be required to  
26 obtain access for disabled persons at the Stadium in the respects complained of, pursuant  
27 to the ADA. 42 U.S.C. § 12188.

28           52.     Pursuant to the ADA, 42 U.S.C. 12188 *et seq.*, Mr. Nevarez is entitled to

1 the remedies and procedures set forth in § 204(a) of the Civil Rights Act of 1964, 42  
2 U.S.C. 2000(a)-3(a), as he is being subjected to discrimination based on disability in  
3 violation of the ADA or has reasonable grounds for believing that he is about to be  
4 subjected to discrimination. Pursuant to § 12188(a)(2), “Injunctive relief. In the case of  
5 violations of sections 12182(b)(2)(A)(iv) and section 12183(a) of this title, injunctive  
6 relief shall include an order to alter facilities to make such facilities readily accessible to  
7 and usable by individuals with disabilities to the extent required by this subchapter.  
8 Where appropriate, injunctive relief shall also include requiring the provision of an  
9 auxiliary aid or service, modification of a policy, or provision of alternative methods, to  
10 the extent required by this subchapter.”

11 53. Plaintiff ABDUL NEVAREZ seeks relief pursuant to remedies set forth in  
12 § 204(a) of the Civil Rights Act of 1964, 42 USC 2000(a)-3(a), and pursuant to Federal  
13 Regulations adopted to implement the ADA. He is a qualified disabled person for  
14 purposes of § 12188(a) of the ADA who is being subjected to discrimination based on  
15 disability in violation of Title III and who has reasonable grounds for believing he will be  
16 subjected to such discrimination each time that he may attempt to use the subject  
17 facilities.

18 54. Plaintiff PRISCILLA NEVAREZ seeks relief pursuant to remedies set forth  
19 in 42 U.S.C. § 12203. She has been discriminated against in her attempts to assist Mr.  
20 Nevarez with obtaining tickets for and attending events at the Stadium.

21 WHEREFORE, Plaintiffs request additional relief as outlined below.

22  
23 **SECOND CAUSE OF ACTION:**  
24 **VIOLATION OF THE ADA, TITLE II [42 USC §§ 12201 *et seq.*]**  
25 **(As to Plaintiffs ABDUL NEVAREZ and PRISCILLA NEVAREZ against**  
26 **defendants CITY and STADIUM AUTHORITY only)**

27 55. Plaintiffs replead and incorporate by reference, as if fully set forth  
28 hereafter, the allegations contained in Paragraphs 1 through 54 of this Complaint and  
incorporate them herein as if separately repled.

1           56.     Effective January 26, 1992, plaintiff ABDUL NEVAREZ is entitled to the  
2     protections of the “Public Services” provision of Title II of the Americans with  
3     Disabilities Act of 1990. Title II, Subpart A prohibits discrimination by any “public  
4     entity”, including any state or local government, as defined by 42 U.S.C. § 12131.

5           57.     Pursuant to Title II of the ADA (42 U.S.C. § 12132), no qualified  
6     individual with a disability shall, by reason of such disability, be excluded from  
7     participation in or be denied the benefits of the services, programs or activities of a public  
8     entity, or be subjected to discrimination by any such entity. Plaintiff ABDUL  
9     NEVAREZ was at all times relevant herein a qualified individual with a disability as  
10    defined by the ADA.

11          58.     Public entity defendants CITY and STADIUM AUTHORITY have failed  
12    in their responsibilities under Title II to provide their services, programs and activities in  
13    a full and equal manner to disabled persons as described herein, including failing to  
14    ensure that the Stadium and other public facilities located on the property owned and  
15    operated by defendants CITY and STADIUM AUTHORITY are properly accessible to  
16    disabled persons; failing to ensure that related public facilities and public  
17    accommodations, as described herein, are accessible to disabled persons; and failing to  
18    remove known architectural barriers at the subject facilities so as to be accessible to  
19    disabled persons, and/or modify its programs, services and activities to make them  
20    accessible to disabled persons, including Mr. Nevarez. As a proximate result of  
21    defendants CITY and STADIUM AUTHORITY’s actions and omissions, Mr. Nevarez  
22    was discriminated against in violation of Title II of the ADA and of the regulations  
23    adopted to implement the ADA. Mr. Nevarez has suffered damages, compensable under  
24    Title II for intentional acts of defendants CITY and STADIUM AUTHORITY, including  
25    deliberate indifference, and has suffered physical, mental and emotional damages,  
26    including difficulty, discomfort or embarrassment.

