

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

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

COLORADO CROSS-DISABILITY COALITION, a Colorado non-profit Corporation,  
TIMOTHY J. COENEN,  
JULIE REISKIN,  
LORAIN A. JOHNSON,  
BARBARA MOCZYGEMBA, and  
EILEEN HOPE KRAUSE,

Plaintiffs,

v.

GREYHOUND LINES, INC., a Delaware Corporation,  
CUSA PRTS, LLC, d/b/a POWDER RIVER TRANSPORTATION SERVICES, a Delaware  
Corporation,  
BURLINGTON STAGE LINES, LTD., d/b/a BURLINGTON TRAILWAYS, an Iowa  
Corporation,  
TEXAS, NEW MEXICO AND OKLAMOMA (TNM&O) COACHES, INC., a Delaware  
Corporation, and  
BUSCO, INC., d/b/a BUSCO, INC. ARROW STAGE LINES, a Nebraska Corporation

Defendants.

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**DEFENDANT BUSCO, INC., d/b/a BUSCO, INC. ARROW STAGE LINES' ANSWER  
TO AMENDED COMPLAINT**

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Defendant, Busco, Inc., d/b/a Busco, Inc. Arrow Stage Lines (hereinafter  
"Busco"), by and through its counsel, hereby answers Plaintiffs' Amended Complaint as  
follows:

**INTRODUCTION**

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

2. Busco admits that Plaintiffs did not contact Busco or its representatives prior to bringing this action. Busco is without sufficient information or knowledge to admit or deny the remaining allegations in Paragraph 2 of the Amended Complaint and, therefore, denies the same.

3. To the extent the allegations in Paragraph 3 of the Amended Complaint are directed toward Busco, it denies those allegations.

4. The allegations in Paragraph 4 of the Amended Complaint are not directed to Busco and do not require a response. To the extent a response is required, Busco denies the same.

#### **JURISDICTION**

5. Paragraph 5 of the Amended Complaint simply addresses jurisdiction for which no response is required. To the extent a response is required, however, Busco denies such allegations.

6. Busco admits the allegations in Paragraph 6 of the Amended Complaint.

#### **PARTIES**

7.-16. Busco is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraphs 7 through 16 of the Amended Complaint and, therefore, denies the same.

17. Busco admits the allegations set forth in Paragraph 17 of the Amended Complaint.

#### **GENERAL ALLEGATIONS**

18. Busco denies that it has “interline agreements” with Greyhound. Busco is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in Paragraph 18 of the Amended Complaint and, therefore, denies the same.

19. Busco 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 the same.

20. Busco denies that it has “interline agreements.”

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, Busco states that the applicable laws speak for themselves.

22. Busco admits that it operates over-the-road bus services and denies that it receives federal financial assistance in the form of grants from federal agencies. Busco is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in Paragraph 22 of the Amended Complaint and, therefore, denies them.

23.-64. The allegations in Paragraphs 23 through 64 of the Amended Complaint are not directed to Busco and, therefore, Busco does not respond to such allegations. To the extent a response is required, however, Busco is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraphs 23 through 64 of the Amended Complaint and, therefore, denies the same.

65. Busco is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 65 of the Amended Complaint and, therefore, denies the same.

66. Busco admits that Ms. Krause and another person were at the bus station on the evening of June 3, 2007, that the driver’s name was Paul, and that Paul had not been notified of the need for a lift. Busco is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in Paragraph 66 of the Amended Complaint and, therefore, denies them.

67. Busco admits that the driver was contacted by Ms. Sheila Hicks, that he subsequently contacted a dispatcher for Busco, he requested Ms. Krause's home address and telephone number, and informed her that Ms. Krause would receive a call from Busco. Busco denies the remaining allegations set forth in Paragraph 67 of the Amended Complaint.

68. Busco admits that it notified Plaintiff that it had made arrangements to pick Ms. Krause up at her home that same evening. Busco denies the remaining allegations set forth in Paragraph 68 of the Amended Complaint.

69. Busco admits that it sent a bus to Ms. Krause's home and transported Ms. Krause and one other person to Denver on the evening of June 3, 2007. Busco denies the remaining allegations set forth in Paragraph 69 of the Amended Complaint.

70. Busco is without sufficient information or knowledge to form a belief as to the truth of the allegations in Paragraph 70 of the Amended Complaint and, therefore, denies the same.

