

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 14-cv-03111-REB-KLM

JULIE REISKIN,
JON JAMIE LEWIS,
WILLIAM JOE BEAVER,
DOUGLAS HOWEY, and
COLORADO CROSS-DISABILITY COALITION, a Colorado non-profit corporation,

Plaintiffs,

v.

REGIONAL TRANSPORTATION DISTRICT, a/k/a RTD, a political subdivision of the State of
Colorado

Defendant.

ANSWER TO CLASS ACTION COMPLAINT AND COUNTERCLAIM

Defendant Regional Transportation District (“RTD”) answers the Complaint as follows:

RTD’S RESPONSE TO COMPLAINT CLASS ACTION COMPLAINT

RTD responds to the Complaint with the following corresponding numbered paragraphs:

INTRODUCTION

1. No response is necessary to the statements in Paragraph 1 of the Complaint because the statements are legal conclusions.

2. RTD admits that the Americans with Disabilities Act was passed in 1990. RTD denies the balance of the allegations in Paragraph 2 of the Complaint, if any.

3. RTD admits that the purpose of the Americans with Disabilities Act is included within the language of the statute. RTD denies the balance of the allegations in Paragraph 3 of the Complaint, if any.

4. No response is necessary to the statements in Paragraph 4 of the Complaint because the statements are legal conclusions.

5. No response is necessary to the statements in Paragraph 5 of the Complaint because the statements are legal conclusions.

6. No response is necessary to the statements in Paragraph 6 of the Complaint because the statements are legal conclusions.

7. RTD admits that pursuant to the ADA, the Department of Transportation (“DOT”) has issued regulations implementing the statute. No response is necessary to certain statements in Paragraph 7 of the Complaint because the statements are legal conclusions. RTD denies the balance of the allegations in Paragraph 7 of the Complaint, if any.

8. RTD admits that its website states that the groundbreaking for the Southwest Light Rail line occurred on January 21, 1997 and that RTD’s Southwest Light Rail Line opened to the public on July 14, 2000, with revenue service beginning on July 17, 2000. RTD denies the balance of the allegations in Paragraph 8 of the Complaint.

9. RTD denies the allegations in Paragraph 9 of the Complaint.

10. RTD denies the allegations in Paragraph 10 of the Complaint.

11. RTD denies the allegations in Paragraph 11 of the Complaint.

12. RTD denies the allegations in Paragraph 12 of the Complaint.

13. RTD denies the allegations in Paragraph 13 of the Complaint.

14. No response is necessary to the statements in Paragraph 14 of the Complaint, which are a prayer for relief. RTD denies that Plaintiffs are entitled to the relief requested in Paragraph 14 of the Complaint and denies any allegations in Paragraph 14, if any.

Jurisdiction and Venue

15. RTD admits the allegations in Paragraph 15 of the Complaint.

16. RTD admits the allegations in Paragraph 16 of the Complaint.

Parties

17. RTD admits the allegations in Paragraph 17 of the Complaint.

18. RTD admits the allegations in Paragraph 18 of the Complaint.

19. RTD admits the allegations in Paragraph 19 of the Complaint.

20. RTD admits the allegations in Paragraph 20 of the Complaint.

21. RTD admits the allegations in Paragraph 21 of the Complaint.

22. RTD admits the allegations in Paragraph 22 of the Complaint.

23. RTD admits the allegations in Paragraph 23 of the Complaint.

24. RTD admits the allegations in Paragraph 24 of the Complaint.

25. RTD admits the allegations in Paragraph 25 of the Complaint.

26. RTD admits the allegations in Paragraph 26 of the Complaint.

27. RTD admits that RTD is a political subdivision of the State of Colorado created pursuant to Colorado statute. RTD further admits that the specific citation in Paragraph 27 of the Complaint provides: "There is hereby created a district to be known and designated as the "Regional Transportation District." RTD denies the balance of the allegations in Paragraph 27 of the Complaint, if any.

28. RTD admits the allegations in Paragraph 28 of the Complaint.

29. RTD admits the allegations in Paragraph 29 of the Complaint.

30. RTD admits the allegations in Paragraph 30 of the Complaint.

31. RTD admits the allegations in Paragraph 31 of the Complaint.

Facts

32. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 32 of the Complaint and therefore denies the same.

33. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 33 of the Complaint and therefore denies the same.

34. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 34 of the Complaint and therefore denies the same.

35. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 35 of the Complaint and therefore denies the same.

36. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 36 of the Complaint and therefore denies the same.

37. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 37 of the Complaint and therefore denies the same.

38. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 38 of the Complaint and therefore denies the same.

39. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 39 of the Complaint and therefore denies the same.

40. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 40 of the Complaint and therefore denies the same.

41. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 41 of the Complaint and therefore denies the same.

42. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 42 of the Complaint and therefore denies the same.

43. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 43 of the Complaint and therefore denies the same.

44. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 44 of the Complaint and therefore denies the same.

45. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 45 of the Complaint and therefore denies the same.

46. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 46 of the Complaint and therefore denies the same.

47. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 47 of the Complaint and therefore denies the same.

48. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 48 of the Complaint and therefore denies the same.

49. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 49 of the Complaint and therefore denies the same.

50. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 50 of the Complaint and therefore denies the same.

51. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 51 of the Complaint and therefore denies the same.

52. RTD admits that it has accepted delivery of light rail vehicles after January 25, 1992 but that some of its vehicles may have been ordered prior to that date. RTD denies the balance of the allegations in Paragraph 52 of the Complaint, if any.

53. RTD admits the allegations in Paragraph 53 of the Complaint.

54. RTD admits the allegations in Paragraph 54 of the Complaint.

55. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and also has 2 designated, with signs, specific spaces for wheelchairs on each end of the light rail vehicle. RTD denies the balance of the allegations in Paragraph 55 of the Complaint, if any.

56. RTD admits that the first row of seats on either side of the vehicle at either end of the light rail vehicle are spaces designated for wheelchairs. RTD denies the balance of the allegations in Paragraph 56 of the Complaint, if any.

57. RTD admits that the spaces designated for wheelchairs on light rail vehicles have a seat that likely must be flipped up to allow a passenger using a wheelchair to fit into that space. RTD denies the balance of the allegations in Paragraph 57 of the Complaint.

58. RTD admits that the spaces designated for wheelchairs on light rail vehicles have a seat that likely must be flipped up to allow a passenger using a wheelchair to fit into that space. RTD denies the balance of the allegations in Paragraph 58 of the Complaint.

59. RTD denies the allegations in Paragraph 59 of the Complaint.

60. RTD denies the allegations in Paragraph 60 of the Complaint.

61. RTD admits that it posts signs in the first row of seating on either side of the light rail vehicle and at each end of the light rail vehicle designating the space for wheelchairs and that passengers should move to make room for wheelchair passengers. RTD further admits that it

posts signs designating space for priority seating in the seats immediately behind the space designated for wheelchairs. RTD denies the balance of allegations in Paragraph 61 of the Complaint, if any.

62. RTD denies the allegations in Paragraph 62 of the Complaint.

63. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and also has designated specific spaces for wheelchairs on its light rail vehicles at either end of the vehicle. RTD denies the balance of the allegations in Paragraph 63 of the Complaint, if any.

64. RTD denies the allegations in Paragraph 64 of the Complaint.

65. RTD admits that passengers who do not have disabilities and bring strollers may attempt to board light rail trains using the high block or ramp at the front of each light rail train and once on board, operators should ask them to move through the vehicle away from the spaces designated for wheelchairs and priority seating. Passengers who bring strollers onto light rail trains may be disabled, or the children in the strollers may be disabled, and those disabilities may not be readily apparent to the train operator. RTD denies the balance of the allegations in Paragraph 65 of the Complaint.

66. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and that if a passenger using a wheelchair or mobility aid cannot access, or does not choose to access, the designated spaces for wheelchairs, a passenger may use those areas used by standees. RTD denies the balance of the allegations in Paragraph 66 of the Complaint, if any.

67. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and that such space does not unduly restrict passenger flow. RTD denies the allegations in Paragraph 67 of the Complaint.

68. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and that such space does not unduly restrict passenger flow. RTD denies the balance of the allegations in Paragraph 68 of the Complaint.

69. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and that such space does not unduly restrict passenger flow. RTD denies the balance of the allegations in Paragraph 69 of the Complaint.

70. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and that such space does not unduly restrict passenger flow. RTD denies the balance of the allegations in Paragraph 70 of the Complaint.

