

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 07-CV-598-LTB-MEH

COLORADO CROSS-DISABILITY COALITION, a Colorado non-profit corporation,
TIMOTHY J. COENEN,
JULIE REISKIN, and
LORAINA A. JOHNSON

Plaintiffs,

v.

GREYHOUND LINES, INC., a Delaware corporation,
CUSA PARTS, LLC, D/B/A POWDER RIVER TRANSPORTATION, a Delaware corporation,
BURLINGTON STAGE LINES, LTD, D/B/A BURLINGTON TRAILWAYS, an Iowa
corporation, and
TEXAS, NEW MEXICO AND OKLAHOMA (TNM&O) COACHES, INC., a Delaware
corporation,

Defendants.

DEFENDANT BURLINGTON STAGE LINES, LTD'S ANSWER TO COMPLAINT

Defendant, Burlington Stages Lines, Ltd., d/b/a Burlington Trailways (hereinafter
“Burlington Trailways”), by and through its counsel, hereby answers Plaintiffs’ Complaint as
follows:

INTRODUCTION

1. Burlington Trailways admits that it provides over-the-road bus transportation.
Burlington Trailways denies all remaining allegations in Paragraph 1 of the Complaint.

2. Burlington Trailways admits that Kevin Williams, counsel for Plaintiffs, sent a demand letter to Burlington Trailways, and that Burlington Trailways responded. Burlington Trailways denies all remaining allegations in Paragraph 2 of the Complaint.

3. To the extent the allegations in Paragraph 3 of the Complaint are directed toward Burlington Trailways, Burlington Trailways denies those allegations. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in Paragraph 3 of the Complaint regarding the other Defendants and, therefore, denies them.

4. The allegations in Paragraph 4 of the Complaint are not directed to Burlington Trailways and, therefore, Burlington Trailways does not respond to these allegations.

JURISDICTION

5. Paragraph 5 of the Complaint is an invocation of jurisdiction to which no response is required. To the extent a response is required, however, Burlington Trailways denies that it committed any violations of federal law and denies all remaining allegations in Paragraph 5 of the Complaint.

6. Burlington Trailways admits the allegations in Paragraph 6 of the Complaint.

PARTIES

7. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 7 of the Complaint and, therefore, denies them.

8. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 8 of the Complaint and, therefore, denies them.

9. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint and, therefore, denies them.

10. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 10 of the Complaint and, therefore, denies them.

11. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint and, therefore, denies them.

12. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint and, therefore, denies them.

13. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint and, therefore, denies them.

14. Burlington Trailways admits that it is an Iowa Corporation with a principal business address of 906 Broadway, West Burlington, IA 52655. Upon information and belief, Burlington Trailways denies the remaining allegations in Paragraph 14 of the Complaint.

GENERAL ALLEGATIONS

15. Burlington Trailways admits that it interlines with Greyhound Lines, Inc.

Burlington Trailways denies all remaining allegations in Paragraph 15 of the Complaint.

16. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 16 of the Complaint and, therefore, denies them.

17. Paragraph 17 of the Complaint constitutes a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

18. Burlington Trailways admits that it operates over-the-road bus services and that it has received discrete and limited federal financial assistance. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in Paragraph 18 of the Complaint and, therefore, denies them.

19-28. The allegations in Paragraphs 19 through 28 of the Complaint are not directed to Burlington Trailways and, therefore, Burlington Trailways does not respond to those allegations. To the extent a response is required, however, Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraphs 19 through 28 of the Complaint and, therefore, denies them.

29. Burlington Trailways denies the allegations in Paragraph 29 of the Complaint. Burlington Trailways affirmatively states that it did not (and does not) operate a bus schedule between Denver and Sterling, Colorado which allows any passenger to travel to Sterling for one day and return to Denver the same day. Further, Burlington Trailways affirmatively states that

that it had more than one accessible bus in 2005, and that it did not employ a "Julie Delaney" or "Gary" or operate a "Call Center."

30-35. The allegations in Paragraphs 30 through 35 of the Complaint are not directed to Burlington Trailways and, therefore, Burlington Trailways does not respond to those allegations. To the extent a response is required, however, Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraphs 30 through 35 of the Complaint and, therefore, denies them.

36. Burlington Trailways admits that it told Ms. Reiskin she needed to purchase a ticket in order to make a reservation and that she called Burlington Trailways on September 12, 2006 to purchase a ticket and make a reservation. Burlington Trailways denies the remaining allegations in Paragraph 36 of the Complaint directed towards Burlington Trailways. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 36 regarding Greyhound or Black Hills and, therefore, denies them.

37. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 37 of the Complaint and, therefore, denies them.

38. To the extent the allegations in Paragraph 38 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

39-42. The allegations in Paragraphs 39 through 42 of the Complaint are not directed to Burlington Trailways and, therefore, Burlington Trailways does not respond to those allegations. To the extent a response is required, however, Burlington Trailways is without sufficient

information or knowledge to form a belief as to the truth of the allegations in Paragraphs 39 through 42 of the Complaint and, therefore, denies them.

43. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 43 of the Complaint and, therefore, denies them.

44. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 44 of the Complaint and, therefore, denies them.

45. To the extent the allegations in Paragraph 45 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

46. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 46 of the Complaint and, therefore, denies them.

47. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 47 of the Complaint and, therefore, denies them.

48. To the extent the allegations in Paragraph 48 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them. Burlington Trailways further denies it has discriminated against any of the Plaintiffs in violation of federal law.

49. To the extent the allegations in Paragraph 49 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them. Burlington Trailways further denies it has discriminated against any of the Plaintiffs in violation of federal law.

50. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 50 of the Complaint and, therefore, denies them.

