

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made this 20th day of January, 2016, by Margaret Denny (“Named Plaintiff”), 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, Named Plaintiff, individually and on behalf of a class of similarly situated persons, alleges and has threatened to commence legal action asserting that she has been denied the benefits of the City’s curb ramps because the City has failed to comply with Title II of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12131 *et seq.*, and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, with regard to the installation, maintenance, and design of its curb ramps. This Settlement Agreement, and the releases contained herein, only cover curb ramps on street segments with sidewalks, and do not apply to (1) components of the City’s sidewalk system other than curb ramps, (2) street segments that do not contain sidewalks but do contain bus stops, and (3) curb ramps adjacent to roads that comprise the State Highway System as defined in Colo. Rev. Stat. § 43-2-101 and -102. This action is hereinafter defined as the “Lawsuit”;

WHEREAS, the City has denied and continues to deny any and all liability or wrongdoing to Named Plaintiff and to the Settlement Class; by entering into this Agreement, the City does not admit any impropriety, wrongdoing or liability of any kind whatsoever, including any as to the claims raised in the Lawsuit, and on the contrary, expressly denies the same; and the City has entered into this Agreement solely for the purpose of avoiding the expense, inconvenience, distraction and delay of the Lawsuit, without admitting any wrongdoing or liability whatsoever, and without conceding the Named Plaintiff’s ability to certify the alleged putative Settlement Class on its merits under Colo. R. Civ. P. 23;

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 Complaint, 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 Agreement provides substantial benefit to the Settlement Class and is fair, reasonable, and adequate and in the best interest of the Named Plaintiff and the Settlement Class;

WHEREAS, the City has similarly concluded that this Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, to fulfill its long-standing commitment to promoting and enhancing the rights of those with disabilities and to ensure

compliance with all laws protecting the rights of the disabled, and to resolve finally and completely the pending and potential claims of the Named Plaintiff and the Settlement Class; and

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

AGREEMENT

I. **CONDITIONS PRECEDENT.** This Agreement shall be conditioned upon and shall be effective only upon, the occurrence of all of the following events (“Effective Date”):

- A. Class Counsel shall make, and the City shall not oppose, the court filings described in Section IV(A);
- B. Grant by the Court of preliminary approval of this settlement and issuance of notice thereof;
- C. Notice to the Settlement Class in accordance with Section V of this Agreement;
- D. A Final Approval Hearing held in accordance with Section IV(C) of this Agreement;
- E. Final approval of this Agreement 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. “2013 DOJ/DOT Alteration Guidance” means the 2013 Department of Justice/Department of Transportation Joint Technical Assistance on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing, attached hereto as Exhibit 1.
- B. “Class Counsel” means attorneys with the Civil Rights Education and Enforcement Center (“CREEC”) and the Legal Program of the Colorado Cross-Disability Coalition (“CCDC”).
- C. “Compliance” or “compliant,” with respect to the installation or modification of curb ramps required by this Agreement, means compliant with the applicable provisions of Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.*, 28 CFR § 35.151, and Americans with Disabilities Act standards published

by the U.S. Department of Justice in effect when the ramp was or is installed or altered. The current standards are the 2010 Americans with Disabilities Act Standards published by the Department of Justice. Existing ramps shall be deemed compliant for purposes of this Agreement notwithstanding that they do not contain truncated domes.

- D. “Independent Inspector” means a third party mutually agreeable who shall be retained as, and for the purposes, described in Section III(D)(2) below. Plaintiff will not unreasonably withhold approval of a proposed Independent Inspector.
- E. “Independent Inspector Report” means the annual report of the Independent Inspector, described in Section III(D)(2) below.
- F. “Installation” means installation of a curb ramp directly by the City or its employees, or installation by entities retained or paid by the City, including contractors.
- G. “Settlement Class” means the class of individuals, including any subclasses, ultimately defined and certified by a Court in this matter.

