IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

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

JULIE REISKIN,
JON JAIME LEWIS,
WILLIAM JOE BEAVER,
DOUGLAS HOWEY,
DIANA MILNE,
TINA MCDONALD,
JOSÉ TORRES-VEGA,
RANDY KILBOURN,
JOHN BABCOCK, and
COLORADO CROSS-DISABILITY COALITION, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

REGIONAL TRANSPORTATION DISTRICT,

Defendant.

PLAINTIFFS' RESPONSE TO DEFENDANT RTD'S MOTION FOR PARTIAL DISMISSAL

Plaintiffs, by and through the undersigned counsel, hereby submit this **Response to Defendant RTD's Motion for Partial Dismissal** and in support thereof state:

INTRODUCTION

The Regional Transportation District ("RTD") is fully aware that the **Settlement Agreement** ("**Agreement**"), **Exhibit A** [#39-1] to **Defendant RTD's Motion for Partial Dismissal** ("**Motion**") [#39], and its release were related exclusively to RTD's "fixed route" bus system and had nothing to do with light rail, the RTD service that is the

subject of the instant lawsuit. Because the **Agreement** and any related releases unambiguously are about RTD's fixed route bus system and not about RTD's rail systems, this Court should deny the **Motion** in its entirety.

ARGUMENT

I. The ADA Itself Does Not Apply the Concept of "Fixed Route" to Trains That Run on Rails.

First, the phrase "fixed route" is a term of art. It is only used to distinguish the type of transportation under consideration from "demand responsive" transportation. The only reason the distinction exists at all is because the ADA requires transit operators to provide demand responsive paratransit as a complement to fixed route service for those disabled individuals who live within a three quarter mile of a bus route or for disabled individuals who are unable to use fixed route service. *See* 42 U.S.C. § 12143; 49 C.F.R., pt. 37, Subpart F. §§ 37.121-37.159; *see also* **Motion** at 8-9 (discussion of the requirement that RTD provide a demand responsive paratransit service). The regulations under the ADA specify the different forms of transportation that transit providers like RTD provide for the public. *See* 49 C.F.R., pt. 38, which is broken up into several subparts. The subparts refer to, as detailed: Subpart B, "Buses, Vans and Systems;" Subpart C, "Rapid Rail Vehicles and Systems;" Subpart D, "Light Rail Vehicles and Systems;" Subpart E, "Commuter Rail Cars and Systems;" Subpart F, "Intercity Rail Cars and Systems;" Subpart G, "Over-the-Road Buses and Systems;" and Subpart H, "Other Vehicles and Systems." *See also* 49 C.F.R., pt. 37, entitled "Transportation Services for Individuals with Disabilities (ADA)." In this part of the

regulations, the distinction between a "demand responsive system"[1] and a "fixed route system"[2] is made, but it has nothing to do with providing transportation by rail. As said, the distinction matters, in part,[3] because public transportation providers like RTD are required to provide, in addition to their fixed route bus service, a complementary paratransit service that is demand responsive. The distinction also matters in large part because of the type of vehicles a public entity must purchase in order to meet the accessibility requirements of the ADA. *See* 42 U.S.C. § 12143; 49 C.F.R. Subpart F. §§ 37.121-37.159 (requirement to provide paratransit), 49 C.F.R. §§ 37.71 & 37.73 ("Purchase or lease of [new/used] non-rail vehicles by public entities operating fixed route systems"). The question of whether a public entity is remanufacturing vehicles also is affected by whether the public entity is operating a fixed route or demand

---

[1] "Demand responsive system means any system of transporting individuals, including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including but not limited to specified public transportation service, which is not a fixed route system." 49 C.F.R. § 37.3.

[2] "Fixed route system means a system of transporting individuals (other than by aircraft), including the provision of designated public transportation service by public entities and the provision of transportation service by private entities, including, but not limited to, specified public transportation service, on which a vehicle is operated along a prescribed route according to a fixed schedule." 49 C.F.R. § 37.3.

