

Settlement Agreement

This Settlement Agreement (“Agreement”) is made and entered into by and between Camp Id-Ra-Ha-Je Association (“Camp”), and Dr. Lisa Roy, in her official capacity as Executive Director of the Colorado Department of Early Childhood (“Department”), and Carin Rosa, in her official capacity as Director of the Colorado Department of Early Childhood’s Division of Early Learning Licensing and Administration (collectively “Defendants”). The Camp and Defendants are collectively referred to as the “Parties.”

Recitals

1. The Camp is a nonprofit organized exclusively for religious, charitable, and educational purposes and operates a “Children’s Resident Camp” in Colorado.
2. “Children’s Resident Camps” are subject to the Child Care Facility Licensing Rules and Regulations (“Rules”) as promulgated by the Department.
3. The Rules require that Children’s Resident Camps that are covered by the Colorado Anti-Discrimination Act (“CADA”) allow campers to use restrooms, shower facilities, dressing areas, and sleeping facilities consistent with their gender identity. The Rules also require that Children’s Resident Camps that are covered by CADA allow campers to “sleep in the same room or tent with individuals whose gender identity is consistent with

their gender identity.” Collectively, these requirements are referred to as the “Gender Identity Rules.”

4. The Camp asserts that its religious beliefs conflict with the Department’s Gender Identity Rules.

5. On May 12, 2025, the Camp sued the Department in Case No. 1:25-cv-01484, pending in the United States District Court for the District of Colorado (“Lawsuit”). The Gender Identity Rules apply only to Children’s Resident Camps that are covered by CADA. The Colorado Civil Rights Commission (CCRC) rules implementing CADA were adopted in 2009 and require covered entities to “allow individuals the use of gender-segregated facilities that are consistent with their gender identity. Gender-segregated facilities include, but are not limited to, restrooms, locker rooms, dressing rooms, and dormitories.” 3 CCR 708-1 Rule 81.9(B). Further, “[i]n gender-segregated facilities where undressing in the presence of others occurs, covered entities shall make reasonable accommodations to allow access consistent with an individual’s gender identity.” *Id.* at (C).

6. To ensure consistency with the CCRC’s rules, the Department¹ adopted the Gender Identity Rules regarding restrooms in 2018. It then

¹Prior to July 1, 2022, the Colorado Department of Human Services was responsible for administering the Child Care Licensing Act, §§ 26-6-101 to 121, C.R.S. (2021), which included all child care licensing for the State of Colorado. § 26-1-201(1)(h), C.R.S. (2021). On July 1, 2022, the Department of Early Childhood was created and the statutory licensing scheme child care facilities was relocated from Article 6 of Title 26 to Article 5 of Title 26.5. Under section 26.5-1-106(1)(a)(I)(A), after July 1, 2022, the Department of Early Childhood is responsible for executing, administering, performing, and

amended those rules to fully reflect the CCRC's requirements for showers, sleeping, and dressing facilities in February 2025.

7. In August of 2024, the Camp submitted written comments to the proposed amendments to the Gender Identity Rules stating "[f]or religious camps there should be a provision for a religious exemption...if it goes against their strongly held beliefs as provided for by the First Amendment."

8. On August 30, 2024, the Department responded that the regulations comply with the Colorado Civil Rights Commission's (Commission) regulations at 3 CCR 708-1 and directed the Camp to seek legal counsel for additional clarification. Exhibit 9 at 1-2.

9. The Department will only enforce the Gender Identity Rules, including 8 CCR 1402-1, sections 2.423.B and D(2), 2.425.I and J, and 2.620.B(4) and (5), against "covered entities," as defined under the Colorado Civil Rights Regulations. *See* 3 CCR 708-1:10.2, 81.9.B and C.

10. The Colorado Civil Rights Regulations define "covered entity" as "any person, business, or institution required to comply with the anti-discrimination provisions of [CADA]." 3 CCR 708-1:10.2.G.

11. However, under § 24-34-601(1), C.R.S., CADA does not apply to places "principally used for religious purposes," which are not considered "places of public accommodation."

enforcing the powers, duties and functions vested in the Department of Human Services prior to July 1, 2022.

12. According to the Complaint and the Camp's Articles of Incorporation, the Camp is a § 501(c)(3) nonprofit, private Christian organization that is organized exclusively for religious, charitable, and educational purposes. Verified Complaint at ¶ 30, Ex. 1.

13. Based on these representations, the Camp is not a "covered entity" or a "place of public accommodation" under CADA and therefore 8 CCR 1402-1, sections 2.423.B and D(2), 2.425.I and J, and 2.620.B(4) and (5), do not apply to it.