III. CURB RAMP PROGRAM.

A. **Survey.**

- 1. The City shall, at its own expense, perform a comprehensive survey of all City corners at street segments with sidewalks to identify the number and types of curb ramps at each corner as well as curb ramps that are missing or do not comply with regulations in effect when the ramp was installed or altered.
- 2. The City will use a reliable methodology to collect, at a minimum, the following data:
 - a. Locations that are missing curb ramps;
 - b. Running slope, cross slope, counter slope and width of curb ramps;
 - c. Location of curb ramps that are located at marked crossings;
 - d. That curb ramps are flush with the street;
 - e. Clear space and landings at the top and bottom of curb ramps;
 - f. The surface of curb ramps;
 - g. Detectable warnings;
 - h. The number and type of curb ramps at a corner;
 - i. Curb ramps or level cut-throughs at raised traffic islands; and
 - j. Raised islands without a level cut through or curb ramps.
- 3. The Survey shall be completed by the end of calendar year 2017.

B. Curb Ramp Installation.

1. In 2014, the City installed all ADA-required curb ramps identified on Chart 1, attached hereto as Exhibit 2.
2. For 2015, the City budgeted \$10,000,000 for the installation of curb ramps.
3. In 2014, and in future years whenever the City or the City's contractors "alter" (as defined by the 2013 DOJ/DOT Alteration Guidance) or construct a street, road or highway the City will install, or require the installation of, compliant curb ramps where a street level pedestrian walkway adjacent to the constructed or altered street, road or highway crosses a curb and no curb ramp currently exists.
4. Starting in 2014, the City will install or cause the installation of a minimum of 1,500 curb ramps per calendar year until compliant curb ramps are in place at all locations within the City and County of Denver where street level pedestrian walkways cross curbs adjacent to City owned right of way. This obligation shall not extend to curb ramps adjacent to roads that comprise the state highway system as defined in C.R.S. § 43-2-101 and -102. At T and offset intersections, ramps will be installed consistent with City and County of Denver Curb Ramp Placement Guide at Low Volume T-intersections ("Placement Guide"). The current version of the Placement Guide is attached as Exhibit 3. This minimum number does not relieve the City of its obligation under Section III(B)(3) to install curb ramps when it constructs or alters a curb or street, or causes a curb or street to be altered, even if doing so requires installation of more than 1,500 curb ramps in a given year.
 - a. A minimum of 400 of the 1,500 ramps installed each year will be installed at locations (1) requested through the City's existing request procedure, which it agrees to maintain, and/or (2) where street level pedestrian walkways cross curbs and no curb ramp currently exists. These 400 ramps will be referred to as the "Required Minimum Ramps." As between (1) and (2), ramps requested through the request line have higher priority. Each ramp installed pursuant to a request on the request line during a given year shall reduce by one the City's obligation to install 400 Required Minimum ramps for that year. For example, if in a given year City installs 150 ramps requested on the request line, then it will be obligated to install a total of 250 at additional Required Minimum Ramps in that year. When the sum of (1) requested ramps and (2) ramps to be installed where street level pedestrian walkways cross curbs and no curb ramp exists falls

below 400 the Required Minimum Ramps will adjust to the sum of requested ramps and ramps to be installed where street level pedestrian walkways cross curbs and no curb ramp exists.

- b. If the City installs, or causes the installation of, more than 1,500 curb ramps in a calendar year, the City may, in its sole discretion, use the additional ramps to satisfy the yearly requirement for future years. Nothing in this subparagraph, however, shall relieve the City of its obligation under Section III(B)(3) to install curb ramps whenever a curb or street is altered or constructed, or permit the City to reduce to below 400 the number of Required Minimum Ramps that must be installed each year.
- c. The total number of ramps installed will include all ramps installed by the City, ramps installed by the City's contractors, and ramps the City requires that others install. The City will identify ramps installed by its contractors or by third parties that it counts towards its obligation. The City remains obligated to perform the terms of this Agreement notwithstanding its use of contractors to perform road work, alterations, or curb ramp installation.
- d. Notwithstanding any other provision of this Agreement, the City's obligation to install or modify a curb ramp is subject to the following exceptions:
 - (1) Technical infeasibility: Where a curb ramp would otherwise be required to be installed or modified by this Agreement, but existing physical or site constraints prohibit modification or addition of a curb ramp which is in full and strict compliance, then the City shall provide accessibility to the maximum extent feasible. Before reaching a conclusion about technical infeasibility, the City will consider the extent to which physical or site constraints can be addressed by alternative curb ramp designs.
 - (2) A curb ramp need not be installed at an intersection where it is illegal for a pedestrian to cross the street.
 - (3) A curb ramp need not be installed on a segment of street that does not have a sidewalk or other pedestrian walkway.
 - (4) Procedure for exceptions. Where the City believes an exception exists, it will inform Class Counsel of the location of and basis for the exception in the Annual Curb Ramp Report. If Class Counsel disagrees with the City's

determination that an exception applies the Parties agree to meet and confer. In the event that the Parties are unable to reach agreement as to any exception identified in the Annual Curb Ramp Report the Parties shall follow the Dispute Resolution provisions set forth in Section VIII.