71. RTD denies the allegations in Paragraph 71 of the Complaint.

72. RTD denies the allegations in Paragraph 72 of the Complaint.

73. RTD admits the allegations in Paragraph 73 of the Complaint.

74. RTD admits that passengers with a bicycle may have boarded a light rail train at the front of the train from the high block or ramp but that the bicycle should not be stored at the front of the train or in the area designated for wheelchairs unless the bicycle is being used as a mobility aid or for another disability-related reason. RTD denies the balance of the allegations in Paragraph 74 of the Complaint, if any.

75. RTD denies the allegations in Paragraph 75 of the Complaint.

76. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 76 of the Complaint and therefore denies the same.

77. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 77 of the Complaint and therefore denies the same.

78. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 78 of the Complaint and therefore denies the same.

79. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 79 of the Complaint and therefore denies the same.

80. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 80 of the Complaint and therefore denies the same.

81. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 81 of the Complaint and therefore denies the same.

82. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 82 of the Complaint and therefore denies the same.

83. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 83 of the Complaint and therefore denies the same.

84. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 84 of the Complaint and therefore denies the same.

85. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 85 of the Complaint and therefore denies the same.

86. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 86 of the Complaint and therefore denies the same.

87. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 87 of the Complaint and therefore denies the same.

88. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 88 of the Complaint and therefore denies the same.

89. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 89 of the Complaint and therefore denies the same.

90. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 90 of the Complaint and therefore denies the same.

91. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 91 of the Complaint and therefore denies the same.

92. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 92 of the Complaint and therefore denies the same.

93. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 93 of the Complaint and therefore denies the same.

94. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 94 of the Complaint and therefore denies the same.

95. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 95 of the Complaint and therefore denies the same.

96. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 96 of the Complaint and therefore denies the same.

97. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 97 of the Complaint and therefore denies the same.

98. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 98 of the Complaint and therefore denies the same.

99. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 99 of the Complaint and therefore denies the same.

100. RTD denies the allegations in Paragraph 100 of the Complaint.

101. RTD denies the allegations in Paragraph 101 of the Complaint.

102. RTD denies the allegations in Paragraph 102 of the Complaint.

103. RTD denies the allegations in Paragraph 103 of the Complaint.

Class Action Allegations

104. RTD denies the allegations in Paragraph 104 of the Complaint.

105. RTD denies the allegations in Paragraph 105 of the Complaint.

106. RTD denies the allegations in Paragraph 106 of the Complaint.

107. RTD denies the allegations in Paragraph 107 of the Complaint.

108. RTD denies the allegations in Paragraph 108 of the Complaint.

109. RTD denies the allegations in Paragraph 109 of the Complaint.

110. RTD disputes that Plaintiffs are part of a class. RTD further disputes that any Plaintiffs should be permitted to maintain this action as a class pursuant to Fed. R. Civ. P. 23(b)(2). RTD denies the balance of the allegations in Paragraph 110 of the Complaint.

111. RTD denies the allegations in Paragraph 111 of the Complaint.

First Claim for Relief (ADA)

112. No response is necessary to the statements in Paragraph 112 of the Complaint.

RTD incorporates its responses to Paragraphs 1 through 111 of the Complaint as if fully set forth herein.

113. No response is necessary to the statements in Paragraph 113 of the Complaint because the statements are legal conclusions.

114. No response is necessary to the statements in Paragraph 114 of the Complaint because the statements are legal conclusions.

115. RTD is without knowledge sufficient to form a belief as to the allegations in Paragraph 115 of the Complaint and therefore denies the same.

116. No response is necessary to the statements in Paragraph 116 of the Complaint because the statements are legal conclusions.

117. No response is necessary to the statements in Paragraph 117 of the Complaint because the statements are legal conclusions.

118. No response is necessary to the statements in Paragraph 118 of the Complaint because the statements are legal conclusions.

119. No response is necessary to the statements in Paragraph 119 of the Complaint because the statements are legal conclusions.

120. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and also has two designated specific spaces for wheelchairs on its light rail vehicles at either end of the vehicle. RTD further admits that the designated specific spaces for wheelchairs likely require a seat to be flipped up for a wheelchair to fit into that space. RTD denies the balance of the allegations in Paragraph 120 of the Complaint.

121. RTD admits that RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and two designated specific spaces for wheelchairs on its light rail vehicles at either end of the vehicle. RTD further admits that each such space is 48

inches by 30 inches. RTD denies the balance of the allegations in Paragraph 121 of the Complaint, if any.

122. RTD denies the allegations in Paragraph 122 of the Complaint.

123. No response is necessary to the statements in Paragraph 123 of the Complaint because the statements are legal conclusions.

