

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Patterson v. Six Flags Theme Parks, Inc.

Patterson · No. 2:21-cv-02398-KJM-AC · Decided March 3, 2025

OPINION

Patterson v. Six Flags Theme Parks Inc.

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 11 Melvin Patterson, No. 2:21-cv-02398-KJM-AC 12 Plaintiff, ORDER AND

13 v. PERMANENT INJUNCTION

14 Six Flags Theme Parks, Inc., et al, 15 Defendants. 16 17 On November 15, 2024, the court
found Six Flags Theme Parks Inc., Six Flags 18 | Entertainment Corp., and Park Management
Corp. (collectively, “Six Flags”) liable for violations 19 | of Title II] of the Americans with
Disabilities Act (ADA), 42 U.S.C. §§ 12181-12189, and 20 | California’s Unruh Civil Rights Act,
Cal. Civ. Code § 51, for failing to accommodate plaintiff 21 | Melvin Patterson’s hearing
disability. See generally ECF No. 84. The court granted permanent 22 | injunctive relief and
ordered the parties to meet and confer on the scope of the injunction, 23 | Patterson to submit a
proposed injunction, Six Flags to file a response and Patterson a reply. See 24 | id. at 19-20. The
parties have made these filings. See Pl.’s Status Rep., ECF No. 86; □□□□ 25 | Proposed Inj.,
ECF No. 85; Defs.’ Status Rep. & Opp’n (Opp’n), ECF No. 87; Reply, ECF No. 26 | 88. Having
reviewed them, the court orders as follows. 27 | JI

1 I. BACKGROUND

2 Following a bench trial, the court found Six Flags failed to accommodate Patterson’s 3 hearing
disability in violation of the ADA and the Unruh Act on nine separate occasions in 2021 4 when
he expressed a desire to visit Six Flags Discovery Kingdom and was not provided with an 5
American Sign Language (ASL) interpreter. See Order (Nov. 15, 2024) at 15. For each one of 6
these violations the court found Six Flags had failed to properly train its employees at Discovery 7
Kingdom and at its national call center on arranging ASL interpreters for prospective guests. See 8
id. at 13–14. The court found Six Flags staff did not properly communicate ASL interpreter 9
requests because employees at the national call center were not allowed to communicate with 10
employees at Discovery Kingdom and employees at the national call center were not required to
11 escalate accommodation requests to their supervisors. See id. The court found Patterson was 12
entitled to a permanent injunction and ordered him to submit a proposed injunction addressing the

13 following five issues: 14 A definition of “good faith efforts” at accommodation and how specifically Six 15 Flags will implement them. 16 Provisions to require comprehensive staff training on ADA compliance and 17 handling of ADA interpreter requests. 18 Provisions requiring forwarding of customer requests to appropriate staff members 19 to secure sign language interpreter services. 20 Provisions to establish contracts with ASL interpreter services to ensure the timely 21 provision of interpreters. 22 Provisions to conduct internal audits for ADA compliance and accommodation 23 practices. 24 See *id.* at 20. Patterson has now submitted a proposed injunction outlining in detail how Six 25 Flags will retrain its staff to properly handle requests from those with hearing disabilities. See 26 generally Pl.’s Proposed Inj. 27 ////

