

U.S. DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. 11-cv-02204-MSK-MJW

RUBY ELAINE CULPEPPER

Plaintiff(s),

v.

CITY OF CENTRAL, COLORADO, a home rule municipal  
corporation, and

COLORADO COACH TRANSPORTATION, LLC, a Colorado  
limited liability company

Defendant(s).

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**DEFENDANT CENTRAL CITY'S ANSWER TO COMPLAINT**

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Defendant, the City of Central, Colorado, by and through its undersigned counsel Josh A. Marks of Berg Hill Greenleaf & Ruscitti, LLP, does hereby respond to the Plaintiff's Complaint as follows:

1. This Defendant asserts that the first sentence of paragraph 1 constitutes a legal conclusion incapable of a factual admission or denial. This Defendant denies the second sentence of paragraph 1.

2. This Defendant asserts that the allegation in paragraph 2 constitutes a legal conclusion incapable of a factual admission or denial.

3. This Defendant asserts that the allegation in paragraph 3 constitutes a legal conclusion incapable of a factual admission or denial.

4. This Defendant asserts that the allegation in paragraph 4 constitutes a legal conclusion incapable of a factual admission or denial.

5. This Defendant admits that it and Colorado Coach Transportation, LLC entered into a contract to operate a free shuttle service open to the general public between Central City and Blackhawk, but denies the remaining allegations of paragraph 5 of plaintiff's Complaint.

6. This Defendant's contract speaks for itself and this Defendant denies the allegations of paragraph 6 to the extent that it does not accurately recite or paraphrase the Parties' contract.

7. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 7 of plaintiff's Complaint, and therefore denies the same.

8. The allegation contained in paragraph 8 of plaintiff's Complaint does not consist of a factual allegation, and therefore are incapable of a factual admission or denial.

**ANSWER TO JURSDICTION**

9. This Defendant admits the allegations of paragraph 9 of the plaintiff's Complaint.

10. This Defendant admits the allegations of paragraph 10 of the plaintiff's Complaint.

**ANSWER TO PARTIES**

11. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 11 of plaintiff's Complaint, and therefore denies the same.

12. This Defendant admits the allegations of paragraph 12 of the plaintiff's Complaint.

13. This Defendant admits the allegations of paragraph 13 of the plaintiff's Complaint.

**ANSWER TO GENERAL ALLEGATIONS**

14. This Defendant admits the allegations of paragraph 14 of the plaintiff's Complaint.

15. This Defendant contends that the Parties' contract speaks for itself. This Defendant denies the allegations of paragraph 15 to the extent it does not accurately recite or paraphrase the document.

16. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 16 of plaintiff's Complaint, and therefore denies the same.

17. This Defendant contends that the Parties' contract speaks for itself. This Defendant denies the allegations of paragraph 17 to the extent it does not accurately recite or paraphrase the document.

18. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 18 of plaintiff's Complaint, and therefore denies the same.

19. This Defendant denies the allegations contained in paragraph 19 of the plaintiff's Complaint.

20. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 20 of plaintiff's Complaint, and therefore denies the same.

21. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 21 of plaintiff's Complaint, and therefore denies the same.

22. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 22 of plaintiff's Complaint, and therefore denies the same.

23. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 23 of plaintiff's Complaint, and therefore denies the same.

24. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 24 of plaintiff's Complaint, and therefore denies the same.

25. This Defendant, based upon information and belief, admits that Ms. Culpepper visited Central City on April 1, 2011, but is without sufficient information or

knowledge to admit or deny the remaining allegations of paragraph 25 of plaintiff's Complaint, and therefore denies the same.

26. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 26 of plaintiff's Complaint, and therefore denies the same.

27. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 27 of plaintiff's Complaint, and therefore denies the same.

28. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 28 of plaintiff's Complaint, and therefore denies the same.

29. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 29 of plaintiff's Complaint, and therefore denies the same.

30. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 30 of plaintiff's Complaint, and therefore denies the same.

31. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 31 of plaintiff's Complaint, and therefore denies the same.

32. This Defendant admits the allegations of paragraph 32 of the plaintiff's Complaint.

33. This Defendant denies the allegations contained in paragraph 33 of the plaintiff's Complaint.

34. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 34 of plaintiff's Complaint, and therefore denies the same.

35. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 35 of plaintiff's Complaint, and therefore denies the same.

36. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 36 of plaintiff's Complaint, and therefore denies the same.

37. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 37 of plaintiff's Complaint, and therefore denies the same.

38. This Defendant, based upon information and belief, admits the allegations of paragraph 38 of plaintiff's Complaint.

39. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 39 of plaintiff's Complaint, and therefore denies the same.

40. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 40 of plaintiff's Complaint, and therefore denies the same.

41. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 41 of plaintiff's Complaint, and therefore denies the same.

42. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 42 of plaintiff's Complaint, and therefore denies the same.

