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KIRAN PATEL and AMISH PATEL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA – UNLIMITED**

KIRAN PATEL and AMISH PATEL,
Plaintiffs,

Case No.: **115CV286138**

vs.

**COMPLAINT FOR DAMAGES
(Personal Injury)**

BY FAX

SAN FRANCISCO FORTY NINERS,
LIMITED, SAN FRANCISCO FORTY
NINERS II, LLC, FORTY NINERS
FOOTBALL COMPANY, LLC, SAN
FRANCISCO FORTY NINERS
FOUNDATION, FORTY NINERS
STADIUM, LLC, FORTY NINERS
STADIUM MANAGEMENT COMPANY,
LLC, FORTY NINERS SC STADIUM
COMPANY, LLC, ELITE SHOW
SERVICES, INC., CITY OF SANTA
CLARA, SANTA CLARA STADIUM
AUTHORITY and DOES 1 through 60,
inclusive,

Defendants.

**PRELIMINARY ALLEGATIONS
(Against all Defendants)**

1. Defendants DOES 1 through 60, inclusive, are sued herein by fictitious names because plaintiffs are ignorant of the true names or capacities of these

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ATTORNEYS AT LAW

1 defendants, but will insert the same herein when ascertained. Plaintiffs are informed
2 and believe and thereon allege that each of the defendants designated herein legally
3 and proximately caused injury and damage to plaintiffs as herein alleged and is
4 therefore responsible to plaintiffs for the damages herein requested.

5 2. Plaintiffs are informed, believe, and thereon allege, that, at all times herein
6 mentioned, each defendant was acting as an agent, servant, employee, special
7 employee, alter ego, successor in interest, partner, joint venturer, lessee, and licensee
8 of each of the other defendants, and was acting within the course and scope of said
9 relationship. In addition, plaintiffs are informed, believe and thereon allege, that each
10 defendant has ratified and approved the acts of each of the other defendants.

11 3. At all times herein mentioned, and prior thereto, defendants SAN
12 FRANCISCO FORTY NINERS, LIMITED; SAN FRANCISCO FORTY NINERS II, LLC;
13 FORTY NINERS FOOTBALL COMPANY, LLC; SAN FRANCISCO FORTY NINERS
14 FOUNDATION; FORTY NINERS STADIUM, LLC; FORTY NINERS STADIUM
15 MANAGEMENT COMPANY, LLC; and, FORTY NINERS SC STADIUM COMPANY,
16 LLC (hereinafter also collectively referred to as the "FORTY NINER DEFENDANTS")
17 and DOES 1 through 20, inclusive, were doing business in the County of Santa Clara,
18 which included owning, operating, controlling and managing a professional football
19 team within the National Football League (hereinafter referred to as the "NFL") known
20 as the "San Francisco 49ers" that played its home games at Levi's Stadium, located at
21 4900 Marie P. DeBartolo Way, Santa Clara, California.

22 4. At all times herein mentioned, and prior thereto, defendants CITY OF
23 SANTA CLARA, SANTA CLARA STADIUM AUTHORITY and DOES 21 through 40,
24 inclusive, were public entities.

25 5. In accordance with California Government Code sections 900 *et seq.*, on
26 April 1, 2015, plaintiffs filed government claims against defendants CITY OF SANTA
27 CLARA and SANTA CLARA STADIUM AUTHORITY. On May 26, 2015, plaintiffs'
28 claims were rejected.

1 6. At all times herein mentioned, and prior thereto, the FORTY NINER
2 DEFENDANTS, CITY OF SANTA CLARA, SANTA CLARA STADIUM AUTHORITY and
3 DOES 1 through 40, inclusive, owned, leased, operated, managed, controlled,
4 maintained, inspected and surveilled the San Francisco 49ers' home stadium, known as
5 "Levi's Stadium," located in Santa Clara, California, and provided security services to
6 said stadium on National Football League ("NFL") game days. In that capacity, at all
7 times herein mentioned, and prior thereto, the FORTY NINER DEFENDANTS, CITY OF
8 SANTA CLARA, SANTA CLARA STADIUM AUTHORITY, and DOES 1 through 40,
9 inclusive, were responsible for selecting, hiring, supervising, evaluating, and retaining
10 security personnel for Levi's Stadium on NFL game days.

11 7. At all times herein mentioned, and prior thereto, defendants ELITE SHOW
12 SERVICES, INC. and DOES 41 through 60, inclusive, were doing business in the State
13 of California, which included providing security services to Levi's Stadium, located in the
14 City and County of Santa Clara, before, during and after NFL games.

15 8. On or about October 5, 2014, plaintiffs were 49er season ticketholders
16 and were patrons and invitees on the premises of Levi's Stadium attending an NFL
17 football game. Plaintiffs are informed, believe, and thereon allege, that, on that same
18 day, Dario Rebollero and Amador Rebollero, also patrons and invitees on the premises
19 of Levi's Stadium, were visibly intoxicated and members of a well-known local gang,
20 and wore and/or displayed gang clothing and/or indicia upon entry to and while patrons
21 at the stadium.

