

DISTRICT COURT, DENVER COUNTY, COLORADO 1437 Bannock Street Denver, CO 80202	DATE FILED August 12, 2025 3:01 PM FILING ID: 89BC495D843EA CASE NUMBER: 2025CV32883
<b>DRAKE SOLOMON</b> , on behalf of himself and all others similarly situated,  Plaintiff,  v.  <b>KROENKE SPORTS &amp; ENTERTAINMENT, LLC,</b> <b>KROENKE SPORTS HOLDINGS, LLC,</b> <b>STEVE JOHNSTON,</b> <b>CRAIG DZAMAN,</b>  Defendants.	<b>▲ COURT USE ONLY ▲</b>
<b><i>Attorneys for Plaintiff:</i></b> Virginia Hill Butler, #55187 Matthew Cron, #45685 RATHOD   MOHAMEDBHAI, LLC 2701 Lawrence St., Suite 100 Denver, CO 80205 (303) 578-4400 vb@rmlaywers.com mc@rmlawyers.com	Case No.:  Division:
<b>COMPLAINT AND JURY DEMAND</b>	

Plaintiff Drake Solomon, by and through his attorneys Virginia Hill Butler and Matthew Cron of RATHOD | MOHAMEDBHAI LLC, respectfully alleges for his Complaint and Jury Demand as follows:

### **INTRODUCTION**

This case arises from Defendants’ unlawful disability-based discrimination and termination of Plaintiff Drake Solomon (“Mr. Solomon”) from his position as the “Rocky” mascot for the Denver Nuggets. Mr. Solomon began performing as “Rocky” in 2021, following in the footsteps of his father, Kenn Solomon, who originated the role over 30 years ago.

During the 2022-23 NBA season, Mr. Solomon was diagnosed with avascular necrosis (“AVN”) and underwent surgery to treat his condition. Ten days after undergoing surgery, Mr. Solomon returned to work but continued to experience hip pain. Ultimately, Mr. Solomon’s

doctors determined during the 2023-24 NBA season that Mr. Solomon's condition required a total hip replacement. After notifying his supervisors of his need for surgery, Defendants informed Mr. Solomon that they would be holding tryouts for his position due to his record of impairment and their lack of confidence in his health. Despite his quick and successful recovery following his hip surgery, Mr. Solomon returned to a hostile work environment and confirmation that Defendants would still be conducting try-outs for his position because he had "burned them last time." Ahead of the 2024-25 season, Defendants held open tryouts for Mr. Solomon's position despite his clean bill of health. Defendants fired Mr. Solomon shortly after the tryouts, on August 13, 2024. Defendants' decision to hold tryouts based on Mr. Solomon's record of disability and then fire Mr. Solomon after he returned to work violated Mr. Solomon's rights under the Colorado Anti-Discrimination Act's various prohibitions against disability discrimination and retaliation.

As part of his termination, Defendants presented Mr. Solomon with a severance agreement that violates nearly every provision of C.R.S. § 24-34-407, part of the Protecting Opportunities and Workers' Rights Act ("POWR Act"). Because Defendants violated the POWR Act every time it presented the severance agreement it gave to Mr. Solomon – or a substantively similar one – to any of the hundreds (and possibly thousands) of Defendants' employees,<sup>1</sup> Mr. Solomon brings this lawsuit on behalf of himself and all other of Defendants' employees who have been presented with substantially similar severance agreements since the passage of the POWR Act.

## **I. PARTIES, JURISDICTION, AND VENUE**

1. At all times relevant to this Complaint, Plaintiff Drake Solomon was a legal resident of and domiciled in the State of Colorado.

2. Defendant Kroenke Sports & Entertainment, LLC is, and at all times relevant to this action was, a Delaware limited liability company registered to do business in Colorado, with its principal place of business located at 1000 Chopper Circle, Denver, Colorado 80204.

3. Defendant Kroenke Sports Holdings, LLC is the parent company of Kroenke Sports & Entertainment, LLC, and is and at all times relevant to this action was, a Delaware limited liability company registered to do business in Colorado, with its principal place of business located at 1000 Chopper Circle, Denver, Colorado 80204. This Complaint refers to Defendant Kroenke Sports & Entertainment, LLC and Defendant Kroenke Sports Holdings, LLC collectively as "KSE."

4. At all relevant times, KSE owned and operated the Denver Nuggets professional basketball team and employed Plaintiff as the team's mascot "Rocky" in the City and County of Denver, Colorado.