27          59.     Per § 12133 of the ADA, as a result of such discrimination, in violation of §  
28    12132 of the ADA, Mr. Nevarez is entitled to the remedies, procedures and rights set

1 forth in Section 505 of the Rehabilitation Act of 1973 (29 USC § 794a).

2         60. To the date of filing this Complaint, the specified public facilities continue  
3 to be inaccessible for safe and independent use by physically disabled persons such as  
4 Mr. Nevarez. Mr. Nevarez is unable, so long as such acts and omissions of defendants  
5 CITY and STADIUM AUTHORITY continue, to achieve equal access to and use of  
6 these public buildings and facilities, and cannot return to properly use these facilities until  
7 they are made properly accessible to disabled persons. Mr. Nevarez alleges that he  
8 intends to do so, once legally required access has been provided. The acts of defendants  
9 CITY and STADIUM AUTHORITY have proximately caused and will continue to cause  
10 irreparable injury to Mr. Nevarez if not enjoined by this Court.

11         61. Plaintiff PRISICILLA NEVAREZ seeks relief pursuant to remedies set  
12 forth in 42 U.S.C. § 12203. She has been discriminated against in her attempts to assist  
13 Mr. Nevarez with obtaining tickets for and attending events at the Stadium.

14         WHEREFORE, Plaintiffs request relief as outlined below.

15  
16                                 **THIRD CAUSE OF ACTION:**  
17                                 **VIOLATION OF THE REHABILITATION ACT OF 1973**  
18                                 **[29 U.S.C. § 794]**  
19                                 **(As to Plaintiff ABDUL NEVAREZ only against**  
20                                 **defendants CITY and STADIUM AUTHORITY only)**

21         62. Plaintiffs replead and incorporate by reference, as if fully set forth again  
22 herein, the allegations contained in Paragraphs 1 through 61 of this Complaint, and  
23 incorporate them herein as if separately replead.

24         63. Upon information and belief, at all times relevant to this action, defendants  
25 CITY and STADIUM AUTHORITY were recipients of federal funding within the  
26 meaning of the Rehabilitation Act. As recipients of federal funds, they are required to  
27 reasonably accommodate persons with disabilities in their facilities, programs, and  
28 activities.

28         64. Plaintiff ABDUL NEVAREZ is a qualified individual with a disability as

1 defined in the Rehabilitation Act. 29 U.S.C. § 705.

2 65. By their policies and practices of discriminating against and failing to  
3 reasonably accommodate patrons with mobility disabilities, defendants CITY and  
4 STADIUM AUTHORITY violated Section 504 of the Rehabilitation Act. 29 U.S.C. §  
5 794.

6 66. As a result of defendants CITY and STADIUM AUTHORITY’s  
7 discrimination and failure to provide reasonable accommodations, plaintiff ABDUL  
8 NEVAREZ and others with disabilities do not have equal access to the activities,  
9 programs, and services at the Stadium for which they are otherwise qualified.

10 67. Mr. Nevarez’s injuries are ongoing so long as defendants CITY and  
11 STADIUM AUTHORITY do not modify their policies and procedures and provide fully-  
12 accessible facilities for Mr. Nevarez and other persons with mobility disabilities.

