

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO 1437 Bannock St Denver, CO 80202	DATE FILED: April 22, 2024 2:12 PM FILING ID: B4C1F806E579C CASE NUMBER: 2024CV31211
Plaintiff: <b>VICKI RAY</b> , a Colorado individual,  v.  Defendant: <b>KROENKE SPORTS &amp; ENTERTAINMENT</b> , a Delaware LLC.	<input type="checkbox"/> <b>COURT USE ONLY</b> <input type="checkbox"/>
<i>Attorneys for Plaintiff:</i> Tyler S. Gurnee, #50250 Carl Snider, #54953 BAKER LAW GROUP LLC 8301 E. Prentice Avenue, Suite 405 Greenwood Village, CO 80111 Phone Number: (303) 862-4564 FAX Number: (970) 704-5741 <a href="mailto:tyler@jbakerlawgroup.com">tyler@jbakerlawgroup.com</a> <a href="mailto:carl@jbakerlawgroup.com">carl@jbakerlawgroup.com</a>	Case  Number:  Division:
<b>COMPLAINT AND JURY DEMAND</b>	

COMES NOW, Plaintiff Vicki Ray (“Plaintiff”), by and through counsel, Baker Law Group, LLC, and hereby submits this complaint against Kroenke Sports and Entertainment (“Defendant”) stating as follows:

**PARTIES AND JURISDICTION**

1. Plaintiff Vicki Ray (“Plaintiff”) is an individual who is a resident of Colorado.
2. Defendant Kroenke Sports & Entertainment (“Defendant”) is a Delaware LLC.
3. Jurisdiction in this Court is proper pursuant to C.R.S. § 13-1-124 because the actions brought in this case arise from a business transaction for services to be performed in the County of Denver State of Colorado.
4. Venue is proper in Denver County pursuant to C.R.C.P. 98(c)(4) as the actions relevant to the case took place in Denver County.

## GENERAL ALLEGATIONS

5. Plaintiff has been a Denver Nuggets “super fan” for thirty-two years; she has had the same season ticket seats since Ball Arena was opened as the Pepsi Center in 1999.

6. Plaintiff has attended all but seven home games of the Denver Nuggets at Ball Arena since 1992; the games Plaintiff missed were due to her mother passing and a hemorrhagic stroke she had two years ago.

7. Defendant has been, at all times relevant to this complaint, well aware of Plaintiff’s “super fan” status, as she had been regularly featured on local news media and in events hosted by or for the Denver Nuggets.

8. Demonstrating the above, Defendant encouraged other fans to vote for Plaintiff as “Fan of the Year” in 2016, a title which she won.

9. Plaintiff received a letter dated February 14, 2024 from Defendant informing her that she was banned from attending any Denver Nuggets events for the remainder of the season.

10. The letter also stated that her season tickets were being revoked.

11. The letter was signed by a person named Alo Staley on behalf of Defendant but did not include that person’s title or any description of their role or responsibilities with Defendant.

12. This letter represents a unilateral and punitive action taken by Defendant against Plaintiff, a dedicated fan with a longstanding record of support and enthusiasm for the Denver Nuggets, evidenced by her consistent attendance and engagement at events over decades.

13. The only prior warning or notification regarding these alleged violations Plaintiff received was during a phone call on February 13<sup>th</sup>, 2024, advising her that she was banned.

14. Despite the serious implications of such a ban, the letter from Defendant provided no specific details regarding the nature of the alleged violations.

15. It merely cited violations of the NBA Fan Code of Conduct on January 29, 2024, and February 4, 2024, without any further detail, explanation, evidence, or context.

16. This lack of specificity and transparency left Plaintiff without a clear understanding of the accusations against her, undermining her ability to contest or address these allegations effectively.

17. Plaintiff categorically denies any misconduct at the events in question or at any other time.

18. She asserts that her behavior during the cited dates, as well as at all other times,

has been in full compliance with the NBA Fan Code of Conduct and consistent with the behavior expected of and exhibited by fans at such events.

19. Plaintiff's contention is supported by her decades-long history of attending Denver Nuggets games without incident or reprimand, highlighting the baseless nature of the ban.

20. The decision to ban Plaintiff appears to be rooted in motivations unrelated to her conduct.

21. Upon information and belief, Plaintiff asserts that the true motive behind the ban is Defendant's desire to resell her season tickets at a higher price, given the increasing demand for Denver Nuggets tickets.