[3] Plaintiffs say "in part," because the issue of whether a private transportation provider (not a public transportation provider like RTD) depends upon whether the private transportation provider operates a fixed route system or demand responsive system, and it has an impact on what type of vehicles that private transportation provider must acquire with respect to accessibility under the ADA. Because RTD is a public transportation provider primarily engaged in the business of providing transportation, these regulations have no bearing on it. *See* 49 C.F.R. pt. 37, §§ 37.101-37.119 (Subpart E- Acquisition of Accessible Vehicles by Private Entities).

responsive bus or van service. 49 C.F.R. §37.75. These distinctions only come into play with respect to the types of vehicles public entities must purchase, lease, acquire or address in the process of remanufacturing when they are running demand responsive services, *see* 49 C.F.R. § 37.77, not in the context of rail services, which, by definition, run on a fixed route. Otherwise, transit providers would be running train services off the rails, something no one wants to see happen.

The purchase or lease or remanufacture of light rail vehicles is treated completely differently from the purchase, lease, or remanufacture of a bus or van for purposes of fixed route or demand responsive services. *See* 49 C.F.R. §§ 37.79, 37.81, 37.83 without regard to whether the service is fixed route or demand responsive. Obviously, any rail service will be fixed route. The vehicles themselves run on a rail. The reason why this point is so significant is that no one[4] other than, apparently, counsel for RTD, has ever understood the terms fixed route and demand responsive to apply to anything other than buses and vans. That certainly was the understanding of the Plaintiffs in the case that resulted in the **Agreement** and all of the RTD employees who have obligations with respect to the terms of the **Agreement**. *See* **Declaration of Julie Reiskin** ("**Reiskin Decl.**") [#47-1] at 2 ¶ 8, **Declaration of Douglas Howey** ("**Howey**

[4] Including the United States Department of Transportation in promulgating the regulations addressing fixed route and demand responsive bus service in a completely different manner and subpart than light rail service. *Compare* 49 C.F.R., pt. 37, Subparts D-F (which address fixed route and demand responsive systems with respect to the acquisition of vehicles by public and private transit operators) *with* 49 C.F.R., pt. 38, Subpart D (which addresses "Light Rail Vehicles and Systems" and does not use the terminology fixed route or demand responsive).

Decl.") [#47-2] at 2 ¶ 5, and Section II*, infra* (there is no obligation under the **Agreement** for any RTD employee to do anything related to light rail service).

II. The Settlement Agreement Focuses Solely on Buses, Not on Light Rail

The word "bus" is used thirty-eight times throughout the **Agreement**. The words "light rail" do not appear once. The words "fixed route," "fixed route bus" or "fixed route buses" and "fixed route bus system" (collectively) appear thirteen times. **Exhibit A** to the **Agreement**, entitled "Boarding Individuals with Disabilities who Use Mobility Aids to Ensure Access Policy," states as its purpose, "RTD will ensure individuals who use Mobility Aids, including Wheelchairs, have equal access to its buses and to the Securement Areas." **Agreement, Ex. A** at 16 (emphasis added). The entire policy addresses buses and securement areas, excluding light rail trains entirely, especially considering they do not have securement areas. As in the **Agreement** itself, the words "light rail" do not appear at all in the Policy that RTD employees are required to enforce as a result of the **Agreement**.

Under the section of the **Agreement** entitled "Non-Monetary Terms" RTD agreed to numerous obligations with respect to its fixed route bus system that have nothing to do with the operation of its light rail system. First and foremost, RTD is required to do the following: "Within 30 calendar days following the Effective Date, RTD will adopt a policy to ensure individuals who use Mobility Aids, including Wheelchairs, have equal access to its buses and to the Securement Areas, substantially in the form of Exhibit A ('Policy')." **Agreement** at 3 § 3.a (emphasis added). The **Agreement** does not address access to light rail trains whatsoever, and there are no "securement areas" on light rail

trains to address, meaning all training for RTD employees addressed bus training, not light rail training. As it states in the **Agreement**, this new policy will apply to "all bus operators" (emphasis added), and "bus operator training staff" (emphasis added) and other RTD employees who deal with the fixed route bus service, but not with light rail. *See* **Agreement** at 3 § 3.a. The **Agreement** also requires that contractors be bound by its terms, *id.*, and RTD only has contractors for its fixed route bus system, not for its rail system. *See also id*. at 4 § 3.b.v.