13 WHEREFORE, Plaintiffs request relief as outlined below.

14  
15 **FOURTH CAUSE OF ACTION:**  
16 **VIOLATION OF CALIFORNIA GOVERNMENT CODE SECTION 11135**  
17 **(As to Plaintiff ABDUL NEVAREZ only against**  
**defendants CITY and STADIUM AUTHORITY only)**

18 68. Plaintiffs replead and incorporate by reference, as if fully set forth again  
19 herein, the allegations contained in paragraphs 1 through 67 of this Complaint, and  
20 incorporate them herein as if separately replead.

21 69. Upon information and belief, defendants CITY and STADIUM  
22 AUTHORITY receive financial assistance from the State of California. Plaintiff ABDUL  
23 NEVAREZ is a person with a disability within the meaning of California Government  
24 Code section 11135.

25 70. Defendants CITY and STADIUM AUTHORITY denied Mr. Nevarez full  
26 access to the benefits of their programs and activities for which defendants CITY and  
27 STADIUM AUTHORITY receive financial assistance from the State of California, and  
28 unlawfully subjected Mr. Nevarez and other persons with disabilities to discrimination

1 within the meaning of California Government Code section 11135(a) based on their  
2 disabilities.

3 71. Plaintiff ABDUL NEVAREZ’s injuries are ongoing so long as defendants  
4 CITY and STADIUM AUTHORITY do not modify their policies and procedures and  
5 provide fully-accessible facilities for Mr. Nevarez and other persons with mobility  
6 disabilities.

7 WHEREFORE, Plaintiffs request relief as outlined below.

8  
9 **FIFTH CAUSE OF ACTION:**  
10 **VIOLATION OF THE CALIFORNIA DISABLED PERSONS ACT**  
11 **[Cal. Civil Code §§ 54 et seq. and**  
12 **California Health and Safety Code §§ 19955 et seq.]**  
13 **(As to Plaintiffs ABDUL NEVAREZ and PRISCILLA NEVAREZ against all**  
14 **Defendants but as to Plaintiff ABDUL NEVAREZ only**  
15 **as to Health & Safety Code §§ 19955 et seq.)**

16 72. Plaintiffs plead and incorporate by reference, as if fully set forth again  
17 herein, the factual allegations contained in paragraphs 1 through 71, above, and  
18 incorporate them herein by reference as if separately pleaded hereafter.

19 73. The Stadium is a public accommodation under the California Disabled  
20 Persons Act (“DPA”). Cal. Civil Code § 54.1.

21 74. Plaintiff ABDUL NEVAREZ and other similarly situated physically  
22 disabled persons, including those who require the use of a wheelchair, are unable to use  
23 public facilities on a “full and equal” basis unless each such facility is in compliance with  
24 the provisions of California Health & Safety Code §§ 19955 et seq. Mr. Nevarez is a  
25 member of that portion of the public whose rights are protected by the provisions of  
26 Health & Safety Code §§ 19955 et seq.  
27  
28

1           75. California Health & Safety Code §§ 19955 and 19955.5 were enacted “[t]o  
2 ensure that public accommodations or facilities constructed in this state with private  
3 funds adhere to the provisions of Chapter 7 (commencing with Section 4450) of Division  
4 5 of Title 1 of the Government Code.” On information and belief, the provisions of both  
5 Health and Safety Code §§ 19955 and 19955.5, apply to the Stadium. Title 24, California  
6 Code of Regulations, formerly known as the California Administrative Code, was in  
7 effect at the time of construction and alterations which, on information and belief,  
8 occurred at such public facility since January 1, 1982, thus requiring access complying  
9 with the specifications of Title 24 whenever each such “alteration, structural repair or  
10 addition” was carried out. On information and belief, Defendants and/or their  
11 predecessors in interest carried out new construction and/or alterations, structural repairs,  
12 and/or additions to such buildings and facilities during the period Title 24 has been in  
13 effect.

14           76. As fully explained above in paragraphs 11 -36, Mr. Nevarez experienced  
15 numerous barriers to access at the Stadium and in buying tickets for events at the  
16 Stadium, which caused him major difficulty, discomfort and embarrassment. Mr.  
17 Nevarez suffered physical, mental and emotional damages, all to his general, statutory  
18 and treble damages, according to proof.