14. To avoid the expense and uncertainty of litigation, the Parties have agreed to settle the Lawsuit. To that end, the Parties have agreed to the terms and conditions outlined in this Agreement.

Terms

15. Resolution of Action. To settle this Lawsuit, the Parties agree as follows:

a: The Department will not cite, suspend its license, revoke its license, or otherwise take enforcement action against the Camp based on alleged noncompliance with 8 CCR 1402-1, sections 2.423.B and D(2), 2.425.I and J, and 2.620.B(4) and (5).

b. The Department finds that the Camp is principally used for religious purposes and, as such, is not a "covered entity" under 3 CCR 708-1:10.2 and does not meet the definition of a "place of public accommodation" under § 24-34-601(1), C.R.S.

c. The Department shall add the following language to its Administrative Guide for Rules Regulating Children's Resident Camps on its website for all of the Gender Identity Rules no later than June 20, 2025:

"This rule is intended to mirror the requirements of the Colorado Anti-Discrimination Act (CADA), section 24-34-601 et seq., C.R.S. and its implementing regulations at 3 CCR 708-1. As such, this rule only applies in "places of public accommodation," as defined by statute. This requirement does not apply in churches, synagogues, mosques, or any other place that is principally used for religious purposes. The Department does not provide advisory opinions about whether an entity is covered by CADA."

d. The Department shall also post an information memorandum on the Department's website in its memo series with all other information memos for Children's Resident Camps no later than June 20, 2025, informing that *"Pursuant to section 24-34-601(1), C.R.S., churches, synagogues, mosques, or any "other place that is principally used for religious purposes" are not "places of public accommodation." If a Children's Resident Camp is not a "place of public accommodation," the Gender Identity Rules (8 CCR 1402-1, sections 2.423.B and D(2) (involving restroom and bathing facilities), 2.425.I and J (involving sleeping and changing facilities), and 2.620.B(4) and (5) (involving backpacking and camping)) do not apply to them."*

e. Within ten days (10) of the Department's completion of the items listed in section c. and section d. above, the Camp shall voluntarily dismiss the Lawsuit.

16. Effective Date: This Agreement shall become effective upon full execution by all Parties.

17. Release. The Parties release and forever discharge each other from any claims occurring up to the Effective Date of this Agreement related to the allegations made in the Lawsuit.

18. Amendments. Any amendment to the Agreement must be in writing, signed by the Parties, and expressly state that it is amending this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Scanned or electronically signed versions shall be valid.

20. Joint Draftmanship. This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

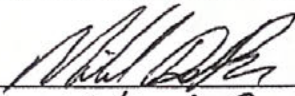
21. Authority to Execute. Each Party to this Agreement, and each person executing it on behalf of any party, hereby represents and warrants

that the undersigned have the authority to execute this document on behalf of the named principal.

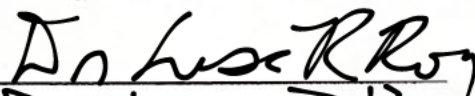
22. Voluntary Agreement. The Parties enter into this Agreement freely and voluntarily, having consulted and been advised by counsel.

Signed in Agreement to the Above Terms:

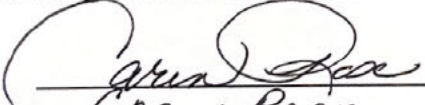
Camp Id-Ra-Ha-Je Association:

By: 
Name: Mike DeBoer
Date: 6/12/2025

**Lisa Roy, in her official capacity as Executive Director of the
Colorado Department of Early Childhood**

By: 
Name: Dr. Lisa R Roy
Date: June 17, 2025

**Carin Rosa, in her official capacity as Director of the Colorado
Department of Early Childhood's Division of Early Learning
Licensing and Administration**

By: 
Name: CARIN ROSA
Date: 6/18/2025

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:25-cv-01484

CAMP ID-RA-HA-JE ASSOCIATION,

Plaintiff,

v.

LISA ROY, in her official capacity as
Executive Director of the Colorado
Department of Early Childhood; and
CARIN ROSA, in her official capacity as
Director of the Colorado Department of
Early Childhood's Division of Early
Learning Licensing and Administration,

Defendants.

PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i) and a settlement agreement reached by Plaintiff and Defendants (attached hereto), Plaintiff hereby gives notice of its voluntary dismissal of this action against all Defendants before the filing of any responsive pleadings by any Defendant.

Respectfully submitted this 24th day of June 2025,

David Cortman
AZ Bar No. 029490
Ryan Tucker
AZ Bar No. 034382
Jeremiah Galus
AZ Bar No. 030469
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s/ Andrea Dill
Andrea Dill
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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on June 24, 2025, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and will serve the same on all parties via email.

s/ Andrea Dill
Andrea Dill