

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 16-cv-02565-WYD-MJW  
(Consolidated with No. 16-cv-02931-WYD-MJW)

PATRICK CHARLES PARKER,

Plaintiff,

v.

CITY AND COUNTY OF DENVER,

Defendant.

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CARRIE ANN LUCAS,  
KIRK WILLIAMS,  
MATTHEW FEENEY,  
KALYN HEFFERNAN,  
FRANK MANGO, and  
JAMES VACIK, on behalf of themselves and a class of similarly-situated individuals,

Plaintiffs,

v.

CITY AND COUNTY OF DENVER, COLORADO,

Defendant.

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**CONSENT DECREE**

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This Consent Decree (“Decree”) is made this 18th day of December, 2017, by Carrie Ann Lucas, Matthew Feeney, Kirk Williams, Kalyn Heffernan, James Vacik, and Frank Mango (“Lucas Plaintiffs”), by and on behalf of a class of similarly situated persons, as more fully defined herein (“Settlement Class”); and the City and County of Denver, Colorado (“Defendant” or “City”) (collectively, the “Parties”).

## RECITALS

WHEREAS, the Lucas Plaintiffs, individually and on behalf of a class of similarly situated persons, filed a class action lawsuit against the City related to its ticketing and seating policies at Red Rocks Amphitheatre (“Red Rocks”), *Lucas v. City and County of Denver*, 16-cv-02931-WYD-MJW. The Lucas Plaintiffs brought claims on behalf of individuals who use wheelchairs or other mobility devices pursuant to Title II of the Americans with Disabilities Act (“ADA”), as amended, 42 U.S.C. § 12131 *et seq.*, and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794. This action is hereinafter defined as the “Lawsuit”; and

WHEREAS, this Lawsuit was consolidated with the individual case of *Parker v. City and County of Denver*, 16-cv-02565-WYD-MJW; and

WHEREAS, this Decree, and the releases contained herein, address the claims of the Lucas Plaintiffs and the Settlement Class (“the Class Claims”); and

WHEREAS, the City enters this Decree for the purposes of making Red Rocks more inclusive and enjoyable to all people, avoiding the time, risk, and expense of defending protracted litigation, and resolving finally and completely the pending and potential claims of the Lucas Plaintiffs and the Settlement Class;

WHEREAS, the City denies any and all liability or wrongdoing to the Lucas Plaintiffs and to the Settlement Class and by entering into this Decree, the City does not admit any impropriety, wrongdoing, or liability of any kind whatsoever, including any as to the claims raised in the Lawsuit;

WHEREAS, the City does not waive or concede any of its rights or defenses that were or could have been raised in the Lawsuit;

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Lawsuit;

WHEREAS, the Parties have engaged in extensive, arms-length negotiations;

WHEREAS, based upon extensive analysis of the facts and the law applicable to the Lawsuit, and taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Class, Class Counsel has concluded that this Decree provides substantial benefit to the Settlement Class and is fair, reasonable, and adequate and in the best interest of the Lucas Plaintiffs and the Settlement Class; and

WHEREAS, the Parties desire to settle the claims asserted in the Lawsuit and to enter into a Consent Decree related to the Lawsuit and the claims giving rise thereto, in accordance with the provisions and upon the terms and conditions hereafter set forth, the Parties agree as follows.

## AGREEMENT

### **I. CONDITIONS PRECEDENT.**

This Decree shall be conditioned upon and shall be effective only upon, the occurrence of all the following events (“Effective Date”):

- A. Class Counsel shall make, and the City shall not oppose, the Court filings described in Paragraph VII;
- B. Grant by the Court of preliminary approval of this Decree and issuance of notice thereof;
- C. Notice to the Settlement Class in accordance with Paragraph VIII of this Decree;
- D. A Final Approval Hearing held in accordance with Paragraph VII of this Decree;
- E. Final approval of this Decree by the Court following a Final Approval Hearing; and
- F. Expiration of the time to appeal the Final Approval without the filing of an appeal; or, if an appeal is filed, final adjudication or resolution of the same.

### **II. DEFINITIONS.**

- A. “Accessible Seats” means Limited Mobility Seats, Row 70 Seats, and Lower Section Wheelchair Seats, including seats for companions.
- B. “Accessible Shuttle” means the shuttle that transports patrons between the Upper South Lot to the South East Entrance of the Amphitheatre (also known as the “South Ramp Entrance”).
- C. “Amphitheatre” or “Red Rocks” means the Red Rocks Amphitheatre owned and operated by the City and County of Denver and located in Jefferson County, Colorado.
- D. “Class Counsel” means attorneys with the Civil Rights Education and Enforcement Center (“CREEC”), Disability Law Colorado (“DLC”), and the Colorado Cross-Disability Coalition Legal Program (“CCDC”).
- E. “Court” means the United States District Court for the District of Colorado.
- F. “Event” means a contracted performance or occurrence which is open to the public and scheduled to occur in the Red Rocks Amphitheatre. It shall not include private or fitness-related events or Film on the Rocks.
- G. “ID” means valid, government-issued identification card with a photograph.

- H. “Non-accessible Seats” means seats in Rows 1 through 69 at Red Rocks that are not Accessible Seats and any seats sold as standing room only seats.
- I. “Limited Mobility Seats” means seats 7 to 31 (inclusive) of Row 1 at Red Rocks.
- J. “Lower Non-transferrable Seats” means seats in Rows 1 through 4 at Red Rocks.
- K. “Lower Section Wheelchair Seats” means seats 32 to 67 (inclusive) of Row 1 at Red Rocks.
- L. “Red Rocks Personnel” means employees of the City or any entity under contract with the City to provide services at Red Rocks, including but not limited to staffing, ticketing, promotion, or other services.
- M. “Row 70 Seats” means seats in Row 70 at Red Rocks.
- N. “Settlement Class” means “the class of individuals with disabilities who use wheelchairs or other mobility devices who allege that they have been, or in the future will be, excluded from participation in, denied the benefits of the services, programs, or activities of, denied meaningful access to, or subjected to discrimination at Red Rocks Amphitheatre because of the policies and practices (or lack thereof) of the City and County of Denver relating to ticketing and seating for such individuals.”
- O. “South East Entrance” (also known as the “South Ramp Entrance”) means the southeast entrance area to the Amphitheatre that enables patrons to access Row 1 seats without using stairs.
- P. “Ticket Credential” means the credit card that was used to purchase the ticket, government issued identification, or other identification available through the electronic ticket delivery system.
- Q. “Ticket Party” means a patron with a mobility disability and their companions, regardless of whether the tickets were purchased together or separately.