19           77. On information and belief, the access features of the Stadium and ticketing  
20 procedures have not been improved since Mr. and Ms. Nevarez’s visit on April 2, 2016.

21           78. Further, on information and belief, the Stadium and its premises are also  
22 illegally inaccessible in multiple other respects. The barriers to access described in this  
23  
24  
25  
26  
27  
28

1 Complaint are listed without prejudice to Plaintiffs citing additional barriers to access  
2 after inspection by Plaintiffs' access consultant, per the 9<sup>th</sup> Circuit's standing standards  
3 under *Doran v. 7-Eleven, Inc.*, 524 F.3d 1034 (9<sup>th</sup> Cir. 2008). These barriers to access  
4 render the Stadium and its premises inaccessible to and unusable by physically disabled  
5 persons. All facilities must be brought into compliance with all applicable federal and  
6 state code requirements, according to proof. Mr. Nevarez prays leave to amend this  
7  
8  
9 Complaint to obtain full injunctive relief.

10 79. Further, each and every violation of the ADA (as pled in the First and  
11 Second Causes of Action, *supra*, the contents of which are repled and incorporated herein  
12 as if separately repled), also constitutes a separate and distinct violation of California  
13 Civil Code § 54(c), thus independently justifying an award of damages and injunctive  
14 relief pursuant to California law, including but not limited to Civil Code § 54.3.  
15

16 80. Further, each and every violation of the ADA (as pled in the First and  
17 Second Causes of Action, *supra*, the contents of which are repled and incorporated herein  
18 as if separately repled), also constitutes a separate and distinct violation of California  
19 Civil Code § 54.1(d), thus independently justifying an award of damages and injunctive  
20 relief pursuant to California law, including but not limited to Civil Code § 54.3.  
21

22 81. Under the DPA, individuals with disabilities have the same right as “the  
23 general public to the full and free use of the streets, highways, sidewalks, walkways,  
24 public buildings, medical facilities, including hospitals, clinics, and physicians' offices,  
25 public facilities, and other public places.” Cal. Civil Code §§ 54 and 54.1.  
26  
27

28 82. Defendants violated the DPA by their acts and omissions, as follows:

- 1 A. Failure to modify its policies and procedures as necessary to ensure
- 2 Plaintiff ABDUL NEVAREZ full and equal access to the accommodations,
- 3 advantages, facilities, privileges, or services at the Stadium;
- 4
- 5 B. Failure to construct and/or alter the Stadium in compliance with state
- 6 building code and state architectural requirements;
- 7
- 8 C. Violation of the ADA, a violation of which is a violation of the DPA. Cal.
- 9 Civ. Code §§ 54(c) and 54.1(d).

10 83. TREBLE DAMAGES: On information and belief, Defendants have  
11 continued their illegal and discriminatory policies and practices despite actual knowledge  
12 that people with physical mobility disabilities, including Plaintiff ABDUL NEVAREZ,  
13 attempt to patronize the Stadium and encounter illegal barriers when they do so.  
14 Although Plaintiffs complained to several different employees, including, on information  
15 and belief, managerial employees of Defendants, about the lack of accessible ticket  
16 procedures and facilities, on information and belief, no access improvements were made  
17 as a result of complaints made by Plaintiffs. Upon information and belief, the “Scope of  
18 Development” for the Stadium (“Exhibit D” to the ground lease between defendants  
19 CITY and STADIUM AUTHORITY, attached to this Complaint as **Exhibit 1**) mandates  
20 the inclusion of the following at the Stadium:  
21

22 . . . curbs, gutters, sidewalks, entry gates, retaining walls, and ramps,  
23 including ramps compliant with the Americans with Disabilities Act of  
24 1990, 42 U.S.C. §12101 *et seq.*, as amended ("ADA"); ADA seating  
25 platforms and camera platforms; on-site Stadium parking stalls (including  
26 ADA stalls); signage, including, pavement markings, banners, advertising  
27 signs, wayfinding signs and monument signs; handrails; railings . . . .  
28