1 II. OBJECTIONS

2 Six Flags has raised three objections to Patterson’s proposed injunction. See Opp’n at 4–6. 3 First, Six Flags argues Patterson’s proposed requirement that Six Flags offer Video Remote 4 Interpreting (VRI) is not a requirement mandated by the ADA nor was it referenced in the court’s 5 Findings of Fact and Conclusions of Law. See *id.* at 4–5. Second, Six Flags argues Patterson’s 6 proposed injunction is overbroad because it attempts to bind Six Flags parks that are not covered 7 by the case before the court. See *id.* at 5–6. And third, Six Flags argues Patterson’s proposed 8 injunction is overbroad because it is not tailored to his injuries as found in the Findings of Fact 9 and Conclusions of Law and is thus more burdensome to the defendant than necessary for 10 granting complete relief to Patterson. See *id.* at 6. 11 In addition to its objections, Six Flags has submitted its own proposed injunction and a 12 red-lined version of Patterson’s proposed injunction that modifies, deletes, or inserts language. 13 See Defs.’ Proposed Inj., ECF No. 87-1; Defs.’ Redlines, ECF No. 87-2. 14 The court declines all of Six Flags’ proposed changes unaccompanied by legal 15 justification unless otherwise explained below. Further, the court construes Six Flags’ objections 16 as two instead of three: one, that Patterson’s proposed injunction binds parties not before the 17 court and, two, that Patterson’s proposed injunction is overbroad because it grants more relief 18 than is necessary to cure Patterson’s injury. The court addresses each in turn. 19 A. Parties Before the Court 20 Six Flags argues Patterson’s injunction is overly broad because it seeks to enjoin parties 21 not before the court, including Six Flags parks other than Discovery Kingdom. See Opp’n at 6. 22 In its redlines of Patterson’s injunction, presumably based on the same argument, Six Flags 23 opposes successors in interest to Six Flags being subjected to the injunction. See Defs.’ Redlines 24 at 2. Six Flags makes this argument with reference to the Ninth Circuit’s decision in *Zepeda v. 25 United States Immigration & Naturalization Service*, in which the Circuit determined a district 26 court needs personal jurisdiction and subject matter jurisdiction over the parties to enforce an 27 injunction and the district court must, therefore, “tailor the injunction to affect only those persons 28 over which it has power.” 753 F.2d 719, 727 (1983). 1 As Patterson points out, the court has personal jurisdiction over Six Flags Entertainment 2 Corporation as it is a defendant in this case. See Reply at 7. Thus, all of its parks could 3 potentially be enjoined. See *id.* (citing *Zepeda*, 753 F.2d at 727

(holding injunctions may bind 4 “parties to the action” and “persons in active concert or participation with [the parties]”)). 5 Further, Six Flags misreads Zepeda. In that case, the Circuit was addressing a preliminary 6 injunction in a case in which the plaintiff had not yet obtained certification of a class. 753 F.2d at 7 727–28. The preliminary injunction could not, therefore, affect would-be class members as they 8 were not yet properly before the court. See *id.* Clearly, a court can enjoin those who are “in 9 active concert or participation” with Six Flags under Rule 65. See Fed. R. Civ. P. 65(d)(2)(C). A 10 court can also enjoin successors in interest. See *E. & J. Gallo Winery v. Gallo Cattle Co.*, 967 11 F.2d 1280, 1298 (9th Cir. 1992) (citing *Regal Knitwear v. NLRB*, 324 U.S. 9, 14–15 (1945)). The 12 court finds Patterson’s proposed injunction does not improperly enjoin parties under Rule 65. 13 B. Scope of the Injunction 14 Six Flags argues Patterson’s proposed injunction is overbroad because it is more 15 burdensome than necessary to provide Patterson with complete relief. See *Opp’n* at 6 (citing *Epic 16 Games v. Apple*, 73 F.4th 785, 787 (M. Smith, J. concurring) (citing *Califano v. Yamasaki*, 17 442 U.S. 682, 702 (1979))). As noted, Six Flags argues the proposed injunction is overbroad 18 because it mandates Six Flags offer VRI services even though the court did not reference VRI in 19 its Findings of Fact and Conclusions of Law. See *id.* at 4–5. Six Flags also argues Patterson’s 20 proposed injunction is overbroad because it enjoins all of Six Flags’ parks when Patterson’s 21 injuries only stemmed from his interactions with Six Flags’ staff at Discovery Kingdom and the 22 national call center. See *id.* at 6. 23 For VRI, while the court did not reference this particular service in its Findings of Fact 24 and Conclusions of Law, the court did discuss Patterson’s inability to understand messages over 25 the loudspeakers when he went to Six Flags. See Order (Nov. 15, 2024) at 4. The court also 26 noted Six Flags Discovery Kingdom’s current policies continue to pose safety problems for 27 Patterson if he cannot obtain a translator, as he cannot hear important safety messages over the 28 loudspeakers. See *id.* at 18. Further, as Patterson points out, the court asked Patterson to 1 specifically address what constitutes a “good faith effort” by Six Flags to provide 2 accommodations for guests who fail to request an ASL interpreter seven days in advance of their 3 trip to Discovery Kingdom. See Reply at 11–12; Order (Nov. 15, 2024) at 20. An 4 accommodation through provision of VRI is an example of one such good faith effort. See Reply 5 at 12. While as Six Flags points out, the ADA does not expressly mandate providing VRI 6 services, see *Opp’n* at 5 (citing *Updike v. Multnomah County*, 870 F.3d 939, 956, 958 (9th Cir. 7 2017)), it does not bar them either, see Reply at 12 (citing 42 U.S.C. § 12103(1)(A) 8 (contemplating a variety of “auxiliary aids and services”)). Instead, as Patterson points out, VRI 9 is one of the accommodations a place of public accommodation reasonably can provide to visitors 10 with hearing disabilities to meet ADA requirements. See Reply at 12. Further, making VRI 11 available responds to the scope of Patterson’s injury, as he visited Discovery Kingdom without 12 the aid of an interpreter and could not understand the safety messages Six Flags made over the 13 loudspeakers. See Order (Nov. 15, 2024) at 4. Patterson’s proposed VRI requirement is within 14 the scope of the injunction the court has granted against Six Flags. 15 Six Flags is on better