5. From September of 2021 to August 13, 2024, Plaintiff was employed by KSE in Denver, Colorado under the position of Mascot.

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<sup>1</sup> The exact number of KSE employees is currently unknown to Plaintiff at this time.

6. At all relevant times, Defendant Steve Johnston was a resident of and domiciled in Colorado, an employee of KSE, and Mr. Solomon's supervisor.

7. At all relevant times, Defendant Craig Dzaman was a resident of and domiciled in Colorado, an employee of KSE, and Mr. Solomon's supervisor.

8. This Court has jurisdiction over this matter pursuant to C.R.S. § 13-1-124.

9. Venue is proper in this Court pursuant to C.R.C.P. 98(c), as the acts and omissions giving rise to Plaintiff's claims occurred in the City and County of Denver, Colorado, and KSE maintains its principal place of business in the City and County of Denver, Colorado.

## **II. ADMINISTRATIVE EXHAUSTION**

10. Mr. Solomon jointly filed his initial charges of discrimination with the Colorado Civil Rights Division ("CCRD") and the U.S. Equal Employment Opportunity Commission ("EEOC") on February 12, 2025.

11. In Colorado, the CCRD and EEOC operate under a worksharing agreement to investigate charges of discrimination and retaliation under state and federal laws.

12. Mr. Solomon's charges of discrimination included allegations of discrimination based on disability and retaliation under both the Colorado Anti-Discrimination Act ("CADA") and the Americans with Disabilities Act ("ADA").

13. Mr. Solomon has requested a notice of right to sue from the CCRD and has been advised that it is forthcoming.

14. Under C.R.S. § 24-34-407(2)(b), Mr. Solomon is permitted to "immediately bring an action to recover penalties" for violations of C.R.S. § 24-34-407(1).

## **III. FACTUAL ALLEGATIONS**

### **A. Mr. Solomon's Career**

15. Drake Solomon began his career with the Denver Nuggets in 2012 as a trampoline dunk artist and member of the "Promo Squad," demonstrating his dedication to entertainment and athletics from an early age.

16. Mr. Solomon's connection to the Denver Nuggets runs deep through his family, as his father, Kenn Solomon, served as the original "Rocky" mascot for over 30 years.

17. During his early years with the team, Mr. Solomon served as both a backup Rocky mascot and Kenn Solomon's game-night assistant.

18. When his father retired from the Rocky role in 2021, Mr. Solomon was the only person invited to perform in a closed door try out for the position.

19. Based on his performance and experience, KSE offered Mr. Solomon the position of full-time Rocky mascot.

20. As the Rocky mascot, Mr. Solomon received a base salary of approximately \$70,000 per year, plus additional appearance fees ranging on average from \$15,000 to \$20,000 annually.

21. Mr. Solomon performed his Rocky duties with passion, energy and joy throughout the 2021-22 NBA season, with no concerns or issues raised regarding Mr. Solomon's performance on the court.

## **B. Mr. Solomon Experiences Chronic Pain in His Hips**

22. During the 2022-23 NBA season, Mr. Solomon began feeling pain in his hips while performing his duties as Rocky.

23. Following medical evaluation, Mr. Solomon was diagnosed with avascular necrosis ("AVN") in his hips, which caused the death of his bone tissue.

24. Mr. Solomon was advised that his options for addressing his medical condition included either undergoing total hip replacement to both hips or a bi-lateral core decompression surgery. Mr. Solomon opted for the latter in order to return to his Rocky duties faster.

25. In preparation for the surgery, Mr. Solomon focused on administrative work from January 21, 2023 on and went on short-term disability in February 2023.

26. On March 3, 2023, Mr. Solomon underwent bilateral core decompression surgery.

27. Demonstrating his commitment to his position, Mr. Solomon returned to work in an administrative capacity only ten days after the surgery on March 13th. Mr. Solomon's father Kenn came out of retirement to fulfill the role of Rocky for the remainder of the 2022-23 championship season.

28. Mr. Solomon continued in his role as Rocky in the offseason and prepared for the 2023-24 Nuggets season.

29. However, as the 2023-24 season progressed, Mr. Solomon again began experiencing pain in his hips.

30. After consulting with several medical professionals, the consensus was that Mr. Solomon needed total hip replacement surgery to relieve his hip pain.