- e. The City will request sufficient budget to install the required number of ramps each year. However, if unforeseen circumstances, including, but not limited to, a significant increase in material expense, a lack of qualified contractors, or an unexpected and significant reduction in budget make it impracticable to achieve the 1,500 ramp per year target, the City will advise Class Counsel of the circumstances and the achievable level. If Class Counsel disputes the City's determination Class Counsel shall follow the Dispute Resolution provisions set forth in Section VIII. However, the City will remain obligated to install curb ramps required by Sections III(B)(3) and III(B)(4)(a) above.
- 5. This Agreement does not require that the City purchase, or otherwise acquire, property rights to install curb ramps.
- C. **Prioritization.** Other than ramps requested through the request line, the City may prioritize installation of ramps at locations where street level pedestrian walkways cross curbs and no curb ramp currently exist over remediation or replacement of existing but noncompliant ramps.
- D. **Verification.**
 - 1. No later than March 31st of each year, the City will provide CREEC and CCDC with a report ("Annual Curb Ramp Report") identifying:
 - a. Curb ramps installed, replaced or significantly altered by the City, its contractors, or third parties in the preceding calendar year;
 - b. All streets and corners that were altered in the preceding calendar year; and
 - c. With respect to any locations where the City believes that one of the exceptions set forth in paragraph III(B)(4)(d) applies, a detailed explanation of the reasons for the City's belief. Class Counsel may request in writing and the City will provide all non-privileged records necessary for Class Counsel to assess the City's position. Where Class Counsel determines in good faith that they dispute the City's position, resolution of the issue shall be pursuant to the Dispute Resolution provisions described in Section VIII below.

2. The City will retain and pay an Independent Inspector to annually survey a random sampling of 10% of locations on which curb ramps were, or should have been, installed during the preceding year to ensure that compliant curb ramps were installed.
 - a. No later than June 30th of each year, the Independent Inspector will provide to both Parties a written report documenting its findings (“Independent Inspector Report”).
 - b. Any disputes as to whether the Independent Inspector Report indicates violations of this Agreement, and the consequences of those disputed violations, will be subject to the Dispute Resolution process outlined at Section VIII.
 3. No later than August 1st of each year, the Parties shall submit an Annual Progress Report to the Special Master and the Court regarding their status and progress in performing this Agreement.
- E. **Training.** The City will implement a yearly training program for employees responsible for road and sidewalk planning, design, construction or inspection, which will highlight ADA curb ramp requirements, federal and state requirements, and the City’s policies. The City will work in good faith with the Office of Disability Rights, CREEC, and CCDC to develop a list of topics for the training program.
- F. **Maintenance.** The City shall maintain curb ramps in operable working condition. This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. In light of the unique circumstances of this Agreement, including that the Parties anticipate that the installation and remediation of ramps required by this Agreement will be completed in approximately eight years or less, and that the City will conduct a comprehensive survey of its sidewalk system to identify missing and noncompliant ramps, this provision shall be met by (1) completing the survey described in Section III(A) above; (2) remediating and installing ramps to the extent required by this Agreement; and (3) conducting outreach to the public to inform them of the availability of the request line to report noncompliant, inoperable or missing ramps. Nothing in this provision shall prevent the Term of this Agreement, as described in Section III(G) below, from ending.
- G. **Term.** The Term of this Agreement shall extend until the Independent Inspector submits a final report confirming that the City has modified or installed all compliant ramps required by this Agreement and until any disputes relating to that final report have been resolved.