The **Agreement** goes on to address ADA training, which applies to "every new bus operator, bus operator training staff, bus operator manager, street supervisor, dispatcher, and customer service representative (or similar positions for contractors)" (emphasis added), but not training of light rail operators. *Id*. at 3 § 3.b. The ADA training course required by the **Agreement** "will be incorporated into the initial training for each of the job positions identified in this sub-paragraph" (emphasis added). Again, no mention of light rail operators is made. Refresher training is also required for "[e]very existing bus operator, bus operator, training staff, bus operator manager, street supervisor, dispatcher" (emphasis added) and other positions related to the operation of RTD's fixed route bus system, but not its light rail system.

The **Agreement** also anticipates CCDC involvement. *Id.* at 4. § 3.b.iv. CCDC has been involved with RTD with respect to the terms of the **Agreement**. At no time during these meetings and discussions did light rail services ever come into play. *See* **Reiskin Decl.** [#47-1] at 2 ¶ 8 *and* **Howey Decl.** [#47-2] at 2 ¶ 5-8. In addition, CCDC's involvement was to be with the "RTD Bus Operator Training Manager" (emphasis

added), not the light rail manager. Ongoing bus training is anticipated under the **Agreement**: "Beginning in 2015 and for 3 years thereafter, the RTD Bus Operator Training Manager will meet with a CCDC staff member with the purpose of collaborating on the curriculum for the ADA Training and ADA Refresher Training" (emphasis added). *Id.* Again, no mention of light rail is made.

Perhaps the most telling aspect of the **Agreement** indicating that light rail services were not contemplated pertains to RTD's requirements with respect to signs. Section 3.c. of the **Agreement** applies to "Signage on Buses" (emphasis added). The ADA requires signage on buses and on light rail, *compare* 49 C.F.R. § 38.27 (requirements for priority seating signs on buses) *with* 49 C.F.R. § 38.75 (requirements for priority seating signs on light rail trains), and yet the **Agreement** only addresses signage on buses.

Similarly, in the **Agreement**, there is an entire section devoted to the requirements pertaining to signage "on all fixed-route buses" (emphasis added) at "[s]ecurement areas." *See* **Agreement** at 5 § 3.c. As noted above, securement areas exist only on buses and not on light rail vehicles.

As part of the **Agreement**, RTD agreed to "adopt a written procedure that directs RTD staff on how to preserve video evidence on fixed-route buses either upon receipt of a customer complaint concerning a bus operator's failure to follow the Policy or any incident in which the bus operator contacts dispatch using the 'ADA PAX PASS-UP' button[.]" **Agreement** at 5 § 3.d (emphasis added). Although cameras exist on light rail trains, the **Agreement** failed to address any written procedure related to cameras on

trains. In addition, to the knowledge of the individuals involved in the signing of the **Agreement**, there is no such thing as an "ADA PAX PASS-UP" button on a light rail train. There may be such a button, but, if it exists on a light rail train, it is not addressed in the **Agreement**. The **Agreement** specifically included assurance from RTD that when it procured buses in the future, it would ensure the installation of video cameras that met certain minimum specifications; RTD also agreed to retrofit the remaining vehicles in its fixed route bus fleet to meet the same minimum specifications. **Agreement** at 5-6 § 3.d.iii. No such obligation with respect to cameras on light rail trains appears anywhere in the **Agreement**.

The **Agreement** contains a section entitled "Reporting and Cooperation." *Id*. at 6 § 3.e. That section of the **Agreement** required that RTD provide CCDC with an Initial Report. According to the **Agreement** at 6 § 3.e.i:

> The Initial Report will include the following information: (1) each incident in which a bus operator presses the "ADA PAX PASS-UP" button; and (2) each incident in which a passenger complains that an operator has violated the Policy. For each of (1) or (2) above, the Initial Report will include the following information: date, time, route and stop, time the next bus wasdue, whether a transfer was offered and accepted, whether the ADA PAX PASS-UP form was provided, whether alternative transportation was provided, whether RTD attempted to preserve video evidence, and whether video evidence was available.

(Emphasis added.) Once again, nothing in the requirements for the Initial Report or within the Initial Report produced by RTD had anything to do with light rail whatsoever. *See* Initial Report, attached hereto as **Exhibit A** [#47-3] RTD is also required to provide CCDC with an Annual Securement Area Report to address issues pertaining to bus

operations. *Id.* at 6-7 § 3.e.iii. RTD is not obligated to provide any information for this report with respect to its light rail operations.

