

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 07-cv-00598-LTB-MEH

COLORADO CROSS DIABILITY COALITION et al.,

Plaintiffs,

v.

GREYHOUND LINES, INC. et al.

Defendants.

GREYHOUND AND TNM&O'S ANSWER TO COMPLAINT

Defendants, GREYHOUND LINES, INC. (“Greyhound”) and TNM&O (together, “defendants”), by undersigned counsel, submit the following answer to plaintiffs’ complaint.

1. With respect to the allegations contained in paragraph 1, defendants provide over-the-road bus transportation and deny all remaining allegations.

2. With respect to the allegations contained in paragraph 2, TNM&O responded by letter dated September 6, 2006, and explained the personnel problem and the action being taken. With respect to plaintiff CCDC’s letter to Greyhound, Greyhound forwarded it to TNM&O for a response.

3. To the extent they are directed toward defendants, deny the allegations in paragraph 3. Defendants are without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in paragraph 3 and therefore neither admit nor deny them.

4. The allegations in paragraph 4 are not directed to defendants and therefore defendants do not respond to these allegations. To the extent a response is required, the allegations are denied.

5. Paragraph 5 is an invocation of jurisdiction to which no response is required. To the extent a response is required, deny that defendants committed any violations of federal law and deny all remaining allegations.

6. Admit the allegations in paragraphs 6, 13, and 83.

7. Are without sufficient knowledge and information to form a belief as to the truth of the allegations contained in paragraphs 7, 8, 9, 10, 12, 14, 33, 40, and 43, and therefore neither admit nor deny.

8. With respect to the allegations contained in paragraph 11, Greyhound is a Delaware corporation with its principal place of business at 15110 N. Dallas Parkway, Dallas, TX 75248 and a subsidiary of Laidlaw Transportation Holdings, Inc., a Delaware Corporation. All remaining allegations are denied.

9. With respect to the allegations contained in paragraph 15, defendants are concurring members of the National Bus Traffic Assn. with Powder River and Burlington but deny that there are separate contracts referred to as interline agreements.

10. With respect to the allegations contained in paragraph 16, TNM&O operates OTRB buses and TNM&O is a subsidiary of Greyhound. Both Greyhound and TNM&O are concurring members of the National Bus Traffic Assn. whereby members agree for the convenience of passengers to sell tickets that allow a passenger to buy one ticket instead of

multiple tickets over different lines and each member agrees they are subject to the tariff limitations for the purposes of reimbursement. Deny all remaining allegations.

11. With respect to the allegations contained in paragraphs 17, 57, 59, 60, 62, 64, 66, 68, 70, 72, 76, 77, 82, and 84-86, defendants state that the applicable laws speak for themselves. Any allegations that are inconsistent or incomplete with respect to those laws are denied.

12. With respect to the allegations contained in paragraph 18, defendants operate over-the-road bus services, state that the applicable laws speak for themselves but to the extent plaintiffs' allegations are inconsistent with the applicable laws, those allegations are denied. Greyhound does receive some federal grant monies. Counsel is not presently certain whether the financial assistance is as defined in 29 U.S.C. § 794 et seq.

13. With respect to the allegations contained in paragraphs 19 and 25, the system in which all of the requests that Greyhound received for lift-equipped buses for travel that includes Greyhound does not show any calls or requests made by or on behalf of Mr. Coenen and defendants are thus without sufficient information or knowledge to form a belief as to the truth of these allegations and therefore neither admit nor deny them. As to the allegations regarding reservations for his June 5 trip, Mr. Coenen would not have received any communication confirming a request for a lift-equipped bus because Greyhound had no record of plaintiff Coenen making such a request. Deny all remaining allegations.

14. With respect to the allegations contained in paragraph 20, 21, 22, 23, 24, 26 and 29, these allegations are not directed to defendants and therefore no response is necessary. To the extent a response is necessary, defendants are without sufficient knowledge and information to form a belief as to the truth of the allegations and therefore neither admit nor deny them.

15. With respect to the allegations contained in paragraph 27, deny that Greyhound caused injuries or damages to Mr. Coenen or discriminated against him. As to the remaining allegations, defendants are without sufficient knowledge and information to form a belief as to the truth of the allegations and therefore neither admit nor deny them.

16. With respect to the allegations contained in paragraph 28, to the extent they are asserted against defendants, Ms. Reiskin wrote a letter in August 2006 to which defendants responded. As to the remaining allegations, defendants are without sufficient knowledge and information to form a belief as to the truth of the allegations and therefore neither admit nor deny them.

17. With respect to the allegations contained in paragraphs 30 and 31, Ms. Reiskin made a timely request for a lift-equipped bus for travel from Denver to Delta to occur on July 28, 2006. The portion of her trip handled by Greyhound was run on a lift-equipped bus. TNM&O, however, failed to have a lift-equipped bus for its portion of the trip commencing in Grand Junction and return trip from Delta to Grand Junction and provided Ms. Reiskin with cab transportation for which it made payment arrangements with the owner of the cab company. Ms. Reiskin was in contact with Stacey Lemmons of TNM&O concerning the lift problem on her trip. Upon learning from Ms. Reiskin's August 2006 letter of TNM&O's failure to have a lift-equipped bus available for her return trip, TNM&O investigated and took personnel action to impose appropriate discipline inside its organization and sent her five (5) vouchers worth \$125 each.