**III. ACCESSIBLE TICKETING AND SEATING.**

- A. The City shall implement the following policy changes set forth in paragraphs B-J of this Paragraph for Events scheduled on or after February 1, 2018 and for the remainder of the 2018 and 2019 seasons.
- B. The City shall implement the following policies relating to tickets for events at Red Rocks:
  - 1. For publicly ticketed Events at Red Rocks, the City will require use of an electronic ticket delivery system for Rows 1-4, which obligates ticket purchasers

to show a Ticket Credential to enter the Amphitheatre. Ticket purchasers of Accessible Seats will be required to attest prior to purchase online or in person at the box office that they or another individual in their Ticket Party has a disability that requires the use of the accessible features of the Accessible Seat. Tickets to Rows 1-4 will be non-transferable. All members of a Ticket Party holding tickets to seats in Rows 1 through 4 must arrive together before they are allowed entrance to the Amphitheatre.

2. Patrons with tickets to Row 1 will be required to enter the Amphitheatre through the South East Entrance.
  3. Red Rocks Personnel will require that the purchaser of tickets to Row 1 possesses an ID demonstrating that they were the original purchaser of the ticket(s), and will enforce this requirement by having a liaison visually inspect IDs at Row 1. A person who presents a valid ID for access to Row 1 and the other members of their Ticket Party will receive non-removable non-transferable wristbands that indicate that that individuals are permitted in Row 1; those individuals will be required to put on the wristbands immediately. If a ticket holder does not present a valid ID to demonstrate they or a person in their Ticket Party was the original purchaser of the ticket(s), Red Rocks Personnel will not permit that individual or anyone in their Ticket Party to sit in any Accessible Seat.
  4. At the Row 1 entrance where an individual presents their ID to gain admission to that Row, Red Rocks Personnel will ask the individual whether they or anyone in their Ticket Party has a mobility disability requiring use of the accessible features of Row 1. If the response is that someone else in the Ticket Party requires the accessible features of Row 1, Red Rocks Personnel will ask the individual with a mobility disability to respond to this question. If any individual responds “no” to the questions set forth in this paragraph Red Rocks Personnel will not permit such individual to sit in any Accessible Seat.
  5. Red Rocks Personnel will continue the current policy of denying entry or reentry to Row 1 seats if a patron does not possess a wristband indicating that that person may occupy a Row 1 Seat.
- C. If an individual with a disability who uses a wheelchair or other mobility device obtains a ticket to a Non-accessible Seat and wishes to exchange it for a ticket to an Accessible Seat, they may request an exchange, provided that tickets for Accessible Seats remain available at a price equal to or lower than the value of the ticket or if the individual is willing to pay the difference in price for more expensive Accessible Seats. Such individuals may request such an exchange by calling the general Red Rocks telephone number (720) 865-2494.
- D. The City shall ensure that the methods for purchasing Accessible Seats at Red Rocks are equivalent to the methods for purchasing tickets to Non-accessible Seats,

including but not limited to the use of “waiting rooms,” and the availability of pre-sales, credit-card-specific sales, club sales, and other pre-sale distributions.

E. Notice and Publicity Provisions.

1. The City shall require that purchasers of tickets to Accessible Seats acknowledge at the time of purchase that “I understand that these seats are for patrons with disabilities and their companions only. I UNDERSTAND THAT IF I AM PURCHASING TICKETS IN ROW 1, I WILL BE REQUIRED TO PRESENT A GOVERNMENT-ISSUED PHOTO ID TO GAIN ENTRANCE TO THESE SEATS. Any other use will result in denial of entry, removal and/or other penalties. Individuals with disabilities who have feedback about accessibility at Red Rocks may write [redrocksaccess@denvergov.org](mailto:redrocksaccess@denvergov.org).” or substantially similar language.
2. The City shall require that all tickets to Accessible Seats, including electronic, email, or printed tickets, include a notice “These seats are for patrons with disabilities and their companions only. I UNDERSTAND THAT IF I AM PURCHASING TICKETS IN ROW 1, I WILL BE REQUIRED TO PRESENT A GOVERNMENT-ISSUED PHOTO ID TO GAIN ENTRANCE TO THESE SEATS. Any unauthorized use will result in denial of entry, removal, and/or other penalties. Individuals with disabilities who have feedback about accessibility at Red Rocks may write [redrocksaccess@denvergov.org](mailto:redrocksaccess@denvergov.org).” or substantially similar language.
3. The City shall require that signs as specified in Exhibit A be placed at the entrances to the Lower Section Wheelchair Seats.
4. The City will include a notice in a prominent location on the following webpages (or their equivalent, should the website be changed) stating “Please note that tickets to the first four rows at Red Rocks are non-transferable. Patrons will be required to show an appropriate identification in order to gain entry to those rows.”
  - a. <http://redrocksonline.com/concerts-events/concertgoers-guide/ticketing>
  - b. <http://redrocksonline.com/concerts-events/calendar>
  - c. <http://redrocksonline.com/concerts-events/listing>
5. The City will include the notice described in Paragraph III(E)(4) above on the webpage <http://redrocksonline.com/> (or its equivalent, should the website be rearranged or renamed) and shall require contractors of the City to include the same notice on all advertising and promotional materials.

6. The City will include a notice in a prominent location on the webpage <http://redrocksonline.com/visitor-info/accessibility> (or its equivalent, should the website be rearranged or renamed), stating “Please note that tickets to the first four rows at Red Rocks are non-transferable. Patrons will be required to show an appropriate identification corresponding to the individual who purchased the tickets in order to gain entry to those rows. Patrons holding tickets to Accessible Seats will be asked whether they or their companions have a disability requiring the accessible features of the seats. If they do not have such a disability or require such seats, they are subject to being reseated or denied entry. Individuals with disabilities who have feedback about accessibility at Red Rocks may [redrocksaccess@denvergov.org](mailto:redrocksaccess@denvergov.org).”
- F. The City shall implement the revised seating chart attached as Exhibit B, which renumbers the Lower Section Wheelchair Seats and Row 70. The Parties agree that, provided the training requirements of Paragraph V(C)(4) are met, this satisfies the program access standard of Title II and Section 504 with respect to the number of seats available for individuals who use wheelchairs and their companions.
- G. The City shall make available a sufficient number of folding chairs (but no fewer than 27) so that companions of patrons who use wheelchairs or other mobility devices and have tickets to Lower Section Wheelchair Seats may sit directly to the side of such patrons. The City will continue to make folding chairs available for all companions of patrons who use wheelchairs or other mobility devices so that those companions may sit directly to the side of their companions who use wheelchairs or other mobility devices as it has in the past for Row 70.
- H. Accessible Shuttle:
  1. It will be the policy of the City to give priority to patrons with disabilities and others in their Ticket Party for boarding the Accessible Shuttle.
  2. Red Rocks Personnel will not ask persons with a disability for a ticket to use the Accessible Shuttle unless they ask all patrons on the Accessible Shuttle for their tickets; but Red Rocks Personnel may direct patrons as appropriate to the most convenient entrance.
  3. The City shall post a sign adjacent to the Accessible Shuttle stop in the Upper South Lot indicating the location of the Accessible Shuttle and that people with disabilities and others in their Ticket Party have priority in boarding the Accessible Shuttle.
  4. The City will ensure that Accessible Shuttle service is reasonably available at all times during an Event and for a reasonable time before and after an Event.

