

Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made this _____ day of _____, 2008, by:

1. The Colorado Cross-Disability Coalition, Laura Hershey, Carrie Ann Lucas, Heather Rebekah Renee Lucas, Adrienne Emily Monique Lucas, Asiza Carolyn Kolene Lucas, and Daniel Wilson (“Named Plaintiffs”); and
2. The City and County of Denver, Colorado (“Defendant”).

Named Plaintiffs and Defendant are parties in a civil action filed in the U.S. District Court for Colorado under Civil Action No. 06-CV-00865-MSK-BNB (the “Lawsuit”).

The parties desire to settle the claims asserted in the Lawsuit and to enter into various agreements related to the Lawsuit and the claims giving rise thereto, in accordance with the provisions and upon the terms and conditions hereafter set forth.

Defendant has denied and continues to deny any and all liability or wrongdoing to Named Plaintiffs and to the Settlement Class. By entering into this Agreement, Defendant 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. Defendant 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.

I. CONDITIONS PRECEDENT: This Agreement shall be conditioned upon and shall be effective only upon, the occurrence of all of the following events:

- A. Class Counsel and Defendant move jointly by stipulation for an Order granting preliminary approval of this Agreement and issuance of notice in accordance with Paragraph VII of this Agreement and such motion is granted by the Court.
- B. Notice to the Settlement Class in accordance with Paragraph VII of this Agreement.
- C. A Fairness Hearing held in accordance with Paragraph VII of this Agreement.
- D. Final approval of this Agreement by the Court following a fairness hearing.

II. DEFINITIONS

- A. “Accessible Seating Locations” means areas that comply with Section 4.33.2 of the Department of Justice Standards for Accessible Design, 28 C.F.R. pt. 36, App. A.

- B. “Class Counsel” means Fox & Robertson, P.C. and the Legal Program of the Colorado Cross Disability Coalition.
- C. “Opera House” means the Ellie Caulkins Opera House.
- D. “Settlement Class” means all persons with disabilities as defined by the Americans with Disabilities Act including persons who are currently or have been in the past four years residents of the State of Colorado who use wheelchairs or scooters for mobility who, within four years prior to the filing of the complaint in this Lawsuit, were denied or are being denied, full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of the Ellie Caulkins Opera House.

III. REPAIRS AND ACCOMMODATIONS

Defendant has already or will make the following modifications to the Opera House.

- A. Lifts
 - 1. The City will install platform lifts on both the House Left and House Right side of the Opera House in accordance with Exhibit 1 hereto.
 - 2. The City will limit the House Left platform lift to travel between the lobby and the Orchestra.
- B. Lift Lobbies: With respect to the doors to the lift lobbies on both the House Left and House Right sides, at both the main and Orchestra seating levels, the City will either
 - 1. install automatic door openers; or
 - 2. if it is approved by the Fire Marshal without request for variance, install a magnet system that would hold the vestibule entry doors open at all times unless the fire alarm is set off.
- C. Accessible Seating Locations:
 - 1. In addition to the accessible seats shown on page 1 of Exhibit 2, the City will install two additional Accessible Seating Locations with adjacent companion seats in the Orchestra.
 - 2. Seating in the rest of the Opera House will be as set forth in the seating charts in Exhibit 2 hereto.

- D. Signage: The City will install signage informing patrons of the locations of seats with folding arm rests and signage at the ticket office indicating the availability of those seats.
- E. Restrooms:
1. Lobby Level Family Restroom: The City will relocate or restructure the toilet room walls of the family restroom on the main level to ensure 60 inch turning radius.
 2. In each of the following restrooms, the City will reverse the swing of the door on the accessible stall to ensure 18 inches of maneuvering clearance to the latch side of the door.
 - a. Men's house right mezzanine;
 - b. Women's house right mezzanine;
 - c. Men's house right loge;
 - d. Women's house right loge;
 - e. Men's house right balcony;
 - f. Women's house right balcony;
 3. In each of the following restrooms, the City will move the wing wall outside the door to ensure 18 inches of maneuvering clearance to the latch side of the door, except in the basement where an electric door opener(s) may be used instead at the option of the City.
 - a. Family restroom house left main;
 - b. Family restroom house left basement;
 - c. Men's house right basement; and
 - d. Family restroom house left mezzanine.
 4. In each of the following restrooms, the City will install a compliant toilet paper dispenser:
 - a. Men's house left basement; and

b. Men's house left loge.

F. Kevin Taylor Restaurant/Chambers-Grant Salon

1. The City will ensure that at least five percent of the seating positions at the tables in the Kevin Taylor Restaurant are accessible.
2. The City will ensure that the ramp to the raised area in the house left side of the Chambers Grant Salon is uncovered and available for use when that area is open to the public.
3. The City will install a fixed cane-detectable barrier no more than 27 inches above the floor at the main staircase to address low head room near the main elevator.

G. Policies

1. Before and after a performance and for the duration of each intermission, the City will assign an usher within sight of the upper and lower entrances to each platform lift to assist with the efficient use of the platform lifts.
2. Upon request of a patron using a wheelchair, an usher will accompany the patron in the lift or will accompany a child who is with an adult in a wheelchair.
3. If a platform lift malfunctions or is out of service for any reason, and a patron using a wheelchair sitting in the Orchestra section of the Opera House is thereby delayed in being seated and the patron so requests, ushers will permit such patrons to enter and be seated during a performance that is in progress. If a lift malfunction prevents a patron who uses a wheelchair from attending part or all of a performance, the City will use its best efforts to provide accessible tickets to the next available performance at no cost, and if no seats are available, will provide a full refund.

H. Deadline for Repairs and Accommodations: The City will take the actions described above on or before December 31, 2008.

I. Maintenance of access: Defendant will maintain the Opera House in the condition required by this Paragraph III.

IV. INSPECTION: Within thirty days of completion of the measures described above, the City will notify Class Counsel who will have an opportunity to inspect the measures

within thirty days of being notified.

V. DAMAGES: The City disputes that any damages are available to Named Plaintiffs pursuant to the ADA. However, and without admitting any liability, the City will pay Named Plaintiffs the following amounts no later than thirty (30) days from final approval of this Agreement:

- A. Laura Hershey: \$1,500.00
- B. Carrie Ann Lucas: \$3,500.00
- C. Heather Rebekah Renee Lucas: \$1,500.00
- D. Adrianne Emily Monique Lucas: \$2,000.00
- E. Asiza Carolyn Kolene Lucas \$500.00.
- F. Daniel Wilson \$1,500.00

VI. ATTORNEYS' FEES.

- A. The City agrees to pay Plaintiffs' reasonable attorneys' fees and costs attributable to Plaintiffs' pursuit of claims relating to the accessibility of the Opera House to individuals who use wheelchairs and scooters against Defendant The City and County of Denver plus a proportionate share of costs incurred by Plaintiffs pursuing other defendants that cannot be determined to pertain to any particular defendant.
- B. The parties will negotiate in good faith to agree to Plaintiffs' reasonable attorneys' fees and costs. If the parties are able to agree on a proposed amount, Plaintiffs' will not request a greater amount from the Court and Defendant will not oppose Plaintiffs' fee request to the Court in that amount.
- C. If the Parties are unable to agree on the amount of Plaintiffs' reasonable attorneys' fees and costs, Plaintiffs will submit the question to the Court simultaneously with the motion for final approval of the Agreement. The Parties agree that the amount requested by Plaintiffs will not exceed \$330,000.
- D. The City will pay any amount due pursuant to this provision within thirty (30) days of the date on which the Court determines Plaintiffs' reasonable attorneys' fees.

VII. CONTINUANCE OF PENDING DEADLINES AND MOTIONS; MOTIONS TO AMEND, PRELIMINARY APPROVAL, OBJECTIONS AND FAIRNESS HEARING.

- A. Within three (3) days of execution of this Agreement, the Parties will jointly request the Court to continue all pending deadlines and any motions unrelated to settlement.
- B. On or before October 3, 2008:
 - 1. Plaintiffs shall move, and Defendant shall not oppose motions, to amend the operative complaint to assert a class action and to certify the Settlement Class;
 - 2. the Parties shall jointly move for an order granting preliminary approval to this Agreement; and
 - 3. the Parties shall request that the Court set a hearing to address the motion to amend the complaint, the motion for class certification and the motion for preliminary approval.
- C. 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 one month after publication of the Notice, 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 Fairness Hearing. Responses by Named Plaintiffs and Defendant to any timely-filed objections shall be made within two weeks after the deadline for such written objections.
- D. Named Plaintiffs and Defendant shall request that a Fairness Hearing take place three months after publication of the Notice, or as soon thereafter as the Court may set the hearing.
- E. No fewer than ten (10) days before the Fairness Hearing, the Parties shall respond to any objections and shall jointly move the Court for final approval of the Agreement.

VIII. NOTICE TO THE CLASS OF THE PROPOSED SETTLEMENT

- A. Defendant shall place the Notice attached as Exhibit 3, at its own expense, in the Denver Post and the Rocky Mountain News. Said notice shall be published once in each newspaper and shall be at least one-eighth of a page in size. The notice shall appear within fifteen (15) days after Preliminary Approval of the

Agreement. Defendant shall notify Plaintiffs of the day on which the Notice shall appear pursuant to this Paragraph and will send to Plaintiffs a copy of the Notice as published.

- B. Within fifteen (15) days of Preliminary Approval, Defendant shall mail the Notice to the organizations listed in Exhibit 4.

IX. JUDGMENT, FINAL APPROVAL AND DISMISSAL.

- 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, and incorporating by reference, the terms of this Agreement and retaining jurisdiction to enforce such terms. The parties will request that this Final Judgment and Order be in the form of Exhibit 5 hereto.
- B. This action shall be dismissed with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure, no later than one month following Final Approval.