51. Burlington Trailways denies the allegations in Paragraph 51 of the Complaint.

52. Burlington Trailways denies the allegations in Paragraph 52 of the Complaint.

53. Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 53 of the Complaint and, therefore, denies them. Burlington Trailways further denies it has discriminated against any of the Plaintiffs in violation of federal law.

54. Burlington Trailways denies the allegations in Paragraph 54 of the Complaint.

55. Burlington Trailways denies the allegations in Paragraph 55 of the Complaint.

FIRST CLAIM FOR RELIEF
(Violations of the Americans with Disabilities Act)

56. Burlington Trailways incorporates its responses to Paragraphs 1 through 55 as if set forth herein.

57. Paragraph 57 of the Complaint contains a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

58. Burlington Trailways admits that it operates over-the-road bus services for the public and that its operations affect commerce. Burlington Trailways denies all remaining allegations in Paragraph 58 of the Complaint.

59. The allegations in Paragraph 59 of the Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, however, Burlington

Trailways denies the allegations in Paragraph 59 of the Complaint.

60. The allegations in Paragraph 60 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

61. Burlington Trailways denies the allegations in Paragraph 61 of the Complaint.

62. The allegations in Paragraph 62 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

63. To the extent the allegations in Paragraph 63 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

64. The allegations in Paragraph 64 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

65. To the extent the allegations in Paragraph 65 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

66. The allegations in Paragraph 66 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

67. To the extent the allegations in Paragraph 67 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

68. The allegations in Paragraph 68 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington

Trailways states that the applicable laws speak for themselves.

69. To the extent the allegations in Paragraph 69 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

70. The allegations in Paragraph 70 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

71. To the extent the allegations in Paragraph 71 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

72. The allegations in Paragraph 72 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

73. To the extent the allegations in Paragraph 73 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

74. To the extent the allegations in Paragraph 74 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

SECOND CLAIM FOR RELIEF
(Violations of Section 504 of the Rehabilitation Act)

75. Burlington Trailways incorporates its responses to Paragraphs 1 through 74 as if set forth herein.

76. The allegations in Paragraph 76 of the Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

77. The allegations in Paragraph 77 of the Complaint contain a legal conclusion to

which no response is required. To the extent a response is required, however, Burlington Trailways states that the applicable laws speak for themselves.

78. Burlington Trailways admits that it has received discrete and limited federal financial assistance. Burlington Trailways denies all remaining allegations in Paragraph 78 of the Complaint.

79. To the extent the allegations in Paragraph 79 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

80. To the extent the allegations in Paragraph 80 of the Complaint are directed to Burlington Trailways, Burlington Trailways denies them.

THIRD CLAIM FOR RELIEF
(Against Greyhound Lines, Inc. and Texas,
New Mexico, and Oklahoma Coaches, Inc.:
Colorado Consumer Protection Act)

81. Burlington Trailways incorporates its responses to Paragraphs 1 through 80 as if set forth herein.

82 -88. The allegations in Paragraphs 82 through 88 of the Complaint are not directed to Burlington Trailways and, therefore, Burlington Trailways does not respond to those allegations. To the extent a response is required, however, Burlington Trailways is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraphs 82 through 88 of the Complaint and, therefore, denies them.

ANSWER TO PRAYER FOR RELIEF

The paragraph immediately following Paragraph 88 of the Complaint, labeled as subparagraphs 1 through 5, constitutes a prayer for relief, to which no response is required. To the extent a response is required, however, Burlington Trailways denies the allegations in each

subparagraph.

Burlington Trailways denies all allegations in the Complaint not specifically admitted herein.

AFFIRMATIVE DEFENSES

1. The Complaint, in whole or in part, fails to state a claim upon which relief can be granted.
2. Plaintiffs' claims are barred by the applicable statute of limitation.
3. The Complaint, in whole or in part, is barred by Plaintiffs' failure to exhaust their administrative remedies.
4. Plaintiff Colorado Cross-Disability Coalition's claims are barred by its lack of standing.
5. Upon information and belief, Plaintiffs have failed to mitigate their damages, if any.
6. All of Burlington Trailways' actions were taken in good faith efforts to comply with federal law.
7. Burlington Trailways reserves the right to move for separate trials under Fed.R.Civ.P. 42(b).
8. Plaintiffs' damages and losses, if any, were caused by the conduct of third persons over whom Burlington Trailways had no control or right to control.

Burlington Trailways reserves the right to (a) rely upon such other affirmative defenses as may be supported by the facts to be determined through full and complete discovery, and (b) to voluntarily withdraw any affirmative defense.

PRAYER FOR RELIEF

WHEREFORE, having fully answered and responded to the allegations of the Amended Complaint, Burlington Trailways hereby prays that:

- (1) Plaintiffs' claims be dismissed with prejudice in their entirety;
- (2) Each and every prayer for relief contained in the Amended Complaint be denied;
- (3) Judgment be entered in favor of Burlington Trailways;
- (4) All costs, including reasonable attorney fees, be awarded to Burlington Trailways and against Plaintiffs, jointly and severally, pursuant to applicable law; and
- (5) Burlington Trailways be granted such other and further relief as this Court may deem just and proper.

Respectfully submitted this 15th day of June, 2007.

BROWNSTEIN HYATT FARBER SCHRECK,
P.C.

s/ Susan P. Klopman

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(303) 223-1100

ATTORNEYS FOR DEFENDANT
BURLINGTON STAGE LINES, LTD, d/ba/
BURLINGTON TRAILWAYS

CERTIFICATE OF MAILING

The undersigned hereby certifies that on this 15th day of June, 2007, a true and correct copy of the foregoing **DEFENDANT BURLINGTON STAGE LINES, LTD'S ANSWER TO COMPLAINT** with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following e-mail address:

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