5. The City will continue to ensure that all vehicles in use as Accessible Shuttles will be wheelchair accessible and that at least one vehicle in use as an Accessible Shuttle for each Event shall have the ability to transport two patrons using wheelchairs at the same time.
- I. The City will require promoters to sell or distribute Accessible Seats to fan clubs and through pre-sales in the same proportion as Non-Accessible Seats; but if the demand for Accessible Seats exceeds the number of seats provided to fan clubs or through pre-sales, then the promoter may seek permission from the City to increase the number Accessible Seats available. Any Accessible Seats that are not sold to fan clubs or through pre-sales will be made available at the same time and in the same manner as tickets available for public on-sale.
- J. As they come up for renewal, the City shall amend its contracts with third-parties as necessary to ensure that it complies with the requirements of this Decree.

**IV. VERIFICATION AND REPORTING.** The Parties agree as follows:

- A. It is the Parties' joint goal in entering this Consent Decree to reduce scalping of tickets to Lower Section Wheelchair Seats to make such seats available to those individuals who are entitled to purchase them. The intent of the Verification and Reporting described below is to ensure that this goal is being achieved.
- B. Data gathering and analysis:
  1. The City shall work with a third-party contractor to gather and analyze data related to the City's sale of Accessible Seats at Red Rocks for Events occurring on or after February 1, 2018. The Scope of Work shall be designed to provide data on whether a pattern of scalping has occurred and whether Red Rocks patrons who use wheelchairs have a reasonable opportunity to purchase Lower Section Wheelchair Seats.
  2. The City will gather and provide to its third-party contractor, on at least a monthly basis, the following data and information for each Accessible Seat at each Event occurring on or after February 1, 2018:
    - a. Event and event code;
    - b. Customer ID;
    - c. Customer Information including but not limited to:
      - (1) Full name;
      - (2) Street address



- (3) City
  - (4) State and
  - (5) Zip code.
- d. Seat row and number; and
  - e. Method of delivery.
3. The City will provide to Class Counsel, on at least a monthly basis, the following data and information for each Event occurring on or after February 1, 2018:
    - a. the data and information in Paragraph IV(B)(2), with the exception that the City will not provide Class Counsel with the full name or street address of the customers;
    - b. Price map; and
    - c. All reports and analyses that the third-party contractor generates or creates that relate to Accessible Seats.
  4. Before the third-party contractor begins analysis of the first set of data it receives, counsel for the City, Class Counsel, and the contractor will meet and confer concerning proposed analyses that will highlight scalping or the absence thereof.
  5. Nothing in this provision prohibits Class Counsel from independently gathering seating sales data. However, the City shall not be responsible for paying costs or attorneys' fees besides those stated in Paragraph IX(A)(2) below.
  6. The City will provide to Class Counsel, on a monthly basis, all communications received at the email address set forth in Paragraphs III(E)(1), (2), and (6) and other electronic communications relating to accessible ticketing and seating.
  7. During the term of this Consent Decree and on a monthly basis, the City shall provide to Class Counsel one or more photographs of the first row at each Event held during the prior month depicting the patrons occupying the row, including those using mobility devices where visible. A periodic failure to capture one or more photographs at any given Event shall not be a violation of this Consent Decree. The parties agree that the photographs may not represent all patrons seated in Row 1 during the course of the Event and that the photographs may not depict all mobility devices. The presence or absence of patrons in mobility devices depicted in the photographs shall not be a basis to find the City in violation of this Consent Decree.

8. Class Counsel will maintain the data and information provided pursuant to Paragraph IV as Confidential pursuant to the protective order in this case. In any reports generated from this data, names, street addresses, and phone numbers will be redacted. Class Counsel may provide Confidential information to the Lucas Plaintiffs upon request, provided that Class Counsel gives written notice to the City of the disclosure including the name of the person(s) to whom the information is provided. Absent class members may not have access to the data without the consent of the City or leave of Court.
9. The Parties will meet and confer in good faith from time to time but no less often than once a quarter to discuss the data, information, reports, analyses, feedback, and positive and/or negative results of the solution agreed to herein.
10. Timing of Information Gathering and Reporting. The City shall provide the data and information described in Paragraph IV(B)(1) on the first of the month for the preceding month starting on March 1, 2018, with the understanding that the data provided on March 1, 2018 will include data collected through February 28, 2018 for events occurring on or after February 1, 2018 even if the data were collected prior to February 1, 2018.

## **V. TRAINING**

- A. The City will develop policies and procedures designed to implement this Decree and ensure access to Red Rocks patrons who use wheelchairs.
- B. The City and/or its contractors will train Red Rocks Personnel and other personnel with duties related to events at Red Rocks in the policies and procedures necessary to implement this Decree.
- C. The training developed pursuant to this Paragraph will include but not necessarily be limited to the following subjects:
  1. Administering all phases of the ticket-sales process for Lower Non-transferable Seats;
  2. Properly, effectively, and respectfully asking the questions required in Paragraph III(B);
  3. Properly, effectively, and respectfully denying entrance to individuals or reseating individuals who possess a ticket for Accessible Seats but who have not met the requirements as set forth in this Consent Decree; and
  4. Ensuring that patrons who use wheelchairs and others in their Ticket Party are able to sit together in the seats they purchased, including permitting patrons who use wheelchairs or other mobility devices to occupy those seats even if their

devices exceed 24 inches in width, and properly, effectively, and respectfully asking patrons to adjust their seating locations by a few inches either way to permit this to happen, including ensuring that Red Rocks Personnel are trained not to ask that individuals who use wheelchairs or mobility aids that may exceed the 24 inches provided in Row 1 and Row 70 Accessible Seats to move closer together because the individual's wheelchair or mobility device exceeds 24 inches.