31. In mid-February of 2024, Mr. Solomon informed his supervisors, Game Director Craig Dzaman and Vice President of Game Entertainment Steve Johnston, of his need for hip replacement surgery.

32. Several weeks later, Mr. Solomon's supervisors, Mr. Dzaman and Mr. Johnston, asked him to come to a meeting with them, as well as with Senior Vice President Michele Sturgill and Senior Manager of Human Resources Kerry Wilson.

33. In the meeting, Mr. Solomon was told that KSE would be holding a tryout for his job as Rocky, "regardless of the outcome" of his surgery.

34. Tryouts have not been a routine aspect of the Rocky position.

35. Mr. Solomon's father, the first Rocky, never participated in a tryout during his thirty-plus year tenure and Mr. Solomon was the only person invited to tryout for the role of Rocky in 2021. Nor had Mr. Solomon been asked to try out for his job until the need for a second surgery arose.

36. Nonetheless, KSE personnel stated that Mr. Solomon was unreliable due to his record of impairment and previously unsuccessful surgery.

37. Mr. Dzaman stated:

Could you, after the surgery, [perform the physical job], I guess we'll see, but that's why we have to have a tryout to know. We can't take the risk of, you know, "Hey, go get the surgery. We'll wait, you'll come back and everything will be perfect." We just don't know that to be the truth. We thought that was going to be the case last time, right? And it hasn't happened, so no one's fault . . . [but] at the end of the day, the surgery didn't take. So that's why we're having this meeting today.

38. Mr. Solomon informed KSE that his doctors had opined that he would be able to return to light duty in six weeks, and that he would return to full health in just a few months, but Mr. Dzaman emphasized:

I want to be clear, I think no matter what though, right, our plan is to do a new trial regardless of [the outcome], I think that's something we have to be crystal clear on here, whether you get surgery next week . . . [N]o matter what, we will hold the tryout again for Rocky. . . Because we can't risk. But we just can't risk having a mascot coming off a major hip surgery and we not know how it's going to perform. . . . We can't be sitting here again next year.

39. All KSE personnel at the meeting agreed that KSE would hold a tryout for the Rocky position when Mr. Solomon returned from surgery, no matter the status of his recovery.

### **C. Mr. Solomon's Hip Replacement Surgery is Successful but He Returns to a Hostile Environment**

40. Consistent with what Mr. Solomon had informed KSE of in the meeting just weeks prior, on April 1, 2024, Dr. Ryan Koonce filled out a FMLI claim worksheet on Mr. Solomon's behalf in support of medical leave that would end on July 2, 2024—exactly three months after Mr. Solomon's scheduled hip replacement surgery, and months before the 2024-25 season would begin

41. On April 2, 2024, Mr. Solomon underwent his total hip replacement surgery.

42. Mr. Solomon's recovery progressed ahead of schedule, and he returned to work on May 20, 2024, well before the predicted recovery date of July 2, 2024.

43. Upon his return to work, Mr. Solomon faced hostile treatment from KSE personnel, including his supervisor Mr. Johnston saying he was "not comfortable" with Mr. Solomon being back in the building so soon after surgery, and sarcastically asking Mr. Solomon: "So you can go dunk now?"

44. Approximately two weeks after Mr. Solomon returned to work, his supervisors called him into a meeting.

45. Despite Mr. Solomon's excellent medical prognosis, Mr. Dzaman and Mr. Johnston informed Mr. Solomon that the Nuggets would still be holding tryouts for the Rocky position.

46. They maintained that Mr. Solomon would get a real shot at keeping the job, but that they were nevertheless going to hold tryouts because Mr. Solomon had "burned them last time."

47. During the summer of 2024, Mr. Solomon successfully performed summer appearances in costume, demonstrating his ability to continue performing the essential functions of his position.

48. Mr. Solomon invited both Mr. Dzaman and Mr. Johnston – orally and over email – to attend many of his summer appearances in order to see his performance as Rocky so they could be confident in his health.

49. Neither Mr. Dzaman nor Mr. Johnston attended any of Mr. Solomon's summer performances.

50. No one from KSE ever asked Mr. Solomon to demonstrate his abilities to perform his job duties at all during the summer of 2024.

### **D. Mr. Solomon is Terminated Shortly After Returning from Total Hip Replacement Surgery**

51. KSE chose to hold tryouts for Mr. Solomon's job because of his record of impairment and unsuccessful surgery during the 2022-23 season.