IV. COURT APPROVAL.

- A. **Complaint and Initial Motions.** Within ten (10) business days of execution of this Agreement, Plaintiff shall file the Complaint, attached hereto as Exhibit 4, and the following submissions. The City shall not oppose these submissions, nor will it move to dismiss the Complaint.
1. Motion to Certify the Settlement Class for settlement purposes only;
 2. Appointment as class counsel of Timothy Fox and Sarah Morris of CREEC and Kevin Williams of CCDC;
 3. Motion for Preliminary Approval of the Proposed Class Settlement;
 4. Approval of the proposed notice of settlement and notice dissemination to the class as outlined in Section V, 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;
 5. Approval of the procedure for objections to the proposed settlement described in Section IV(B);
 6. Motion to enjoin members of the Settlement Class from initiating or prosecuting any litigation related to the claims resolved by this Agreement against the City pending the Court’s entry of Final Order and Judgment; and
 7. Motion to Set Date for the final approval hearing as set forth in Section IV(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 Agreement 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.** Named Plaintiff 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.** No fewer than one (1) week before the deadline for filing objections, Plaintiff shall file a motion requesting an award of attorneys’ fees in the amount agreed to by the Parties in Section VI(A).

- E. **Motion for Final Approval.** At least two (2) weeks prior to the final approval hearing, Plaintiff 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.

V. 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 5, 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 Named Plaintiff 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 6, to the last known addresses for the organizations listed in Exhibit 7.
- C. The notice shall also be posted on the websites of CREEC and CCDC.
- D. The Parties agree that the proposed Notice is reasonably calculated to apprise the Settlement Class of the pendency of this settlement.

VI. ATTORNEYS' FEES.

- A. **Fees and Costs for Work Done up to Execution of Agreement.** The City agrees to pay Named Plaintiff's reasonable attorneys' fees and costs incurred up to the date of execution of this Agreement, in the amount of \$70,000.00 to CREEC and \$17,000 to CCDC.
- B. **Fees and Costs Associated with Motions for Final Approval.** The City agrees to pay Named Plaintiff's reasonable attorneys' fees and costs incurred in connections with preparing and filing motions for final approval and other time spent obtaining approval of this Agreement. The Parties will negotiate in good faith to agree to Plaintiff's reasonable attorneys' fees and costs. If the Parties are able to agree on a proposed amount, Plaintiff's will not request a greater amount from the Court and the City will not oppose Plaintiff's fee request to the Court in that amount. If the Parties are unable to agree on the amount of Plaintiff's reasonable attorneys' fees and costs, Plaintiff will submit the question to the Court with the motion for final approval of the agreement. The Parties agree that the amount requested by Plaintiff will not exceed \$35,000.

C. Fees and Costs for Work Done After Execution.

1. Plaintiff will be entitled to her reasonable attorneys' fees arising from legal work performed in connection with implementation, enforcement or dispute resolution of this Agreement, if needed. Plaintiff's fees will be capped, and Plaintiff will not request and the City will not be required to pay more than \$100,000 for legal work performed in any single year of the Agreement. In year one through the end of year two of the Agreement, Plaintiff's fees will be capped, and Plaintiff will not request more than a total of \$80,000. In subsequent years Plaintiff will be entitled to up to \$40,000 plus any unused portion of the cap in prior years all subject to the \$100,000 yearly limitation.
2. **Procedure for Determining Fees.** To determine the amount of fees to which Plaintiff is entitled for work done after execution of this Agreement, the Parties will negotiate in good faith to agree to Plaintiff's reasonable attorneys' fees. If the Parties are unable to agree on an amount, the Parties agree to submit the issue of Plaintiff's reasonable fees to the Dispute Resolution Process outlined in Section VIII.

D. No Class Representative Award.

1. A class representative award (incentive award) will not be requested by, or awarded to, the Named Plaintiff.

VII. JUDGMENT AND FINAL APPROVAL.

- A. At the time of the Fairness Hearing, the Parties shall jointly request that the Court enter a Final Judgment and Order granting Final Approval of the terms of this Agreement.
- B. The Parties will request that this Final Judgment and Order be substantially in the form of Exhibit 8 ([Proposed] Order Granting Certification of a Class for Settlement Purposes Only and Preliminary Approval of Settlement Agreement), taking into account any comments or orders by the Court.