ground when it argues an injunction over all of its parks would be overly broad as it would be more burdensome than necessary to provide Patterson with complete relief. Opp’n at 6. The injury Patterson experienced was due to employees at the national call center and at Six Flags Discovery Kingdom failing to provide him with accommodations on the nine occasions he desired to visit Discovery Kingdom. See generally Order (Nov. 15, 2024). Patterson argues the injunction should apply to all of Six Flags’ parks because each park has similar policies as evidenced by the trial testimony of Jeremy Bushek, Six Flags’ national call center manager. See Reply at 5–7. Patterson also argues the injunction should be applied to all of Six Flags’ parks because he was a Gold Pass member and could have gone to any of the parks. See id. at 7. But there is no evidence he experienced an injury at any of the other parks. In fact, the one-time Patterson planned a visit to a Six Flags Park other than Discovery Kingdom—a proposed trip to Magic Mountain in the summer of 2024—Six Flags provided him with accommodations. See Order (Nov. 15, 2024) at 8. The court sustains Six Flags’ objection to Patterson’s proposed injunction applicable to all of its parks. The injunction the court approves will apply only to Six Flags Discovery Kingdom and the national call center’s interactions with guests seeking accommodations at Six Flags Discovery Kingdom.

3 III. INJUNCTION

4 The court approves a permanent injunction against Six Flags Discovery Kingdom in the form that follows: 6 A. Definitions 7 1. Defendants: 8 a. Six Flags Theme Parks, Inc. 9 b. Six Flags Entertainment Corporation. 10 c. Park Management Corporation. 11 d. Any parent, subsidiary, or affiliated entities involved in operating or 12 managing Six Flags Discovery Kingdom; providing guest services; operating 13 or staffing the national call center; processing accommodation requests at 14 Discovery Kingdom or at the national call center; training Discovery Kingdom 15 or call center staff; and developing or implementing accessibility policies at 16 either, provided they are served with this Order. 17 e. Any successor entities to any of the above. 18 2. ASL: American Sign Language 19 3. VRI: Video Remote Interpreting services providing real time interpreting 20 through high quality audio and video technology. 21 4. Park Operations Office: The designated department or team within Six 22 Flags Discovery Kingdom responsible for coordinating guest services, 23 including interpreter arrangements. 24 5. Public-Facing Staff: Employees at Discovery Kingdom or at the national 25 call center who directly interact with guests (e.g., customer service 26 representatives, call center staff, ticket booth personnel, guest relations 27 employees). 28 6. Good Faith Efforts: Genuine attempts to secure and provide 29 accommodations, demonstrated through: 30 a. Contacting multiple interpreter agencies within 24 hours of receiving a 31 request. 32 b. Maintaining detailed records of all attempts to secure interpreters, including 33 dates, times, and outcomes of each contact. 34 // 1 c. Proactively communicating with guests about the status of their requests and 2 any challenges encountered. 3 d. Exploring and offering appropriate alternative accommodations if an 4 interpreter cannot be secured. 5 e. Implementing escalation procedures when initial attempts are unsuccessful. 6 f.