X. RELEASES

- A. **Claims Released by Named Plaintiffs and the Settlement Class.** Effective on the date of Final Approval of this Agreement, Named Plaintiffs, on behalf of themselves and 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 Defendant and its present, former or future directors, officers, shareholders, owners, managers, supervisors, employees, attorneys, insurers, agents, representatives, and contractors, including, but not limited to Semple Brown Design, P.C., PCL Construction Services, Inc.; 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 alleged accessibility problems at the Ellie Caulkins Opera House including but not limited to claims arising under Title II of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12131 et seq., Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, Colorado Anti-Discrimination Act, Colo. Rev. Stat. §24-34-601 *et seq.* for injunctive relief, declaratory relief, and any attendant costs and attorneys' fees (except those provided in Paragraphs III and VI above), whether known or unknown, suspected or unsuspected, asserted or unasserted in the Lawsuit.
- B. **Claims Released by Named Plaintiffs but not by the Settlement Class.** Effective on the date of Final Approval of this Agreement, Named Plaintiffs, on behalf of themselves 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 Defendant and its present, former or future directors, officers, shareholders, owners, managers, supervisors, employees, attorneys, insurers, agents, contractors including, but not limited to Semple Brown Design, P.C., PCL Construction Services, Inc.; and representatives; 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, damages, judgments, liens, indebtedness and liabilities in any way relating to or arising out of alleged accessibility problems at the Ellie Caulkins Opera House including but not limited to claims under Title II of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12131 et seq. or Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, Colorado Anti-Discrimination Act, Colo. Rev. Stat. §24-34-601 *et seq.* for damages, and any attendant costs and attorneys' fees (except those provided in Paragraphs V and VI above), whether known or unknown, suspected or unsuspected, asserted or unasserted in the Lawsuit.

XI. COMMUNICATIONS

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

To Defendant:	Office of the Mayor of Denver 1437 Bannock Street Suite 350 Denver, CO 80202
	Director of Theatres and Arenas 1245 Champa Street First Floor Denver, CO 80204
With a copy to:	City Attorney Office 201 W. Colfax Avenue Department 1207 Denver, CO 80202
To Plaintiffs:	Amy F. Robertson, Esq. Fox & Robertson, P.C. 3801 East Florida Avenue Suite 400 Denver, CO 80210

And:

Kevin W. Williams, Esq.
Legal Program Director
Colorado Cross Disability Coalition
655 Broadway
Suite 775
Denver, CO 80203

If the above addresses 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 Plaintiffs and Defendant 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. ENTIRE AGREEMENT

This Agreement contains all the agreements, conditions, promises and covenants among Plaintiffs, the Settlement Class and Defendant 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.

XVII. NO DISPARAGEMENT

The Parties agree that they will not make any false or misleading statements concerning

any other Parties involvement with the Opera House or the other Parties' parent, subsidiaries, affiliates, officers, directors, members, or employee's involvement with the Opera House.

Signature Page To Follow

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

Colorado Cross-Disability Coalition

Laura Hershey

By: _____

By: _____

Its: _____

Date: _____

Date: _____

Carrie Ann Lucas, for herself and on behalf
of Heather Rebekah Renee Lucas, Asiza
Carolyn Kolene Lucas, and Adrienne Emily
Monique Lucas

Daniel Wilson

By: _____

By: _____

Date: _____

Date: _____

The City

Theatres & Arenas

By:  _____

Jack D. Finlaw

APPROVED AS TO FORM:

By: _____

Kevin W. Williams
Colorado Cross Disability Coalition Legal Program

By: _____

Amy F. Robertson
Fox & Robertson, PC
Counsel for Named Plaintiffs and the Settlement Class

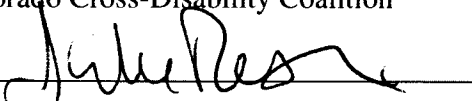
DAVID R. FINE, Attorney
For the City and County of Denver

By:  _____

Assistant City Attorney
Robert Wheeler

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

Colorado Cross-Disability Coalition

By: 

Its: Executive Director

Date: September 18, 2008

Laura Hershey

By: _____

Date: _____

Carrie Ann Lucas, for herself and on behalf
of Heather Rebekah Renee Lucas, Asiza
Carolyn Kolene Lucas, and Adrianne Emily
Monique Lucas

By: 

Date: 9/18/08

Daniel Wilson

By: _____

Date: _____

The City

Theatres & Arenas

By: _____

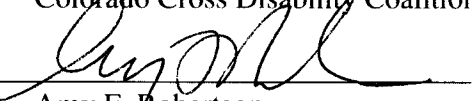
Jack D. Finlaw

APPROVED AS TO FORM:

By: 

Kevin W. Williams

Colorado Cross Disability Coalition Legal Program

By: 

Amy F. Robertson

Fox & Robertson, PC

Counsel for Named Plaintiffs and the Settlement Class

DAVID R. FINE, Attorney
For the City and County of Denver

By: _____

Assistant City Attorney

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

Colorado Cross-Disability Coalition

By: _____

Its: _____

Date: _____

Laura Hershey

By: *Laura Hershey*

Date: 9-18-08

Carrie Ann Lucas, for herself and on behalf
of Heather Rebekah Renee Lucas, Asiza
Carolyn Kolene Lucas, and Adrianne Emily
Monique Lucas

By: _____

Date: _____

Daniel Wilson

By: *Dan J. Wilson*

Date: 9/19/08

The City

Theatres & Arenas

By: _____

Jack D. Finlaw

APPROVED AS TO FORM:

By: _____

Kevin W. Williams
Colorado Cross Disability Coalition Legal Program

By: _____

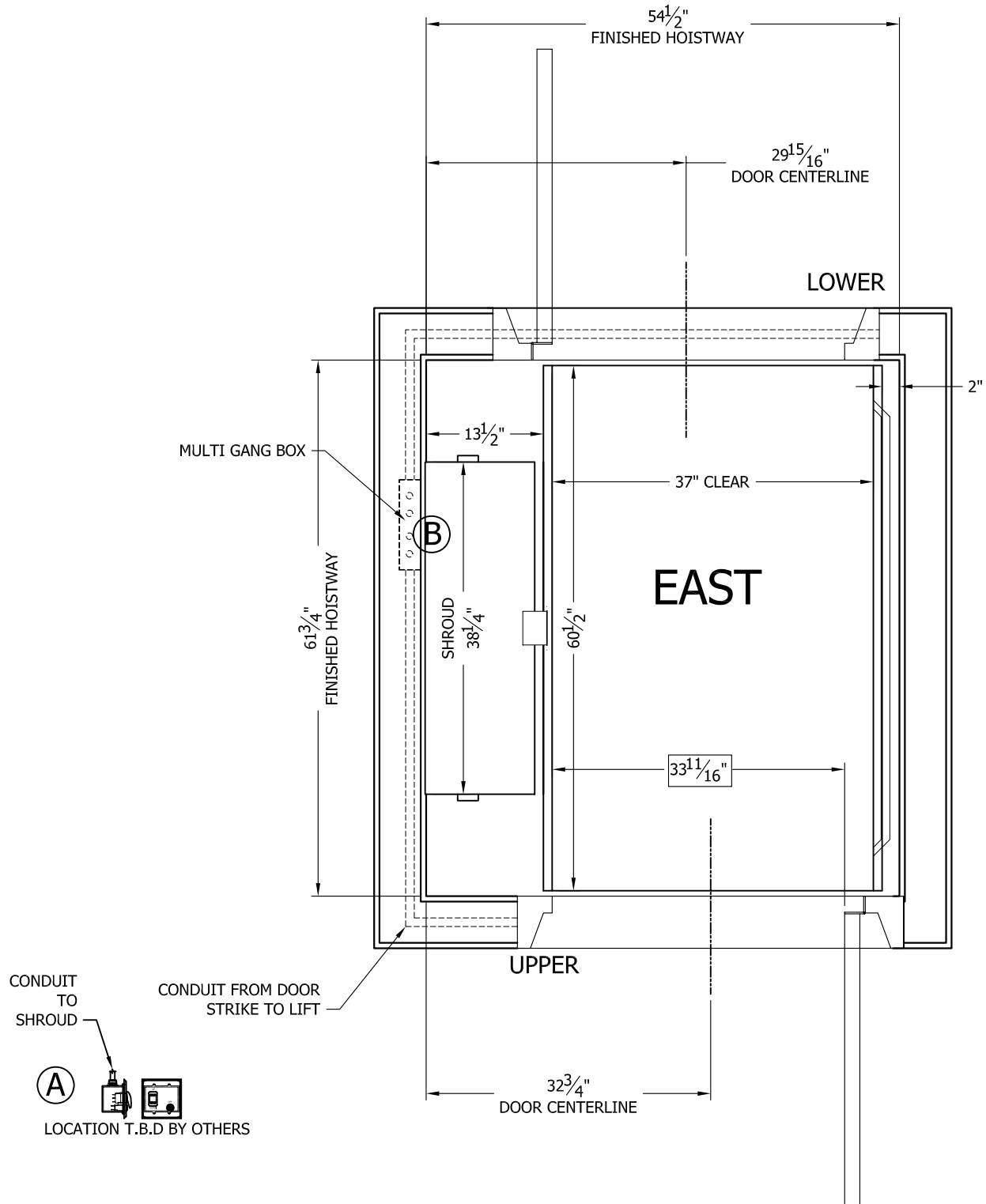
Amy F. Robertson
Fox & Robertson, PC
Counsel for Named Plaintiffs and the Settlement Class