22 9. On or about October 5, 2014, prior to the start of the game, plaintiffs
23 KIRAN PATEL and AMISH PATEL were waiting in line in a men's restroom near
24 Section 103 at Levi's Stadium, when they were viciously attacked by Dario and Amador
25 Rebollero, without provocation, resulting in serious and permanent personal injuries to
26 plaintiffs.

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FIRST CAUSE OF ACTION
NEGLIGENCE

(Against defendants SAN FRANCISCO FORTY NINERS, LIMITED, SAN FRANCISCO FORTY NINERS II, LLC, FORTY NINERS FOOTBALL COMPANY, LLC, SAN FRANCISCO FORTY NINERS FOUNDATION, FORTY NINERS STADIUM, LLC, FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC, FORTY NINERS SC STADIUM COMPANY, LLC, ELITE SHOW SERVICES, INC., DOES 1 through 20 and DOES 41 through 60)

10. Plaintiffs hereby incorporate by reference paragraphs 1 through 9 and make them part of the First Cause of Action, as though fully set forth herein.

11. At all times herein mentioned, and prior thereto, defendants and each of them had a special relationship with the patrons and invitees present at Levi's Stadium on NFL game days, an environment where guests should be allowed to enjoy their gameday experience in a safe and enjoyable atmosphere free from fighting, overly intoxicated patrons and gang activity; and, thus, had a legal duty to exercise ordinary care to ensure the safety of all persons who were lawfully on the premises of Levi's Stadium, including the restrooms.

12. At all times herein mentioned, and prior thereto, defendants and each of them had actual and constructive notice that before, during and after NFL games at said stadium, patrons consumed alcoholic beverages and often got intoxicated, excited, anxious and aggressive, thereby creating an unreasonable risk of injury to other patrons and a dangerous condition. In addition, at all times herein mentioned, and prior thereto, defendants and each of them had actual and constructive notice that this unreasonable risk of injury was even greater and more dangerous in long lines waiting to use the restrooms and in unsupervised or low security areas, such as men's restrooms.

13. At all times herein mentioned, and prior thereto, defendants and each of them had knowledge of prior similar acts of violence at NFL football games, as well as knowledge of the pattern of criminal and violent behavior engaged in by NFL players, including members of the San Francisco 49ers. At all times herein mentioned, and prior thereto, defendants and each of them had reasonable cause to anticipate criminal acts

1 of third parties at NFL games held at Levi's Stadium.

2 14. Accordingly, at all times herein mentioned, defendants had a duty to
3 reasonably screen patrons upon entry to said stadium and after their entry, and prohibit
4 patrons from attending the game or eject patrons that exhibited signs of intoxication,
5 violent tendencies and/or gang affiliations and activity, including but not limited to
6 wearing and/or displaying gang clothing, colors and/or indicia; to surveil patrons for; to
7 staff, inspect, patrol and surveil restrooms as a way of deterring violence; and to quickly
8 respond to, and mitigate, violent behavior.

9 15. At all times herein mentioned, defendants had a duty to reasonably screen
10 patrons upon entry to said

11 16. At all times herein mentioned, the FORTY NINER DEFENDANTS and
12 defendants DOES 1 through 20, inclusive, so carelessly and negligently owned, leased,
13 operated, managed, controlled, maintained, inspected and surveilled Levi's Stadium,
14 and so carelessly and negligently provided security services at said stadium, on the
15 date of the subject NFL football game, as to cause plaintiffs to suffer serious personal
16 injuries.

17 17. At all times herein mentioned, the FORTY NINER DEFENDANTS and
18 defendants DOES 1 through 20, inclusive, so carelessly and negligently selected, hired,
19 supervised, evaluated, and retained unfit and inadequate security services for Levi's
20 Stadium, as to cause plaintiffs to suffer serious personal injuries.

21 18. At all times herein mentioned, defendants ELITE SHOW SERVICES, INC.
22 and DOES 41 through 60, inclusive, so carelessly and negligently provided security
23 services to Levi's Stadium as to cause plaintiffs to suffer serious personal injuries.

24 19. As a direct and proximate result of defendants' negligence, plaintiffs
25 sustained serious personal injuries and incurred obligations for medical care and
26 treatment necessitated by those injuries, including, but not limited to, hospitalization
27 services, medications and medical supplies. Plaintiffs will likely incur additional
28 obligations for further medical care necessary to treat those personal injuries. At this

1 time, plaintiffs do not know the reasonable value thereof, but pray that the same may be
2 inserted herein when ascertained.

3 20. As a direct and proximate result of defendants' negligence, plaintiffs were
4 forced to take time off of work and, in turn, lost income. At this time, plaintiffs do not
5 know the reasonable value thereof, but pray that the same may be inserted herein when
6 ascertained.

7 21. As a direct and proximate result of defendants' negligence, plaintiffs
8 suffered non-economic damages, including pain and suffering. At this time, plaintiffs do
9 not know the reasonable value of those damages, but pray that the same may be
10 inserted herein when ascertained.