**VI. TERM.** The term of this Decree shall be for the 2018 and 2019 event seasons, or more specifically, for Events from February 1, 2018, to December 31, 2019, or if a dispute is raised under Paragraph XI for an event occurring during this period until the conclusion of any Dispute Resolution process with respect to that dispute.

**VII. COURT APPROVAL.**

- A. Initial Motions. Within ten (10) business days of execution of this Decree, the Lucas Plaintiffs shall file the following submissions. The City shall not oppose these submissions.
1. Motion to Certify the Settlement Class for settlement purposes only and appointment of Amy Robertson of CREEC, Alison Butler and Jennifer Purrington of DLC, and Kevin Williams of CCDC as class counsel;
  2. Motion for Preliminary Approval of the Proposed Consent Decree including:
    - a. Approval of the proposed notice of settlement and notice dissemination to the class as outlined in Paragraph VIII, and a deadline for publication of the notice (the "Notice Deadline") that is no more than ten (10) business days after the grant of preliminary approval or as promptly as permitted by the Court;
    - b. Approval of the procedure for objections to the proposed settlement described in Paragraph VII(B);
    - c. Motion to enjoin members of the Settlement Class from initiating or prosecuting any litigation related to the claims resolved by this Decree against the City pending the Court's entry of Final Order and Judgment; and
    - d. Motion to Set Date for the final approval hearing as set forth in Paragraph VII(C).
- B. Objections. The Parties shall ask the Court to order the following procedures for objections: Any member of the Settlement Class may object to the proposed Decree by filing, within two months after the Notice Deadline, written objections with the Clerk of the Court. Only such objecting class members shall have the right, if they seek it in their objection, to present objections orally at the Final Approval Hearing.

- C. Final Approval Hearing. The Lucas Plaintiffs and the City shall request that a Final Approval Hearing take place three months after the Notice Deadline, or as soon thereafter as the Court may set the hearing.
- D. Motion for Attorneys' Fees. Within 60 days of Preliminary Approval, the Lucas Plaintiffs shall file a motion requesting an award of reasonable attorneys' fees and costs in the amount agreed to by the Parties in Paragraph IX.
- E. Motion for Final Approval. At least two (2) weeks prior to the final approval hearing, the Lucas Plaintiffs shall file, and the City shall not unreasonably oppose, a mutually acceptable motion seeking final approval of the settlement and responding to any objections to the settlement.

### **VIII. NOTICE TO THE CLASS OF THE PROPOSED SETTLEMENT**

- A. No later than the Notice Deadline, the City shall issue Notice to the Class as Ordered by the Court. The Parties will recommend to the Court that such Notice shall consist of the City placing the short-form Notice, attached as Exhibit C, at its own expense, in the Denver Post, and that such notice shall be published once and shall be at least one-eighth of a page in size. The City shall send to Lucas Plaintiffs a copy of the Notice as published.
- B. No later than the Notice Deadline, the City shall mail the long-form Notice attached as Exhibit D, to the last known addresses for the organizations listed in Exhibit E.
- C. The long-form Notice shall also be posted on the websites of CREEC, DLC, CCDC, and those organizations will mail or email the long-form Notice to each of the organizations listed in Exhibit E hereto with a request that it be posted on the organization's website.
- D. The Parties agree that the proposed Notice is reasonably calculated to apprise the Settlement Class of the pendency of this settlement.

### **IX. ATTORNEYS' FEES.**

- A. The Parties agree that as part of this Consent Decree and subject to approval by the Court, the City will pay Class Counsel's reasonable attorneys' fees and costs in the following amounts:
  - 1. \$250,000 for Class Counsel's work through Final Approval excluding any work in connection with Paragraph IV above; and
  - 2. Up to \$50,000 for Class Counsel's work in connection with the work described in Paragraph IV above paid pursuant to the process below:

- a. Up to \$25,000 for the first year after Final Approval and up to \$25,000 for the second year after Final Approval.
  - b. No sooner than 15 calendar days before the anniversary of Final Approval, Class Counsel shall submit to the City a statement of reasonable fees and costs incurred pursuant to Paragraph IV above; and
  - c. Subject to the City's review and approval, which shall not be unreasonably withheld, the City shall pay the amount set forth in in the statement up to the limits in this Paragraph IX(A)(2).
- B. Method and Timing of Payment:
1. The City will pay Class Counsel the amount owed under Paragraph IX(A)(1) within 30 days of Final Approval and
  2. The City will pay the amount owed to Class Counsel under Paragraph IX(A)(2) as described in that paragraph.
  3. The payments referenced in this Paragraph will be paid by check or wire transfer to the Civil Rights Education and Enforcement Center, which will be responsible for distributing attorneys' fees and costs to Class Counsel.
- C. Class Counsel's attorneys' fees for dispute resolution are not included in the amounts set forth in this Paragraph, and are addressed separately in Paragraph XI(B)(2).

**X. JUDGMENT AND FINAL APPROVAL.**

- A. At the time of the Final Approval Hearing, the Parties shall jointly request that the Court enter a Final Judgment and Order granting Final Approval of the terms of this Decree.
- B. The Parties will request that this Final Judgment and Order be substantially in the form of Exhibit F and reference this Decree.
- C. The Parties will request that this Court retain jurisdiction to enforce this Decree and resolve any disputes pursuant to Paragraph XI(B), up to and including any time required to resolve the dispute that extends beyond the Term of the Consent Decree as set forth in Paragraph VI.

**XI. DISPUTE RESOLUTION.**

- A. Informal Dispute Resolution
  1. If either Party or a member of the Settlement Class believes that a dispute exists relating to the performance or interpretation of this Decree, it shall notify the

other Party in writing, describing the dispute and clearly identifying that they are invoking the dispute resolution process.

2. The other Party shall respond in writing to such notice within 10 business days of receipt of the notice.
3. Within 10 business days of receipt of the response described in the previous paragraph, counsel for both Parties shall meet and confer by telephone or in person and attempt to resolve the issue informally.

**B. Resolution by the Court**

1. If, after completing the steps in Paragraph XI(A), either Party believes that a dispute still exists relating to the performance or interpretation of this Decree, either Party may seek further relief from the Court.
2. Should any matter proceed to Court under this Paragraph XI(B), attorneys' fees and costs shall be awarded in accordance with 42 U.S.C. § 12205.

