

**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.

CONSENT DECREE

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.” 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.” 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.”
- 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 make 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.

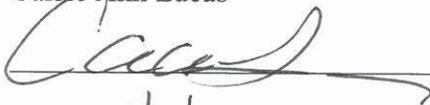
XXII. ENTIRE AGREEMENT.

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

 _____

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: _____

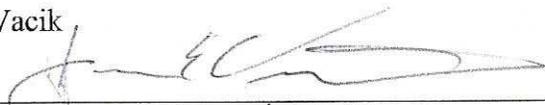
Kirk Williams

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

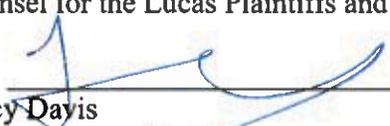
APPROVED AS TO FORM:

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:

s/ Wiley Y. Daniel
Wiley Y. Daniel
Senior United States District Judge

Dated: June 7, 2018