22. Upon information and belief, Defendant was limited in how much they could raise Plaintiff's season ticket prices each year, due to how long she had consecutively held the season tickets.

23. Upon information and belief, Defendant either has already or would be able to resell Plaintiff's seats for a significantly higher price than they would have had to have offered to Plaintiff.

24. This belief is supported by the timing of the ban and the lack of a legitimate basis for such action.

25. Following the receipt of the ban letter, Plaintiff made several attempts to engage with Defendant for the purpose of seeking clarification and a detailed explanation of the alleged conduct violations.

26. These attempts were either outright refused or met with inadequate and dismissive responses, further evidencing the lack of substance behind the allegations and the unjust nature of the ban.

27. It was not until local media reported a story regarding the ban and Defendant's refusal to provide information regarding the same that counsel retained by Defendant shared alleged video evidence purportedly proving the alleged violations.

28. After reviewing the video, Plaintiff disputes that they depict any violation of the NBA Code of Conduct upon which Defendant relied to ban Plaintiff.

29. The ban has had a significant and detrimental impact on Plaintiff's life.

30. Beyond the immediate disappointment and emotional distress caused by being unjustly barred from supporting her favorite team, Plaintiff has experienced a notable decline in her mental and physical health attributable to the stress and isolation resulting from this action.

31. The ban has not only deprived Plaintiff of an important source of joy and community but has also subjected her to unwarranted scrutiny and speculation within the fan

community and the public at large.

32. Furthermore, Defendant did not reimburse Plaintiff for her tickets until after Defendant sold them.

33. Defendant would not have been obligated to reimburse Plaintiff for her tickets if she had in fact been in violation of the NBA Fan Code of Conduct.

34. In light of the foregoing, Plaintiff asserts that Defendant's actions, characterized by a lack of due process, transparency, and fairness, amount to a wrongful ban that has caused significant harm to Plaintiff's reputation, emotional well-being, and financial interests.

35. The failure of Defendant to provide a legitimate rationale for the ban, coupled with the refusal to engage in meaningful dialogue or review, underscores the need for judicial intervention to redress the wrongful actions taken against Plaintiff.

**FIRST CLAIM FOR RELIEF**  
*(Breach of Contract)*

36. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

37. Plaintiff, by purchasing season tickets, entered into a contractual relationship with Defendant, wherein Plaintiff was granted the right to attend all home games of the Denver Nuggets for the season, subject to compliance with the NBA Fan Code of Conduct and other applicable policies made known to ticket holders.

38. This contract, formed upon the purchase of the season tickets, embodies terms and conditions that are explicitly and implicitly agreed upon by both parties.

39. Defendant has breached this contract by imposing a ban on Plaintiff from attending Denver Nuggets events for the remainder of the season, based on unsubstantiated allegations of misconduct.

40. As a direct and proximate result of Defendant's breach of contract, Plaintiff has suffered damages, including but not limited to the loss of the substantial monetary value of the season tickets, the emotional distress and reputational harm caused by the unjust ban, and the deprivation of the enjoyment and benefits that Plaintiff would have otherwise received from attending the Denver Nuggets events for the remainder of the season.

41. Plaintiff is entitled to compensatory damages for the losses suffered as a result of Defendant's breach of contract.

42. These damages are to compensate Plaintiff for the monetary value of the remaining games in the season for which she was unjustly banned, as well as for the consequential damages stemming from the emotional distress and the impact on Plaintiff's mental and physical health.

43. In addition to compensatory damages, Plaintiff seeks such other legal and equitable relief as this Court deems just and proper, including but not limited to an injunction against Defendant from enforcing the ban and a declaration that Defendant's actions constituted a breach of contract as well as an injunction restoring her season tickets.

44. This relief is sought to prevent further harm to Plaintiff and to ensure that Defendant adheres to its contractual obligations in a fair and lawful manner.

**SECOND CLAIM FOR RELIEF**

*(Breach of the Implied Covenant of Good Faith and Fair Dealing)*

45. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

46. The contractual relationship between Plaintiff and Defendant is governed not only by the explicit terms of the ticket purchase agreement but also by the implied covenant of good faith and fair dealing inherent in all contracts.

