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24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

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STATE OF LOUISIANA

NO. 760-182

DIVISION "C"

PUBLIC ENTITY/FEE EXEMPT
SEE: R.S. 13:4521 & R.S. 13:5112
& R.S. 13:4712

MICHAEL BRANTLEY, JR., ET AL

V.

CITY OF GRETNA & REFLEX TRAFFIC SYSTEMS, INC.

FILED: _____ DEPUTY CLERK

ANSWER AND AFFIRMATIVE DEFENSES ON BEHALF OF THE
DEFENDANT, CITY OF GRETNA, TO THE ORIGINAL, FIRST,
AND SECOND AMENDING AND SUPPLEMENTAL PETITIONS
OF PLAINTIFFS, MICHAEL BRANTLEY, JR., ET AL

NOW INTO COURT, comes the defendant herein, CITY OF GRETNA ("GRETNA") who in response to the original, first amending and supplemental and second amending and supplemental petitions of plaintiffs, Michael Brantley, Jr., et al ("Plaintiffs") with respect represents:

FIRST DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred, in whole or in part, because the petition fails to state facts sufficient to constitute a cause of action against Gretna.

SECOND DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred, in whole or in part, because Plaintiffs has by their acts or omissions waived their right, or are estopped, to pursue this action against Gretna, and//or have failed to exhaust their administrative remedies.



THIRD DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred, in whole or in part, due to the failure of Plaintiffs to mitigate their damages.

FOURTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred, in whole or in part, to the extent that Plaintiffs acted intentionally, willfully, knowingly, recklessly, or otherwise in derogation of law or public policy.

FIFTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, to the extent that Plaintiffs have incurred unreasonable and inappropriate costs and/or expenses with regard to, or in relation to any alleged damages.

SIXTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, to the extent Plaintiffs may not have standing to sue Gretna.

SEVENTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, to the extent Plaintiffs and/or their alleged damages are not the legal responsibility of Gretna and therefore, no damages or equitable relief is due against Gretna.

EIGHTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, on the basis of prescription, and/or the doctrines of equitable estoppel, judicial estoppel, res judicata, waiver and/or laches.



NINTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part for the reasons, exceptions, defenses and affirmative defenses set forth by other defendants in their responsive pleadings filed in these and related proceedings, which exceptions, defenses and affirmative defenses that are not contrary to, or inconsistent with the position and defenses of Gretna, are adopted and incorporated herein as if and as though copied in extenso.

TENTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred, in whole or in part, in that Plaintiffs has failed to state any viable claim against Gretna as all such claims are preempted as a matter of law.

ELEVENTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that the Plaintiffs assumed the risk of loss, if any, and the Plaintiffs knew, or should have known, that any alleged losses, which are denied, were an inevitable consequence of their acts and/or omissions.

TWELFTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that the alleged losses, injury or damages alleged were caused by, or contributed by the fault of others for whom Gretna is not responsible.

THIRTEENTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that the legal cause and cause-in-fact of the damages alleged were caused by the sole negligence of Plaintiffs or others for whom Gretna is not responsible.



FOURTEENTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that Gretna pleads the comparative fault of all parties, and non-parties, to this litigation as provided by Louisiana law including, but not limited to La. Civil Code art. 2323.

FIFTEENTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that Gretna is entitled to immunity as provided by Louisiana law.

SIXTEENTH DEFENSE

Plaintiffs is not entitled to a trial by jury as to the Gretna as provided by Louisiana law including, but not limited to LSA-R.S. 13:5105(A), (D).

SEVENTEENTH DEFENSE

Gretna specifically pleads any and all immunities provided by law, including, but not limited to that provided by R.S. 9:2798.1 and all other limitations of suits afforded them by statute, jurisprudence or otherwise by law, further including all good faith immunities.

EIGHTEENTH DEFENSE

Gretna specifically pleads and invokes the Louisiana Governmental Claims Act (R.S. 13:5101, et seq.) specifically including the limitation of liability contained therein, as well as all other statutory and jurisprudential limitation of liability costs, and/or interest.

NINETEENTH DEFENSE

Gretna affirmatively asserts that it is entitled to claim and do claim the limitation on payment, by a political subdivision of the State of Louisiana, of any judgment as provided by law, and further, no public property or public funds shall be



subject to seizure. Gretna claims this defense to the extent permitted by law.

TWENTIETH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, based upon the voluntary payment doctrine and/or the doctrines of accord, payment and satisfaction

TWENTY-FIRST DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that Gretna did not receive any money from plaintiffs, or others similarly situated, within the meaning of Louisiana Civil Code art. 2299, and therefore recovery is not permitted against Gretna.

TWENTY-SECOND DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, under the terms and conditions of the contractual relationship between Gretna and Redflex Traffic Systems, Inc., and/or if there is any responsibility or liability unto Plaintiffs, which is denied, Redflex is ultimately responsible unto Plaintiffs.

TWENTY-THIRD DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that no fees, costs or interest are due by Gretna, except as strictly provided for by Louisiana law.

