

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.

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**DEFENDANT CUSA PRTS, LLC'S ANSWER TO AMENDED COMPLAINT**

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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 1<sup>st</sup> day of October, 2007.

BROWNSTEIN HYATT FARBER SCHRECK,  
P.C.

s/ Susan P. Klopman

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