47. This covenant requires that Defendant execute its duties under the contract—a contract that includes not just the sale of tickets but the implicit assurance of access to the purchased events—in a manner that respects the rights of the ticket holder and refrains from actions that would unfairly deprive the ticket holder of the benefits of the contract.

48. Defendant breached this covenant by unreasonably and unfairly banning Plaintiff from all future Denver Nuggets events for the season and revoking her season tickets.

49. This unilateral action by Defendant has deprived Plaintiff of her contractual right to attend the events for which she had lawfully purchased tickets, without providing a valid or justifiable basis for such a ban under the terms of the contract or the NBA Fan Code of Conduct.

50. Furthermore, Defendant failed to adhere to any semblance of a fair process that would allow Plaintiff the opportunity to contest or respond to the allegations prior to the enforcement of the ban.

51. This failure not only constitutes a breach of the implied covenant of good faith and fair dealing but also undermines the integrity of the contractual relationship by denying Plaintiff the basic procedural fairness due in such circumstances.

52. The lack of specificity and evidence in the allegations, combined with Defendant's refusal to engage in dialogue or provide a detailed explanation of the purported violations, further evidences the breach of the implied covenant of good faith and fair dealing.

53. Such actions by Defendant are contrary to the principles of transparency, fairness, and accountability that are expected in the execution of contractual obligations, especially in the context of punitive measures that have significant impacts on the rights of the contracting party.

54. Plaintiff is entitled to compensatory damages for the losses suffered as a result of Defendant's breach of the implied covenant of good faith and fair dealing.

55. These damages are to compensate Plaintiff for the monetary value of the remaining games in the season for which she was unjustly banned, as well as for the consequential damages stemming from the emotional distress and the impact on Plaintiff's mental and physical health.

56. In addition to compensatory damages, Plaintiff seeks such other legal and equitable relief as this Court deems just and proper, including but not limited to an injunction against Defendant from enforcing the ban and a declaration that Defendant's actions constituted a breach of the implied covenant of good faith and fair dealing as well as an injunction restoring her season tickets.

57. This relief is sought to prevent further harm to Plaintiff and to ensure that Defendant adheres to its contractual obligations in a fair and lawful manner.

### **THIRD CLAIM FOR RELIEF**

*(Violation of the Colorado Consumer Protection Act)*

58. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

59. The Colorado Consumer Protection Act (CCPA), C.R.S. §§ 6-1-105(1)(r), (i), (m), and (n)(III), is designed to protect consumers against unfair, deceptive, fraudulent, and unconscionable trade practices.

60. By banning Plaintiff without a substantiated basis and refusing to provide a clear explanation or evidence of the alleged violations, Defendant engaged in practices that are deceptive and unfair under the CCPA.

61. Specifically, Defendant's actions constitute a deceptive trade practice under C.R.S. § 6-1-105(1)(r), which prohibits the dissemination of false or misleading information to consumers regarding the reasons for banning them from events.

62. The lack of detail and evidence in the allegations made against Plaintiff, coupled with the significant consequences of such actions, including the ban from attending Denver Nuggets games, falls squarely within the type of practices the CCPA seeks to prevent.

63. Moreover, by failing to specify the alleged violations or provide any sort of procedural fairness to Plaintiff to contest or inquire about the basis for the ban, Defendant engaged in unfair methods of competition and unfair or deceptive acts or practices in the conduct of its business, in violation of C.R.S. § 6-1-105(1)(i).

64. Defendant's refusal to engage in meaningful dialogue with Plaintiff or to reconsider the ban in light of the absence of concrete evidence constitutes an unconscionable practice under C.R.S. § 6-1-105(1)(n)(III), which aims to protect consumers from actions that significantly impair their rights and go against the essence of fair conduct.

65. Furthermore, the suspicion that the ban was implemented not because of any real misconduct but rather as a pretext to resell Plaintiff's tickets at a higher price suggests a potential manipulation of ticket availability and pricing.

66. Such practices could be interpreted as creating a monopoly or attempting to control the market in violation of C.R.S. § 6-1-105(1)(m), by artificially reducing the supply of available tickets to the detriment of consumers.

67. The cumulative effect of Defendant's actions has not only caused direct harm to Plaintiff through the loss of access to Denver Nuggets games and the emotional and reputational damages but also undermines the confidence of the public in the fairness and integrity of the ticketing and event access processes managed by Defendant.