52. During the tryouts, Mr. Johnston and Mr. Dzaman both served as judges.
53. Mr. Solomon performed all physical requirements for the Rocky position during his tryout.
54. KSE requested that Mr. Solomon teach the other applicants how to safely dunk while in the Rocky costume, which he did.
55. On August 13, 2024, shortly after the tryouts, Mr. Solomon was terminated.
56. This termination occurred despite Mr. Solomon's successful performance record and his demonstrated ability to perform his job duties following medical treatment.
57. KSE did not provide a reason for termination at the time.
58. KSE has since claimed that Mr. Solomon was terminated due to not scoring first during tryouts.

#### **E. KSE's Severance Agreement**

59. On August 13, 2024, KSE presented Mr. Solomon with a severance agreement as part of his termination (the "Agreement").
60. The Agreement includes a confidentiality and non-disclosure provision, including prohibiting disclosure of the facts and circumstances giving rise to the Agreement.
61. The Agreement includes a non-disparagement provision.
62. The Agreement includes a liquidated damages provision, including a set sum of liquidated damages per occurrence of breach of the confidentiality and non-disclosure provision or non-disparagement provision.
63. The Agreement does not have an addendum attesting to compliance with C.R.S. § 24-34-407.
64. The Agreement states that it is governed by Colorado law.
65. In addition to bringing his claim individually, Plaintiff also brings this case as a class action under C.R.C.P. 23 on behalf of all KSE employees who have been presented with a severance agreement substantially similar to the one KSE gave him.
66. The Class satisfies the prerequisites and requirements of C.R.C.P. 23.
67. ***Class Definition:*** Any individual who was presented by KSE with an agreement containing confidentiality, non-disclosure, non-disparagement, and liquidated damages provisions substantially similar to Mr. Solomon's Agreement from August 13, 2023.

68. Plaintiff reserves the right to amend the Class definition if further investigation and discovery indicates the foregoing definition should be narrowed, expanded, or otherwise modified.

69. **Numerosity:** The exact number of Class Members is unknown at this time, but upon information and belief, the Class consists of possibly hundreds of individuals.

- a. KSE controls at least five professional sports franchises, including large enterprises like the Denver Nuggets, Colorado Avalanche, Colorado Rapids, Los Angeles Rams, and Arsenal F.C.
- b. On information and belief, KSE employs over 1,000 individuals.
- c. On information and belief, KSE's sports empire is valued at over \$12 billion.
- d. KSE is headquartered in Denver, Colorado.
- e. The Agreement states that Colorado law applies to it.
- f. Under C.R.S. § 24-34-407(2)(b), "The commission and any employee or prospective employee **who is presented with an agreement that includes a nondisclosure provision that violates subsection (1) of this section** may immediately bring an action to recover penalties. In addition to penalties, an employee or a prospective employee may recover actual damages, reasonable costs, and attorney fees in any private action brought pursuant to this section." (emphasis added).
- g. Every employee or prospective employee that KSE has presented an agreement to with provisions substantially similar to the confidentiality, non-disclosure, non-disparagement, and liquidated damages provisions of Mr. Solomon's Agreement, as well as a lack of addendum attesting to compliance, has a claim under C.R.S. § 24-34-407.
- h. The members of the Class are readily identifiable through KSE's records.

70. **Commonality:** There are questions of law and fact that are common to the Class, which predominate over issues affecting only individual Class Members, including but not limited to:

- a. Whether the confidentiality, non-disclosure, non-disparagement, and liquidated damages provisions of Mr. Solomon's Agreement, as well as a lack of addendum attesting to compliance, violate C.R.S. § 24-34-407.

71. **Typicality:** Plaintiff's claims are typical of the Class Members' claims because they are claims based on the Agreement which, on information and belief, KSE did not modify the confidentiality, non-disclosure, non-disparagement, and liquidated damages provisions of before presenting to each employee.

72. **Adequacy:** Adequate representation has two components: (1) the representative's interests must not be antagonistic to those of other class members; and (2) class counsel must be



qualified, experienced, and generally able to conduct the litigation. Both requirements are satisfied here:

- a. Plaintiff will fairly and adequately protect the interests of the Class;
- b. Plaintiff does not have any interests antagonistic to or in conflict with the interests of the Class Members. Plaintiff suffered injuries caused by KSE's actions and inactions like those suffered by Class Members.
- c. Defendants have no unique defenses against Plaintiff that would interfere with Plaintiff's representation of the Class Members. Defendants' defenses against Plaintiff are no different than the defenses against any of the Class Members.
- d. Plaintiff has retained counsel that is experienced in class litigation. Plaintiff's counsel are free from any conflicts of interest that might prevent them from pursuing this action on behalf of the Class.