TWENTY-FOURTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, in that Plaintiffs' cause of action is not appropriate for class certification in accordance with Louisiana law.

TWENTY-FIFTH DEFENSE

Gretna denies the allegations of any unnumbered or misnumbered paragraphs



and any allegations contained in the Original Petition and/or the First and Second Amending and Supplemental Petitions which have not heretofore been addressed, as well those allegations contained in the prayer for relief.

TWENTY-SIXTH DEFENSE

The action and/or any relief sought by Plaintiffs against Gretna is barred, or may be barred in whole or in part, to the extent Gretna may have additional defenses that cannot now be articulated due to the generality of Plaintiffs's pleadings and Gretna's lack of knowledge or information about Plaintiffs's claims. Accordingly, Gretna reserves his right to supplement and amend this answer and to raise additional defenses as may appear after Plaintiffs particularize their claims and after discovery of additional information concerning those claims.

TWENTY-SEVENTH DEFENSE

Gretna adopts, incorporates and pleads herein all previously filed oppositions, exceptions and the like, on behalf of Gretna, or Redflex Traffic Systems, Inc., to the extent previously adopted by Gretna, as if and as though copied *in extenso* subject to the terms and conditions of the Consent Order on Status Conference Held on May 4, 2020, and signed by the Court on May 11, 2020.

AND NOW IN FURTHER ANSWER AND RESPONSE to Plaintiff's original petition, Gretna avers:

I.

The allegations set forth in ¶1 of Plaintiffs' original petition do not require an answer of this defendant. However, in the event it is determined that an answer is necessary or appropriate, the allegations contained therein are denied.

II.

The allegations set forth in ¶2 of Plaintiffs' original petition as to status and domicile of the plaintiffs are denied for lack of sufficient information to justify belief,



all other allegations set forth therein are denied.

III.

The allegations set forth in ¶3(a) of Plaintiffs' original petition are admitted, the allegations set forth in ¶3(b) do not require a response of this defendant.

IV.

The allegations set forth in ¶4 of Plaintiffs' original petition are denied as requiring a legal conclusion.

V.

The allegations set forth in ¶5 of Plaintiffs' original petition are denied as requiring a legal conclusion.

VI.

The allegations set forth in ¶6 of Plaintiffs' original petition are admitted.

VII.

The allegations set forth in ¶7 of Plaintiffs' original petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

VIII.

The allegations set forth in ¶8 of Plaintiffs' original petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

IX.

The allegations set forth in ¶9 of Plaintiffs' original petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents. Gretna further specifically denies that any "citation" as defined by Louisiana law, is issued by Gretna, or by anyone acting on its behalf, or in conjunction therewith, in connection with any electronic enforcement.



X.

The allegations set forth in ¶10 of Plaintiffs' original petition are denied as requiring a legal conclusion.

XI.

The allegations set forth in ¶11 of Plaintiffs' original petition are denied. Further, Gretna specifically adopts its denials and assertions set forth in ¶9 above with respect to the Plaintiff's misuse of the term "citation."

XII.

The allegations set forth in ¶12 of Plaintiffs' original petition are denied as written. The best evidence of any Ordinance of the City of Gretna is its official record of the Code of Ordinances of the City of Gretna, Further, Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

XIII.

The allegations set forth in ¶13 of Plaintiffs' original petition are denied because Gretna does not issue "citations," nor has it authorized any other person, firm or corporation to issue "citations," as defined by Louisiana law in connection with its electronic enforcement.

XIV.

The allegations set forth in ¶14 of Plaintiffs' original petition are admitted to the extent that Gretna entered into a written contract with Redflex Traffic Systems, Inc., however, Plaintiff's interpretation of that contract are denied as written because the terms, conditions and duties set forth in that written contract are the best evidence of their contents.

XV.

The allegations set forth in ¶15 of Plaintiffs' original petition are denied for



sufficient information to justify belief. Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

XVI.

The allegations set forth in ¶16 of Plaintiffs' original petition are denied and Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

XVII.

The allegations set forth in ¶17 of Plaintiffs' original petition are denied for lack of sufficient information to justify belief.

XVIII.

The allegations set forth in ¶18 of Plaintiffs' original petition are denied for lack of sufficient information.

XIX.

The allegations set forth in ¶19 of Plaintiffs' original petition are denied as written, and further, the best evidence of the contents of the Ordinance are set forth in the actual Code of Ordinances of the City of Gretna.

XX.

The allegations set forth in ¶20 of Plaintiffs' original petition are denied and further denied as requiring a legal conclusion.

XXI.

The allegations set forth in ¶21 of Plaintiffs' original petition are denied as written and further, the contract or extension of any contract is the best evidence of its contents.

XXII.

The allegations set forth in ¶22 of Plaintiffs' original petition are denied, and



further, Gretna re-avers and re-asserts its affirmative defenses set forth herein.

XXIII.

The allegations set forth in ¶23 of Plaintiffs' original petition are denied as written, further, Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the terms "citation."

XXIV.