DAVID R. FINE, Attorney
For the City and County of Denver

By: _____

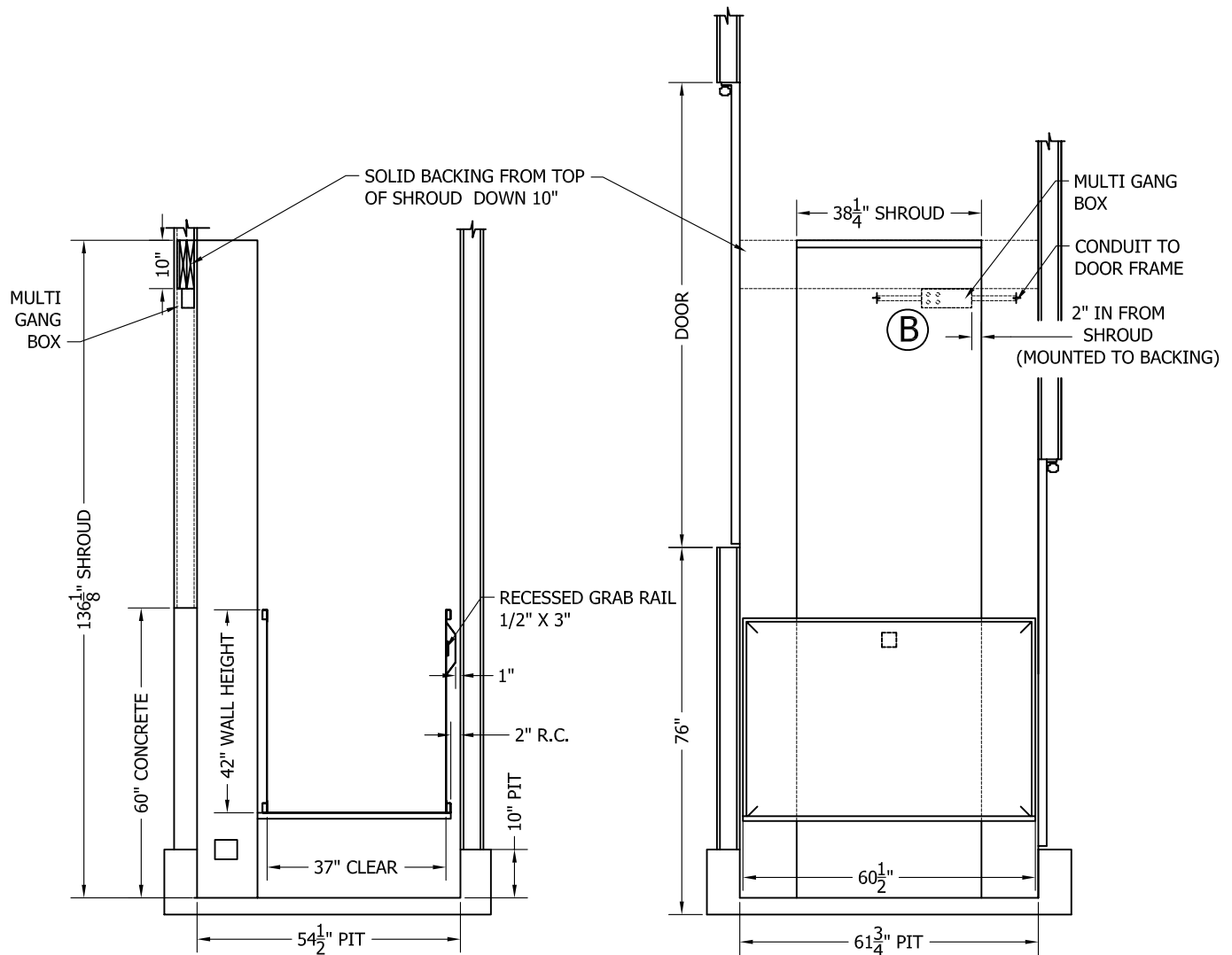
Assistant City Attorney

PLAN VIEW & HOISTWAY - EAST



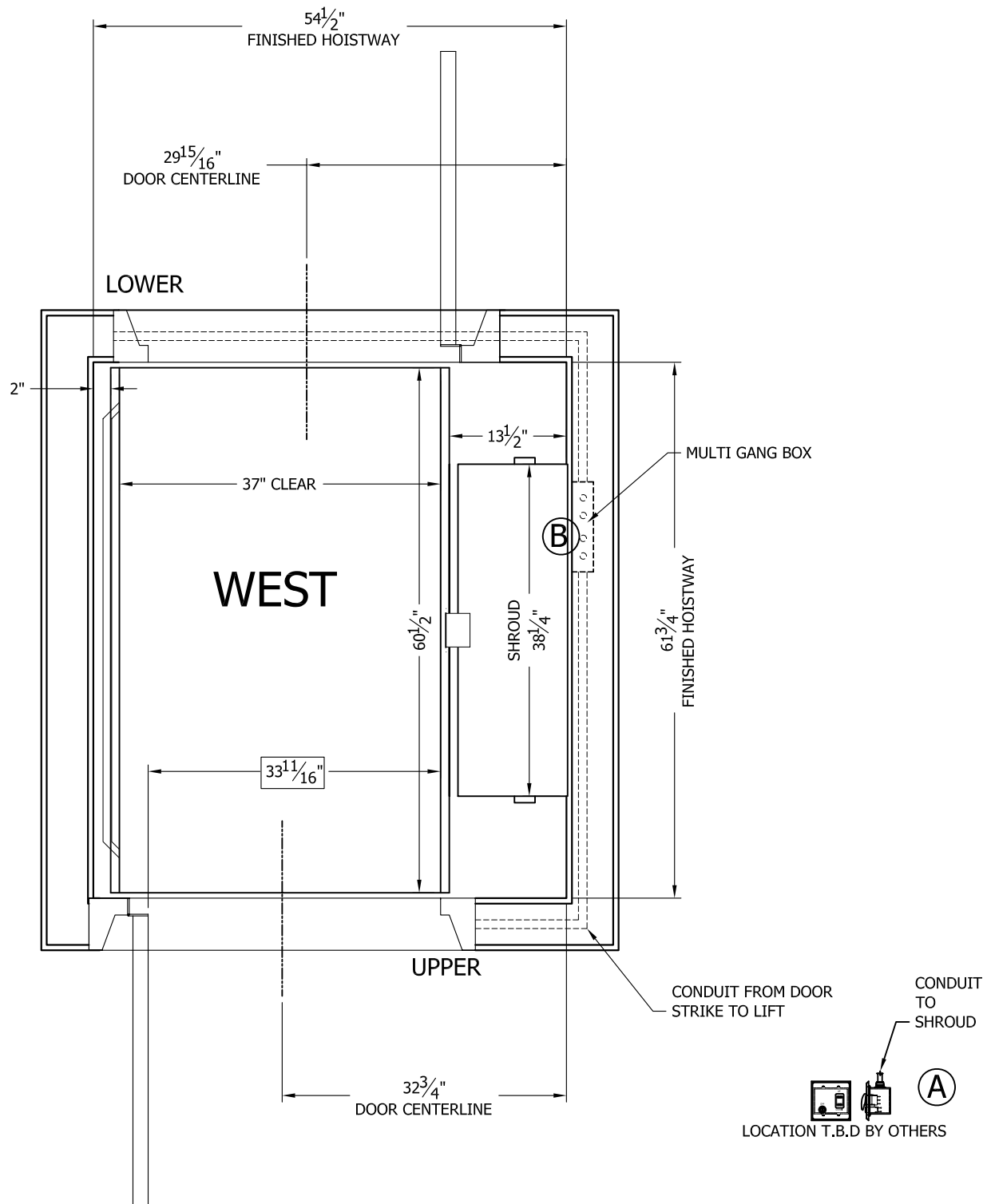
THE ELEVATOR COMPANY Advanced Lifts www.TheElevatorCompany.com 8216 E PARK MEADOWS DR. 1-800-735-0408 LONE TREE, CO 80124 303-841-9663 FAX 303-841-1482	BY: C.J.E. DATE: 9.18.08 REVISION: <div style="font-size: 48pt; text-align: center;">4</div>	SERIAL NUMBER: COMMENTS: SUBMITTALS	JOB NAME: ELLIE CALKINS OPERA HOUSE JOB STREET ADDRESS: JOB CITY, STATE & ZIP: DENVER, COLORADO ELEVATOR MODEL: B.C. FSV SHEET DESCRIPTION: LIFT LAYOUT EAST
			SHEET SET: ENGINEERING SHEET NUMBER: E-1 OF 7

ELEVATION - EAST



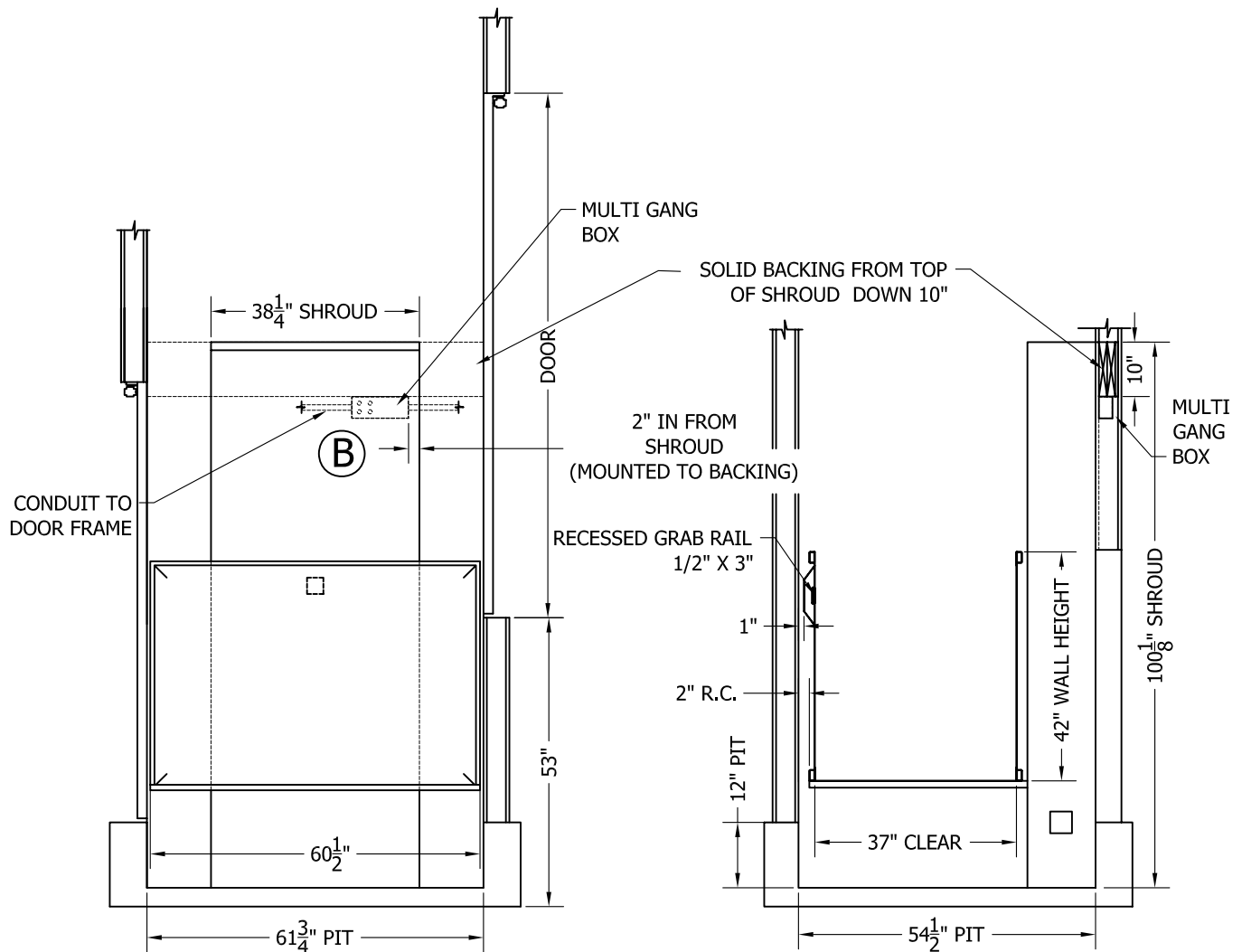
THE ELEVATOR COMPANY Advanced Lifts www.TheElevatorCompany.com 8216 E PARK MEADOWS DR. 1-800-735-0408 LONE TREE, CO 80124 303-841-9663 FAX 303-841-1482	BY: C.J.E. DATE: 9/18/08	SERIAL NUMBER:	JOB NAME: ELLIE CALKINS OPERA HOUSE
	REVISION: 4	COMMENTS: SUBMITTALS	JOB STREET ADDRESS: JOB CITY, STATE & ZIP: DENVER, COLORADO ELEVATOR MODEL: B.C. FSV SHEET DESCRIPTION: ELEVATION LIFT EAST
			SHEET SET: ENGINEERING SHEET NUMBER: E-2 OF 7