73. ***Superiority***: The prosecution of this case as a class action is superior to other methods of adjudication. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications which would establish incompatible standards of conduct for Defendants. Moreover, C.R.S. § 24-34-407(2)(a) includes a damages provision, stating that "Each instance when an employer includes in an agreement a non-disclosure provision that violates subsection (1) of this section constitutes a violation of this section. An employer is liable for actual damages and a penalty of five thousand dollars per violation." In addition to these penalties, "an employee or a prospective employee may recover actual damages, reasonable costs, and attorney fees in any private action brought pursuant to this section." *Id.* § 24-34-407(2)(b). Adjudications with respect to individual Class Members would as a practical matter be dispositive to the interests of the other Class Members or substantially impair or impede their ability to protect their interests. Defendants have acted on grounds generally applicable to the Class. Moreover, Plaintiff is unaware of any other Class Member commencing their own litigation on this issue.

#### **IV. CLAIMS FOR RELIEF**

##### **FIRST CLAIM FOR RELIEF Colorado Anti-Discrimination Act Discrimination on the Basis of Disability C.R.S. § 24-34-401 et seq. (Plaintiff, individually, against KSE)**

74. Plaintiff hereby incorporates all paragraphs of this Complaint as though fully set forth herein.

75. The Colorado Anti-Discrimination Act, C.R.S. § 24-34-402, makes it unlawful to discharge, constructively discharge, or discriminate in the terms, conditions, or privileges of employment because of an employee's disability and/or perceived disability.

76. At all relevant times, Mr. Solomon was an individual with a disability under C.R.S. § 24-34-402.

77. “Disability” has the same meaning as set forth in the federal “Americans with Disabilities Act of 1990.” C.R.S. § 24-34-101(7). Under the ADA, a disability includes: (a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual; (b) a record of such impairment; or (c) being regarded as having such impairment. 42 U.S.C. § 12101(1).

78. Mr. Solomon’s avascular necrosis constitutes a disability under C.R.S. § 24-34-402 because it substantially limited one or more of his major life activities including but not limited to, caring for himself, performing manual tasks, walking, sitting, and bending. *See* 42 U.S.C. § 12102(2)(A); 29 C.F.R. § 1630.2(i)(1)(i). Mr. Solomon’s ability to engage in these major life activities was substantially limited by his AVN, two surgeries, and recovery.

79. After Mr. Solomon recovered from surgery, he was an individual with a disability under C.R.S. § 24-34-402 because KSE continued to regard him as having a non-transitory disability and/or having a record of such impairment.

80. KSE knew of Mr. Solomon’s disability.

81. After returning from medical leave following his second surgery, Mr. Solomon was qualified for and able to perform the essential functions of the job, including, without limitation the Rocky mascot, with or without reasonable accommodation.

82. KSE terminated Mr. Solomon’s employment because of his disability, a record of disability, and/or being regarded as disabled and perceived related limitations, in violation of CADA.

83. The effect of the practices complained of in the foregoing paragraphs has been to deprive Mr. Solomon of equal employment opportunities because of his disability and/or perceived disability.

84. As a direct result of KSE’s actions, Mr. Solomon has suffered significant injuries, damages, and losses to be determined at trial.

85. The effects of the practices complained of in the paragraphs above have been to inflict emotional pain, suffering, and inconvenience upon Mr. Solomon and to deprive him of the financial and other benefits of working at KSE.

86. The unlawful employment practices complained of in the foregoing paragraphs were intentional.

87. The unlawful employment practices complained of in the foregoing paragraphs were done with malice or reckless indifference to the state protected rights of Mr. Solomon, warranting the imposition of punitive damages.

**SECOND CLAIM FOR RELIEF**  
**Colorado Anti-Discrimination Act**  
**Retaliation**  
**C.R.S. § 24-34-401 et seq.**  
(Plaintiff, individually, against KSE)

88. Plaintiff hereby incorporates the preceding paragraphs of this Complaint as though fully incorporated herein.

89. Defendant retaliated against Plaintiff Mr. Solomon in violation of CADA.

90. CADA, C.R.S. § 24-34-402, makes it unlawful to attempt to commit any act CADA defines as unlawful and to discriminate against any such person because that person opposed unlawful practices or engaged in other protected activities.

