

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 CUSA PRTS, LLC'S ANSWER TO AMENDED COMPLAINT

Defendant, CUSA PRTS, LLC, d/b/a Powder River Transportation Services (hereinafter
“Powder River”), by and through its counsel, hereby answers Plaintiffs’ Amended Complaint as
follows:

INTRODUCTION

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

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

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

4. The allegations in Paragraph 4 of the Amended Complaint are not directed to Powder River and, therefore, Powder River does not respond to these allegations.

JURISDICTION

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

6. Powder River admits the allegations in Paragraph 6 of the Amended Complaint.

PARTIES

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

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

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

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

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

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

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

14. Powder River admits that it is an Delaware Corporation with a principal operating address in Gillette, Wyoming and a principal office address in Houston, Texas. Powder River further admits that it is licensed to do business in the state of Colorado. Powder River denies the remaining allegations in Paragraph 14 of the Amended Complaint

15. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 15 of the Amended Complaint and, therefore, denies them.

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

17. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 17 of the Amended Complaint and, therefore, denies them.

GENERAL ALLEGATIONS

18. Powder River admits that it interlines with Greyhound Lines, Inc. but denies that there are separate contracts referred to as "interline agreements." Powder River denies all remaining allegations in Paragraph 18 of the Amended Complaint.

19. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 19 of the Amended Complaint and, therefore, denies them.

20. Powder River admits that it is a member of the National Bus Traffic Association, along with other defendants, but, upon information and belief, denies that there are separate contracts referred to as "interline agreements." Powder River denies all remaining allegations in paragraph 20 of the Amended Complaint.

21. Paragraph 21 of the Amended Complaint constitutes a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

22. Powder River admits that it operates over-the-road bus services. Powder River denies all remaining allegations in Paragraph 22 of the Amended Complaint. Upon information and belief, Powder River has not received federal financial assistance from federal agencies for the time period relevant to this lawsuit.

23. The allegations in Paragraph 23 of the Complaint are not directed to Powder River and, therefore, Powder River does not respond to those allegations. To the extent a response is required, however, Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint and, therefore, denies them.

24. Powder River admits that Tim Coenen was a passenger on a Powder River bus on June 5, 2006, from Denver, Colorado to Billings, Montana. Defendant further admits that there were four drivers who drove the bus from Denver, Colorado to Billings, Montana. Powder River denies all remaining allegations in Paragraph 24 of the Complaint and objects to Plaintiffs' use of the phrase "rest stops or intermediate stops".

25. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 25 of the Complaint and, therefore, denies them.

26. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 26 of the Complaint and, therefore, denies them.

27. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 27 of the Complaint and, therefore, denies them.

28. Powder River admits that Mr. Coenen arrived in Billings, Montana at least one day later than his scheduled arrival date. Powder River admits that its employee, Kory Moe, was the driver and that he informed Mr. Coenen that the bus was not accessible. Powder River admits that Mr. Moe offered Mr. Coenen the opportunity to attempt to board the bus without his wheelchair or wait for the next bus. Powder River denies all remaining allegations contained in Paragraph 28 of the Complaint. Powder River affirmatively states that it was not notified that Mr. Coenen was running a day late; Powder River had an accessible bus available for Mr. Coenen on his scheduled departure date, but Mr. Coenen did not arrive as scheduled.

29. The allegations in Paragraph 29 are not directed to Powder River and, therefore, Powder River does not respond to those allegations.

30. Paragraph 30 of the Complaint constitutes a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves and denies any violation of such laws.

31. Powder River denies the allegations in Paragraph 31 of the Complaint.

32. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 32 of the Complaint and, therefore, denies them.

33-41. The allegations in Paragraphs 33 through 41 of the Complaint are not directed to Powder River and, therefore, Powder River does not respond to those allegations. To the extent a response is required, however, Powder River is without sufficient information or knowledge to

form a belief as to the truth of the allegations in Paragraphs 33 through 41 of the Complaint and, therefore, denies them.

42. Upon information and belief, Ms. Reiskin contacted Greyhound regarding travel from Denver to Greeley, Colorado in March, 2007. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 42 and, therefore, denies them.

43. To the extent the allegations in Paragraph 43 of the Amended Complaint are directed to Powder River, Powder River denies them.

44-70. The allegations in Paragraphs 44 through 70 of the Amended Complaint are not directed to Powder River and, therefore, Powder River does not respond to those allegations. To the extent a response is required, however, Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraphs 44 through 70 of the Amended Complaint and, therefore, denies them.

71. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 71 of the Amended Complaint and, therefore, denies them.

72. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 72 of the Amended Complaint and, therefore, denies them.

73. To the extent the allegations in Paragraph 73 of the Amended Complaint are directed to Powder River, Powder River denies them.

74. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 74 of the Amended Complaint and, therefore, denies them.

75. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 75 of the Amended Complaint and, therefore, denies them.