PLAN VIEW & HOISTWAY - WEST



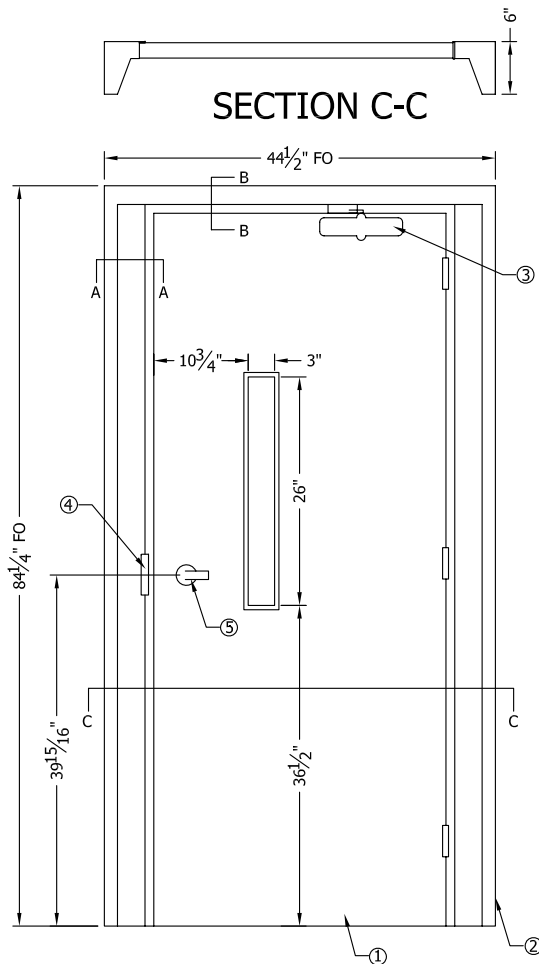
<p>THE ELEVATOR COMPANY Advanced Lifts</p> <p>www.TheElevatorCompany.com</p> <p>8216 E PARK MEADOWS DR. 1-800-735-0408 LONE TREE, CO 80124 303-841-9663 FAX 303-841-1482</p>	<p>BY: C.J.E. DATE: 9.18.08</p> <p>REVISION: 4</p>	<p>SERIAL NUMBER:</p> <p>COMMENTS: SUBMITTALS</p>	<p>JOB NAME: ELLIE CALKINS OPERA HOUSE</p> <p>JOB STREET ADDRESS:</p> <p>JOB CITY, STATE & ZIP: DENVER, COLORADO</p> <p>ELEVATOR MODEL: B.C. FSV</p> <p>SHEET DESCRIPTION: LIFT LAYOUT WEST</p> <p>SHEET SET: ENGINEERING</p> <p>SHEET NUMBER: E-3 OF 7</p>
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ELEVATION - WEST

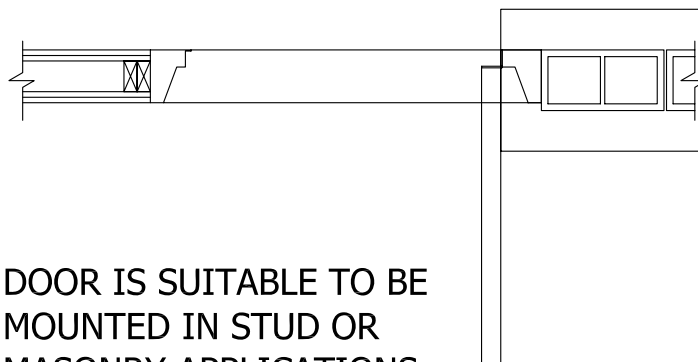


THE ELEVATOR COMPANY Advanced Lifts www.TheElevatorCompany.com 8216 E PARK MEADOWS DR. 1-800-735-0408 LONE TREE, CO 80124 303-841-9663 FAX 303-841-1482	BY: C.J.E. DATE: 9.18.08 REVISION: <div style="font-size: 48pt; text-align: center;">4</div>	SERIAL NUMBER: COMMENTS: SUBMITTALS	JOB NAME: ELLIE CALKINS OPERA HOUSE JOB STREET ADDRESS: JOB CITY, STATE & ZIP: DENVER, COLORADO ELEVATOR MODEL: B.C. FSV SHEET DESCRIPTION: ELEVATION LIFT WEST
			SHEET SET: ENGINEERING SHEET NUMBER: E-5 OF 7

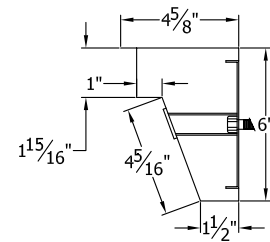
DOOR



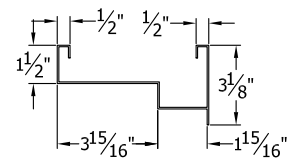
ELEVATION VIEW



DOOR IS SUITABLE TO BE MOUNTED IN STUD OR MASONRY APPLICATIONS



SECTION A-A



SECTION B-B



TUBE ANCHORS

SIDE VIEW

NOTES:

- 1) FRAME MUST BE INSTALLED FLUSH TO INSIDE OF FINISHED HOISTWAY.
- 2) DISTANCE BETWEEN PLATFORM AND SILL MUST BE BETWEEN 3/8"-3/4"
- 3) PIT DIMENSION MUST BE MAINTAINED INSIDE HOISTWAY
- 4) STUDS AND 5/8" DRYWALL FINISHED UP TO DOOR FRAME

CDP1000 DOOR PACKAGE

- 1-
- 2-
- 3- ADJUSTABLE DELAY ACTION DOOR CLOSER
- 4- ELECTRONIC STRIKE INTERLOCK
- 5- LATCH SET
LEVER HANDLE
RODE PLATE INSIDE

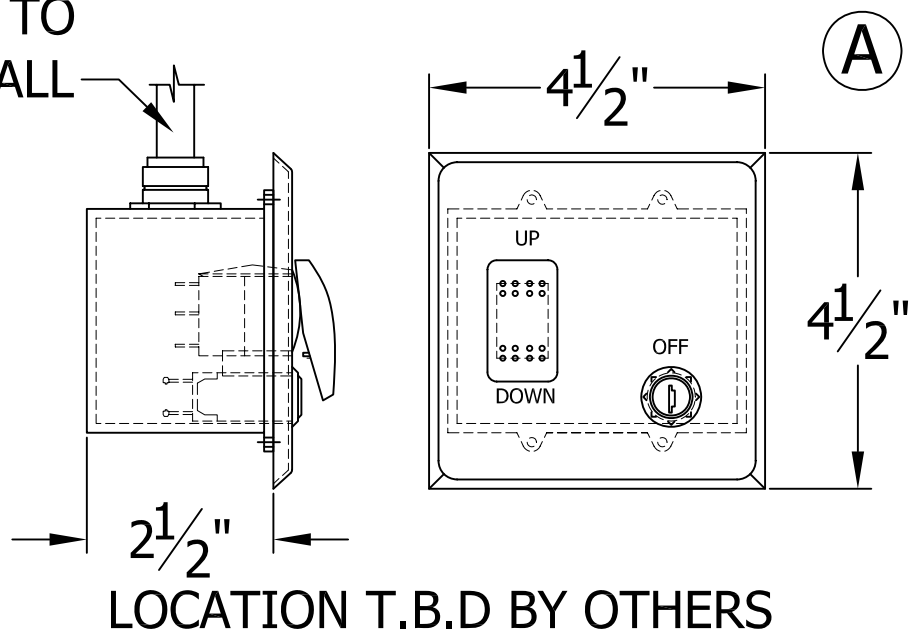
DP 100

*SWING OPTIONAL (LEFT HAND SHOWN)
ALL DIMENSIONS ARE NOMINAL

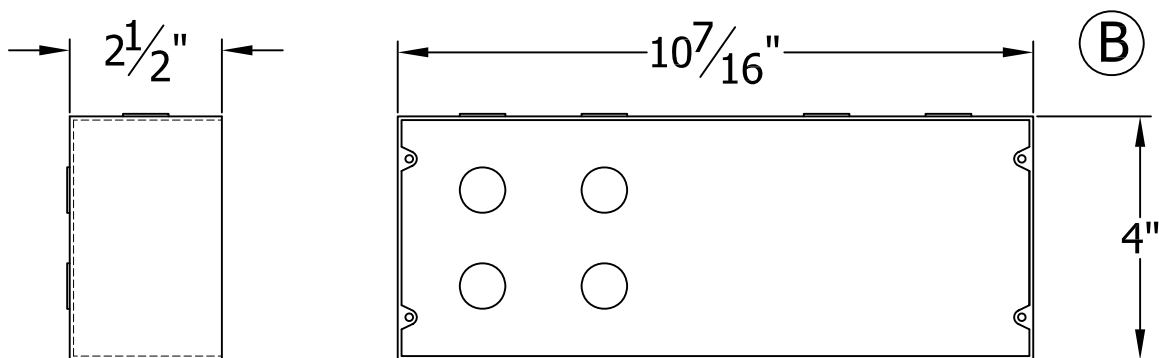
<p>THE ELEVATOR COMPANY Advanced Lifts</p> <p>www.TheElevatorCompany.com</p> <p>8216 E PARK MEADOWS DR. LONE TREE, CO 80124</p> <p>1-800-735-0408 303-841-9663 FAX 303-841-1482</p>	<p>BY: C.J.E. DATE: 9.18.08</p> <p>REVISION:</p> <p>4</p>	<p>SERIAL NUMBER:</p> <p>COMMENTS:</p> <p>SUBMITTALS</p>	<p>JOB NAME:</p> <p>ELLIE CALKINS OPERA HOUSE</p> <p>JOB STREET ADDRESS:</p> <p>JOB CITY, STATE & ZIP:</p> <p>DENVER, COLORADO</p> <p>ELEVATOR MODEL:</p> <p>B.C. FSV</p> <p>SHEET SET:</p> <p>ENGINEERING</p> <p>SHEET NUMBER:</p> <p>E-6 OF 7</p>
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REMOTE CALL SEND