The allegations set forth in ¶24 of Plaintiffs' original petition are denied as requiring a legal conclusion, further, Gretna adopts its denials and assertions set forth in ¶9 above with respect to the Plaintiffs' misuse of terms "citation."

XXV.

The allegations set forth in ¶25 of Plaintiffs' original petition are denied as requiring a legal conclusion.

XXVI.

The allegations set forth in ¶26 of Plaintiffs' original petition are denied and further denied as requiring a legal conclusion.

XXVII.

The allegations set forth in ¶27 of Plaintiffs' original petition are denied, further denied as requiring a legal conclusion and additionally, Gretna incorporates its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citations."

XXVIII.

The allegations set forth in ¶28 of Plaintiffs' original petition are denied as requiring a legal conclusion.

XXIX.

The allegations set forth in ¶29 of Plaintiffs' original petition are denied as requiring a legal conclusion.



XXX.

The allegations set forth in ¶30 of Plaintiffs' original petition are denied as requiring a legal conclusion and further the original ordinance as set forth in Gretna's Official Code of Ordinances is the best evidence of its contents.

XXXI.

The allegations set forth in ¶31 of Plaintiffs' original petition are denied as requiring a legal conclusion and further Gretna has no legal responsibility to return or refund any sums allegedly paid by Plaintiffs, or those similarly situated.

XXXII.

The allegations set forth in ¶32 of Plaintiffs' original petition do not require an answer of this defendant.

XXXIII.

The allegations set forth in ¶33 of Plaintiffs' original petition are denied and strict proof thereof is required.

XXXIV.

The allegations set forth in ¶34 of Plaintiffs' original petition are denied and strict proof thereof is required.

XXXV.

The allegations set forth in ¶35 of Plaintiffs' original petition are denied and strict proof thereof is required.

XXXVI.

The allegations set forth in ¶36 of Plaintiffs' original petition are denied and strict proof thereof is required. Gretna incorporates its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation."

XXXVII.

The allegations set forth in ¶37 of Plaintiffs' original petition are denied and



strict proof thereof is required.

XXXVIII.

The allegations set forth in ¶138 of Plaintiffs' original petition are denied, and further, the Court has previously denied Plaintiff's request for injunctive relief.

AND NOW IN FURTHER ANSWER AND RESPONSE to Plaintiff's first amending and supplemental petition ("1ST A&S petition"), Gretna avers:

XXXIX.

Gretna re-alleges and re-avers its affirmative defenses set forth above at ¶¶ First Defense through and including Twenty-Seventh Defense as if and as though copied *in extenso*.

XL.

The allegations set forth in ¶1 of Plaintiffs' 1ST A&S petition do not require an answer of this defendant. However, in the event it is determined that an answer is necessary or appropriate, the allegations contained therein are specifically denied and strict proof thereof is required.

XLI.

The allegations set forth in ¶2 of Plaintiffs' 1ST A&S petition as to status and domicile of the plaintiffs are denied for lack of sufficient information to justify belief, all other allegations set forth therein are denied. Gretna further incorporates its denials and assertions set forth in ¶IX above with respect to the plaintiffs' misuse of the term "citations."

XLII.

The allegations set forth in ¶3(a) of Plaintiffs' 1ST A&S petition are admitted, the allegations set forth in ¶3(b) do not require a response of this defendant.

XLIII.

The allegations set forth in ¶4 of Plaintiffs' 1ST A&S petition are denied as



requiring a legal conclusion.

XLIV.

The allegations set forth in ¶15 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

XLV.

The allegations set forth in ¶16 of Plaintiffs' 1ST A&S petition are admitted.

XLVI.

The allegations set forth in ¶17 of Plaintiffs' 1ST A&S petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

XLVII.

The allegations set forth in ¶18 of Plaintiffs' 1ST A&S petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

XLVIII.

The allegations set forth in ¶19 of Plaintiffs' 1ST A&S petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

XLIX.

The allegations set forth in ¶10 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents. Gretna further specifically denies that any "citation" as defined by Louisiana law, is issued by Gretna, or by anyone acting on its behalf, or in conjunction therewith, in connection with any electronic enforcement.



L.

The allegations set forth in ¶11 of Plaintiffs' 1ST A&S petition are denied. Further, Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

LI.

The allegations set forth in ¶12 of Plaintiffs' 1ST A&S petition are denied as written. The best evidence of any Ordinance of the City of Gretna is its official record of the Code of Ordinances of the City of Gretna, Further, Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

LII.

The allegations set forth in ¶13 of Plaintiffs' 1ST A&S petition are denied because Gretna does not issue "citations," nor has it authorized any other person, firm or corporation to issue "citations," as defined by Louisiana law in connection with its electronic enforcement. Further, Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

LIII.

The allegations set forth in ¶14 of Plaintiffs' 1ST A&S petition are denied, and with particularity, there is no "scheme." Any responsibilities, duties or agreements between the defendants are set forth in a written contract, or contracts, the best evidence of which are the written contract, or contracts. Gretna further specifically adopts its denials and assertions set forth in ¶LII above.

LIV.