68. As a direct and proximate result of Defendant's violations of the CCPA, Plaintiff has suffered damages and is entitled to relief under the Act.

69. The CCPA allows for the recovery of actual damages, restitution, and, in cases of willful violations, the imposition of penalties and attorneys' fees.

70. Plaintiff seeks an order from this Court requiring Defendant to cease its unlawful practices and to take corrective action, including but not limited to the revocation of the unjust ban imposed on Plaintiff and the establishment of clear, fair, and transparent processes for addressing alleged violations of conduct policies in the future.

71. Furthermore, Plaintiff seeks actual damages for the losses incurred as a result of Defendant's deceptive and unfair practices, including the value of the lost opportunity to attend the Denver Nuggets games, as well as punitive damages to deter Defendant and others from engaging in similar conduct in the future.

#### **FOURTH CLAIM FOR RELIEF**

*(Intentional or Reckless Infliction of Emotional Distress)*

72. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

73. Plaintiff has been a fervent supporter of the Denver Nuggets for many years, demonstrating her loyalty through consistent attendance and active engagement at team events.

74. Defendant was aware of Plaintiff's extreme dedication and fanhood towards the team.

75. Despite her exemplary conduct and dedication, Defendant issued a prohibition against Plaintiff without prior notification, barring her from all Denver Nuggets events for the remainder of the season on February 14, 2024.

76. Defendant also revoked Plaintiff's season tickets which she has held for decades; while she can apply for them again, the costs of any new season tickets will be substantially larger than if her season tickets had never been unjustly revoked in the first place.

77. This action was taken unilaterally and without justification, citing vague and unspecified allegations of misconduct on January 29, 2024, and February 4, 2024, related to the NBA Fan Code of Conduct.

78. Such vagueness and the lack of concrete evidence or rationale left Plaintiff bewildered and unable to defend herself against these baseless accusations.

79. Plaintiff vehemently refutes any wrongdoing at the specified events or at any other time, maintaining that her behavior has consistently aligned with the NBA Fan Code of Conduct.

80. Her unblemished history of attending Denver Nuggets games, spanning decades without a single incident or reprimand, underscores the groundless nature of the imposed ban.

81. Plaintiff believes that the ban was motivated not by her conduct but by Defendant's economic interests, specifically their desire to capitalize on the heightened demand for Denver Nuggets tickets by reselling her season tickets at a premium.

82. This belief is reinforced by the timing of the ban and the absence of a credible justification for such drastic action.

83. Efforts by Plaintiff to obtain a detailed explanation or to engage in dialogue with Defendant were met with rejection or inadequate and dismissive responses, highlighting the arbitrary and unfair nature of the ban.

84. It was only after media reports circulated confirming that Defendant had not presented any concrete or specific information or evidence supporting the ban that Defendant presented purported evidence of misconduct, which Plaintiff contests does not demonstrate any breach of the NBA Fan Code of Conduct.

85. The repercussions of this baseless ban on Plaintiff have been profound and far-reaching.

86. She has suffered considerable emotional distress, evidenced by a marked decline in her mental and physical health, stemming from the stress and isolation the ban has precipitated. Plaintiff has lost significant weight and sought professional mental health services due to her emotional distress since the ban.

87. Moreover, the ban has deprived Plaintiff of a cherished source of joy and community, casting her into undue scrutiny and speculation among the fan base and public.

88. Given the lack of due process, transparency, and fairness in Defendant's actions, Plaintiff asserts that such conduct constitutes intentional infliction of emotional distress.

89. The unwarranted and punitive nature of the ban, combined with Defendant's refusal to engage in constructive communication or to provide a valid reason for their actions, has inflicted significant harm upon Plaintiff's emotional well-being, reputation, and financial interests.

#### **PRAYER FOR RELIEF**



WHEREFORE, Plaintiff respectfully demands a trial by jury on Plaintiff's Claims for Relief against Defendant in an amount to be proven at trial, plus interest, costs, and attorney fees.

Respectfully submitted, this 22<sup>nd</sup> day of April 2024.

BAKER LAW GROUP LLC

*s/ Carl Snider*

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*In accordance with C.R.C.P. 121 §1-26(9), a printed copy of this document with original signature(s) is maintained by Baker Law Group, LLC, and will be made available for inspection by other parties or the Court upon request.*