1 However, Defendants failed to meet these obligations in constructing the Stadium.  
2 Defendants have continued their illegal and discriminatory policies and practices at the  
3 Stadium and in ticketing procedures for the Stadium despite actual knowledge that people  
4 with physical mobility disabilities attempt to patronize the subject Stadium and encounter  
5 illegal physical and policy barriers when they do so.  
6

7  
8 84. At all times herein mentioned, Defendants knew, or in the exercise of  
9 reasonable diligence should have known, that their barriers and policies and practices at  
10 their facilities violated disabled access requirements and standards, and had a  
11 discriminatory affect upon Plaintiff ABDUL NEVAREZ and his supporter and wife,  
12 Plaintiff PRISCILLA NEVAREZ, and upon other physically disabled persons, but  
13 Defendants have failed to rectify the violations, and presently continue a course of  
14 conduct in maintaining policy and architectural barriers that discriminate against Mr.  
15 Nevarez and similarly situated disabled persons. Plaintiffs therefore pray for an award of  
16 treble damages to assist in enforcement of access requirements.  
17  
18

19 WHEREFORE, Plaintiffs request relief as outlined below.  
20

21 **SIXTH CAUSE OF ACTION:**  
22 **VIOLATION OF UNRUH CIVIL RIGHTS ACT**  
23 **[Cal. Civil Code §§ 51 *et seq.*]**  
24 **(As to both Plaintiffs ABDUL NEVAREZ and**  
**PRISCILLA NEVAREZ against all Defendants)**

25 85. Plaintiffs replead and incorporate by reference, as if fully set forth again  
26 herein, the factual allegations contained in Paragraphs 1 through 84, above, and  
27 incorporate them herein by reference as if separately repled hereafter.  
28

1 86. The Unruh Civil Rights Act, California Civil Code 51(b), provides that:

2 All persons within the jurisdiction of this state are free and equal, and no  
3 matter what their sex, race, color, religion, ancestry, national origin,  
4 disability, or medical condition are entitled to the full and equal  
5 accommodations, advantages, facilities, privileges, or services in all  
6 business establishments of every kind whatsoever.

7 87. Defendants are business establishments within the meaning of the Unruh  
8 Act. Defendants are the owners and operators of business establishments.

9 88. Defendants violated the Unruh Act by their acts and omissions, as follows:

10 A. Failure to modify their policies and procedures as necessary to ensure  
11 Plaintiff ABDUL NEVAREZ full and equal access to its accommodations,  
12 advantages, facilities, privileges, or services at the Stadium;

13 B. Failure to construct and/or alter the Stadium in compliance with state  
14 building code and state architectural requirements;

15 C. Violation of the ADA, a violation of which is violation of the Unruh Act.  
16 Cal. Civil Code § 51(f).

17 89. Defendants' behavior was intentional: Defendants were aware of and/or  
18 were made aware of their duties to refrain from establishing discriminatory policies and  
19 barriers preventing physically disabled persons from accessing their facilities, prior to the  
20 filing of this Complaint. For example, as noted above in paragraph 83, Defendants were  
21 aware of their obligations to provide accessible features under the ADA but failed to  
22 construct the Stadium accordingly. Additionally, Plaintiffs complained on numerous  
23 occasions to Defendants, to no avail.

24 90. Plaintiffs' injuries are ongoing so long as Defendants do not modify their  
25  
26  
27  
28

1 policies  
2 and procedures and provide fully-accessible facilities for Plaintiff ABDUL NEVAREZ  
3 and other persons with mobility disabilities.  
4

5 WHEREFORE, Plaintiffs request relief as outlined below.

6  
7 **PRAYER**

8 1. Plaintiffs have no adequate remedy at law to redress the wrongs suffered as  
9 set forth in this Complaint. Plaintiffs have suffered and will continue to suffer irreparable  
10 injury as a result of the unlawful acts, omissions, policies, and practices of Defendants as  
11 alleged herein, unless Plaintiffs are granted the relief they request. Plaintiffs and  
12 Defendants have an actual controversy and opposing legal positions as to Defendants’  
13 violations of the laws of the United States and the State of California. The need for relief  
14 is critical because the rights at issue are paramount under the laws of the United States  
15 and the State of California.