The allegations set forth in ¶15 of Plaintiffs' 1ST A&S petition are denied for sufficient information to justify belief. Further, as previously shown by Gretna in these proceedings, the LaDOTD has failed to adopt and/or implement any process,



procedure, rules or requirements for the issuance of any purported permission such that no such approval is, or can be, legally required.

LV.

The allegations set forth in ¶16 of Plaintiffs' 1ST A&S petition are denied and Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

LVI.

The allegations set forth in ¶17 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information to justify belief. Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

LVII.

The allegations set forth in ¶18 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information and strict proof thereof is required.

LVIII.

The allegations set forth in ¶19 of Plaintiffs' 1ST A&S petition are denied as written, and further, Gretna specifically adopts its denials and assertions set forth in ¶19 above with respect to the Plaintiffs' misuse of the term "citation."

LIX.

The allegations set forth in ¶20 of Plaintiffs' 1ST A&S petition are denied and strict proof thereof is required.

LX.

The allegations set forth in ¶21 of Plaintiffs' 1ST A&S petition are denied.

LXI.

The allegations set forth in ¶22 of Plaintiffs' 1ST A&S petition are denied, denied as requiring a legal conclusion and further the best evidence of the contents



of any Gretna Ordinance is the official Ordinance contained within the Gretna Code of Ordinances.

LXII.

The allegations set forth in ¶23 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information to justify belief.

LXIII.

The allegations set forth in ¶24 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information to justify belief, further, Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

LXIV.

The allegations set forth in ¶25 of Plaintiffs' 1ST A&S petition denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

LXV.

The allegations set forth in ¶26 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

LXVI.

The allegations set forth in ¶27 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information and as requiring a legal conclusion.

LXVII.

The allegations set forth in ¶28 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information.

LXIX.

The allegations set forth in ¶29 of Plaintiffs' 1ST A&S petition are denied for



lack of sufficient information. Gretna further adopts its denials and assertions set forth in ¶19 above with respect to the Plaintiffs' misuse of the term "citation."

LXX.

The allegations set forth in ¶30 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

LXXI.

The allegations set forth in ¶31 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation."

LXXII.

The allegations set forth in ¶32 of Plaintiffs' 1ST A&S petition are denied as written. Gretna adopts its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation."

LXXIII.

The allegations set forth in ¶33 of Plaintiffs' 1ST A&S petition are denied as written except that the minutes of the Gretna City Council and the Gretna Code of Ordinances are the best evidence of their contents.

LXXIV.

The allegations set forth in ¶34 of Plaintiffs' 1ST A&S petition do not require an answer of this defendant, however, if an answer is deemed necessary or appropriate any contract, or contracts, or extensions, by and between Gretna and Redflex are the best evidence of their contents. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the plaintiffs' misuse of the term "citation."

LXXV.

The allegations set forth in ¶35 of Plaintiffs' 1ST A&S petition are denied and



strict proof thereof is required. Gretna is not liable unto Plaintiffs, or those similarly situated, for the return of any monies whatsoever, and Gretna specifically incorporates its affirmative defenses set forth hereinabove.

LXXVI.

The allegations set forth in ¶136 of Plaintiffs' 1ST A&S petition are denied and strict proof thereof is required. Gretna incorporates its previous pleadings, denials and assertions in these proceedings as to the inapplicability of R.S. 32:398.2 as a matter of law as if and as though copied herein *in extenso*.

LXXVII.

The allegations set forth in ¶137 of Plaintiffs' 1ST A&S petition do not require an answer of this defendant, however, should an answer be deemed necessary or appropriate, the allegations are denied as requiring a legal conclusion.

LXXVIII.

The allegations set forth in ¶138 of Plaintiffs' 1ST A&S petition do not require an answer of this defendant, however, should an answer be deemed necessary or appropriate, the allegations are denied as requiring a legal conclusion.

LXXIX.

The allegations set forth in ¶139 of Plaintiffs' 1ST A&S petition are denied. Further no "citations," within the meaning and intent of Louisiana law are issued by Gretna, or others, but instead only civil notices of violation have been issued.

LXXX.

The allegations set forth in ¶140 of Plaintiffs' 1ST A&S petition are denied. No "citations" within the meaning and intent of Louisiana law were ever issued, nor if issued, were they ever issued or authorized by any peace officer within the meaning and intent of Louisiana law.



LXXXI.

The allegations set forth in ¶41 of Plaintiffs' 1ST A&S petition are denied as written, and further any Gretna ordinance is the best evidence of its contents as set forth in the official Gretna Code of Ordinances. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

LXXXII.

The allegations set forth in ¶42 of Plaintiffs' 1ST A&S petition are denied and further denied as requiring a legal conclusion. Gretna further asserts that La. R.S. 32:398.2 is inapplicable as a matter of law. Gretna also adopts its denials and assertions set forth in ¶9 above with respect to Plaintiffs' misuse of the term "citation."

LXXXIII.

The allegations set forth in ¶43 of Plaintiffs' 1ST A&S petition are denied. Further, Gretna adopts its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation." La. R.S. 32:398.2 is inapplicable as a matter of law.

LXXXIV.