124. No response is necessary to the statements in Paragraph 124 of the Complaint because the statements are legal conclusions.

125. RTD denies the allegations in Paragraph 125 of the Complaint.

126. RTD denies the allegations in Paragraph 126 of the Complaint.

127. RTD admits the allegations in Paragraph 127 of the Complaint.

128. RTD admits that passengers using strollers may board light rail trains using the high block or ramp at the front of the train but may have to move out of the wheelchair locations and priority seating if needed by an individual with a disability. RTD denies the balance of the allegations in Paragraph 128 of the Complaint, if any.

129. RTD denies the allegations in Paragraph 129 of the Complaint.

130. RTD denies the allegations in Paragraph 130 of the Complaint.

131. RTD denies the allegations in Paragraph 131 of the Complaint.

132. RTD denies the allegations in Paragraph 132 of the Complaint.

133. RTD denies the allegations in Paragraph 133 of the Complaint.

134. RTD denies the allegations in Paragraph 134 of the Complaint.

135. RTD denies the allegations in Paragraph 135 of the Complaint.

136. RTD denies the allegations in Paragraph 136 of the Complaint.

137. RTD denies the allegations in Paragraph 137 of the Complaint.

**Second Claim for Relief
(Section 504)**

138. No response is necessary to the statements in Paragraph 138 of the Complaint. RTD incorporates its responses to Paragraphs 1 through 137 of the Complaint as if fully set forth herein.

139. No response is necessary to the statements in Paragraph 139 of the Complaint because the statements are legal conclusions.

140. RTD admits that it receives federal funding. RTD denies the balance of the allegations in Paragraph 140 of the Complaint, if any.

141. No response is necessary to the statements in Paragraph 141 of the Complaint because the statements are legal conclusions.

142. RTD admits that it receives federal funding. RTD denies the balance of the allegations in Paragraph 142 of the Complaint, if any.

143. No response is necessary to the statements in Paragraph 143 of the Complaint because the statements are legal conclusions.

144. RTD denies the allegations in Paragraph 144 of the Complaint.

145. No response is necessary to the statements in Paragraph 145 of the Complaint because the statements are legal conclusions.

146. RTD denies the allegations in Paragraph 146 of the Complaint.

147. RTD denies the allegations in Paragraph 147 of the Complaint.

148. RTD denies the allegations in Paragraph 148 of the Complaint.

149. RTD denies the allegations in Paragraph 149 of the Complaint.

RTD denies that Plaintiffs are entitled to any relief whatsoever. RTD further requests that the Court deny Plaintiffs' request to certify a class or to issue an injunction.

To the extent that a response is necessary as to any allegation in the Complaint, RTD therefore specifically denies such allegation.

ADDITIONAL DEFENSES

RTD asserts the following additional defenses, and in so asserting the following defenses, RTD does not necessarily admit that it has the burden of proof concerning those defenses:

1. There is no case or controversy and this court lacks subject matter jurisdiction because one or more of the plaintiffs lack standing to assert one or more claims or to seek one or more types of relief. No plaintiff has suffered an injury that can be remedied by an injunction against RTD.
2. Plaintiffs have failed to state a claim or cause of action.
3. RTD acted at all times in good faith, and RTD's actions were based on good-faith legitimate business reasons.
4. RTD had legitimate, non-discriminatory reasons for its decisions and actions.
5. Plaintiffs failed to mitigate their damages, if any.
6. Plaintiffs' claims are barred in whole or in part by Plaintiffs' failure to give notice. RTD has not found any record that any of the named Plaintiffs have submitted a complaint to RTD in accordance with RTD's customer information system that notified RTD that any of the Plaintiffs were denied access to RTD's light rail trains in the two years before this action commenced.
7. Plaintiffs' claims are barred in whole or in part by the doctrines of waiver, estoppel and laches.

8. Plaintiffs' claims are barred in whole or in part by a release of claims.
9. Plaintiffs' claims are barred in whole or in part by the applicable statute of limitations.
10. RTD has an effective policy and trains its employees to proficiency, all in compliance with applicable federal regulations.
11. RTD is overseen by the Federal Transit Administration, an agency of the U.S. Department of Transportation, which has approved certain RTD policies, procedures, and vehicle procurements.
12. One or more of the claims is not ripe or is, or will become, moot.
13. RTD offers space to accommodate wheelchairs and mobility aids within the normal area used by standees and also has designated specific spaces for wheelchairs on its light rail vehicles, and those spaces do not unduly restrict passenger flow.
14. One or more third parties may be liable for the Plaintiffs' claims.
15. RTD was not aware that its light rail vehicles allegedly failed to provide adequate space to accommodate wheelchairs and mobility aids.
16. This Court should not certify a class in accordance with Fed. R. Civ. P. 23(b)(2).