**XII. RELEASE.**

Effective on the date of Final Approval of this Decree, the Lucas Plaintiffs, individually and on behalf of all members of the Settlement Class, and their executors, successors, heirs, assigns, agents and representatives, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, unconditionally and forever do fully and finally release, acquit and discharge the City and its present, former or future directors, officers, shareholders, owners, managers, supervisors, employees, attorneys, insurers, agents, representatives, and contractors retained by the City to perform the work described herein, and the respective successors, heirs, employees, attorneys, owners, insurers and assigns of the above from any and all actions, causes of action, claims, charges, demands, losses, judgments, liens, indebtedness and liabilities arising out of the subject matter of the Lawsuit for injunctive relief, declaratory relief, and any attendant costs and attorneys' fees (except those provided in Paragraph XI(B)(2) above), whether known or unknown, suspected or unsuspected, pursuant to the ADA or Rehabilitation Act relating to ticketing or seating policies for members of the Settlement Class, asserted or unasserted, in the Lawsuit, including but not limited to such claims related to 42 U.S.C. § 12132, 28 C.F.R. § 35.138, 28 C.F.R. § 35.151, and 29 U.S.C. § 794. Furthermore, the Settlement Class does not release any claims for damages.

**XIII. BEST INTERESTS OF THE CLASS**

The Lucas Plaintiffs and Class Counsel represent and affirm that they are seeking to protect the interests of the entire Settlement Class and believe that this Decree is in the best interests of the Settlement Class.

#### **XIV. COMMUNICATIONS.**

Any notice or communication required or permitted to be given to the Lucas Plaintiffs or City under this Decree shall be given in writing by email and U.S. Mail, addressed as follows:

To the City:

Office of the Mayor of Denver  
1437 Bannock Street, Suite 350  
Denver, CO 80202

With a copy to:

Denver City Attorney's Office  
Attn: Tracy A. Davis  
Assistant City Attorney  
201 W. Colfax Ave., Dept. 1207  
Denver, CO 80202

To the Settlement Class:

Amy Robertson  
Civil Rights Education and Enforcement Center  
104 Broadway, Suite 400  
Denver, CO 80203

Kevin W. Williams  
Legal Program Director  
Colorado Cross Disability Coalition  
Empire Park  
1385 S. Colorado Blvd., Suite 610-A  
Denver, CO 80222

Alison Butler  
Director of Legal Services  
Disability Law Colorado  
455 Sherman St, Ste 130  
Denver, CO 80203

If the above addresses or the appropriate contact change, it is the responsibility of the Party whose address is changing to give written notice of said change to all other Parties within thirty (30) business days following the effective date of said change.

**XV. MODIFICATION OR WAIVER OF DECREE.**

No modification of this Decree shall be effective unless it is pursuant to Court Order.

**XVI. EXTENSIONS**

The Parties, through their counsel, may agree to any reasonable extensions of time in connection with provisions of this Decree. Such extensions must be in writing to be enforceable. However, to the extent a requested extension of time is material to the rights and benefits of the Settlement Class Members, the Parties shall seek the Court's approval of any such requested extensions.

**XVII. SEVERABILITY.**

If any provision or any part of this Decree shall at any time be held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state, county, municipal or other law, ruling or regulation, then the remaining provisions of this Decree shall remain effective and enforceable.

**XVIII. EXECUTION IN COUNTERPARTS.**

This Decree may be signed in counterpart and shall be binding and effective immediately upon the execution by all Parties of one or more counterparts.

**XIX. DUTY TO SUPPORT AND DEFEND DECREE.**

The Lucas Plaintiffs and the City by their signatures below, each agree to abide by all of the terms of this Decree in good faith and to support it fully, and shall use their best efforts to defend this Decree from any legal challenge, whether by appeal or collateral attack.

**XX. SETTLEMENT PURPOSES ONLY**

This Decree is for settlement purposes only, and neither the fact of, nor any provision contained in this Decree or its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by the Lucas Plaintiffs in this action or in any other action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the City of any claim or allegation made in this Action or any other action, or as any admission of the Lucas Plaintiffs' ability to certify the putative Settlement Class on its merits under Fed. R. Civ. P. 23. This Decree, whether or not approved by the Court or otherwise compromised, shall in no event be construed or deemed to evidence of an admission or a concession on the part of any Party with respect to any claim of any fault or liability or damages.



**XXI. CERTIFICATION OF CLASS**

The Parties agree that, for settlement purposes only, the Action shall be certified and proceed as a class action under applicable jurisprudence.

**XXII. ENTIRE AGREEMENT.**

This Decree contains all the agreements, conditions, promises and covenants among the Lucas Plaintiffs, the Settlement Class, and the City regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations or understandings, either written or oral, with respect to the subject matter of the present Decree.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Consent Decree of the date first written above.

Carrie Ann Lucas

 \_\_\_\_\_

Date: 12/11/17 \_\_\_\_\_

Matthew Feeney

\_\_\_\_\_

Date: \_\_\_\_\_

Kirk Williams

\_\_\_\_\_

Date: \_\_\_\_\_

Kalyn Heffernan

\_\_\_\_\_

Date: \_\_\_\_\_

Jim Vacik

\_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Consent Decree of the date first written above.

Carrie Ann Lucas

\_\_\_\_\_  
Date: \_\_\_\_\_

Matthew Feeney

*M. J. Feeney*  
\_\_\_\_\_  
Date: *12/11/17* \_\_\_\_\_

Kirk Williams

\_\_\_\_\_  
Date: \_\_\_\_\_

Kalyn Heffernan

\_\_\_\_\_  
Date: \_\_\_\_\_

Jim Vacik

\_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Consent Decree of the date first written above.

Carrie Ann Lucas

\_\_\_\_\_

Date: \_\_\_\_\_

Matthew Feeney

\_\_\_\_\_

Date: \_\_\_\_\_

Kirk Williams

*Kirk Williams*  
\_\_\_\_\_

Date: 12-11-2017

Kalyn Heffernan

\_\_\_\_\_

Date: \_\_\_\_\_

Jim Vacik

\_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Consent Decree of the date first written above.