The allegations set forth in ¶44 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

LXXXV.

The allegations set forth in ¶45 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

LXXXVI.

The allegations set forth in ¶46 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.



LXXXVII.

The allegations set forth in ¶47 of Plaintiffs' 1ST A&S petition are admitted as to the enactment of La. R.S. 13:2571, however all other allegations of this paragraph are denied as requiring a legal conclusion.

LXXXVIII.

The allegations set forth in ¶48 of Plaintiffs' 1ST A&S petition are denied and denied as requiring a legal conclusion. As set forth herein above La. R.S. 32:398.2 is inapplicable to Gretna's Electronic Enforcement.

LXXXIX.

The allegations set forth in ¶49 of Plaintiffs' 1ST A&S petition are denied, and denied as requiring a legal conclusion. Gretna re-asserts its denials and assertions set forth at ¶IX above with respect to Plaintiffs' misuse of the term "citation."

XC.

The allegations set forth in ¶50 of Plaintiffs' 1ST A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.

XCI.

The allegations set forth in ¶51 of Plaintiffs' 1ST A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.

XCII.

The allegations set forth in ¶52 of Plaintiffs' 1ST A&S petition are denied and denied as requiring a legal conclusion. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.



XCIII.

The allegations set forth in ¶153 of Plaintiffs' 1ST A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.

XCIV.

The allegations set forth in ¶154 of Plaintiffs' 1ST A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La DOTD.

XCV.

The allegations set forth in ¶155 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

XCVI.

The allegations set forth in ¶156 of Plaintiffs' 1ST A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.

XCVII.

The allegations set forth in ¶157 of Plaintiffs' 1ST A&S petition are denied. No approval was required by the La. DOTD as a matter of law because the La. DOTD failed to adopt, promulgate or enact any rules or regulations related to any permitting process. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.

XCVIII.

The allegations set forth in ¶158 of Plaintiffs' 1ST A&S petition are denied. Gretna re-asserts its denials and assertions set forth in ¶XCVII above with respect to the lack of authority and/or jurisdiction of the La. DOTD.



XCIX.

The allegations set forth in ¶159 of Plaintiffs' 1ST A&S petition are denied. Gretna re-asserts its denials and assertions set forth in ¶XCVII above with respect to the lack of authority and/or jurisdiction of the La. DOTD and ¶IX with respect to the Plaintiffs' misuse of the term "citations."

C.

The allegations set forth in ¶160 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion. Any Ordinance is the best evidence of its contents as set forth in the official Gretna Code of Ordinances.

CI.

The allegations set forth in ¶161 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion. Any Ordinance is the best evidence of its contents as set forth in the official Gretna Code of Ordinances. Further, Gretna reserves any and all rights to except to this allegation as set forth in the Consent Order on Status Conference Held on May 4, 2020 and signed by the Court on May 11, 2020.

CII.

The allegations set forth in ¶162 of Plaintiffs' 1ST A&S petition are denied as written. Further, Gretna adopts the denials and assertions set forth in ¶CI above with respect to the reservation of rights.

CIII.

The allegations set forth in ¶163 of Plaintiffs' 1ST A&S petition are denied and denied as written. These allegations further require a legal conclusion as to whether or not competitive billing is applicable. Further, Gretna adopts the denials and assertions set forth in ¶CI above with respect to the reservation of rights.

CIV.

The allegations set forth in ¶164 of Plaintiffs' 1ST A&S petition are denied as



requiring a legal conclusion.

CV.

The allegations set forth in ¶65 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion and any decision maker referred to in Plaintiff's petition was in fact a "neutral and detached" arbiter.

CVI.

The allegations set forth in ¶66 of Plaintiffs' 1ST A&S petition are denied and denied as requiring a legal conclusion. Gretna adopts its denials and assertions set forth in ¶CV above with respect to the arbiter.

CVII.

The allegations set forth in ¶67 of Plaintiffs' 1ST A&S petition are denied, denied as written and denied as requiring a legal conclusion. Gretna re-avers the denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CVIII.

The allegations set forth in ¶68 of Plaintiffs' 1ST A&S petition are denied. Gretna re-avers the denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CIX.

The allegations set forth in ¶69 of Plaintiffs' 1ST A&S petition are denied. Gretna re-avers the denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter and the denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the word "citation."

CX.

The allegations set forth in ¶70 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information to justify belief. Gretna re-avers the denials and



assertions set forth in ¶CV with respect to the neutral and detached arbiter.

CXI.

The allegations set forth in ¶71 of Plaintiffs' 1ST A&S petition are denied and further Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the word "citation," and ¶XCVII above with respect to the lack of authority or jurisdiction of the La. DOTD.

CXII.

The allegations set forth in ¶72 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion and further adopts its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CXIII.

The allegations set forth in ¶73 of Plaintiffs' 1ST A&S petition are denied, denied as written and denied as requiring a legal conclusion. Gretna further re-avers its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CXIV.

The allegations set forth in ¶74 of Plaintiffs' 1ST A&S petition are denied, denied as written and denied as requiring a legal conclusion. Gretna further re-avers its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CXV.