76. To the extent the allegations in Paragraph 76 of the Amended Complaint are directed to Powder River, Powder River denies them. Powder River further denies it has discriminated against any of the Plaintiffs in violation of federal law.

77. To the extent the allegations in Paragraph 77 of the Amended Complaint are directed to Powder River, Powder River denies them. Powder River further denies it has discriminated against any of the Plaintiffs in violation of federal law.

78. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 78 of the Amended Complaint and, therefore, denies them.

79. Powder River denies the allegations in Paragraph 79 of the Amended Complaint.

80. Powder River denies the allegations in Paragraph 80 of the Amended Complaint.

81. Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 81 of the Amended Complaint and, therefore, denies them. Powder River further denies it has discriminated against any of the Plaintiffs in violation of federal law.

82. Powder River denies the allegations in Paragraph 82 of the Amended Complaint.

83. Powder River denies the allegations in Paragraph 83 of the Amended Complaint.

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

84. Powder River incorporates its responses to Paragraphs 1 through 83 as if set forth herein.

85. Paragraph 85 of the Amended Complaint contains a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

86. Powder River admits that it operates over-the-road bus services for the public and that its operations affect commerce. Powder River denies all remaining allegations in Paragraph 86 of the Amended Complaint.

87. The allegations in Paragraph 87 of the Amended Complaint constitute a legal conclusion to which no response is required. To the extent a response is required, however, Powder River denies the allegations in Paragraph 87 of the Amended Complaint.

88. The allegations in Paragraph 88 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

89. Powder River denies the allegations in Paragraph 89 of the Amended Complaint.

90. The allegations in Paragraph 90 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

91. To the extent the allegations in Paragraph 91 of the Amended Complaint are directed to Powder River, Powder River denies them.

92. The allegations in Paragraph 92 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

93. To the extent the allegations in Paragraph 93 of the Amended Complaint are directed to Powder River, Powder River denies them.

94. The allegations in Paragraph 94 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

95. To the extent the allegations in Paragraph 95 of the Amended Complaint are directed to Powder River, Powder River denies them.

96. The allegations in Paragraph 96 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

97. To the extent the allegations in Paragraph 97 of the Amended Complaint are directed to Powder River, Powder River denies them.

98. The allegations in Paragraph 98 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

99. To the extent the allegations in Paragraph 99 of the Amended Complaint are directed to Powder River, Powder River denies them.

100. The allegations in Paragraph 100 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

101. To the extent the allegations in Paragraph 101 of the Amended Complaint are directed to Powder River, Powder River denies them.

102. To the extent the allegations in Paragraph 102 of the Amended Complaint are directed to Powder River, Powder River denies them.

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

103. Powder River incorporates its responses to Paragraphs 1 through 102 as if set forth herein.

104. The allegations in Paragraph 104 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

105. The allegations in Paragraph 105 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

106. To the extent the allegations in Paragraph 106 of the Amended Complaint are directed to Powder River, Powder River denies them.

107. The allegations in Paragraph 107 of the Amended Complaint contain a legal conclusion to which no response is required. To the extent a response is required, however, Powder River states that the applicable laws speak for themselves.

108. Upon information and belief, Powder River has not received federal financial assistance from the Department of Homeland Security for the time period relevant to this lawsuit. Powder River denies the remaining allegations in Paragraph 108 of the Amended Complaint.

109. To the extent the allegations in Paragraph 109 of the Amended Complaint are directed to Powder River, Powder River denies them.

110. To the extent the allegations in Paragraph 110 of the Amended Complaint are directed to Powder River, Powder River denies them.

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

111. Powder River incorporates its responses to Paragraphs 1 through 110 as if set forth herein.

112-118. The allegations in Paragraphs 112 through 118 of the Amended Complaint are not directed to Powder River and, therefore, Powder River does not respond to those allegations. To the extent a response is required, however, Powder River is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraphs 112 through 118 of the Amended Complaint and, therefore, denies them.

ANSWER TO PRAYER FOR RELIEF

The paragraph immediately following Paragraph 118 of the Amended 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, Powder River denies the allegations in each subparagraph.

Powder River denies all allegations in the Amended Complaint not specifically admitted herein.

AFFIRMATIVE DEFENSES

1. The Amended 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. Plaintiffs' claims are barred by the doctrines of waiver and accord and satisfaction.
4. The Amended Complaint, in whole or in part, is barred by Plaintiffs' failure to exhaust their administrative remedies.
5. Plaintiff Colorado Cross-Disability Coalition's claims are barred by its lack of standing.
6. Upon information and belief, Plaintiffs have failed to mitigate their damages, if any.
7. All of Powder River' actions were taken in good faith efforts to comply with federal law.
8. Powder River reserves the right to move for separate trials under Fed.R.Civ.P. 42(b).
9. Plaintiffs' damages and losses, if any, were caused by the conduct of third persons over whom Powder River had no control or right to control.

Powder River 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, Powder River 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 Powder River;
- (4) All costs, including reasonable attorney fees, be awarded to Powder River and against Plaintiffs, jointly and severally, pursuant to applicable law; and
- (5) Powder River be granted such other and further relief as this Court may deem just and proper.