Carrie Ann Lucas

\_\_\_\_\_

Date: \_\_\_\_\_

Matthew Feeney

\_\_\_\_\_

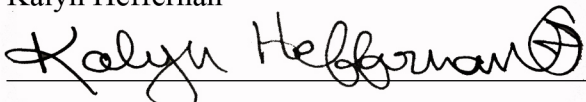
Date: \_\_\_\_\_

Kirk Williams

\_\_\_\_\_

Date: \_\_\_\_\_

Kalyn Heffernan

*Kalyn Heffernan* 

Date: 12/14/2017

Jim Vacik

\_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Consent Decree of the date first written above.

Carrie Ann Lucas

\_\_\_\_\_

Date: \_\_\_\_\_

Matthew Feeney

\_\_\_\_\_

Date: \_\_\_\_\_

Kirk Williams

\_\_\_\_\_

Date: \_\_\_\_\_

Kalyn Heffernan

\_\_\_\_\_

Date: \_\_\_\_\_

Jim Vacik

  
\_\_\_\_\_

Date: 12/11/2017

Frank Mango  
Frank S Mango  
Date: 12 DEC 2017

The City and County of Denver

By: \_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Amy Robertson  
Civil Rights Education and Enforcement Center

By: \_\_\_\_\_  
Kevin W. Williams  
Colorado Cross Disability Coalition Legal Program

By: \_\_\_\_\_  
Alison Butler  
Disability Law Colorado

Counsel for the Lucas Plaintiffs and Settlement Class

By: \_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

Counsel for the City and County of Denver

Frank Mango

\_\_\_\_\_  
Date: \_\_\_\_\_

The City and County of Denver

By:   
\_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

By:   
\_\_\_\_\_  
Its: Executive Director - Denver Arts + Venues

Date: Dec, 13, 2017

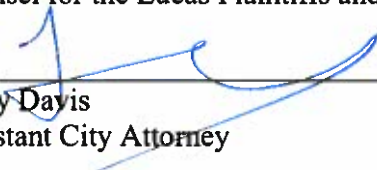
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Amy Robertson  
Civil Rights Education and Enforcement Center

By: \_\_\_\_\_  
Kevin W. Williams  
Colorado Cross Disability Coalition Legal Program

By: \_\_\_\_\_  
Alison Butler  
Disability Law Colorado

Counsel for the Lucas Plaintiffs and Settlement Class

By:   
\_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

Counsel for the City and County of Denver



Frank Mango

\_\_\_\_\_

Date: \_\_\_\_\_

The City and County of Denver

By: \_\_\_\_\_

Tracy Davis  
Assistant City Attorney

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Amy Robertson  
Civil Rights Education and Enforcement Center

By: \_\_\_\_\_

Kevin W. Williams  
Colorado Cross Disability Coalition Legal Program

By: \_\_\_\_\_

Alison Butler  
Disability Law Colorado

Counsel for the Lucas Plaintiffs and Settlement Class

By: \_\_\_\_\_

Tracy Davis  
Assistant City Attorney

Counsel for the City and County of Denver

Frank Mango

\_\_\_\_\_  
Date: \_\_\_\_\_

The City and County of Denver

By: \_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Amy Robertson  
Civil Rights Education and Enforcement Center

By: \_\_\_\_\_  
Kevin W. Williams  
Colorado Cross Disability Coalition Legal Program

By: *Jennifer L. Purrington* *[Signature]* for Alison Butler  
Alison Butler  
Disability Law Colorado

Counsel for the Lucas Plaintiffs and Settlement Class

By: \_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

Counsel for the City and County of Denver

Frank Mango

\_\_\_\_\_

Date: \_\_\_\_\_

The City and County of Denver


By: \_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Amy Robertson  
Civil Rights Education and Enforcement Center

By:  \_\_\_\_\_  
Kevin W. Williams  
Colorado Cross Disability Coalition Legal Program

By: \_\_\_\_\_  
Alison Butler  
Disability Law Colorado

Counsel for the Lucas Plaintiffs and Settlement Class

By: \_\_\_\_\_  
Tracy Davis  
Assistant City Attorney

Counsel for the City and County of Denver

**IT IS SO ORDERED.**

**BY THE COURT:**

---

**Wiley Y. Daniel**  
**Senior United States District Judge**

**Dated:**

RESERVED  
SEATING



  
RED ROCKS  
MUSIC AND ENTERTAINMENT





**NOTICE OF CLASS ACTION SETTLEMENT:TICKETING AND SEATING AT RED ROCKS AMPHITHEATRE FOR PEOPLE WHO USE WHEELCHAIRS OR OTHER MOBILITY DEVICES**

If you have purchased, or attempted to purchase, tickets to the first row accessible seats at Red Rocks Amphitheatre and have been unsuccessful because such tickets were immediately unavailable for purchase from the original seller, you may be a member of the proposed Settlement Class affected by this lawsuit. This is a court-authorized notice.

Plaintiffs in the case of *Lucas v. City and County of Denver*, No. 16-cv-02565-WYD-MJW, in the U.S. District Court for the District of Colorado, alleged that the City and County of Denver (“City”) failed to ensure that individuals with disabilities who use wheelchairs or other mobility devices were able to purchase tickets to the accessible seats in the first row of Red Rocks Amphitheatre (“Red Rocks”). The proposed settlement is intended to remedy this situation by, among other things, requiring that tickets for the first four rows at Red Rocks are non-transferrable and purchasers of these tickets must appear in person to use their tickets.

**THIS SETTLEMENT MAY AFFECT YOUR RIGHTS**

Please take notice the Court will hold a hearing for \_\_\_\_\_, at \_\_\_\_\_ in Courtroom A-1002, Alfred A. Arraj United States Courthouse, 901 19th Street, Denver Colorado 80294, before the Honorable Judge Wiley Y. Daniel to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class Member, you have the right to attend and be heard at this hearing if you file an objection as explained below. At the hearing, the Court will consider any objections to the Settlement. After the hearing, the Court will decide whether to approve the Settlement. The Court will also consider the agreed upon amount to award Class Counsel as reasonable attorneys’ fees, costs and litigation expenses. If the Court approves the Settlement, all Class members will be bound by the provisions of the Settlement with respect to claims against the City for injunctive relief and attorneys’ fees and costs under the Americans with Disabilities Act relating to ticketing and seating at Red Rocks.

If you wish to object to the Settlement or to speak at the hearing, you must send any objection and/or notice of your intent to appear at the hearing to the Court in writing on or before \_\_\_\_\_, and include the case number (Civil Action No. 16-cv-02565-WYD-MJW), to the following address: Clerk of the Court, US Courthouse, 901 19th Street, Denver, CO 80294.