The allegations set forth in ¶75 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion, and further, Gretna re-avers its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CXVI.

The allegations set forth in ¶76 of Plaintiffs' 1ST A&S petition are denied as



requiring a legal conclusion.

CXVII.

The allegations set forth in ¶77 of Plaintiffs' 1ST A&S petition are denied for lack of sufficient information, denied as requiring a legal conclusion and denied because any Ordinance is the best evidence of its contents as set forth in the official Code of Ordinances of the City of Gretna. Gretna further adopts its denials and assertions in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CXVIII.

The allegations set forth in ¶78 of Plaintiffs' 1ST A&S petition are denied and denied as requiring a legal conclusion. Gretna adopts its denials and assertions in ¶CV above with respect to the neutral and detached arbiter.

CXIX.

The allegations set forth in ¶79 of Plaintiffs' 1ST A&S petition are denied and further Gretna adopts its denials and assertions set forth in ¶XCVII above with respect to the lack of authority or jurisdiction of the La. DOTD.

CXX.

The allegations set forth in ¶80 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion and further any Ordinance is the best evidence of its contents as set forth in the city's official Code of Ordinances.

CXXI.

The allegations set forth in ¶81 of Plaintiffs' 1ST A&S petition are denied and further Gretna adopts its denials and assertions in ¶CV above with respect to the neutral and detached arbiter.

CXXII.

The allegations set forth in ¶82 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.



CXXIII.

The allegations set forth in ¶83 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion, further Gretna re-avers its denials and assertions set forth in ¶IX above with respect to plaintiffs' misuse of the term "citation."

CXXIV.

The allegations set forth in ¶84 of Plaintiffs' 1ST A&S petition are denied except as to plaintiff, Brantley, the best evidence of which would be contained in the record of his notice of violation.

CXXV.

The allegations set forth in ¶85 of Plaintiffs' 1ST A&S petition are denied, and further denied that any refund is due from Gretna as set forth in the affirmative defenses set forth above.

CXXVI.

The allegations set forth in ¶86 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

CXXVII.

The allegations set forth in ¶87 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

CXXVIII.

The allegations set forth in ¶88 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

CXXIX.

The allegations set forth in ¶89 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

CXXX.

The allegations set forth in ¶90 of Plaintiffs' 1ST A&S petition are denied as



requiring a legal conclusion.

CXXXI.

The allegations set forth in ¶191 of Plaintiffs' 1ST A&S petition are denied and denied as requiring a legal conclusion, further, Gretna re-avers is affirmative defenses as set forth above.

CXXXII.

The allegations set forth in ¶192 of Plaintiffs' 1ST A&S petition are denied as requiring a legal conclusion.

CXXXIII.

The allegations set forth in ¶193 of Plaintiffs' 1ST A&S petition are denied.

CXXXIV.

The allegations set forth in ¶194 of Plaintiffs' 1ST A&S petition are denied.

CXXXV.

The allegations set forth in ¶195 of Plaintiffs' 1ST A&S petition are denied.

CXXXVI.

The allegations set forth in ¶196 of Plaintiffs' 1ST A&S petition are denied and further Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of term "citations."

CXXXVII.

The allegations set forth in ¶197 of Plaintiffs' 1ST A&S petition are denied.

CXXXVIII.

The allegations set forth in ¶198 of Plaintiffs' 1ST A&S petition are denied.

CXXXIX.

The allegations set forth in ¶199 of Plaintiffs' 1ST A&S petition are denied.

CXL.

The allegations set forth in ¶100 of Plaintiffs' 1ST A&S petition are denied.



CXLI.

The allegations set forth in ¶101 of Plaintiffs' 1ST A&S petition are denied.

CXLII.

The allegations set forth in ¶102 of Plaintiffs' 1ST A&S petition are denied, and further as set forth in Gretna's affirmative defenses above, jury trials against Gretna are prohibited by law.

AND NOW IN FURTHER ANSWER AND RESPONSE to Plaintiff's second amending and supplemental petition ("2ND A&S petition"), Gretna avers:

CXLIII.

Gretna re-alleges and re-avers its affirmative defenses set forth above at ¶¶ First Defense through and including Twenty-Seventh Defense as if and as though copied *in extenso*.

CXLIV.

The allegations set forth in ¶1 of Plaintiffs' 2ND A&S petition do not require an answer of this defendant. However, in the event it is determined that an answer is necessary or appropriate, the allegations contained therein are specifically denied and strict proof thereof is required.

CXLV.

The allegations set forth in ¶2 of Plaintiffs' 2ND A&S petition as to status and domicile of the plaintiffs are denied for lack of sufficient information to justify belief, all other allegations set forth therein are denied. Gretna further incorporates its denials and assertions set forth in ¶IX above with respect to the plaintiffs' misuse of the term "citations."

CXLVI.

The allegations set forth in ¶3(a) of Plaintiffs' 2ND A&S petition are admitted, the allegations set forth in ¶3(b) do not require a response of this defendant.



CXLVII.