91. At all relevant times, Mr. Solomon was qualified and able to perform the essential functions of the job, including, without limitation the Rocky mascot, with or without reasonable accommodation.

92. Mr. Solomon engaged in a protected activity by requesting medical leave for surgery to correct his AVN. Mr. Solomon's need for surgery constituted a reasonable accommodation within the meaning of CADA.

93. As a direct result of Mr. Solomon's medical need for surgery, KSE informed him that his job was no longer secure and that he would need to compete against others in a tryout format to retain his employment.

94. As a result of Mr. Solomon's protected activity, KSE terminated Mr. Solomon's employment following the pretextual tryout.

95. By terminating Mr. Solomon when it did, KSE retaliated against Mr. Solomon's exercise of the rights guaranteed to him under CADA.

96. The effect of the practices complained of in the foregoing paragraphs has been to deprive Mr. Solomon of equal employment opportunities in retaliation for his requests for reasonable accommodations.

97. The effects of the practices complained of in the paragraphs above have been to inflict emotional pain, suffering, and inconvenience upon Mr. Solomon and to deprive him of the financial and other benefits of working at KSE.

98. As a direct result of KSE's actions, Mr. Solomon has suffered significant injuries, damages, and losses to be determined at trial.

99. The unlawful employment practices complained of in the foregoing paragraphs were intentional.

100. The unlawful employment practices complained of in the foregoing paragraphs were done with malice or reckless indifference to the state protected rights of Mr. Solomon, warranting the imposition of punitive damages.

**THIRD CLAIM FOR RELIEF**  
**Colorado Anti-Discrimination Act**  
**Aiding and Abetting**  
**C.R.S. § 24-34-402 et seq.**  
(Plaintiff, individually, against Defendant Steve Johnston)

101. Plaintiff hereby incorporates the preceding paragraphs of this Complaint as though fully incorporated herein.

102. Under CADA, it is unlawful for an employee to “aid, abet, incite, compel, or coerce” their employer to perform acts of discrimination, retaliation, or any other unfair employment practice. C.R.S. § 24-34-402(1)(e)(I).

103. As alleged herein, Mr. Johnston was an employee of KSE.

104. As alleged herein, Mr. Johnston had direct supervision of Mr. Solomon, maintained control of all matters related to Mr. Solomon’s employment, and specifically directed and authorized KSE’s discrimination and retaliation against Mr. Solomon.

105. As alleged herein, Mr. Johnston aided, abetted, incited, and compelled KSE into terminating Mr. Solomon on the basis of disability and/or perceived disability and retaliating against Mr. Solomon because of his protected activities.

106. KSE engaged in those unlawful acts at Mr. Johnston’s express direction.

107. The unlawful employment practices complained of above were done with malice or reckless indifference for Mr. Solomon’s statutory rights.

108. Because Mr. Johnston aided and abetted KSE’s unlawful discrimination and retaliation, Mr. Johnston is liable to Mr. Solomon for economic damages, compensatory damages, punitive damages, and other damages and relief allowed by law.

**FOURTH CLAIM FOR RELIEF**  
**Colorado Anti-Discrimination Act**  
**Aiding and Abetting**  
**C.R.S. § 24-34-402 et seq.**  
(Plaintiff, individually, against Defendant Craig Dzaman)

109. Plaintiff hereby incorporates the preceding paragraphs of this Complaint as though fully incorporated herein.

110. Under CADA, it is unlawful for an employee to “aid, abet, incite, compel, or coerce” their employer to perform acts of discrimination, retaliation, or any other unfair employment practice. C.R.S. § 24-34-402(1)(e)(I).

111. As alleged herein, Mr. Dzaman was an employee of KSE.

112. As alleged herein, Mr. Dzaman had direct supervision of Mr. Solomon, maintained control of all matters related to Mr. Solomon’s employment, and specifically directed and authorized KSE’s discrimination and retaliation against Mr. Solomon.

113. As alleged herein, Mr. Dzaman aided, abetted, incited, and compelled KSE into terminating Mr. Solomon on the basis of disability and/or perceived disability and retaliating against Mr. Solomon because of his protected activities. KSE engaged in those unlawful acts at Mr. Dzaman’s express direction.