CONDUIT TO
SHROUD WALL



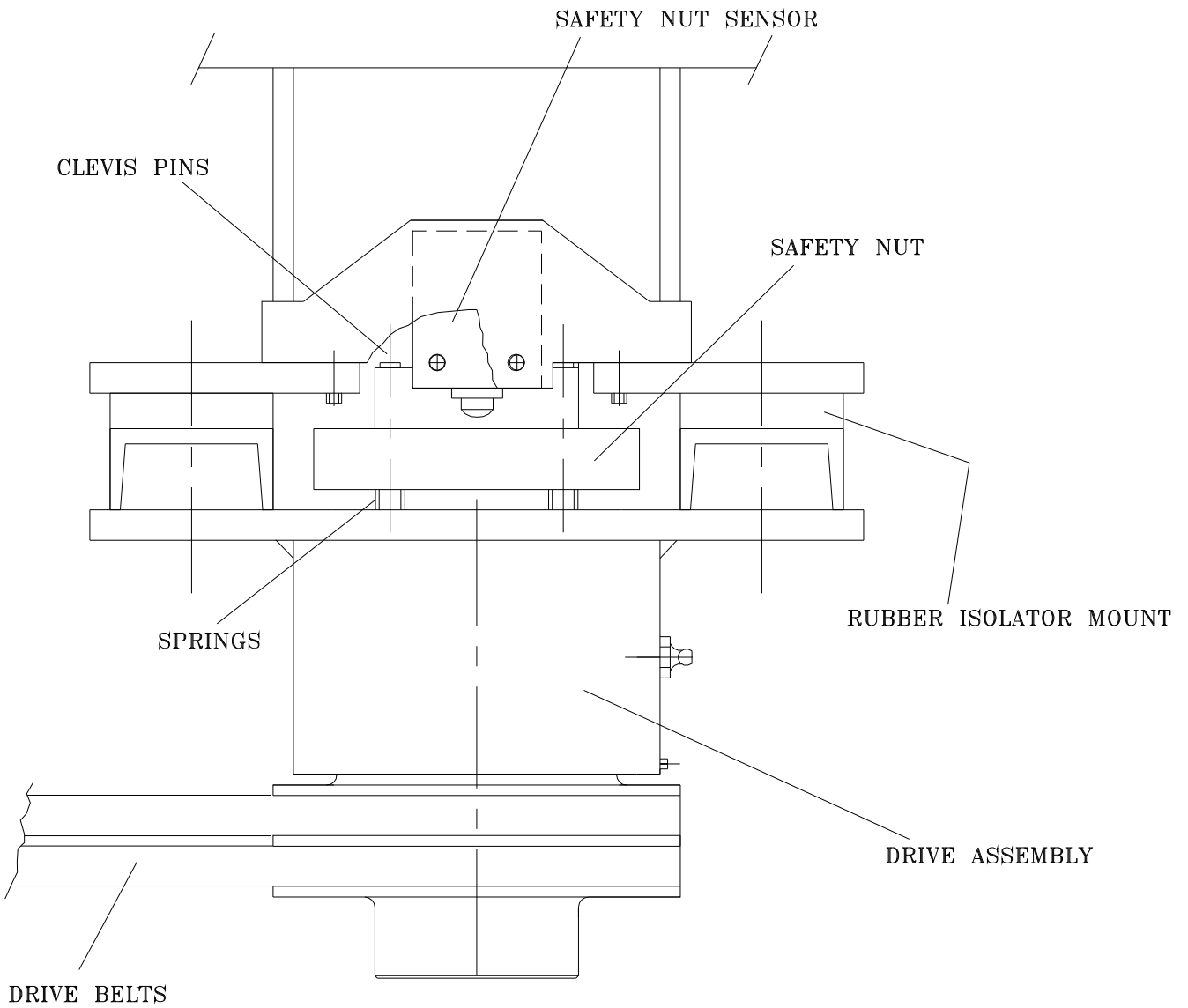
4 GANG MULTI-GANG BOX

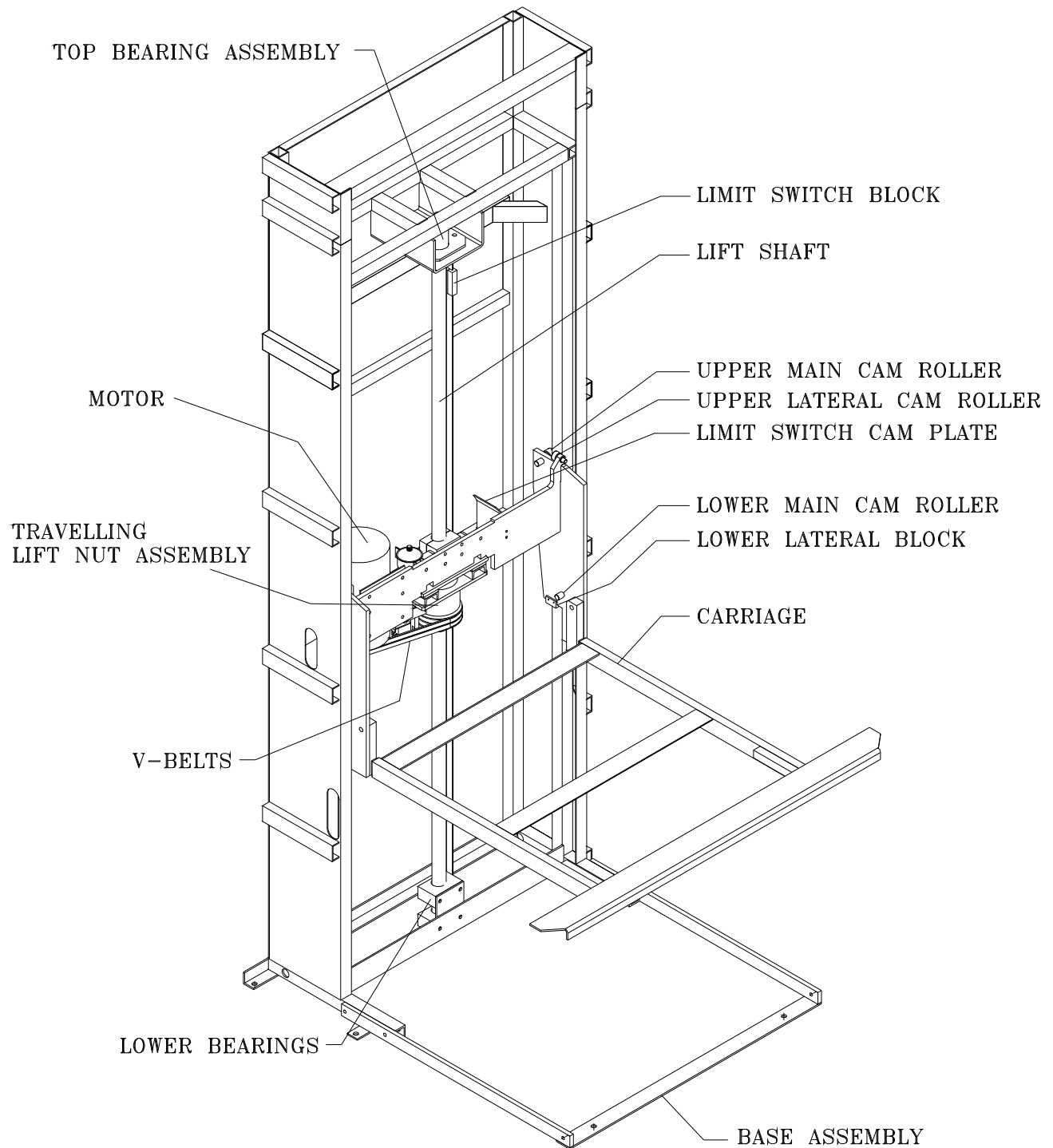


THE ELEVATOR COMPANY Advanced Lifts www.TheElevatorCompany.com 8216 E PARK MEADOWS DR. LONE TREE, CO 80124	BY: C.J.E.	DATE: 9.18.08	SHEET NUMBER:	JOB NAME: ELLIE CALKINS OPERA HOUSE	
	REVISION:	4	COMMENTS: SUBMITTALS	JOB STREET ADDRESS:	
				JOB CITY, STATE & ZIP: DENVER, COLORADO	
				ELEVATOR MODEL: B.C. FSV	SHEET SET: ENGINEERING
				SHEET DESCRIPTION: REMOTE BOX, 4 GANG BOX	SHEET NUMBER: E-7 OF 7

FSV ACME SCREW DRIVE VERTICAL PLATFORM LIFT

The FSV acme screw drive vertical platform lift is designed to comply with the applicable requirements in ASME A18.1 (formerly ASME17.1, Part XX and XXI). It utilizes a self-locking acme screw drive and a drive nut with a backup safety nut just like our conventional acme drive screw unit. The difference is that the conventional system moved the platform by spinning the screw shaft and holding the nut stationary. The FSV system holds the screw shaft stationary and spins the drive nut. This system allows us to run at faster speeds without increasing vibration levels because of the smaller rotating mass. The backup safety nut travels with the drive nut but does not support any load under normal conditions. If the main drive nut fails for any reason the backup safety nut holds the load and prevents the platform from falling. In addition, the safety nut switch will allow the lift to travel to the lower landing to allow the user to get out and then prevent future operation until the main drive nut is replaced.