**Please do not contact the Court with questions about this Settlement.** If you have questions, please contact:

<p>Amy F. Robertson Civil Rights Education and Enforcement Center 104 Broadway, Suite 400 Denver, CO 80203 303.757.7901 arobertson@creeclaw.org</p>	<p>Alison Butler or Jennifer Purrington Disability Law Colorado 455 Sherman St., Suite 130 Denver, CO 80203 303.722.0300 abutler@disabilitylawco.org jpurrington@disabilitylawco.org</p>	<p>Kevin Williams Colorado Cross-Disability Coalition 1385 S. Colorado Boulevard, Suite 610-A Denver, CO 80222 303.839.1775 kwilliams@ccdconline.org</p>
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**FURTHER INFORMATION**

The terms of the Settlement are only summarized in this notice. For the precise and full terms and conditions of the settlement, please see the Settlement Agreement available at [www.creeclaw.org/RedRocksSettlement](http://www.creeclaw.org/RedRocksSettlement) or by accessing the Court docket on this case through the Court’s Public Access to Electronic Records (PACER) system at <https://www.pacer.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Colorado, 901 19th Street, Denver, CO 80294, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.



## **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

### **ATTENTION: ALL PEOPLE WITH DISABILITIES WHO USE WHEELCHAIRS OR OTHER MOBILITY DEVICES AND WHO PATRONIZE RED ROCKS AMPHITHEATRE**

If you have purchased, or attempted to purchase, tickets to the first row accessible seats at Red Rocks Amphitheatre and have been unsuccessful because such tickets were immediately unavailable for purchase from the original seller, you may be a member of the proposed Settlement Class affected by this lawsuit. This is a court-authorized notice.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS CASE.**

### **NOTICE OF CLASS ACTION**

The purpose of this notice is to inform you of a proposed settlement in a pending class action lawsuit brought on behalf of individuals with disabilities who use wheelchairs or other mobility devices against the City and County of Denver (the “City”). The case is entitled *Lucas v. City and County of Denver*, No. 16-cv-02565-WYD-MJW, and is pending in the United States District Court for the District of Colorado. The proposed class action settlement (“Settlement”) is set forth in a proposed Consent Decree, which must be approved by the United States District Court.

### **BACKGROUND**

This lawsuit alleges that the City violated the Americans with Disabilities Act by failing to ensure that individuals with disabilities who use wheelchairs or other mobility devices were able to purchase tickets to the accessible seats in the first row of Red Rocks Amphitheatre (“Red Rocks”), which is owned and operated by the City. Plaintiffs and other individuals with disabilities who use wheelchairs or other mobility devices reported that, on many occasions, all accessible front row tickets were reported as unavailable for purchase within seconds of coming on sale, and were immediately resold -- at far higher prices -- on the secondary market, denying access to patrons with disabilities.

This is a class action. In a class action, one or more people or organizations, called Class Representatives (in this case Carrie Ann Lucas, Matthew Feeney, Kirk Williams, Kalyn Heffernan, James Vacik, and Frank Mango (“Plaintiffs”)), sue on behalf of people who have similar legal claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members. United States District Judge Wiley Y. Daniel is in charge of this class action.

The Court did not decide in favor of either Plaintiffs or the City in this case. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainty of a trial. The settlement provides benefits that go to the Class Members. The Class Representatives and Class Counsel (the attorneys appointed by the Court to represent the Class) think the proposed settlement is in the best interests of the Class Members, taking into account the benefits of the settlement, the risks of continued litigation, and the delay in obtaining relief for the Class if the litigation continues.

## **THE SETTLEMENT CLASS**

The Settlement Class includes all individuals with disabilities who use wheelchairs or other mobility devices who allege that they have been, or in the future will be, excluded from participation in, denied the benefits of the services, programs, or activities of, denied meaningful access to, or subjected to discrimination at Red Rocks because of the City's policies and practices (or lack thereof) relating to ticketing and seating for such individuals.

## **SUMMARY OF THE PROPOSED SETTLEMENT**

**The following is a summary of certain provisions of the Settlement. The complete Settlement, set forth in the proposed Consent Decree, is available as set forth below.**

The Settlement requires the City to make changes to its ticketing and seating policies to attempt to ensure that tickets for accessible seats in the first row at Red Rocks are available for purchase from the original seller by individuals with disabilities who use wheelchairs or other mobility devices.

- Tickets for the first four rows at Red Rocks will be non-transferable. That is, they can only be used by the person who purchased them and others in their party.
- This will be enforced by requiring the purchaser to present a government-issued photo ID.
- Patrons with tickets to the accessible seats in the first row will be asked whether they or anyone in their party has a mobility disability requiring use of the accessible features of Row 1. If they respond "no," no one in that party will be seated in accessible seats.
- The City will publicize the new policies at Red Rocks and on their website, and will require purchasers of accessible seats to acknowledge the new policies at the time of purchase.
- The City will continue to provide Accessible Shuttle service from the Upper South Lot as further described in the proposed Consent Decree.

## **RELEASE OF CLAIMS**

The Settlement resolves and releases all claims for injunctive, declaratory, or other non-monetary relief that were brought, could have been brought, or could be brought in the future relating to or arising from any of the City's alleged actions, omissions, incidents, or conduct related its ticketing and seating policies. The Agreement does not provide for any monetary relief to the Settlement Class, and it does not release any damages claims that Settlement Class members may have.

## **REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES**

The settlement class is represented by the Civil Rights Education and Enforcement Center, the Colorado Cross-Disability Coalition, and Disability Law Colorado ("Class Counsel"). The City has agreed to pay Class Counsel their reasonable attorneys' fees, expenses, and costs of \$250,000 for

work through final approval of the Settlement, and \$50,000 for work related to monitoring the settlement over the next two years. These amounts are subject to the approval by the Court.

### **FAIRNESS OF SETTLEMENT**

The Class Representatives and Class Counsel have concluded that the terms and conditions of the proposed Settlement are fair, reasonable, adequate, and in the best interests of the Settlement Class. In reaching this conclusion, the Class Representatives and Class Counsel have considered the benefits of the settlement, the possible outcomes of continued litigation of these issues, the expense and length of continued litigation, and actual and possible appeals.