Maintaining relationships with multiple interpreter agencies to increase the 7 likelihood of securing services. And, 8 g. Documenting all steps taken and decisions made throughout the process. 9 These efforts must reflect a genuine commitment to providing effective communication and 10 should demonstrate reasonable diligence in pursuing all available options to meet the guest's 11 needs. 12 7. Park Visit: The duration of a guest's presence at Six Flags Discovery 13 Kingdom during operating hours on a given day. 14 8. Comprehensive Interpreter Services: ASL interpretation covering all 15 aspects of a Park Visit at Six Flags Discovery Kingdom, including safety 16 instructions, show narratives, ride information, dining interactions, and 17 guest services. 18 9. Emergency Situations: Urgent circumstances requiring immediate 19 communication, such as safety or medical emergencies, when an on-site 20 interpreter is not immediately available. 21 B. Notice, Scope and Applicability 22 This Order applies to Discovery Kingdom and Six Flags' national call center operated by 23 Defendants (including any parent, subsidiary, or affiliated entities) as well as officers, agents, 24 servants, employees, attorneys, and all persons in active concert or participation with Defendants 25 at the national call center or at Discovery Kingdom who have actual notice of this Order pursuant 26 to Rule 65 of the Federal Rules of Civil Procedure. Defendants are responsible for providing 27 actual notice of this Order to all officers, agents, servants, employees, attorneys and all persons in 28 // 29 // 30 // 31 // 32 // 1 active concert or participation with Defendants at the national call center or at Discovery 2 Kingdom. 3 C. Required Actions 4 1. Website Accessibility 5 The Six Flags Discovery Kingdom website shall be updated to include: 6 a. An "Attraction Accessibility" link prominently under "Plan Your Visit." 7 b. An online request form dedicated to ASL interpreter services. 8 c. The international sign language symbol linking to the request form. 9 d. A dedicated email address for ASL interpreter requests. 10 e. A dedicated telephone phone number for trained staff who can assist with 11 ASL requests. 12 f. Clear instructions explaining: 13 i. How to request an interpreter. 14 ii. Expected response times. 15 iii. Required information for requests. 16 iv. Available alternative communication methods. 17 v. Availability of VRI for emergencies. 18 vi. The scope of comprehensive interpreter services. 19 2. ASL Service Request Processing 20 a. General Requirements for all requests: 21 i. Acknowledge receipt within 24 hours of the next business day. 22 ii. Document the request in a centralized tracking system (e.g., Salesforce) 23 that is regularly maintained to track ASL interpreter service requests. 24 iii. Forward the request to the Park Operations Office of Six Flags 25 Discovery Kingdom. 26 iv. Each guest requesting ASL interpreter services shall be assigned a 27 single point of contact (POC) to ensure consistent communication. If the 28 assigned POC is unavailable, a designated backup contact at the park shall 29 promptly assist the guest and have equivalent authorization to address the 30 request. Defendants shall maintain updated backup contact information to 31 avoid delays. 32 v. Document all communications in a centralized system. 1 vi. Follow established escalation procedures, if needed, to process a request 2 for ASL interpreter services. 3 b. Requests Made 7 or More Days in Advance: 4 i. Confirm interpreter availability within 3 business days (absent 5