VIII. DISPUTE RESOLUTION.

A. Informal Dispute Resolution.

1. If either Party believes that a dispute exists relating to the performance or interpretation of this Agreement, 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. **Special Master.** The Parties shall request that the Court appoint Kathryn Miller of Littleton Alternative Dispute Resolution, Inc. as the Special Master who shall have the power to make decisions in all matters pertaining to administration and enforcement of this Agreement.
1. The Special Master's resolution of any disputes under this Agreement that do not require Court approval shall be final, binding, and non-appealable.
 2. If the Special Master seeks to resolve disputes that require Court approval, the Special Master shall issue a recommendation for Court approval, which the Parties shall not oppose.
 3. The fees and expenses of the Special Master relating to the Agreement shall be paid by the City, except that the Named Plaintiff shall pay these fees and expenses if she submits a matter to the Special Master and the Special Master determines that the Named Plaintiff's position was frivolous, unreasonable, or without foundation.
 4. Except when exceptional circumstances exist requiring a prompt resolution of a dispute by the Special Master, the Parties will submit any disputes to the Special Master once a year on or before November 1st of each year starting November 1, 2016 until the Agreement terminates.

IX. RELEASES.

A. **Release of Claims for Injunctive Relief.**

Effective on the date of Final Approval of this Agreement, Named Plaintiff, individually and on behalf of all members of the Settlement Class, and CREEC and CCDC (on behalf of themselves but not their members), 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 Sections VI and VIII(B)(3) above), whether known or unknown, suspected or unsuspected, pursuant to the ADA or Rehabilitation Act, asserted or unasserted, in the Lawsuit. As explained in the first paragraph of the Recitals above, this Settlement Agreement, and the releases contained herein, only cover curb ramps on street segments with sidewalks, and do not apply to (1) components of the City's sidewalk system other than curb ramps, (2) street segments that do not contain sidewalks but do contain bus stops, and (3) curb ramps adjacent to roads that comprise the State Highway System as defined in Colo. Rev. Stat. § 43-2-101 and -102. Neither Named Plaintiff nor the Settlement Class release any claims relating to (1) components of the City's sidewalk system other than curb ramps, (2) street segments that do not contain sidewalks but do contain bus stops, and (3) curb ramps adjacent to roads that comprise the State Highway System as defined in Colo. Rev. Stat. § 43-2-101 and -102. Furthermore, the Settlement Class does not release any claims for damages.

B. Release of Claims for Damages.

Within ten (10) days after Final Approval of this Agreement, the City shall pay and deliver to Class Counsel \$5,000 payable to Margaret Denny, which shall be consideration for settlement of her claim for damages effective on the date of Final Approval.

In consideration for this payment and other consideration set forth herein, the sufficiency of which is expressly acknowledged, effective on the date of Final Approval of this Agreement, CREEC and CCDC (on behalf of themselves but not their members) and Margaret Denny (on behalf of herself only and not the Settlement Class) and each of their executors, successors, heirs, assigns, agents, and representatives, and representatives 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 damages, and any attendant costs and attorneys' fees (except those provided in Sections VI and VIII(B)(3) above), whether known or unknown, suspected or unsuspected, pursuant to the ADA or Rehabilitation Act, asserted or unasserted, in the Lawsuit. As explained in the first paragraph of the Recitals above, this Settlement Agreement, and the releases contained herein, only cover curb ramps on street segments with sidewalks, and do not apply to (1) components of the City's sidewalk system other than curb ramps, (2) street segments that do not contain sidewalks but do contain bus stops, and (3) curb ramps adjacent to roads that comprise the State Highway System as defined in Colo. Rev. Stat. § 43-2-101 and -102. Named Plaintiff does not release any claims relating to (1) components of the City's sidewalk system other than curb ramps, (2) street segments that do not contain sidewalks but do contain bus stops, and (3) curb ramps adjacent to roads that comprise the State Highway System as defined in Colo. Rev. Stat. § 43-2-101 and -102.

X. BEST INTERESTS OF THE CLASS

The Named Plaintiff and Class Counsel represent and affirm that they are seeking to protect the interests of the entire Settlement Class and believe that this Agreement is in the best interests of the Settlement Class.