The allegations set forth in ¶14 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CXLVIII.

The allegations set forth in ¶15 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CXLIX.

The allegations set forth in ¶16 of Plaintiffs' 2ND A&S petition are admitted.

CL.

The allegations set forth in ¶17 of Plaintiffs' 2ND A&S petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

CLI.

The allegations set forth in ¶18 of Plaintiffs' 2ND A&S petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

CLII.

The allegations set forth in ¶19 of Plaintiffs' 2ND A&S petition are denied as written, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents.

CLIII.

The allegations set forth in ¶10 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion, and further the official record of the Ordinances of the City of Gretna are the best evidence of their contents. Gretna further specifically denies that any "citation" as defined by Louisiana law, is issued by Gretna, or by anyone acting on its behalf, or in conjunction therewith, in connection with any



electronic enforcement.

CLIV.

The allegations set forth in ¶11 of Plaintiffs' 2ND A&S petition are denied. Further, Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

CLV.

The allegations set forth in ¶12 of Plaintiffs' 2ND A&S petition are denied as written. The best evidence of any Ordinance of the City of Gretna is its official record of the Code of Ordinances of the City of Gretna, Further, Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

CLVI.

The allegations set forth in ¶13 of Plaintiffs' 2ND A&S petition are denied because Gretna does not issue "citations," nor has it authorized any other person, firm or corporation to issue "citations," as defined by Louisiana law in connection with its electronic enforcement. Further, Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

CLVII.

The allegations set forth in ¶14 of Plaintiffs' 2ND A&S petition are denied, and with particularity, there is no "scheme."

CLVIII.

The allegations set forth in ¶15 of Plaintiffs' 2ND A&S Petition are denied, and further, any responsibilities, duties or agreements between the defendants are set forth in a written contract, or contracts, the best evidence of which are the written contract, or contracts. Gretna further specifically adopts its denials and assertions set forth in ¶LII above.



CLIX.

The allegations set forth in ¶16 of Plaintiffs' 2ND A&S Petition are denied for lack of sufficient information to justify belief. Further, as previously shown by Gretna in these proceedings, the LaDOTD has failed to adopt and/or implement any process, procedure, rules or requirements for the issuance of any purported permission or approval such that no such approval is, or can be, legally required.

CLX.

The allegations set forth in ¶17 of Plaintiffs' 2ND A&S Petition are denied and Gretna specifically adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiff's misuse of the term "citation."

CLXI.

The allegations set forth in ¶18 of Plaintiffs' 2ND A&S Petition do not require an answer of this defendant. However, if an answer is deemed necessary, or appropriate Gretna denies that any "citation" form is used, and further denies that any "notice of violation" form is required to be approved by any State agency or department. A "notice of violation" need not comply with the statutory requirements of a "citation" as defined by Louisiana law in Title 32 of the Louisiana Revised Statutes. Gretna further adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXII.

The allegations set forth in ¶19 of Plaintiffs' 2ND A&S Petition are denied for lack of sufficient information to justify belief. Further, Gretna adopts its denials and assertions as set forth in ¶CV with respect to a neutral and detached arbiter.

CLXIII.

The allegations set forth in ¶20 of Plaintiffs' 2ND A&S Petition are denied as written, and further, Gretna specifically adopts its denials and assertions set forth in



¶19 above with respect to the Plaintiffs' misuse of the term "citation."

CLXIV.

The allegations set forth in ¶21 of Plaintiffs' 2ND A&S petition are denied and strict proof thereof is required. Gretna adopts its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CLXV.

The allegations set forth in ¶22 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information to justify belief.

CLXVI.

The allegations set forth in ¶23 of Plaintiffs' 2ND A&S petition are denied, denied as requiring a legal conclusion and further the best evidence of the contents of any Gretna Ordinance is the official Ordinance contained within the Gretna Code of Ordinances.

CLXVII.

The allegations set forth in ¶24 of Plaintiffs' 2ND A&S petition do not require an answer of this defendant. However, should an answer be deemed necessary or appropriate, the best evidence of the actions by the Gretna City Counsel are set forth in the minutes of their meetings and the best evidence of any contracts, or extensions of contracts by and between Gretna and Redflex are the actual documents.

CLXVIII.

The allegations set forth in ¶25 of Plaintiffs' 2ND A&S petition do not require an answer of this defendant. However, should an answer be deemed necessary or appropriate, the best evidence of the Ordinances of the City of Gretna is the official Code of Ordinances of the City of Gretna.

CLXIX.

The allegations set forth in ¶26 of Plaintiffs' 2ND A&S petition do not require



an answer of this defendant, however, if an answer is deemed necessary or appropriate any contract, or contracts, or extensions by and between Gretna and Reflex are the best evidence of their contents. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXX.

The allegations set forth in ¶27 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information to justify belief. Gretna further adopts its denials and assertions as set forth in ¶IX above with respect to the Plaintiffs' misuse of the word "cited."

CLXXI.

The allegations set forth in ¶28 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information to justify belief, further, Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXXII.