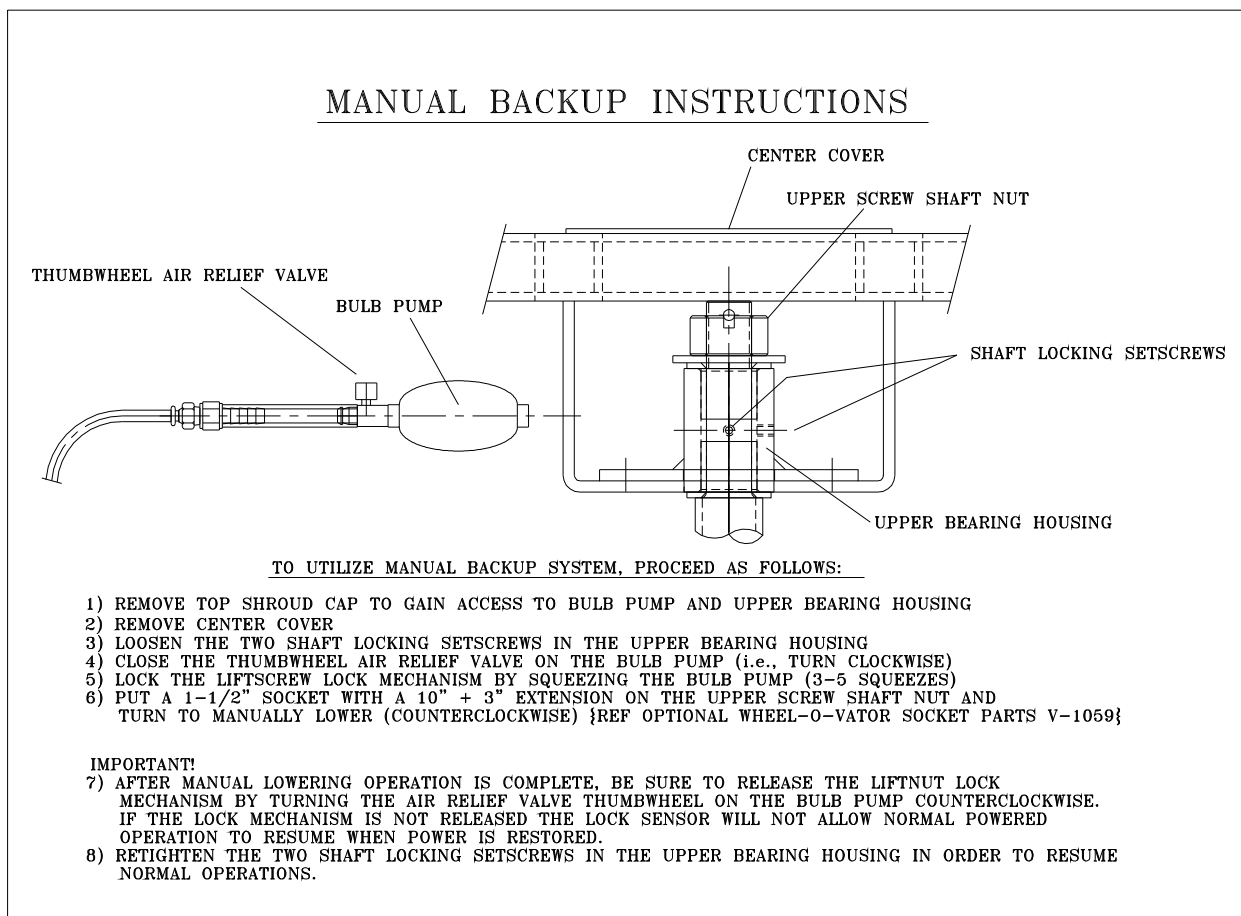
GENERAL ARRANGEMENT
(Top & outer covers not shown for clarity)

OPERATING INSTRUCTIONS

NORMAL OPERATION

- A. Call the platform lift to the landing by using the hall call station.
- B. Place the key in the key switch (if equipped) and turn the key clockwise. Note that the key can only be removed while in the "OFF" position.
- C. The paddle switch is a constant pressure switch and pressure must be maintained for the unit to operate. If the switch is released, the unit will stop automatically. To operate the unit, simply push switch in the desired direction.
- D. When the unit reaches the landing, turn off the key and remove it.
- E. Get onto the platform. Repeat steps B-D.

EMERGENCY MANUAL OPERATION



FSV ACME SCREW DRIVE VERTICAL PLATFORM LIFT SPECIFICATIONS

- Capacity:** 750 pounds
- Motor:** 3 HP, 1725-RPM, three phase, 230 VAC, 60 HZ motor.
- Power:** 230 VAC, single phase, 60 hz
- Drive:** Acme screw and Acme nut. The Acme screw stops are positive with less than ¼ inch of variance once control button is released.
- Platform:** The Wheel-O-Vator platform is a non-skid, solid metal surface.
- Ramp:** There may not be a pit provided or available. In this case a ramp must be provided. A model BC platform may be equipped with a 15" non-skid flip-up ramp. As the lift platform rises, the ramp hinges up. As the platform is lowered, the ramp lowers. All models may be equipped with a 30" non-skid stationary ramp.
- Control Switches:** Relay Logic Control System. All up/down switches are 24 volt, constant pressure. Each unit is equipped with a constant pressure switch on the platform.
- Safety Devices:** The unit is equipped with a safety nut. The nut is located directly above the Acme lift nut. If the nut should fail, the safety nut switch will not allow the unit to operate. **DO NOT** bypass safety switch or attempt to operate unit. Call your authorized dealer for service. All models may be equipped with a safety pan, which will shut the unit off if an obstruction is encountered under the platform.
- Manual Operation:** See manual operation section.
- Hand Rails:** 42" high solid metal panels. (36" on RE models.)
- Warranty:** Four year limited warranty. Warranty does not include any labor cost. See warranty section.

Jennifer Macy
Director of Administration
1245 Champa Street, First floor
Denver, CO 80204

June 10, 2008
Revised 6/23/08

Re: Ellie Caulkins Opera House

Dear Jennifer,

The following is the exact specifications offered of the proposed vertical platform lifts to be installed @ the Ellie Caulkins Opera House.

2 National Wheel O Vator in partnership with The Elevator Company Vertical Platform Lifts 1- BC 42 with FSV option and 1 BC 72 with FSV option. Both lifts share the following specifications exactly.

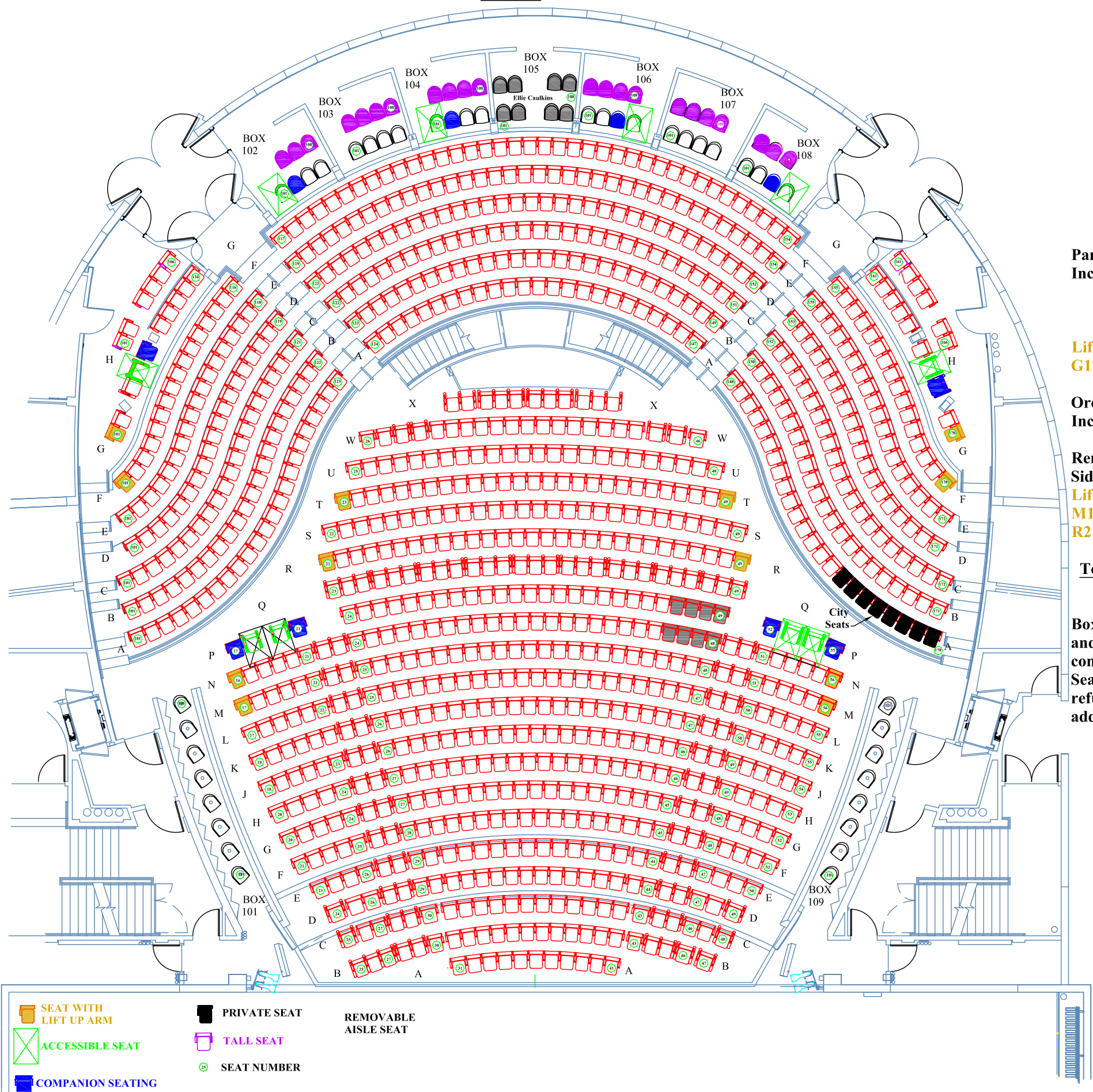
- 750 LB capacity
- 2 Stop, through car with 42" or (68" respectively) of rise
- FSV drive system @ 30 fpm travel speed
- Automatic operation controls with emergency stop
- Custom platform w/42" cab height
- Wall mounted Controls with both call and send feature (top and bottom) – w/brail
- Fully automatic operation
- Building Generator to offer back up system.
- ADA recessed phone & keyed operation kit
- Recessed Handrail on wall opposite drive structure A117.1 compliant.
- Site specific, engineered shop drawings
- 3 year warranty
- Platforms shall be a clear size of 37"x 60 ½"
- Clear end door opening to be 34 ¼" on both sides of both lifts. End door measurement to on an even plane through lift. + or – fire stop assembly.(not to be less than 33 5/8" in any case.)
- Flush mounted doors to be mounted in smooth flush shaft top to bottom.
- The lifts shall have no doors or gates at either end.
- Lifts shall provide a more dependable operation than present solution due to the simplicity of the drive with the added technology of a VVVF Drive (FSV)

Attached I have provided the Section of the platform as requested.
In addition I have attached the drawings with the appropriate title block.