18. With respect to the allegations contained in paragraphs 32, 37, and 42, state that the applicable laws speak for themselves but to the extent plaintiffs' allegations are inconsistent

with the applicable laws, those allegations are denied. As to the remaining allegations, defendants are without sufficient knowledge and information to form a belief as to the truth of the allegations and therefore neither admit nor deny them.

19. With respect to the allegations contained in paragraph 34, Ms. Reiskin's and Bobby Greenhill's letters speak for themselves but to the extent plaintiffs' allegations are inconsistent with the letters, those allegations are denied. To the extent the allegations in this paragraph assert that TNM&O or Greyhound engaged in discriminatory conduct and/or practices, these and all other allegations are denied.

20. With respect to the allegations contained in paragraph 35, regarding Ms. Reiskin's return trip from Grand Junction to Denver on September 8, 2006: Greyhound's records show that on September 1, 2006, Mr. Reiskin made a timely request for lift-equipped buses for a round trip that would depart on September 6 and return on September 7, 2006; that Ms. Reiskin purchased her tickets on September 6, 2006 at the terminal from which she departed in Denver with a return on September 14, 2006. As to the remaining allegations, defendants either deny them or are without sufficient knowledge and information to form a belief as to the truth of the allegations and therefore neither admit nor deny them.

21. With respect to the allegations contained in paragraph 36, the majority of these allegations are not directed against defendants and thus no answer is necessary. Even the material allegations of paragraph 36 pertain to another defendant, Burlington. To the extent a response is necessary, defendants are without sufficient knowledge and information to form a belief as to the truth of the allegations and therefore neither admit nor deny them.

22. With respect to the allegations contained in paragraph 38, deny that defendants violated any law, that they caused Ms. Reiskin to experience any injuries or damages, or that they discriminated against her. Defendants are without sufficient knowledge and information to form a belief as to the truth of all remaining allegations and therefore neither admit nor deny them.

23. With respect to the allegations contained in paragraph 39, on September 9, 2005, Ms. Johnson contacted Greyhound's travel assistance group to request a lift-equipped bus for a travel date of September 11, 2005 from San Jose, CA to Montrose, CO. Greyhound does not have a record of Ms. Johnson calling Greyhound's travel assistance group about her outbound trip from Montrose, CO to San Jose, CA previous to the return and is therefore sufficient knowledge and information to form a belief as to the truth of all remaining allegations and therefore neither admit nor deny them.

24. With respect to the allegations contained in paragraph 41, deny that defendants discriminated against Ms. Johnson in violation of federal law or that she has been injured and harmed by defendants' conduct. Defendants are without sufficient knowledge and information to form a belief as to the truth of all remaining allegations and therefore neither admit nor deny them.

25. With respect to the allegations contained in paragraph 44, deny that defendants have violated any laws or that the CCDC has been or continues to be adversely affected by defendants. Defendants are without sufficient knowledge and information to form a belief as to the truth of all remaining allegations and therefore neither admit nor deny them.

26. To the extent they are directed against defendants, deny the allegations contained in paragraphs 45, 48, 49, 51, 52, 54, 55, 61, 63, 65, 67, 69, 71, 73, 74, 79, 80, 87, and 88.

27. With respect to the allegations contained in paragraphs 46, 47, and 50, to the extent these allegations are directed against defendants, deny that defendants discriminated against any of the plaintiffs in violation of federal law. Defendants are without sufficient knowledge and information to form a belief as to the truth of all remaining allegations and therefore neither admit nor deny them.

28. With respect to the allegations contained in paragraph 53, agree with the goals plaintiffs express, but deny that these defendants engaged in discrimination.

29. With respect to the allegations contained in paragraph 56, defendants incorporate all their foregoing responses as if set forth herein.

30. To the extent the allegations in paragraph 58 are directed against defendants, defendants operate over-the-road bus services for the public and that their operations affect commerce. All remaining allegations are denied.

31. With respect to the allegations contained in paragraph 75, defendants incorporate all their foregoing responses as if set forth herein.

32. With respect to the allegations contained in paragraph 78, to the extent these allegations are directed toward defendants, Greyhound has received some federal grant monies for certain purposes.

33. 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, deny the allegations in each subparagraph.

34. Any allegations not expressly admitted herein are denied.

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 limitations.

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 defendants' actions were taken in good faith efforts to comply with federal and Colorado law.

7. Plaintiffs' damages and losses, if any, were caused by the conduct of third persons over whom defendants had no control or right to control.

8. NOTICE OF NON-PARTIES AT FAULT: Defendants name Rimrock Stages, Inc. as a non-party whose fault or negligence caused or contributed to plaintiffs claimed injuries, if any.

WHEREFORE, having answered plaintiffs' complaint, defendants request judgment in its favor, costs, attorneys' fees, expert witness fees, and such other relief as this Court may deem proper.

DEFENDANTS REQUEST TRIAL TO A JURY

Respectfully submitted,

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GREYHOUND LINES, INC. and
TNM&O Coaches, Inc.

CERTIFICATE OF SERVICE (CM/ECF)

I hereby certify that on July 20, 2007, I electronically filed the foregoing **GREYHOUND AND TNM&O'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 addresses:

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