43. This Defendant denies the allegations contained in paragraph 43 of the plaintiff's Complaint.

44. This Defendant denies the allegations contained in paragraph 44 of the plaintiff's Complaint.

45. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 45 of plaintiff's Complaint, and therefore denies the same.

46. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 46 of Plaintiff's Complaint, and therefore denies the same.

47. This Defendant denies the allegations contained in paragraph 47 of the plaintiff's Complaint.

48. This Defendant denies the allegations contained in paragraph 48 of the plaintiff's Complaint.

49. This Defendant is without sufficient information or knowledge regarding whether Ms. Culpepper has been damaged, and therefore denies the same. This

Defendant denies the remaining allegations contained in paragraph 49 of the plaintiff's Complaint.

**FIRST CLAIM FOR RELIEF**  
**(Central City's Violations of Title II of the ADA, 42 U.S.C. § 12131, et seq.)**

50. This Defendant incorporates the allegations contained in paragraphs 1 – 49 above In response to paragraph 50 of plaintiff's Complaint.

51. The allegations contained in paragraph 51 of plaintiff's Complaint consist of a legal conclusion that is incapable of a factual admission or denial.

52. The allegations contained in paragraph 52 of plaintiff's Complaint recite a regulation which speaks for itself. This Defendant denies the allegations contained in this paragraph to the extent it does not accurately recite or paraphrase said document.

53. The allegations contained in paragraph 53 of plaintiff's Complaint recite a regulation which speaks for itself. This Defendant denies the allegations contained in this paragraph to the extent it does not accurately recite or paraphrase said document.

54. The allegations contained in paragraph 54 of plaintiff's Complaint recite a regulation which speaks for itself. This Defendant denies the allegations contained in this paragraph to the extent it does not accurately recite or paraphrase said document.

55. The allegations contained in paragraph 55 of plaintiff's Complaint recite a regulation which speaks for itself. This Defendant denies the allegations contained in this paragraph to the extent it does not accurately recite or paraphrase said document.

56. This Defendant admits the allegations of paragraph 56 of the plaintiff's Complaint.



57. This Defendant is without sufficient information or knowledge to admit or deny the allegations of paragraph 57 of plaintiff's Complaint, and therefore denies the same.

58. This Defendant denies the allegations contained in paragraph 58 of the plaintiff's Complaint.

59. This Defendant denies the allegations contained in paragraph 59 of the plaintiff's Complaint.

60. This Defendant denies the allegations contained in paragraph 60 of the plaintiff's Complaint.

61. This Defendant denies the allegations contained in paragraph 61 of the plaintiff's Complaint.

62. This Defendant denies the allegations contained in paragraph 62 of the plaintiff's Complaint.

63. This Defendant is without sufficient information or knowledge regarding whether Ms. Culpepper has been damaged, and therefore denies the same. This Defendant denies the remaining allegations contained in paragraph 63 of the plaintiff's Complaint.

**SECOND CLAIM FOR RELIEF**  
**(CCT's Violations of Title III of the ADA, 42 U.S.C. § 12182, et seq.)**

64-74. The allegations contained in paragraphs 64-74 of plaintiff's Complaint do not involve this Defendant; therefore the City of Central does not respond to these portions of the plaintiff's Complaint.

**THIRD CLAIM FOR RELIEF**  
**(CCT's Violations of the CADA, Colo. Rev. Stat. § 24-34-601, et seq.)**

75-81. The allegations contained in paragraphs 64-74 of plaintiff's Complaint do not involve this Defendant; therefore the City of Central does not respond to these portions of the plaintiff's Complaint.

**GENERAL DENIAL**

To the extent not explicitly admitted or denied, this Defendant alternatively denies any paragraph of the plaintiff's Complaint.

This Defendant further denies the plaintiff's requested prayer for relief.

**AFFIRMATIVE DEFENSES**

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Plaintiff lacks standing to assert injunctive relief.
3. This Defendant reserves the right to add additional affirmative defenses or assert the affirmative defenses asserted by co-defendant Colorado Coach Transportation, LLC, as disclosures and discovery warrant additional amendments.

**DEFENDANT CITY OF CENTRAL, COLORADO  
REQUESTS A TRIAL TO A JURY ON ALL ISSUES.**

Respectfully submitted this 2<sup>nd</sup> day of December, 2011.

BERG HILL GREENLEAF & RUSCITTI LLP

*s/ Josh A. Marks*

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*Attorney for Defendant Central City*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 2<sup>nd</sup> day of December, 2011, I electronically filed the foregoing **DEFENDANT CENTRAL CITY'S ANSWER TO COMPLAINT** with the Clerk of the Court using the CM/ECF system which will send notification to such filing to the following e-mail addresses,

and I hereby certify that I have mailed or served the document or paper to the following non CM/ECF participants in the manner (mail, hand-delivery, etc.) indicated by the non-participant's name:

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*s/ Cheryl Stasiak*

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Cheryl Stasiak