Best regards and good luck,

Matthew Hyde
CEO
The Elevator Company

Ellie Caulkins
Opera House
Orchestra &
Parterre



Parterre Max Seating 528
Includes: Wheelchairs 6
Companions 6
Boxes 54
Tall Seats 26

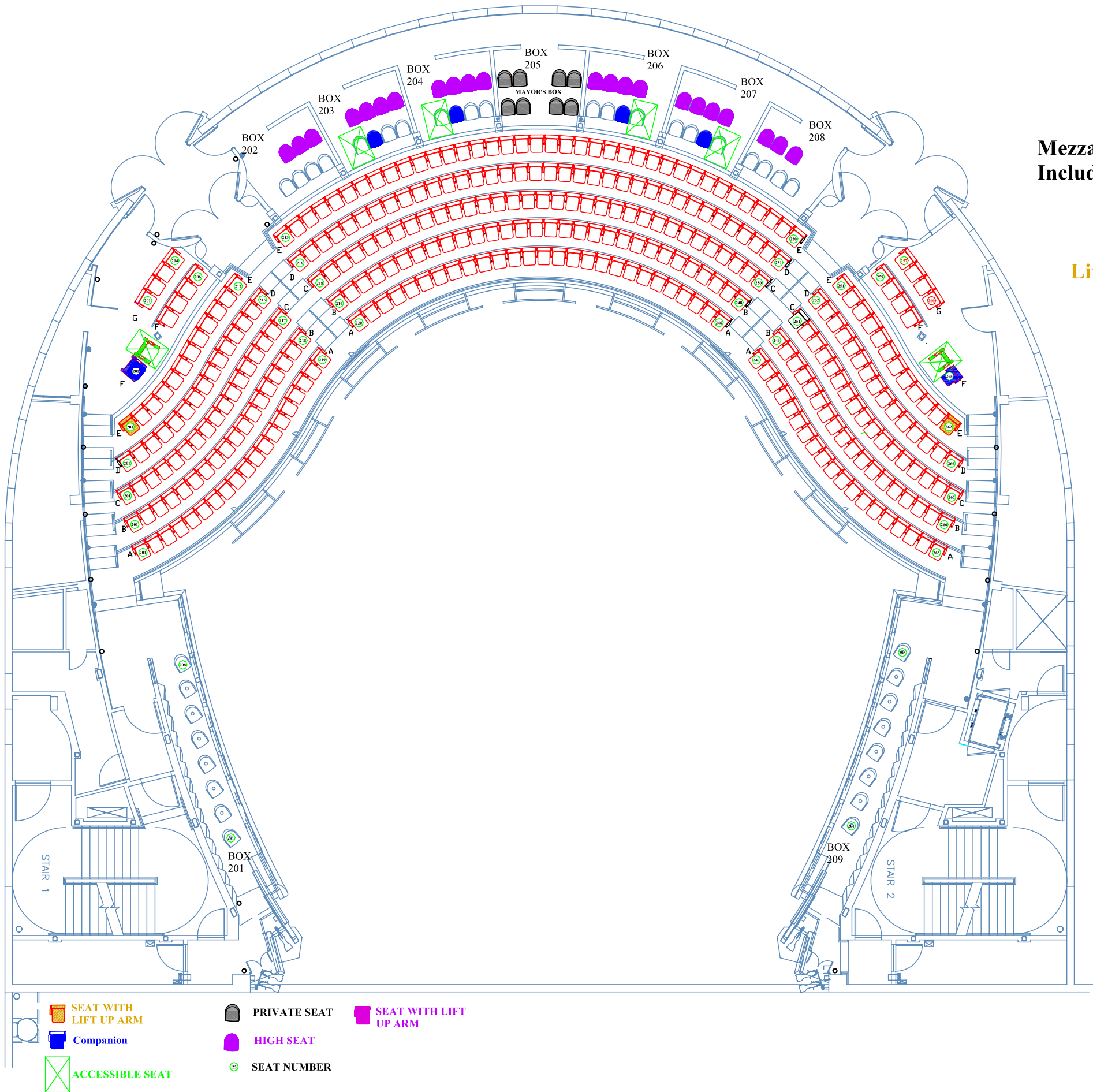
Lift up arms on Seats
G170,G101,F170&F101 4

Orchestra Max Seating 607
Includes: Wheelchairs 4
Companions 4
Removable Aisle Seats 48
Side Boxes 16

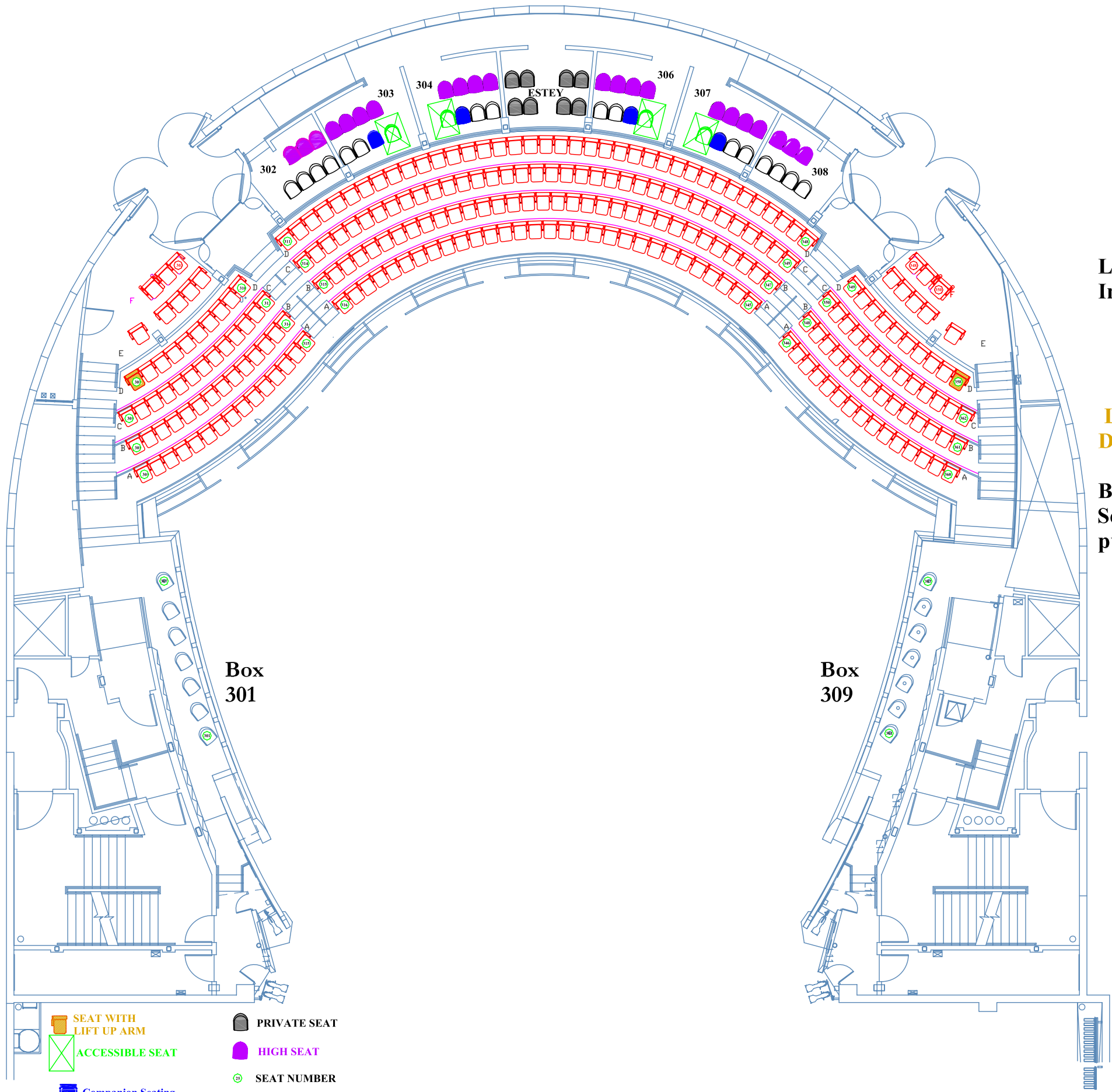
Lift up arms on Seats
M17,M56,N16,N56,
R21,R49,T23&T49 8

Total for Parterre & Orchestra
1,135

Box 105 and seats 46-49 in Row P
and seats 45-48 in Row N are
committed for all opening nights.
Seat/Box holders have first right of
refusal to purchase tickets to
additional shows.

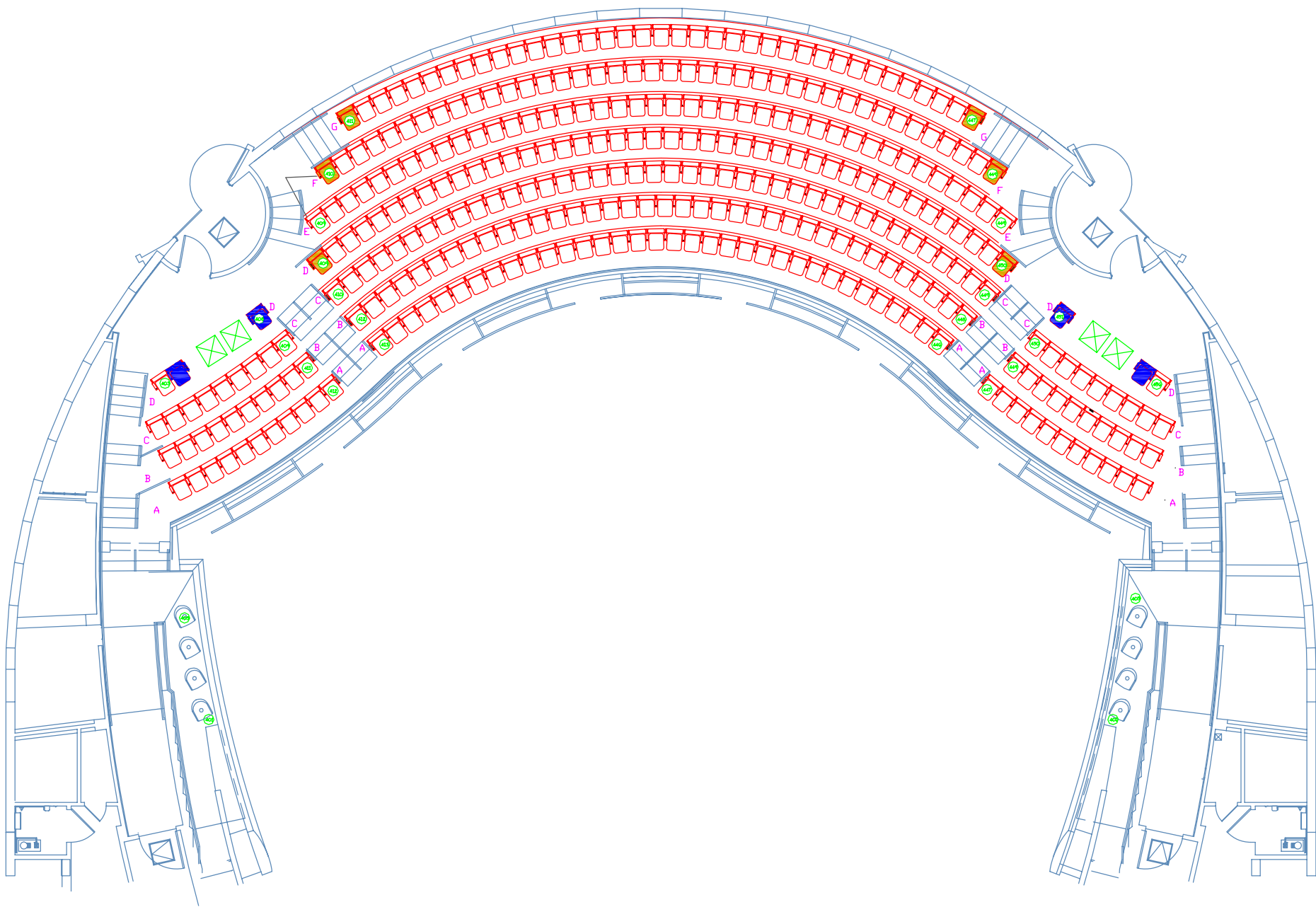


Mezzanine Max Seating	416
Includes: Wheelchairs	6
Companions	6
Boxes	54
High Seats	26
Lift up arms on Seats E201&E262	2