16 WHEREFORE, Plaintiff ABDUL NEVAREZ and PRISCILLA NEVAREZ pray  
17 for judgment and the following specific relief against Defendants:

18 2. Issue a declaratory judgment that Defendants’ actions, omissions, and  
19 failures, including but limited to: failing to construct and modify the premises in  
20 compliance with the law, failing to operate accessible ticketing procedures, failing to  
21 make reasonable accommodations and reasonable modifications for Mr. Nevarez and  
22 other similarly situated disabled persons, and retaliating against Ms. Nevarez for  
23 asserting rights on her and Mr. Nevarez’s behalves, violate the rights of Plaintiffs and  
24 other similarly situated persons under 42 U.S.C. §§ 12101 *et seq.* and the regulations  
25 promulgated thereunder; 29 U.S.C. § 794; California Government Code § 11135;  
26 California Health & Safety Code §§ 19955-19959; and California Civil Code §§ 51 *et*  
27 *seq.* and 54 *et seq.*

1           3.     Issue an order enjoining Defendants, their agents, officials, employees, and  
2 all persons and entities acting in concert with it:

- 3           a.     From continuing the unlawful acts, conditions, and practices described  
4                 in this Complaint;
- 5           b.     To provide reasonable accommodation for persons with disabilities in all  
6                 its programs, services and activities at the Stadium;
- 7           c.     To ensure that persons with disabilities are not denied the benefits of, or  
8                 participation in, programs, services, and activities at the Stadium;
- 9           d.     To modify the above-described facilities and procedures to provide full  
10                and equal access to persons with physical disabilities, including without  
11                limitation the removal of all barriers to access where “readily  
12                achievable”;
- 13           e.     To maintain such accessible facilities and procedures once they are  
14                provided;
- 15           f.     To train Defendant’s employees and agents in how to accommodate the  
16                rights and needs of physically disabled persons;
- 17           g.     To implement nondiscriminating protocols, policies, and practices for  
18                accommodating persons with mobility disabilities.

19           4.     Retain jurisdiction over Defendants until the Court is satisfied that  
20 Defendants’ unlawful policies, practices, acts and omissions, and maintenance of  
21 inaccessible public facilities as complained of herein no longer occur, and cannot recur;

22           5.     Award to Plaintiffs all appropriate damages, including but not limited to  
23 statutory damages, general damages, and treble damages in an amount within the  
24 jurisdiction of the Court, all according to proof;

25           6.     Award to Plaintiffs all reasonable statutory attorney fees, litigation  
26 expenses, and costs of this proceeding as provided by law, including but not limited to  
27 “public interest” attorney fees, litigation expenses and costs pursuant to the provisions of  
28 California Code of Civil Procedure § 1021.5.

- 1 7. Award prejudgment interest pursuant to California Civil Code § 3291;
- 2 8. Grant such other and further relief as this Court may deem just and proper.
- 3

4 Dated: December 30, 2016

PEIFFER ROSCA WOLF ABDULLAH CARR &  
KANE

5  
6 s/ Catherine Cabalo \_\_\_\_\_

7 BY: CATHERINE CABALO  
8 Attorneys for Plaintiffs  
9 ABDUL NEVAREZ and PRISCILLA NEVAREZ

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11  
12 **DEMAND FOR JURY**

13 Plaintiffs hereby demand a jury for all claims for which a jury is permitted.  
14  
15

16 Dated: December 30, 2016

PEIFFER ROSCA WOLF ABDULLAH CARR &  
KANE

17  
18 s/ Catherine Cabalo \_\_\_\_\_

19 BY: CATHERINE CABALO  
20 Attorneys for Plaintiffs  
21 ABDUL NEVAREZ and PRISCILLA NEVAREZ  
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