extenuating circumstances not attributable to defendants). 6 ii. Defendants must demonstrate good faith efforts in securing interpreter 7 services, including attempting to schedule with multiple agencies if the first 8 attempt is unsuccessful. 9 iii. Provide written confirmation to the guest when scheduled. 10 iv. Provide written communication until service delivery. 11 v. Confirm the scope of requested services. 12 c. Requests Made Less than 7 Days in Advance: 13 i. Attempt to secure an interpreter immediately. 14 ii. Inform the guest of availability within 24 hours of the next business day. 15 iii. Document all good faith efforts to obtain interpreter services through 16 more than one ASL interpreter agency, including all attempts to secure 17 services and alternative solutions explored. 18 iv. Escalate to a supervisor for priority handling. 19 v. Offer VRI as an emergency backup. 20 d. Handling Multiple Contact Attempts by the Same Guest: 21 i. Identify and consolidate repeat requests. 22 ii. Prioritize handling for guests with multiple attempts. 23 iii. Require supervisor review of repeat requests. 24 e. Interdepartmental Communication 25 i. Ensure real-time information sharing between national call center and 26 Discovery Kingdom. 27 ii. Establish clear protocols for transferring requests. 28 iii. Designate contacts at each facility with backups for urgent situations. 29 // 30 // 31 // 1 f. Scope of Interpreter Services During Discovery Kingdom Visits 2 i. If an in-person interpreter is provided, they shall be available to interpret 3 all communications throughout the guest's visit, including: attraction safety 4 briefings and instructions, live shows and entertainment, guest services 5 (ticketing, guest relations, etc.), dining and retail interactions, emergency 6 announcements. 7 ii. Discovery Kingdom shall provide interpreters with schedules, show 8 times, and relevant operational information. 9 iii. For multiple deaf or hard of hearing guests on the same day, provide a 10 sufficient number of interpreters so all guests' needs are met. 11 3. Staff Authorization and Training 12 a. National Call Center Staff: 13 i. May accept ASL requests directly. 14 ii. Must forward requests promptly to the appropriate park office. 15 iii. Provide guests with a tracking or reference number. 16 iv. Authorized to escalate urgent requests. 17 b. Public-Facing Staff at Discovery Kingdom Training: 18 i. Cover ADA requirements for effective communication. 19 ii. Detail proper handling and documentation of ASL requests. 20 iii. Include protocols for interacting with guests who need ASL services. 21 iv. Provide regular refresher training at least annually. 22 v. Document training completion. 23 vi. Train pertinent staff in VRI equipment use and troubleshooting. 24 4. Interpreter Service Agreements 25 Discovery Kingdom shall: 26 a. Maintain active agreements with at least two ASL interpreter providers that: 27 i. Allow for per-request billing. 28 ii. Provide for scheduled and urgent requests. 29 iii. Establish defined response times in service-level agreements that allow 30 for the provision of ASL interpreter services in less than seven days and seven 31 days or more. 32 iv. Are located within 60 miles of Discovery Kingdom. 1 v. Provide qualified interpreters as required by the ADA. 2 b. Maintain backup ASL provider relationships who can accommodate last 3 minute requests in case the established service providers cannot meet the 4 requests. 5 5. Video Remote Interpreting (VRI) 6 a. Equipment and Services: 7 i. Maintain high-quality video devices with reliable internet. 8 ii. Keep at least one device (Tablet) available. 9 iii. Contract with

an ADA-compliant VRI provider. 10 iv. Establish clear procedures for rapid VRI use. 11 b. Technical Standards: 12 i. VRI must meet 28 CFR § 36.303(f) requirements, including real-time, 13 full-motion video, clear audio, and no lags. 14 c. Appropriate Use: 15 i. VRI supplements but does not replace scheduled on-site interpreters. 16 ii. Use VRI only for emergencies, brief communications, or when 17 requested by the guest. 18 iii. Typically should be used for one-on-one interactions. 19 iv. Document reasons for using VRI instead of an on-site interpreter. 20 d. Staff VRI Training: 21 i. Equipment setup and operation. 22 ii. Positioning and troubleshooting. 23 iii. Emergency deployment procedures. 24 e. Testing and Maintenance 25 i. Weekly equipment tests. 26 ii. Monthly provider connection tests. 27 iii. Regular updates and maintenance. 28 iv. Backup power supplies and documentation of all testing. 29 // 1 6. Quality Assurance 2 a. System Testing: 3 i. Monthly test requests via the website. 4 ii. Quarterly test calls to the National Call Center. 5 iii. Document response times and results. 6 iv. Implement corrective actions as needed. 7 b. Guest Feedback: 8 i. Provide post-service surveys. 9 ii. Maintain a clear complaint procedure. 10 iii. Review feedback on a quarterly basis and implement improvements. 11 D. Documentation and Reporting 12 1. Request Tracking 13 Defendants shall maintain written or electronic records of: 14 a. Each ASL service request received. 15 b. Response times from initial request to confirmation. 16 c. Whether ASL services were ultimately provided. 17 d. If services were not provided: 18 i. The documented reason for the denial. 19 ii. Any alternative accommodations offered. 20 iii. All communications with the guest regarding the request. 21 e. Multiple contact attempts to request an interpreter by the same guest. 22 f. Escalation actions taken. 23 g. VRI usage. 24 h. Full scope of services provided during each visit. 25 i. Documentation of good faith efforts made to secure interpreter services, 26 including: 27 i. Details of all interpreter agencies contacted. 28 ii. Dates and times of contact attempts. 1 iii. Responses received from each agency. 2 iv. Alternative accommodations considered and offered. 3 v. Steps taken to overcome any barriers to service provision. 4 2. Compliance Reports 5 Defendants shall submit quarterly compliance reports to the court. Each report shall 6 include: 7 a. Number of ASL requests received during the reporting period. 8 b. Response times and the initial percentage of requests answered within 9 specified timeframes. 10 c. Fulfilment rates (i.e., how many requests were successfully 11 accommodated). 12 d. Issues identified during the reporting period. 13 e. Corrective measures taken, if any, to prevent future failures. 14 f. Analysis of multiple contact attempts and resolutions. 15 g. Summary of guest feedback and resulting improvements. 16 h. Documentation of test results and corrective actions. 17 i. Status of staff training completion and effectiveness. 18 j. VRI usage statistics including: 19 i. Number of times deployed. 20 ii. Reasons for use. 21 iii. Any technical issues encountered. 22 iv. Guest feedback on VRI experiences. 23 v. Equipment testing and maintenance logs. 24 k. Analysis of interpreters provided. 25 i. Number of interpreters provided. 26 ii. Guest feedback on interpreters. 27 iii. Recommendations for service improvements. 28 // 29 // 1 E. Implementation Timeline 2 Defendants shall adhere to the following schedule: 3 1. Within 30 Days of this Order: 4 a. Develop and update policies and