RTD agreed to engage in "a public outreach campaign with the purpose of (i) encouraging non-disabled passengers to make room for passengers using wheelchairs who need to use the securement area to board the bus, and (ii) informing passengers of the Policy ('Outreach Campaign'). The Outreach Campaign will include posters on-board fixed-route vehicles, flyers, web- and social-media based marketing, and one open meeting at a time and location mutually agreeable to both RTD and CCDC." *Id* at 7 § 3.f. (emphasis added).

Even the complaint process set forth in the **Agreement** (*see* **Agreement** at 7-8 § 3.g.) envisions that complaints will involve the RTD Deputy Assistant General Manager of Bus Operations. *See also* **Agreement** at 8-9 § 3.j. regarding "Dispute Resolution." There too, disputes are supposed to be addressed by RTD's Deputy Assistant General Manager of Bus Operations. Nowhere in the **Agreement** is there any mention of meeting with any person connected with RTD's light rail operations.

As required under the **Agreement**, RTD retained an expert to review its bus operations and provided a report to CCDC concerning these bus operations. According to the **Agreement**, "[t]he purpose of the ADA Expert's scope of work will be to ensure that individuals with disabilities who use mobility aids have equal access to fixed-route buses." *Id.* at 8 § 3.h. The expert had no involvement whatsoever with RTD's light rail service. *See* Expert Report (attached as **Exhibit C** [#47-5]).

In its Motion for Partial Dismissal, RTD argues the following:

> The 'Released Claims' in the Agreement are much broader than the specific claims alleged in that case: the Agreement releases claims 'of every kind and nature related to RTD's fixed-route services that CCDC, Julie Reiskin, Douglas Howey, . . . and Jon Jaime Lewis may have, direct or indirect, known or unknown, foreseen or unforeseen, from the beginning of time through the date CCDC executes this Agreement.' Agreement, ¶ 4. The Released Claims specifically included claims 'which arise out of, relate to or are based upon: (i) use of RTD's fixed-route services.' Agreement, ¶ 4. The Released Claims did not depend on the facts known at the time. Agreement, ¶ 5. Furthermore, CCDC provided a covenant not to sue or encourage litigation, which protected RTD from future litigation. Agreement, ¶ 6.

Motion at 4.

RTD does not explain why CCDC or these individual plaintiffs would be so willing to sign a release that gave RTD a free pass on any possible disability-related violations on any rail service, but that is the explanation it provides. The **Agreement** itself is completely focused on RTD's fixed route bus system, but, for some reason, according to RTD in its **Motion**, the Plaintiffs decided to release claims concerning all aspects of RTD's light rail and, apparently, if one follows the logic of the **Motion**, the commuter rail system that has not even been completely built yet, but is soon to come. *See, e.g.*, the upcoming North Metro Rail Line, http://www.rtd-denver.com/NorthMetroRailLine.shtml, the upcoming Northwest Rail Line, http://www.rtd-denver.com/NorthwestRailLine.shtml, the upcoming Southeast Rail Line, http://www.rtd-denver.com/SoutheastRailLine.shtml, the upcoming Southwest Rail Line, http://www.rtd-denver.com/SouthwestRailLine.shtml. To the extent that these services are already operating or in the process of being built, apparently, according to RTD's strained interpretation, these Plaintiffs released whatever claims they may have had as to these RTD services, whether such service exists yet or not. All rail lines, again, are "fixed route." It seems particularly odd to claim

that that was the parties' understanding of the **Agreement**, considering that now eleven individuals who use wheelchairs or other similar mobility devices as well as CCDC have come forward to complain that RTD's light rail service, in fact, does violate the ADA and other disability-related laws.

At the time CCDC and these three Plaintiffs, Julie Reiskin, Douglas Howey, and Jon Jaime Lewis, signed the **Agreement**, RTD was operating the Mall Shuttle, a bus line that transports passengers for no fee up and down the 16th Street Mall in downtown Denver, and the Metro Ride, a bus service that transports people downtown along 17th Street for no fee. During the times that RTD was conducting training with respect to the **Agreement**, Douglas Howey, a CCDC member and Plaintiff in both lawsuits against RTD (the one that settled, and the instant lawsuit), was attending the trainings on behalf of CCDC and was involved in the receipt of training slides that demonstrated that RTD's training sessions were focused only on fixed route buses and not light rail. *See* **Howey Decl.** [#47-2] at 2 ¶ 6-8; **Exhibit B** [#47-4].