11 **SECOND CAUSE OF ACTION**
12 **DANGEROUS CONDITION OF PUBLIC PROPERTY**
13 **(Against Defendants CITY OF SANTA CLARA, SANTA CLARA STADIUM**
14 **AUTHORITY and DOES 21 through 40, inclusive)**

15 22. Plaintiffs hereby incorporate by reference paragraphs 1 through 21 and
16 make them part of the Second Cause of Action, as though fully set forth herein.

17 23. At all times herein mentioned, defendants CITY OF SANTA CLARA,
18 SANTA CLARA STADIUM AUTHORITY and DOES 21 through 40, inclusive, owned
19 and controlled the Levi's Stadium property and had a non-delegable legal duty to
20 exercise ordinary care to ensure the safety of all persons who were lawfully on the
21 property. Specifically, at all times herein mentioned, defendants CITY OF SANTA
22 CLARA, SANTA CLARA STADIUM AUTHORITY and DOES 21 through 40, inclusive,
23 had a duty to reasonably screen patrons upon entry to said stadium, to surveil patrons
24 for signs of violent tendencies and/or gang affiliations, to inspect, patrol and surveil
25 restrooms as a way of deterring violence, and to quickly respond to, and mitigate,
26 violent behavior.

27 24. At all times herein mentioned, defendants CITY OF SANTA CLARA,
28 SANTA CLARA STADIUM AUTHORITY and DOES 21 through 40, inclusive, so
carelessly and negligently owned, leased, operated, managed, controlled, maintained,

1 inspected, serviced, surveilled, and provided security services at Levi's Stadium on the
2 date of the subject NFL football game, as to create a dangerous condition of public
3 property, pursuant to California Government Code sections 835 *et. seq.* Said
4 dangerous condition was an unreasonable risk of harm created by a combination of the
5 failure to take protective measures or adequate safety features to safeguard against
6 dangerous third party conduct and the acts of third parties, and more specifically
7 included, but is not limited to the following. The lack of an adequate number of urinal
8 and toilet facilities in the tailgating portions of the Red, Blue and Green parking lots and
9 immediately inside the stadium at Gate A where crowds and long lines foreseeably
10 created frustration, anxiety and confrontation due to the unreasonable delay in allowing
11 alcohol-consuming patrons to use restroom facilities in a timely manner. The physical
12 characteristics of the restroom where the attack occurred limited visibility to security
13 personnel and provided an opportunity for criminal activity. Finally, there was a lack of
14 any reasonable surveillance equipment in the restroom. All of the above-described
15 factors increased and/or intensified the risk of physical confrontations in the restrooms
16 near the entrances of the stadium immediately before the game and concurrently
17 contributed to the harm suffered by plaintiffs.

18 25. As set forth in detail above, at all times herein mentioned, and prior
19 thereto, defendants CITY OF SANTA CLARA, SANTA CLARA STADIUM AUTHORITY
20 and DOES 21 through 40, inclusive, had actual and constructive knowledge of the
21 dangerous condition of public property that existed at Levi's Stadium on October 5,
22 2014.

23 26. At all times herein mentioned, and prior thereto, the above-described
24 dangerous condition had existed for such a period of time, and was of such an obvious
25 nature, that it should have been discovered by defendants in the exercise of due care,
26 and would have been so discovered by a reasonably adequate inspection system
27 maintained and operated by defendants with due care.

28 27. At all times herein mentioned, and prior thereto, despite the above-

1 described actual and constructive notice, defendants CITY OF SANTA CLARA, SANTA
2 CLARA STADIUM AUTHORITY and DOES 21 through 40, inclusive, failed to remedy
3 and/or to take steps to protect the public from said dangerous condition.

4 28. As a direct and proximate result of the dangerous condition of public
5 property, plaintiffs sustained serious personal injuries and incurred obligations for
6 medical care and treatment necessitated by those injuries, including, but not limited to,
7 hospitalization services, medications and medical supplies. Plaintiffs will likely incur
8 additional obligations for further medical care necessary to treat those personal injuries.
9 At this time, plaintiffs do not know the reasonable value thereof, but pray that the same
10 may be inserted herein when ascertained.

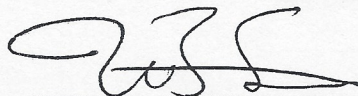
11 29. As a direct and proximate result of the dangerous condition of public
12 property, plaintiffs were forced to take time off of work and, in turn, lost income. At this
13 time, plaintiffs do not know the reasonable value thereof, but pray that the same may be
14 inserted herein when ascertained.

15 30. As a direct and proximate result of the dangerous condition of public
16 property, plaintiffs suffered non-economic damages, including pain and suffering. At
17 this time, plaintiffs do not know the reasonable value of those damages, but pray that
18 the same may be inserted herein when ascertained.

19 WHEREFORE, plaintiffs pray for judgment against defendants; for economic and
20 non-economic damages according to proof; for prejudgment interest according to law;
21 for the costs of suit incurred herein; and for any further relief this Court deems proper.

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23 DATED: September 24, 2015

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26 WILLIAM B. SMITH
27 Attorneys for plaintiffs
28 KIRAN PATEL and AMISH PATEL