XI. COMMUNICATIONS.

Any notice or communication required or permitted to be given to Named Plaintiff or City under this Agreement shall be given in writing by email and U.S. Mail, addressed as follows:

To 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: Robert Wheeler, Assistant City Attorney. 201 W. Colfax Ave., Dept. 1207 Denver, CO 80202
To Plaintiff:	Timothy P. Fox, Esq. Civil Rights Education and Enforcement Center 104 Broadway, Suite 400 Denver, CO 80203 Kevin W. Williams, Esq. Legal Program Director Colorado Cross Disability Coalition Empire Park 1385 S. Colorado Blvd., Suite 610-A Denver, CO 80222

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.

XII. MODIFICATION OR WAIVER OF AGREEMENT.

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

XIII. SEVERABILITY.

If any provision or any part of this Agreement 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 Agreement shall remain effective and enforceable.

XIV. EXECUTION IN COUNTERPARTS.

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

XV. DUTY TO SUPPORT AND DEFEND DECREE.

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

XVI. CONTROLLING LAW

This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado.

XVII. SETTLEMENT PURPOSES ONLY

This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement 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 Plaintiff 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 Named Plaintiff's ability to certify the putative Settlement Class on its merits under Colo. R. Civ. P. 23. This Agreement, 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.

XVIII. 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.

XIX. JURISDICTION OF THE COURT

The Parties agree that the Court shall retain exclusive and continuing jurisdiction for the following limited purposes: (1) resolving disputes that require Court approval as set forth in paragraph VIII.B; and (2) appointing a Special Master, and appointing a replacement for that Special Master in the event that the Special Master initially appointed by the Court retires, dies or becomes incapacitated.

XX. APPROPRIATION

The Parties agree that any expenditure of the City shall extend only to funds appropriated and encumbered by the Denver City Council and paid into the Treasury of the City and County of Denver. The City, through the Department of Public Works, agrees to include in budget requests funds sufficient to fulfill its commitments herein.

XXI. ENTIRE AGREEMENT.

This Agreement contains all the agreements, conditions, promises and covenants among Named Plaintiff, 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 Agreement.

[Signature Page to Follow]

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

Margaret Denny

By: Margaret Alia Denny

Date: 1/15/2016

The City and County of Denver

By: _____

Its: _____

Date: _____

D. SCOTT MARTINEZ
City Attorney

By: _____
Robert Wheeler, Assistant City Attorney
Counsel for Defendant City and County of Denver

APPROVED AS TO FORM:

By: Timothy P. Fox
Timothy P. Fox
Civil Rights Education and Enforcement Center
Counsel for Named Plaintiff Margaret Denny and Settlement Class

By: _____
Kevin W. Williams
Colorado Cross Disability Coalition Legal Program
Counsel for Named Plaintiff Margaret Denny and Settlement Class

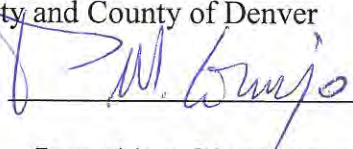
IN WITNESS WHEREOF, the Parties have executed this Agreement of the date first written above.

Margaret Denny

By: _____

Date: _____

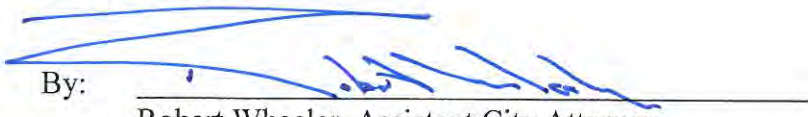
The City and County of Denver

By:  Jose M. Cornejo, P.E.

Its: Executive Director of Public Works

Date: January 20, 2016

D. SCOTT MARTINEZ
City Attorney

By: 
Robert Wheeler, Assistant City Attorney
Counsel for Defendant City and County of Denver

APPROVED AS TO FORM:

By: _____
Timothy P. Fox
Civil Rights Education and Enforcement Center
Counsel for Named Plaintiff Margaret Denny and Settlement Class

By: _____
Kevin W. Williams
Colorado Cross Disability Coalition Legal Program
Counsel for Named Plaintiff Margaret Denny and Settlement Class

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Margaret Denny

By: _____

Date: _____

The City and County of Denver

By: _____

Its: _____

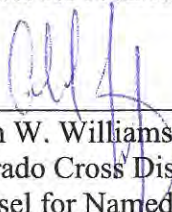
Date: _____

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