Each and every Plaintiff in this case, including CCDC's Executive Director and its attorneys (as well as RTD's employees and attorneys) had every reason to believe that this case was and is limited to RTD's fixed route bus service. No one would dream of using the term "fixed route" with respect to rail service. This would be akin to saying, "wheeled car," or "winged plane." "Fixed route" is an identifier that is only useful when distinguishing one type of RTD service from another (fixed route versus demand responsive) and only becomes useful when talking about RTD's obligation to provide paratransit service. Of course light rail (just like the upcoming commuter rail) travels on

a fixed route, but there was no reason for the signatories to this **Agreement** to think, after paragraphs and paragraphs and paragraphs (the **Agreement** is ten pages long) of information related specifically to the operation of RTD's fixed bus route to think that they were signing away any rights they had with respect to RTD's rail systems. As set forth in the attached Declarations, they did not, in fact, believe they were signing away such rights. *See* **Howey Decl.** at p. 2 ¶ 5 and **Reiskin Decl.** at p. 2 ¶ 8. RTD would have us believe that after each of the Plaintiffs read ten pages of an **Agreement** that refers only to buses and logically uses the terminology "fixed route" solely in reference to buses, that those plaintiffs believed "fixed route" applied to light rail, and that each of the Plaintiffs willingly understood that he or she was waiving any and all present and future claims regarding rail, and even the not-yet-available commuter rail , without any requirement whatsoever that RTD ensure its rail services are in compliance with disability rights laws. RTD is mistaken.

RTD also makes the argument that CCDC excluded paratransit service from the **Agreement**, *see* **Motion** at 8-9, yet it does not explain where in the **Agreement** CCDC allegedly agreed to such exclusion. RTD is simply making this up. CCDC did not make such an exclusion, because it was clear to those involved that the discussion addressed fixed route bus service only, and not rail. RTD provides what it believes is the consideration it provided for such a broad release, *see* **Motion** at 3-4, but it does not show that RTD provided any consideration related to RTD's obligations with respect to its rail services. It borders on the ridiculous that CCDC and the Plaintiffs in that case spent so much time thoroughly negotiating training, daily operation, dispute resolution,

etc., with respect to RTD's fixed route bus system and negotiated nothing with respect to RTD's many rail services borders on the ridiculous. *See, e.g., In re Kahn,* 133 F.3d 932 (10th Cir. 1998) ("This view of the settlement agreement-that Schigur gave up a $169,000 claim for nothing, when the sole purpose of the adversary claim was to receive something-is absurd[.]").

The fact that CCDC and the three individual Plaintiffs at issue may have had light rail claims existing at the time the **Agreement** was executed is irrelevant, because the agreement was about fixed route bus service and not light rail trains. *See* **Motion** at 9. CCDC also had claims involving RTD's paratransit service, which were specifically addressed at other meetings but not raised in the **Agreement**.

In summary, claims that were released at the time of the **Agreement** simply did not encompass RTD's rail services at all. This contract could not be any more unambiguous regarding its application to bus service and not light rail. RTD's employees understood that their bus personnel had obligations with respect to treatment of passengers under the **Agreement**, RTD's training staff understood that it had specific obligations with respect to its fixed route bus service under the **Agreement**, RTD's expert provided a report specifically related to the provision of fixed route bus service. "Fixed route" within the meaning of this **Agreement** has nothing to do with light rail and everything to do with buses.

III. RTD Attempts to Evade the "Four Corners" of the Settlement Agreement.

When looking at the interpretation of a contract, this Court should look to Colorado state law for guidance. *United Fire & Cas. Co. v. McCrerey & Roberts Const.*