WHEREFORE, having answered the Complaint, RTD respectfully requests this Court to enter judgment in RTD's favor against Plaintiffs; dismiss Plaintiffs' Complaint with prejudice; and award RTD's costs, attorneys' fees, and all other relief to which RTD may be entitled.

COUNTERCLAIM OF RTD AGAINST COLORADO CROSS-DISABILITY COALITION, JULIE REISKIN, DOUGLAS HOWEY AND JON JAIME LEWIS

Defendant RTD, pursuant to Fed. R. Civ. P. 13, asserts the following counterclaim against Plaintiffs Colorado Cross-Disability Coalition (“CCDC”), Julie Reiskin, Douglas Howey and Jon Jaime Lewis:

Jurisdiction and Venue

1. At all times relevant to this action, CCDC was and is a nonprofit corporation with its principal offices in Denver, Colorado.
2. At all times relevant to this action, Plaintiffs Julie Reiskin, Douglas Howey and Jon Jaime Lewis are individuals with their permanent places of residence in the State of Colorado.
3. RTD is a statutory political subdivision of the State of Colorado with its main administrative offices in Denver, Colorado.
4. The Court has jurisdiction over this matter pursuant to Fed. R. Civ. P. 13 and 28 U.S.C. § 1367(a).
5. The Court has venue over this matter pursuant to 28 U.S.C. § 1391.

General Allegations

6. On or about February 20, 2014, RTD, CCDC, Julie Reiskin, Douglas Howey and Jon Jaime Lewis entered into a settlement agreement or contract in which CCDC, Reiskin, Howey and Lewis released certain legal claims and made other promises including without limitation a covenant not to sue or encourage litigation in exchange for RTD’s payment of \$75,000 and agreement to make certain changes to its bus service.
7. The settlement agreement executed by RTD, CCDC, Reiskin, Howey and Lewis is attached hereto as Exhibit A.

8. RTD has fully performed its obligations under the settlement agreement.

9. On or about November 18, 2014, CCDC, Reiskin, Howey and Lewis filed a lawsuit in which they asserted legal claims against RTD, which legal claims they had released in the settlement agreement.

**Claim for Relief
(Breach of Contract)**

10. RTD hereby incorporates by reference all other paragraphs in this counterclaim.

11. By asserting legal claims against RTD that the parties had intended to be released in the settlement agreement, CCDC, Reiskin, Howey and Lewis have breached the settlement agreement or contract with RTD.

12. As a direct and proximate result of their breach of the settlement agreement, RTD has suffered damages and losses.

Prayer for Relief

For all of these reasons, RTD respectfully requests that this Court enter judgment for RTD and against CCDC, Reiskin, Howey and Lewis as follows:

- a. Award actual damages in an amount to be proved at trial;
- b. Award pre-judgment interest on such award of damages from the date of breach;
- c. Award post-judgment interest;
- d. Award costs including without limitation attorneys' fees; and
- e. Order such other and further relief as this Court deems just and proper.

JURY DEMAND

DEFENDANTS DEMAND A JURY TRIAL OF THE ISSUES SO TRIABLE.

Respectfully submitted: February 6, 2015.

REGIONAL TRANSPORTATION DISTRICT

By: /s/ Jenifer M. Ross-Amato

Jenifer Ross-Amato, No. 34665

Mindy Marie Swaney, No. 47828

1600 Blake Street

Denver, CO 80202

Tel: (303)-299-2479

Email: jenifer.ross@rtd-denver.com

Email: mindy.swaney@rtd-denver.com

This document was filed electronically. The original document and signature are on file in the undersigned attorney's office.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing ANSWER AND COUNTERCLAIM was served via email on February 6, 2015 addressed to:

Kevin W. Williams kwilliams@ccdconline.org

Andrew C. Montoya amontoya@ccdconline.org

Colorado Cross-Disability Coalition

/s/ Jenifer Ross-Amato _____

Jenifer Ross-Amato

This document was filed electronically. The original document and signature are on file in the undersigned attorney's office.