114. The unlawful employment practices complained of above were done with malice or reckless indifference for Mr. Solomon’s statutory rights.

115. Because Mr. Dzaman aided and abetted KSE’s unlawful discrimination and retaliation, Mr. Dzaman is liable to Mr. Solomon for economic damages, compensatory damages, punitive damages, and other damages and relief allowed by law.

**FIFTH CLAIM FOR RELIEF**  
**Violation of Protecting Opportunities and Workers’ Rights (POWR) Act**  
**C.R.S. § 24-34-407**  
(Plaintiff, on behalf of himself and the Class Members, against KSE)

116. Plaintiff hereby incorporates all paragraphs of this Complaint as if set forth herein.

117. The POWR Act, specifically C.R.S. § 24-34-407, sets forth requirements for confidentiality, non-disclosure, non-disparagement, and liquidated damages provisions in agreements between employers and employees.

118. At all relevant times, Plaintiff was an employee of KSE and was qualified for his position as the Rocky mascot.

119. Upon Plaintiff’s termination, KSE presented him with a severance agreement that violated multiple provisions of C.R.S. § 24-34-407.

120. KSE’s severance agreement violated the POWR Act in multiple ways:

- a. The non-disclosure provision does not apply equally to all parties, violating C.R.S. § 24-34-407(1)(a);
- b. The agreement fails to expressly state that it does not restrict an employee from disclosing the underlying facts of any alleged discriminatory or unfair employment practice as required by C.R.S. § 24-34-407(1)(b);

- c. The agreement does not expressly state that disclosure of the underlying facts of the alleged discriminatory or unfair labor practice within the parameters of C.R.S. § 24-34-407(1)(b) does not constitute disparagement, violating C.R.S. § 24-34-407(1)(c);
- d. The non-disparagement provision does not include a condition that it is void if the employer disparages the employee, violating C.R.S. § 24-34-407(1)(d);
- e. The liquidated damages provision does not vary based on the nature or severity of the breach, violating C.R.S. § 24-34-407(1)(e);
- f. The agreement lacks an addendum to be signed by all parties attesting to compliance with C.R.S. § 24-34-407(1), violating C.R.S. § 24-34-407(1)(f).

121. Defendant KSE's presentation of this unlawful severance agreement to Plaintiff constitutes a violation of the POWR Act.

122. Upon information and belief, Defendant KSE has presented this or a substantially similar unlawful severance agreement to numerous other employees since August 7, 2023, when the POWR Act went into effect.

123. Each presentation of an unlawful severance agreement constitutes a separate violation of the POWR Act.

124. KSE's conduct in presenting an unlawful severance agreements was willful, wanton, and in reckless disregard of the rights protected by the POWR Act.

125. Plaintiff, and all members of the Class, are entitled to all remedies available under the POWR Act.

**V. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of all other Class Members, respectfully asks the Court to:

I. As soon as practicable, certify this case as a class action pursuant to C.R.C.P. 23 and:

- a. Appoint Plaintiff as class representative;
- b. Appoint Plaintiff's undersigned counsel as class counsel; and
- c. Authorize notice to the Class Members pursuant to C.R.C.P. 23(c)(2).

II. Enter judgement for the Plaintiff and the Class Members on Claim V under the C.R.S. § 24-34-407 and award them:

- a. Statutory penalties of \$5,000 per violation;
- b. Actual damages;
- c. Attorneys' fees and costs, including the cost of administering notice to the Class Members and/or distributing the judgment to the Class Members;
- d. Declaratory relief that KSE's severance agreement violates the POWR Act;
- e. Injunctive relief prohibiting KSE from using or presenting an illegal severance agreement;
- f. Such other relief as the Court deems just and proper.

III. Enter judgment for the Plaintiff on his Claims I-IV and award the Plaintiff;

- a. Actual economic damages as established at trial;
- b. Compensatory damages, including but not limited to those for future pecuniary and non-pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, and other non-pecuniary losses;
- c. Punitive damages for all claims as allowed by law for all such claims where applicable;
- d. Prejudgment and post-judgment interest at the highest lawful rate;
- e. Appropriate tax off-set;
- f. Attorneys' fees and costs; and
- g. Such further relief as justice requires.

**PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE**

DATED: August 12, 2025

RATHOD | MOHAMEDBHAI LLC

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