

IN THE UNITED STATES DISTRICT COURT OF CALIFORNIA  
CENTRAL DISTRICT OF CALIFORNIA

*J. Paul Charlebois v Angels Baseball LP, et al.*,  
U.S.D.C, Case No. CV10-0853-DOC(ANx)

**NOTICE OF CLASS ACTION SETTLEMENT**

To: Any and all people who use wheelchairs who have attended or will attend a baseball game at Angel Stadium of Anaheim.

This Notice is being sent to you to inform you of the settlement of this class action case for injunctive relief with Angels Baseball. This Notice sets forth the basic terms of the settlement so that you may be aware of your rights and the changes that Angels Baseball has agreed to make as part of this settlement. Please note that this is a case for injunctive relief only and that the Plaintiff is not seeking any damages on behalf of the class members.

**PLEASE READ THIS NOTICE CAREFULLY.**

Pursuant to an Order of the United States District Court for the Central District of California, entered on March 9, 2012, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the "Settlement") has been reached among the parties in this class action pending in the U.S. District Court for the Central District of California, brought on behalf of all individuals described above (the "Class"). The Court has preliminarily approved the Settlement. You have received this notice because records indicate that you are a person who uses a wheelchair or the companion of a person who uses a wheelchair and have attended games at Angel Stadium. This notice is designed to inform you of the terms of the settlement, including the changes that will increase the availability of wheelchair accessible seating at Angel Stadium of Anaheim, and to advise you of your right to object to the settlement.

**I. BACKGROUND OF THE CASE**

On June 15, 2010 Plaintiff filed this action against Defendants, alleging violations of federal and state disabilities laws, seeking injunctive relief only (the "Action").

On November 18, 2010, Plaintiff filed a Motion for Class Certification, which included 4 declarations recounting issues with wheelchair accessibility at the Stadium. On January 24, 2011, the Court heard Plaintiff's motion and issued a tentative decision in Plaintiff's favor certifying the class. However, because the Court requested additional evidence on the issue of whether the class was sufficiently numerous under FRCP Rule 23(a)(1), the parties embarked on a joint outreach effort to wheelchair users. The Disability Rights Legal Center ("DRLC") agreed to administer a neutral questionnaire drafted by both parties surveying the experiences of people who use wheelchairs and who had attended a baseball game at Angel Stadium of Anaheim within the prior two seasons. Plaintiff's counsel also conducted independent outreach by contacting community organizations that assist and represent people who use wheelchairs.

On June 30, 2011, The Court granted Plaintiff's Motion for Class Certification of the following class:

Any wheelchair user who has attended or will attend a baseball game at the Stadium but who has been or will be denied equal access to wheelchair accessible seating, amenities, privileges, services and facilities of the Stadium on account of his/her disability.

On August 4, 2011, Plaintiff's counsel deposed Angels' Chief Financial Officer Billy M. Beverage, Angels Baseball's person with the most knowledge regarding issues involving the Americans with Disabilities Act requirements, among other things.

On October 28, 2011 after good-faith negotiations presided over by a private mediator, the parties reached an agreement to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly-disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Angels Baseball LP that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims. Indeed, Angels Baseball LP strongly contends it fully services the needs of its fans who use wheelchairs. Nevertheless, in an effort to provide even greater benefits to its fans who use wheelchairs, Angels Baseball LP has agreed to this settlement.

Plaintiff, Defendants and their counsel have concluded that the Settlement is advantageous considering the risks and uncertainties to each side of continued litigation. All parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of all parties.

## **II. SUMMARY OF THE SETTLEMENT**

### **CHANGES TO DIAMOND CLUB LEVEL ACCESSIBLE SEATING**

- Angels Baseball will add two wheelchair accessible seats with one companion seat for each within the current configuration of the Diamond Club. The current 12 wheelchair seats in the Diamond Club will remain. Each Wheelchair accessible and companion seat in the Diamond Club Level will be sold on a single game basis at a discounted rate of \$50 per game for buyers who prequalify as needing a wheelchair accessible location. Buyers who do not wish to prequalify as having a need are free to purchase tickets at the regular Diamond Club price. The Diamond Club is the area closest to the playing field at Angel Stadium of Anaheim and behind home plate.
- If Angels Baseball LP raise ticket prices in the future, each wheelchair accessible seat and companion ticket, in the Diamond Club only, will be offered for single game sale to buyers who wish to prequalify as having a need for wheelchair and companion tickets at a discounted rate equal to the weighted average regular single game ticket price for Club level tickets with in-seat food and beverage service. Buyers who do not wish to prequalify as having a need are free to purchase tickets at the regular Diamond Club price.
- The Angels Ticket Office will sell discounted tickets to guests who prequalify as having a need for wheelchair accessible locations for all Wheelchair accessible and companion seats in the Diamond level. Individuals who do not wish to verify or prequalify may purchase tickets at the regular price through any ticketing channel. The tickets will contain a designation, such as a wheelchair icon or "WC", for purposes of verification. In-seat food and beverage service will be supplied to each of these seats.

- To safeguard against fraud and prequalify to purchase Diamond Club wheelchair accessible and companion seats at the discounted rate, the buyer must submit written documentation either from

1) a physician verifying the buyer's (a) need for use of a wheelchair; and (b) the duration the need is anticipated to exist or

2) a declaration under penalty of perjury attesting to the need for use of a wheelchair and the anticipated duration of the need.

This documentation need only be presented upon the first purchase of discounted Diamond Club wheelchair accessible and companion seating.

- Copies of this written documentation may be submitted to the Angels Ticket Office via U.S. Mail, facsimile, email or in person. Purchasers who submit the written documentation via U.S. Mail, facsimile or email, must present the original written documentation to the Angels Ticket Will Call window upon the first purchase only, at the time the tickets are made available to attend the game.

- Once the written documentation is provided, the Angels Ticket office will sell the discounted tickets to the qualified purchaser through telephone calls, email or in person, and will deliver the discounted tickets to the purchaser via U.S. Mail or by leaving the tickets at the Will Call Window, according to the purchaser's preference.

- The following dedicated email address will be set up to handle requests for discounted wheelchair accessible tickets in the Diamond Club: [diamondclubaccess@angels.com](mailto:diamondclubaccess@angels.com). Angels Baseball will set up an automated system whereby emails to [diamondclubaccess@angels.com](mailto:diamondclubaccess@angels.com) will receive an immediate automated email response containing the Angels Ticket Office contact number, the times of operation and the location of the Angels Ticket Office for more immediate service. In addition, Angels Baseball will ensure that all emails to the [diamondclubaccess@angels.com](mailto:diamondclubaccess@angels.com) receive a substantive response within one business day of receipt.

### **CHANGES TO TERRACE LEVEL ACCESSIBLE SEATING**

- Angels Baseball will add in-seat food and beverage service, to the extent allowed by law, to 32 existing wheelchair accessible locations plus 32 existing companion seats on the terrace level. The 32 seats will be offered in-seat food and beverage service similar to what the Angels offer in the Club level.

- The wheelchair accessible and companion seats being provided the in-seat food and beverage service are sections 224-225 and 210-209. If Angels Baseball determines those Sections are needed for operational purposes, in-seat food and beverage service will be provided in the immediately adjacent sections, so long as wheelchair accessible and companion seating purchasers are provided information regarding the change at the time of purchasing tickets. The pricing level of these tickets will remain the same as other comparable accessible terrace level seating.

### **ADDITIONAL ACCESSIBLE SEATING IN CLUB LEVEL KNOTHOLE CLUB**

- Angels Baseball LP will add an additional four wheelchair accessible locations and companion seats to be placed in the Knothole Club at the pricing level of a Knothole Club seat and offered for sale until 24 hours prior to the scheduled start of the game. If these tickets remain unsold 24 hours prior to the scheduled start of the game, the seats can be released.

## **FUTURE TICKET PRICE INCREASES**

- If Angels Baseball increases the ticket pricing in future seasons, then the pricing for wheelchair accessible seating may be increased in a commensurate manner, but not at any rate proportionally higher than non-wheelchair accessible seating in a comparable section.

## **TRAINING**

- Angels Baseball will continue to coordinate training of all of its ushers, ticket sales and customer service representatives with the Disability Rights Legal Center and specifically train all those who participate in the sales of tickets, including Ticket Master representatives, regarding wheelchair accessible seating and pricing options, including information concerning the location of wheelchair accessible seating with in-seat food and beverage services.

## **WHEELCHAIR ACCESSIBLE AND COMPANION TICKET PURCHASE**

- Angels Baseball LP will sell wheelchair accessible tickets through the same methods of purchase as other tickets. Angels Baseball will ensure that wheelchair accessible tickets may be purchased directly on-line. Angels will also provide for direct purchasing of wheelchair accessible seating via telephone between the business hours of 9:00 a.m. and 5:30 p.m. A live representative will answer the phone and the tickets will be able to be purchased directly and provided to the buyer via email upon request. The sale of wheelchair accessible seating in the Diamond Club will be handled as referenced above.

## **ATTORNEYS FEES, COSTS AND CLASS REPRESENTATIVE ENHANCEMENT FEE**

- As part of the settlement, Defendants have agreed to pay Plaintiff's Reasonable Attorney fees and costs, in an amount between \$296,000 and a maximum of \$725,000, subject to Court Approval. Additionally, as part of the settlement, Defendants have agreed to pay an enhancement fee to the representative of the class J. Paul Charlebois in an amount between \$4,000 and \$25,000, subject to Court Approval. Plaintiff will file a Motion for Attorneys Fees, Costs and Enhancement Fee which will be heard on May 10, 2012 at 7:30 a.m.

### **III. PLAINTIFF AND CLASS COUNSEL SUPPORT THE SETTLEMENT**

Plaintiff, as Class Representative, and Class Counsel support this Settlement. Their reasons include the risk of a trial on the merits, and the inherent delays and uncertainties associated with litigation. The attorneys representing the class in this litigation have substantial experience representing plaintiffs in class actions, in civil rights cases generally, and in disability discrimination cases in particular. Class counsel has conducted extensive discovery and an investigation into the facts of this case, and has thoroughly studied the legal principles applicable to the class claims.

Based on their experience, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including whether injunctive relief would be granted and the scope of any such relief, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

#### **A. Objecting to the Settlement.**

You may object to the terms of the Settlement before final approval by submitting a written notice of your objections in the manner described below. If you timely submit written objections, you may also submit a notice of your intent to appear and object at the final approval hearing, if you wish to do so.

To object, you must send a written notice of objection, and also, if you wish, a written notice of your intent to appear and object at the final approval hearing, to the Clerk of the Court and to Counsel at the addresses shown below. **DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL.** Any written objection and/or notice of your intent to appear at the hearing must state: (1) your full name; (2) your address; (3) each specific reason for your objection and any legal support for your position. To be valid and effective, the Court and Counsel must receive any written objections concerning the accommodation aspects of this settlement and/or notices of intent to appear at the hearing no later than March 23, 2012. A Class Member who fails to submit a written statement of objections in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

If you wish to object to Class Counsel's request for attorneys' fees and costs or Plaintiff's request for an enhancement fee, under the Settlement, you may do so by following the same procedure as described in the preceding paragraph. However, such objections may be made any time up until 17 days before the date for the hearing on Class Counsel's motion for approval of their attorneys' fees and costs. That hearing is currently scheduled to be held on May 10, 2012 at 7:30 a.m., which means the deadline to file objections to the request for attorneys' fees and costs is April 23, 2012.

Send Your Notice of Objections To:

Clerk of the Court  
United States District Court  
411 West Fourth Street, Room 1053  
Santa Ana, CA 92701-4516

And Also Send Copies of Your Objections To:

**CLASS COUNSEL**

V. James DeSimone, Esq.  
Michael D. Seplow, Esq.  
Amanda Canning, Esq.

SCHONBRUN DESIMONE SEPLOW HARRIS HOFFMAN & HARRISON, LLP  
723 Ocean Front Walk  
Venice, CA 90291

**V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a final approval hearing on the accommodations aspect of this settlement in Courtroom 9D of the United States District Court for the Central District of California, Santa Ana Courthouse, 411 West Fourth Street, Room 1053, Santa Ana, CA 92701, on April 2, 2012, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will hold a final approval hearing to approve Class Counsel's request for costs and attorneys' fees and Plaintiff's request for service payments as the Class Representative on May 10, 2012 at 7:30 a.m. in Courtroom 9D of the United States District Court for the Central District of California, Santa Ana Courthouse, 411 West Fourth Street, Room 1053, Santa Ana, CA 92701.

The hearings may be postponed without further notice to the Class. It is not necessary for you to appear at this hearing. If you have given notice of your objection to the settlement, you may appear at the hearings at your option if you have filed a notice of intent to appear by March 26, 2012 for the April 2, 2012 hearing and by May 3, 2012 for the May 10, 2012 hearing.

If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

## **VI. GETTING MORE INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Settlement Term Sheet between Plaintiffs and Defendant, which will be on file with the Clerk of the Court and which is posted on Plaintiff's web-site located at [www.losangelesemploymentlawyer.com](http://www.losangelesemploymentlawyer.com). The pleadings and other records in this litigation, including the Settlement Term Sheet, may be examined at any time during regular business hours in the office of the Clerk, United States District Court. In addition, the pleadings and other information about the Settlement will be available for your review on Class Counsel's website at [www.losangelesemploymentlawyer.com](http://www.losangelesemploymentlawyer.com).

**You may also contact Class Counsel listed below for more information:**

V. James DeSimone, Esq.

Amanda Canning, Esq.

[angelswheelchairaccess@gmail.com](mailto:angelswheelchairaccess@gmail.com)

SCHONBRUN DESIMONE SEPLOW HARRIS HOFFMAN & HARRISON, LLP

723 Ocean Front Walk

Venice, CA 90291

(310) 396-0731