Co.,Inc. No. 06-cv-00037-WYD-CBS, 2007 WL 867988, at *3 (D. Colo. Mar. 20, 2007) (order vacated on reconsideration sub nom)*. United Fire & Cas. Co. v. Boulder Plaza Residential, LLC,* No. 06-CV-00037-PAB-CBS, 2010 WL 420046 (D. Colo. Feb. 1, 2010) *aff'd*, 633 F.3d 951 (10th Cir. 2011) (citing *Wood Bros. Homes, Inc. v. Walker Adjustment Bureau,* 601 P.2d 1369, 1372 (Colo.1979); *Budd v. American Excess Ins. Co.,* 928 F.2d 344, 346-47 (10th Cir.1991). Also, "normally, contracts will be interpreted according to the 'generally prevailing meaning' of its terms, and a court will not look beyond the 'four corners of the agreement' unless those terms are ambiguous." *Alward v. Vail Resorts*, No. 1:04-CV-00860-WDM-PA, 2006 WL 894958, at *5 (D. Colo. Mar. 31, 2006) (citing *Pepcol Mfg. Co. v. Denver Union Corp.,* 687 P.2d 1310, 1314 (Colo. 1984). Under Colorado law, a "release is an agreement to which the general contract rules of interpretation and construction apply." *Xedar Corp. v. Rakestraw*, No. 12-cv-01907-CMA-BNB, 2013 WL 93196, at *3 (D. Colo. Jan. 8, 2013) (citing *Chase v. Dow Chemical Co.,* 875 F.2d 278, 281 (10th Cir. 1989).

This **Agreement** pertains only to RTD fixed route buses and has nothing to do with light rail. The four corners of the **Agreement** make this clear. There is no ambiguity, and, therefore, this Court should not need to look beyond the **Agreement** itself to determine that these Plaintiffs did not release claims that have any effect whatsoever on the case at bar.

Even if this Court determines that the language RTD references in the release is ambiguous, outside sources like the Expert Report, the Initial Report, training materials provided by RTD, and the meaning of the phrase "fixed route" itself demonstrate that

this **Agreement** had nothing to do with light rail. Therefore, the Plaintiffs at issue could not have released claims related to light rail. This was an **Agreement** about buses. *See* training materials attached as **Exhibit B** [#47-4] (On the first page of the training materials, it is clear that bus operators were being trained on new policies related to buses, not light rail.) Even the news release put out by RTD (p. 9 of the training materials) says in big bold letters, "Revised policy will enhance use of wheelchair securement area and priority seating on RTD buses as intended; . . . CCDC, and RTD have entered into an agreement that both believe will greatly enhance fixed route bus service for all passengers" (emphasis added). On page 14 of the training materials, RTD cites to federal regulations that pertain to bus routes, not light rail. Nearly all of the slides from the training materials discuss securement areas, which do not exist on light rail trains, and the photos from the training show buses, not light rail trains. On page 32 of the slides, RTD posted the question "Does this policy apply to the Free Mall Ride and upcoming Free Metro Ride?" In the slide, it answers the question by saying, "No, these routes are on first come, first serve [*sic*] basis." Again, RTD drafted this presentation in response to the **Agreement**, which evidences that RTD never intended to apply the **Agreement** beyond its regular fixed route buses. Instead, it interpreted the term "fixed route" so narrowly as to exclude the Free Mall and Free Metro Ride routes, which are clearly both (1) fixed route and (2) buses. If RTD had assumed that its new policy applied to light rail or any other rail system, these training slides would have addressed it. They do not and, instead, pointed out that new policy changes resulting from the **Agreement** did not apply to certain fixed route buses.

RTD should not be permitted to benefit from a bargain to which it never agreed. Just because RTD lawyers were crafty enough to omit the word “bus” in one sentence of the entire **Agreement** does not mean the **Agreement** covers all of RTD’s rail systems.

CONCLUSION

WHEREFORE, Plaintiffs respectfully request that this Court deny **Defendant RTD's Motion for Partial Dismissal** in its entirety.

DATED: March 25, 2015

Respectfully Submitted,

/s/ Kevin W. Williams
Kevin W. Williams
Andrew C. Montoya
655 Broadway, Suite 775
Denver, CO 80203
Telephone: (303) 839-1775
Facsimile: (720) 420-1390
E-mail: kwilliams@ccdconline.org
E-mail: amontoya@ccdconline.org

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on March 25, 2015, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will provide electronic service to the following:

Jenifer Ross-Amato
Jenifer.ross@rtd-denver.com

Mindy Marie Swaney
mindy.swaney@rtd-denver.com

/s/ Lauren Haefliger
Colorado Cross-Disability Coalition
Legal Program Assistant