procedures to comply with this Order. 5 b. Create training materials to ensure staff understanding. 6 c. Initiate or update vendor contracts with ASL interpretation providers. 7 d. Establish quality assurance procedures. 8 e. Purchase and Install VRI equipment. 9 f. Establish VRI service contracts. 10 g. Complete VRI staff training. 11 h. Test VRI systems and procedures. 12 2. Within 60 Days of this Order: 13 a. Complete initial training of all public-facing staff. 14 b. Test the request intake, tracking, and response processes. 15 c. Implement feedback mechanisms. 16 d. Begin system testing procedures. 17 3. Within 90 Days of this Order: 18 a. Fully implement all website modifications and request procedures. 19 b. Begin full operation under the updated policies and protocols. 20 c. Submit the initial compliance report to the court. 21 d. Complete first round of quality assurance testing. 22 F. Implementation Timeline 23 1. Court Oversight: 24 a. The court shall retain jurisdiction to enforce this Order for three (3) years 25 from the date of entry. 26 b. Within a reasonable time, not to exceed 30 days, after receiving a written 27 request from plaintiff's counsel, defendants shall permit plaintiff's counsel to 28 review the records required to be maintained by this Order, including but not 29 limited to ASL service request logs, compliance reports, and training 30 documentation, to verify compliance. 1 c. The court may require additional reporting or modifications based on 2 compliance issues. 3 2. Modification of the Order 4 This Order may be modified only by: 5 a. A written agreement signed by all parties and approved by the court; or 6 b. A motion showing good cause for modification, which the court grants. 7 3. Non-Compliance & Remedies 8 If at any time defendants fail to comply with any provision of this Order, the court may, 9 upon motion or its own initiative, impose sanctions or other appropriate relief, including but not 10 limited to monetary sanctions, attorneys' fees and costs for enforcement, additional compliance 11 requirements, or any other remedy authorized by law to ensure compliance. 12 G. Costs and Fees 13 Defendants are responsible for the costs of implementing this Order. Nothing herein 14 affects plaintiff's right to attorneys' fees or costs as previously awarded or as may be awarded by 15 the court for work related to this Order. 16 H. Appellate Rights 17 Defendants have not waived any appellate rights including but not limited to appealing 18 any rulings made or orders entered throughout the course of the case including the November 15, 19 2024, Findings of Fact and Conclusions of Law and this Order. 20 I. Effective Date 21 This Order is effective immediately upon its entry by the court. 22 This Order resolves ECF No. 85. 23 IT IS SO ORDERED. 24 DATED: February 28, 2025. 25