71. Busco 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 the same.

72. Busco 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 the same.

73. To the extent the allegations in Paragraph 73 of the Amended Complaint are directed to Busco, Busco denies the same.

74. To the extent the allegations in Paragraph 74 of the Amended Complaint are directed to Busco, Busco denies the same.

75.-81. To the extent the allegations in Paragraphs 75 through 81 of the Amended Complaint are directed to Busco, Busco denies the same. Busco is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in Paragraphs 75 through

81 of the Amended Complaint and, therefore, denies the same.

82.-83. Busco denies the allegations in Paragraphs 82 and 83 of the Amended Complaint.

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

84. Busco incorporates its responses to Paragraphs 1 through 83 of the Second Amended Complaint 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, Busco states that the applicable laws speak for themselves.

86. Busco admits that it operates over-the-road bus services for the public and that its operations affect commerce. Denied that Busco is primarily engaged in the business of transporting people. Busco 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, Busco 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, Busco states that the applicable laws speak for themselves.

89. Busco 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, Busco states that the applicable laws speak for themselves.

91. To the extent the allegations in Paragraph 91 of the Amended Complaint are directed to Busco, Busco denies the same.

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, Busco states that the applicable laws speak for themselves.

93. To the extent the allegations in Paragraph 93 of the Amended Complaint are directed to Busco, Busco denies the same.

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, Busco states that the applicable laws speak for themselves.

95. To the extent the allegations in Paragraph 95 of the Amended Complaint are directed to Busco, Busco denies the same.

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, Busco states that the applicable laws speak for themselves.

97. To the extent the allegations in Paragraph 97 of the Amended Complaint are directed to Busco, Busco denies the same.

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, Busco states that the applicable laws speak for themselves.

99. To the extent the allegations in Paragraph 99 of the Amended Complaint are directed to Busco, Busco denies the same.

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, Busco states that the applicable laws speak for themselves.

101. To the extent the allegations in Paragraph 101 of the Amended Complaint are directed to Busco, Busco denies the same.

102. To the extent the allegations in Paragraph 102 of the Amended Complaint are directed to Busco, Busco denies the same.

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

103. Busco incorporates its responses to Paragraphs 1 through 102 of the Amended Complaint 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, Busco 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, Busco states that the applicable laws speak for themselves.

106. To the extent the allegations in Paragraph 106 of the Amended Complaint are directed to Busco, Busco denies the same.

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, Busco states that the applicable laws speak for themselves.

108.-110. To the extent the allegations in Paragraphs 108 through 110 of the Amended Complaint are directed to Busco, Busco denies the same.

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

111. Busco incorporates its responses to Paragraphs 1 through 110 of the Amended Complaint as if set forth herein.

112.-118. The allegations in Paragraphs 112 through 118 of the Amended Complaint are not directed to Busco and, therefore, Busco does not respond to those allegations. To the extent a response is required, however, Busco 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 the same.

**ANSWER TO PRAYER FOR RELIEF**

The paragraph immediately following Paragraph 118 of the Amended Complaint, labeled as subparagraphs 1 through 5, constitute a prayer for relief to which no response is required. To the extent a response is required, however, Busco denies the allegations in each subparagraph.

Busco 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, in whole or in part, by the applicable statutes of limitations.
3. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, estoppel, and accord and satisfaction.
4. Plaintiffs' claims, in whole or in part, are 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 Busco's actions were taken in good faith efforts to comply with applicable law.

8. Busco 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 Busco had no control or right to control.

10. Busco reserves its rights to file a motion for judgment on the pleadings pursuant to Fed.R.Civ.P. 12(c).

11. Any affirmative defense raised by any other defendant in this action.

Busco 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, Busco hereby prays that:

(1) Plaintiffs' claims against Busco be dismissed with prejudice in their entirety;

(2) Each and every prayer for relief sought against Busco contained in the Amended Complaint be denied;

- (3) Judgment be entered in favor of Busco and against the Plaintiffs;
- (4) All costs, including reasonable attorney fees, be awarded to Busco and against Plaintiffs, jointly and severally, pursuant to applicable law; and
- (5) Busco be granted such other and further relief as this Court may deem just and proper.

**DEFENDANT REQUESTS TRIAL TO A JURY**

Dated this 21<sup>st</sup> day of November, 2007.

Respectfully submitted,

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Attorneys for Defendant BUSCO, INC.,  
d/b/a BUSCO, INC. ARROW STAGE  
LINES

**CERTIFICATE OF SERVICE**

I hereby certify that on November 21, 2007, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following e-mail addresses:

- **Kevin W. Williams**  
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Respectfully submitted,

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