### **THE COURT'S FINAL APPROVAL/FAIRNESS HEARING**

The Court has preliminarily approved the Settlement, and has scheduled a hearing for \_\_\_\_\_, at \_\_\_\_\_, in Courtroom A-1002, Alfred A. Arraj Courthouse, 901 19th Street, Denver, CO 80294 to decide whether the proposed settlement is fair, reasonable, and adequate, and should be finally approved. Although you are not required to attend, as a Settlement Class Member, you have the right to attend and be heard at this hearing, as specified in the next section below. At the hearing, the Court will consider any objections to the Settlement. Judge Daniel will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. The Court will also consider the agreed upon amount to award Class Counsel as reasonable attorneys' fees, costs and litigation expenses. We do not know how long this decision will take.

If the Court approves the Settlement, all Class members will be bound by the provisions of the Settlement with respect to claims against the City for injunctive relief and attorneys' fees and costs under the Americans with Disabilities Act relating to ticketing and seating at Red Rocks, and any such claims will be barred..

### **OBJECTIONS TO THE SETTLEMENT**

If you wish to object to the Settlement or to speak at the hearing, you must send any objection and/or notice of your intent to appear at the hearing to the Court in writing on or before \_\_\_\_\_, and include the case number (Civil Action No. 16-cv-02565-WYD-MJW), to the following address: Clerk of the Court, US Courthouse, 901 19th Street, Denver, CO 80294.

Please note that the Court can only approve or deny the settlement. The Court cannot change the settlement's terms.

**All objections must be submitted or postmarked on or before \_\_\_\_\_.**

**Any Class Member who does not object at or before the Final Approval Hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.**

**IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT  
APPEAR OR FILE ANYTHING IN WRITING.**

### **FURTHER INFORMATION**

The terms of the Settlement are only summarized in this notice. For the precise and full terms and conditions of the settlement, please see the Settlement Agreement available at [www.creeclaw.org/RedRocksSettlement](http://www.creeclaw.org/RedRocksSettlement) or by accessing the Court docket on this case through the Court's Public Access to Electronic Records (PACER) system at <https://www.pacer.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Colorado, 901 19th Street, Denver, CO 80294, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

You can also obtain more detailed information about the settlement or a copy of the Settlement Agreement from Class Counsel at any of the following addresses:

Amy F. Robertson  
Civil Rights Education and Enforcement Center  
104 Broadway, Suite 400  
Denver, CO 80203  
303.757.7901  
[arobertson@creeclaw.org](mailto:arobertson@creeclaw.org)

Alison Butler or Jennifer Purrington  
Disability Law Colorado  
455 Sherman St., Suite 130  
Denver, CO 80203  
303.722.0300  
[abutler@disabilitylawco.org](mailto:abutler@disabilitylawco.org)  
[jpurrington@disabilitylawco.org](mailto:jpurrington@disabilitylawco.org)

Kevin Williams  
Colorado Cross-Disability Coalition  
1385 S. Colorado Boulevard, Suite 610-A  
Denver, CO 80222  
303.839.1775  
[kwilliams@ccdconline.org](mailto:kwilliams@ccdconline.org)

Please do not direct questions to the District Court.

To obtain copies of this Notice or the Consent Decree in alternative accessible formats, please contact Class Counsel listed above.

**List of Organizations to Receive Notice**

Center for People with Disabilities  
1675 Range Street  
Boulder, CO 80301

Connections for Independent Living  
1331 8th Avenue  
Greeley, CO 80631

Center for People with Disabilities (CPWD  
Satellite)  
25 Garden Center, Suite 1  
Broomfield, CO 80020

Center for People with Disabilities (CPWD  
Satellite)  
615 North Main  
Longmont, CO 80501

Center for Independence (Satellite)  
520 Third Street, Suite 34  
Carbondale, CO 81623

Disabled Resource Services  
118 E. 29th St., Suite C  
Loveland, CO 80538-2724

Colorado Springs Independence Center  
729 South Tejon Street  
Colorado Springs, CO 80903

Center for Independence (Satellite)  
300 North Cascade, Suite C10  
Montrose, CO 81401

Southwest Center for Independence  
(Satellite)  
2409 East Empire Street  
Cortez, CO 81321

Center for Independence (Satellite)  
1430 Railroad Ave  
Rifle, CO 81650

Atlantis Community, Inc.  
201 South Cherokee Street  
Denver, CO 80223

Center for Disabilities  
1304 Berkley Avenue  
Pueblo, CO 81004

Mile High Independent Living Center  
110 16th Street, Suite 504  
Denver, CO 80202

NorthWest Colorado Center for  
Independence  
1306 Lincoln Avenue, Suite A  
Steamboat Springs, CO 80487

Southwest Center for Independence  
3473 Main Avenue #23  
Durango, CO 81301

Center for People with Disabilities (CPWD  
Satellite)  
10351 Grant Street  
Thornton, CO 80229

Disabled Resource Services  
1017 Robertson Street, Unit B  
Ft. Collins, CO 80524

Denver Commission for People with  
Disabilities  
201 W. Colfax Avenue, Dept. 1102  
Denver, CO 80202

Center for Independence  
740 Gunnison Avenue  
Grand Junction, CO 81501

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 16-cv-02565-WYD-MJW  
(Consolidated with No. 16-cv-02931-WYD-MJW)

PATRICK CHARLES PARKER,

Plaintiff,

v.

CITY AND COUNTY OF DENVER,

Defendant.

---

CARRIE ANN LUCAS,  
KIRK WILLIAMS,  
MATTHEW FEENEY,  
KALYN HEFFERNAN,  
FRANK MANGO, and  
JAMES VACIK, on behalf of themselves and a class of similarly-situated individuals,

Plaintiffs,

v.

CITY AND COUNTY OF DENVER, COLORADO,

Defendant.

---

**ORDER AND JUDGMENT**

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This action came on for hearing before the Court on \_\_\_\_\_ and the issues having been duly heard and the decision having been duly rendered, it is **ORDERED** and **ADJUDGED** that:

The following class is certified pursuant to Rule 23(a) and (b)(2):

“the class of individuals with disabilities who use wheelchairs or other mobility devices who allege that they have been, or in the future will be, excluded from participation in, denied the benefits of the services, programs, or activities of, denied meaningful access to, or subjected to discrimination at Red Rocks Amphitheatre because of the policies and practices (or lack thereof) of the City and County of Denver relating to ticketing and seating for such individuals.”

Judgment is entered in accordance with the Consent Decree signed by the Court on \_\_\_\_\_ and the settlement reflected there in is given final approval. This Court retains jurisdiction over this matter for the purposes of interpreting and enforcing the Consent Decree.

**IT IS SO ORDERED.**

**BY THE COURT:**

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**Wiley Y. Daniel**  
**Senior United States District Judge**

**Dated:**