Respectfully submitted this 1st day of October, 2007.

BROWNSTEIN HYATT FARBER SCHRECK,
P.C.

s/ Susan P. Klopman

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ATTORNEYS FOR DEFENDANT
CUSA PRTS, LLC d/b/a Powder River
Transportation Services

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 AMENDED COMPLAINT

Defendants, GREYHOUND LINES, INC. (“Greyhound”) and TNM&O (together, “defendants”), by undersigned counsel, submit the following answer to plaintiffs’ amended 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, to the extent they are directed toward defendants, 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. Defendants are without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in paragraph 2 and therefore neither admit nor deny them.

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 paragraphs 4, 24, 25, 26, 27, 28, 30, 33, 42, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70 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, 15, and 113.

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, 11, 12, 14, 16, 17, 20, 37, 45, and 71 and therefore neither admit nor deny.

8. With respect to the allegations contained in paragraph 18, 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.

9. With respect to the allegations contained in paragraph 19, 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.

10. With respect to the allegations contained in paragraphs 21, 85, 87, 88, 90, 92, 94, 96, 98, 100, 104, 105, 107, 112, and 114-116, defendants state that the applicable laws speak for themselves. Any allegations that are inconsistent or incomplete with respect to those laws are denied.

11. With respect to the allegations contained in paragraphs 22, 106, and 108 to the extent they are directed against defendants, 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 what the sources are. Defendants are without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in paragraphs 22, 106 and 108 and therefore neither admit nor deny them.

12. With respect to the allegations contained in paragraphs 23 and 29, 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. As to the allegations regarding Appendix A of 49 C.F.R., pt. 37 49 C.F.R. § 213(a), defendants state that the applicable laws speak for themselves. Any

allegations that are inconsistent or incomplete with respect to those laws are denied. Deny all remaining allegations.

13. With respect to the allegations contained in paragraph 31, to the extent they are asserted against Greyhound, 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.

14. With respect to the allegations contained in paragraph 32, 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.

15. With respect to the allegations contained in paragraphs 34 and 35, 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. All remaining allegations are denied.

16. With respect to the allegations contained in paragraphs 36, 41, and 47, 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.

17. With respect to the allegations contained in paragraph 38, 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.

18. With respect to the allegations contained in paragraph 39, 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.

19. With respect to the allegations contained in paragraph 40, the majority of these allegations are not directed against defendants and thus no answer is necessary. Even the

material allegations of paragraph 40 pertain to other defendants (Burlington and Arrow). 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.

20. With respect to the allegations contained in paragraph 43, to the extent they are asserted against defendants, 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.

21. With respect to the allegations contained in paragraph 44, 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 without sufficient knowledge and information to form a belief as to the truth of all remaining allegations and therefore neither admit nor deny them.

22. With respect to the allegations contained in paragraph 46, to the extent they are directed toward defendants, deny that defendants discriminated against Ms. Johnson 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.

23. With respect to the allegations contained in paragraph 54, admit that Greyhound is not responsible for the actions of Burlington. 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.

24. With respect to the allegations contained in paragraph 72, to the extent they are directed against defendants, 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.

25. To the extent they are directed against defendants, deny the allegations contained in paragraphs 73, 76, 77, 79, 80, 82, 83, 89, 91, 93, 95, 97, 99, 101, 102, 109, 110, 117, and 118.

26. With respect to the allegations contained in paragraphs 74, 75, and 78, to the extent these allegations are directed against defendants, deny that defendants discriminated against any of the plaintiffs. 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.

27. With respect to the allegations contained in paragraph 81, agree with the goals plaintiffs express, but deny that these defendants engaged in discrimination.

28. With respect to the allegations contained in paragraphs 84, 103 and 111, defendants incorporate all their foregoing responses as if set forth herein.

29. To the extent the allegations in paragraph 86 are directed against defendants, defendants operate over-the-road bus services for the public and their operations affect commerce. All remaining allegations are denied.

30. The paragraph immediately following paragraph 118 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.

31. Any allegations not expressly admitted herein are denied.

AFFIRMATIVE DEFENSES

1. The complaint contains allegations that fail to state legally viable claims for relief, and these should be withdrawn or dismissed under Fed. R. Civ. Proc. 12, for failure to state a claim upon which relief can be granted.

2. Plaintiffs' claims are barred by the applicable statutes 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. Some of plaintiffs' claims are barred by the doctrines of waiver, accord and satisfaction and/or estoppel.

6. Upon information and belief, plaintiffs have failed to mitigate their damages, if any.

7. Defendants have acted in good faith with a desire and intent to serve disabled passengers and to comply with the law.

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

9. 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. Plaintiffs describe the basis of Rimrock's fault or negligence in their complaint.

WHEREFORE, having answered plaintiffs' complaint, defendants request judgment in their 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,

By s/Leslie L. Schluter
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