Loge Max Seating 325
Includes: **Wheel Chairs** 4
Companions 4
Boxes 54
Side Boxes 14
High Seats 26
Lift up arms on Seats 2
D301& D358

Box 305 is committed for all opening nights.
Seat/Box holders have first right of refusal to purchase tickets to additional shows.



Balcony Max Seating 349
Includes: Wheelchairs 4
Companions 4
Side Boxes 8
Lift up Arms are on Seats
G411,G447,F410,F449
D409&D450. 6

Total Max Seating in the ECOH
Including Seats in both center
aisles,both orchestra lifts and
Boxes. This does not include
production holds.
2,225

SEAT WITH
LIFT UP ARM
ACCESSIBLE SEAT
Companion Seating
PRIVATE SEAT
SEAT NUMBER

Colorado Cross-Disability Coalition, Laura Hershey, Carrie Ann Lucas, Heather Rebekah Renee Lucas, Adrienne Emily Monique Lucas, Asiza Carolyn Kolene Lucas, and Daniel Wilson

v.

**The City and County of Denver
Civil Action No. 06-CV-00865-MSK-BNB
U.S. District Court, District of Colorado**

**IMPORTANT NOTICE TO ALL PEOPLE WITH DISABILITIES WHO USE
WHEELCHAIRS OR SCOOTERS WHO HAVE ATTENDED THE ELLIE CAULKINS
OPERA HOUSE AT THE DENVER CENTER FOR THE PERFORMING ARTS**

Notice of Class Action: A class action lawsuit is currently pending involving access issues for people with disabilities who use wheelchairs or scooters at the Ellie Caulkins Opera House (“Opera House”), part of the Denver Center for the Performing Arts. The following class was certified by the Court on _____, 2008:

All persons with disabilities as defined by the Americans with Disabilities Act including persons who are currently or have been in the past four years residents of the State of Colorado who use wheelchairs or scooters for mobility who, within four years prior to the filing of the complaint in this Lawsuit, were denied or are being denied, full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of the Ellie Caulkins Opera House.

The Fourth Amended and Supplemental Class Action Complaint was filed on _____, 2008. The parties to the lawsuit have negotiated a proposed settlement that resolves claims relating to the accessibility concerns for individuals who use wheelchairs or scooters at the Opera House. In those negotiations, the plaintiff Class representatives were represented by Amy F. Robertson of Fox & Robertson, P.C. and Kevin W. Williams of the Colorado Cross-Disability Coalition. The Defendant in the case is the City and County of Denver (the “City”). Defendant is represented by Robert G. Wheeler, Assistant City Attorney. The plaintiff Class was represented by three individuals with disabilities who use wheelchairs or scooters.

Events Covered by the Settlement. The proposed settlement covers the Opera House, a venue that is part of the Denver Center for the Performing Arts.

If you are a person with a disability who uses a wheelchair or scooter and who, within four years prior to May 8, 2006, has experienced any problems with access at the Opera House as a result of your disability, you are a member of the proposed Settlement Class. A disability for purposes of this Settlement is a disability, as that term is defined in 42 U.S.C. § 12102, that necessitates the use of a wheelchair or scooter for mobility.

Please read this Notice carefully. It affects your legal rights.

**EXHIBIT 3 TO CLASS ACTION SETTLEMENT AGREEMENT
Civil Action No. 06-CV-00865-MSK-BNB**

Proposed Class Action Settlement Agreement. The Class Action Settlement Agreement (“Settlement Agreement”) provides that the City will make certain repairs and accommodations in the Opera House, including installing lifts on both sides to provide access to the Orchestra level, installing two additional accessible and companion seats in the Orchestra level, installing automatic door openers and/or a magnet system to hold the doors open in the lift lobbies, make certain changes in its restrooms, provide accessible tables in the Kevin Taylor Restaurant, ensure that the ramp in the Chambers-Grant Salon is uncovered when that area is open to the public, and install a cane-detectable barrier at the main staircase to address low headroom issues.

Your Rights as a Class Member. The Court has granted Preliminary Approval of the Class Action Settlement Agreement. A hearing will be held on _____, 2008 at _____ .m. in the Courtroom of U.S. District Judge Marcia S. Krieger in Denver, Colorado, to evaluate the fairness of the Settlement Agreement, and to decide whether to grant Final Approval. If the Settlement Agreement is given Final Approval, all Class members will be bound by the provisions of the Settlement Agreement with respect to various claims including claims for injunctive relief and attorneys’ fees and costs under the Americans with Disabilities Act, the Rehabilitation Act and the Colorado Anti-Discrimination Act. Any and all claims that the Opera House is in violation of these statutes with respect to access for individuals who use wheelchairs or scooters will be barred.

If you wish to object to the settlement or to speak at the hearing, you must send the Court a written objection to the settlement and/or notice of your intent to appear at the hearing on or before _____ at the following address: Honorable Marcia S. Krieger, Alfred A. Arraj US Courthouse, 901 19th Street, Denver, CO 80294 (1) Amy F. Robertson, Fox & Robertson, P.C., 3801 E. Florida Ave., Suite 400, Denver, CO 80210; and (2) Robert G. Wheeler, Assistant City Attorney, 201 W. Colfax Ave., Dept 1207, Denver, CO 80202.

How To Get Further Information. If you have any questions or want a copy of the entire Settlement Agreement, contact: Amy F. Robertson, Fox & Robertson, P.C., 3801 E. Florida Ave., Suite 400, Denver, CO 80210, email arob@foxrob.com. The Settlement Agreement is also available on Fox & Robertson’s website at www.foxrob.com/----.

LIST OF COLORADO ORGANIZATIONS

Paralyzed Veterans of America
Colorado Chapter
Mountain States PVA
12200 East Iliff Avenue
Suite 107
Aurora, CO 80014

Cerebral Palsy Colorado
801 Yosemite St.
Denver, CO 80230

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

Colorado Springs Independence Center
Vicki Mitschler-Skoog
21 East Las Animas
Colorado Springs, CO 80903

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

Disability Center for Independent Living
4821 E. 38th Avenue
Denver, CO 80207

Southwest Center for Independence
835 E. 2nd Avenue, Suite 400
Durango, CO 81301

Disabled Resource Services
424 Pine St., Suite 101
Ft. Collins, CO 80524

Center for Independence
Attn: Linda Taylor
740 Gunnison Avenue
Grand Junction, CO 81501

CONNECTIONS for Independent Living
Beth Danielson
1024 Ninth Avenue, Suite E
Greeley, CO 80631

Greeley Center for Independence
Hope Cassidy
2780 28th Avenue
Greeley, CO 80631

Disabled Resource Services (Satellite)
640 East Eisenhower Blvd.
Loveland, CO 80537

Sangre De Cristo Independent Living Center
131 South Union
Pueblo, CO 81004

Judy Neal, SILC Liaison
Division of Vocational Rehabilitation
Colorado Department of Human Services
1575 Sherman Street
Denver, CO 80203

Debbie Petersen, SILC Chair
5600 West Third Street #9DD
Greeley, CO 80634

The Legal Center for People with Disabilities and Older People
455 Sherman Street
Suite 130
Denver, Colorado 80203

Colorado Governor's Advisory Council for People with Disabilities
P.O. Box 15
Golden, CO 80402

Muscular Dystrophy Association
720 S. Colorado Boulevard, #450
Denver, Colorado 80246

Multiple Sclerosis Society
Colorado Chapter
900 S. Broadway, 2nd Floor
Denver, CO 80217

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 06-cv-00865-MSK-BNB

COLORADO CROSS-DISABILITY COALITION, a Colorado non-profit Corporation,
LAURA HERSHEY,
CARRIE ANN LUCAS,
HEATHER REBEKAH RENEE LUCAS, by and through her parent and next friend, CARRIE
ANN LUCAS
ADRIANNE EMILY MONIQUE LUCAS, by and through her parent and next friend, CARRIE
ANN LUCAS,
ASIZA CAROLYN KOLENE LUCAS, by and through her parent and next friend, CARRIE
ANN LUCAS, and
DANIEL WILSON,

Plaintiffs,

v.

THE CITY AND COUNTY OF DENVER, COLORADO,

Defendant and Third Party Plaintiff,

v.

SEMPLE BROWN DESIGN, P.C.,

Third Party Defendant.

FINAL JUDGMENT AND ORDER OF DISMISSAL OF PLAINTIFFS' CLAIMS

IT IS HEREBY ORDERED that this Court grants final approval to the attached Class Action Settlement Agreement, and that judgment is entered in accordance with that Class Action Settlement Agreement, the terms of which are incorporated by reference herein.

EXHIBIT 5 TO CLASS ACTION SETTLEMENT AGREEMENT
Civil Action No. 06-CV-00865-MSK-BNB

IT IS FURTHER ORDERED that Plaintiffs' claims against the City and County of Denver are dismissed with prejudice pursuant to Fed. R. Civ. P. 41(a)(1).

IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose of enforcing the Class Action Settlement Agreement between the Plaintiffs and the City and County of Denver should such enforcement be necessary.

BY THE COURT:

Marcia S. Krieger
United States District Judge

Dated: