

Charlebois v. Angel Baseball et al. Case No.: SACV 10-853-DOC(ANx)

This case having come for a voluntary mediation, and subsequent negotiation, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions, subject to court approval. Plaintiff Jeff Charlebois ("Plaintiff"), on behalf of himself as an individual and on behalf of the certified classes that he represents, on the one hand, and defendants Angels Baseball LP ("Angels") and the City of Anaheim (collectively the "Defendants"), on the other hand, agree to the following basic terms of their settlement, subject to approval of any such settlement by the Court in the action entitled Charlebois, v. Angels Baseball LP, et al., U.S.D.C. C.D. Cal. Case No. CV-10-00853-DOC (the "Action"). Plaintiff and Defendants are referred to collectively in this Settlement Term Sheet (the "Term Sheet") as the "Parties." Plaintiff shall also execute a general release fully releasing all Parties for any and all claims which were or could have been brought in this Action, including a waiver of unknown claims pursuant to California Civil Code Section 1542.

It is hereby stipulated that Defendants will:

1) Add 2 wheelchair accessible seats with one companion seat for each within the current configuration of the Diamond Club Level. 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 at a discounted rate of \$50 per game for buyers who prequalify as having a need. If Defendants raise ticket prices in the future, each wheelchair accessible seat and companion seat, in the Diamond Club only, will be offered for single game sale, 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. The two existing season seat holders in the Diamond Club WC areas shall be offered their season tickets at a rate equal to the discounted per game price multiplied by the number of Angels home games in the applicable season. A discount sale and need verification system will be set up through the Angels Ticket Office. 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 meal and beverage service will be supplied to each of these seats. To prequalify to purchase Diamond Club wheelchair accessible and companion seats at the discounted rate, the buyer must submit written documentation from a licensed physician verifying the buyer's (a) need for use of a wheelchair; and (b) the duration the need is anticipated to exist or, in the alternative, sign 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 such purchase.

Ticket purchasers will be informed of the following:

Tickets in these locations are reserved for our guests that use wheelchairs or scooters because of disabilities and their companions; they are specifically designed to accommodate wheelchairs and scooters and provide unrestricted sightlines for those guests that must remain seated during the games and events. By purchasing these seats, you are verifying that you intend to abide by all of the terms and conditions of the Angels. Additionally, you specifically acknowledge that

any violation of these terms or fraudulent use of such tickets will result in the revocation of such tickets and/or loss of access to Angels events.

When purchasing tickets for accessible seating, guests must verify that they understand such seats are designed only for patrons with disabilities or special needs (and their companions) and agree to abide by the terms and conditions established by the Angels. The Angels reserve the right to investigate the potential misuse of disability and other accessible seating.

2) Provide 32 wheelchair accessible seats plus their companion seats on the terrace level with in-seat food and beverage services to the extent allowed by law. 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. The pricing level for each of the seats will remain at the same or lower pricing levels as reflected in the 2012 SSH ADA price schedule (attached hereto as Exhibit A). If Angels determine those Sections are needed for operational purposes, in-seat food and beverage service will be provided in the immediately adjacent sections.

3) Add an additional four wheelchair accessible 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 event.

4) Sell wheelchair accessible seating at the pricing level in the 2012 SSH ADA price schedule. If the Angels increase the ticket pricing in future seasons, then 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. The designations for wheelchair accessible and companion seating and the comparable section ticket pricing contained in the 2012 SSH ADA price schedule will remain the same.

5) Angels will 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.

6) Angels will sell wheelchair accessible tickets through the same methods of purchase as nondisabled tickets. Angels will ensure that wheelchair accessible seating 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 5:00 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. The sale of wheelchair accessible seating in the Diamond Club will be handled as referenced in Section 1 above.

7) Attorney fees, costs and an enhancement fee will be subject to negotiation, subject to a minimum of \$296,000 and a maximum of \$725,000 for attorneys fees and costs and a minimum of \$4,000 and a maximum of \$75,000 for Plaintiff's Enhancement. If the parties cannot reach an

agreement, they will submit the determination of the attorneys' fees, costs and enhancement fee to the Judge, on the following basis. Each Party's "Best Offer", which shall mean the Angels' highest and the Plaintiff's lowest offer on attorneys' fees and cost and Plaintiff's enhancement fee, will be submitted to the Judge by way of Plaintiff's Motion for Attorneys' Fees, Costs and Enhancement. The Motion will request that Judge Carter make an award in the amount of either Plaintiff's or Angels' "Best Offer". In the event the Judge refuses to decide between the choices presented by the parties, the parties agree to be bound by the Court's determination. However, if the Court's award is outside of the range set by the Best Offers, the parties agree that the amount paid by Angels will be the Best Offer closest to the Court's award. Attorneys fees and costs on the one hand, and, Plaintiff's enhancement fee, on the other hand, will be negotiated separately, and, if the parties cannot come to an agreement, Plaintiff will request that the Court make separate rulings on each of these items. However in no event will the Angels be obligated to pay less than \$300,000 in total or more than \$800,000 in total inclusive of attorneys fees, costs and enhancements.

8) The parties agree to cooperate on a motion for preliminary approval and final approval of the settlement. Plaintiff's counsel will prepare the motions for preliminary approval and final approval of the settlement. Plaintiff will separately move for an award of the enhancement fee, attorneys' fees and costs pursuant to the Settlement.

9) The Parties agree to prepare a joint press release announcing the amicable and mutually agreed upon resolution of the Action. The Parties shall not disparage each other.

**Binding and Enforceable Agreement:** The parties agree that this Memorandum of Agreement shall be fully enforceable and binding upon all parties, and that it shall be admissible and subject to disclosure to in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal and state law

 10/28/11  
On behalf Angels Baseball LP Date

 10/28/11  
Counsel for Jeff Charlebois and the Certified Class Date