The allegations set forth in ¶29 of Plaintiffs' 2ND A&S petition denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXXIII.

The allegations set forth in ¶30 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXXIV.

The allegations set forth in ¶31 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information and as requiring a legal conclusion.



CLXXV.

The allegations set forth in ¶32 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information.

CLXXVI.

The allegations set forth in ¶33 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna further adopts its denials and assertions set forth in ¶9 above with respect to the Plaintiffs' misuse of the term "citation."

CLXXVII.

The allegations set forth in ¶34 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXXVIII.

The allegations set forth in ¶35 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXXIX.

The allegations set forth in ¶36 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXXX.

The allegations set forth in ¶37 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CLXXXI.

The allegations set forth in ¶38 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in



¶IX above with respect to Plaintiffs' misuse of the term "citation."

CLXXXII.

The allegations set forth in ¶39 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation."

CLXXXIII.

The allegations set forth in ¶40 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information. Gretna adopts its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation."

CLXXXIV.

The allegations set forth in ¶41 of Plaintiffs' 2ND A&S petition are denied as written. Gretna adopts its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation."

CLXXXV.

The allegations set forth in ¶42 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion. Further, Gretna adopts its affirmative defenses set forth above in response to these allegations and Gretna is not legally responsible for the return of any monies.

CLXXXVI.

The allegations set forth in ¶43 of Plaintiffs' 2ND A&S petition are denied and further, on information and belief, the instruments used by Redflex were certified by the IACP. Further, Gretna adopts its affirmative defenses set forth above in response to these allegations and additionally, Gretna is not legally responsible for the return of any monies.

CLXXXVII.

The allegations set forth in ¶44 of Plaintiffs' 2ND A&S petition are denied. As



previously set forth by Gretna in other pleadings, motion and discovery in these proceedings, La. R.S. 32:398.1 is inapplicable because notices of violation are not "citations." Gretna re-avers its denials and assertions as set forth in ¶IX above with respect to Plaintiffs' misuse of the word "citation."

CLXXXVIII.

The allegations set forth in ¶45 of Plaintiffs' 2ND A&S petition are denied because as set forth in ¶CLXXXVIII above La. R.S. 32:398.1 is inapplicable to notices of violation. No citations as defined by Louisiana law have been issued by any party to these proceedings.

CLXXXIX.

The allegations set forth in ¶46 of Plaintiffs' 2ND A&S petition are denied because as set forth in ¶CLXXXVIII above La. R.S. 32:398.1 is inapplicable to notices of violation. No citations as defined by Louisiana law have been issued by any party to these proceedings.

CXC.

The allegations set forth in ¶47 of Plaintiffs' 2ND A&S petition do not require an answer of this defendant, however, should an answer be deemed necessary or appropriate, the allegations are denied as requiring a legal conclusion.

CXCI.

The allegations set forth in ¶48 of Plaintiffs' 2ND A&S petition do not require an answer of this defendant, however, should an answer be deemed necessary or appropriate, the allegations are denied as requiring a legal conclusion.

CXCII.

The allegations set forth in ¶49 of Plaintiffs' 2ND A&S petition are denied. Further no "citations," within the meaning and intent of Louisiana law are issued by Gretna, or others, but instead only civil notices of violation have been issued.



CXCIII.

The allegations set forth in ¶150 of Plaintiffs' 2ND A&S petition are denied. No "citations" within the meaning and intent of Louisiana law were ever issued, nor were they ever issued or authorized by any peace officer within the meaning and intent of Louisiana law.

CXCIV.

The allegations set forth in ¶151 of Plaintiffs' 2ND A&S petition are denied as written, and further any Gretna ordinance is the best evidence of its contents as set forth in the official Gretna Code of Ordinances. Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CXCV.

The allegations set forth in ¶152 of Plaintiffs' 2ND A&S petition are denied and further denied as requiring a legal conclusion. Gretna further asserts that La. R.S. 32:398.2 is inapplicable as a matter of law. Gretna also adopts its denials and assertions set forth in ¶19 above with respect to Plaintiffs' misuse of the term "citation."

CXCVI.

The allegations set forth in ¶153 of Plaintiffs' 2ND A&S petition are denied. Further, Gretna adopts its denials and assertions set forth in ¶IX above with respect to Plaintiffs' misuse of the term "citation." La. R.S. 32:398.2 is inapplicable as a matter of law.

CXCVII.

The allegations set forth in ¶154 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.



CXCVIII.

The allegations set forth in ¶155 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CXCIX.

The allegations set forth in ¶156 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CC.

The allegations set forth in ¶157 of Plaintiffs' 2ND A&S petition are admitted as to the enactment of La. R.S. 13:2571, however all other allegations of this paragraph are denied as requiring a legal conclusion.

CCI.

The allegations set forth in ¶158 of Plaintiffs' 2ND A&S petition are denied and denied as requiring a legal conclusion. As set forth herein above La. R.S. 32:398.2 is inapplicable to Gretna's Electronic Enforcement.

CCII.

The allegations set forth in ¶159 of Plaintiffs' 2ND A&S petition are denied, and denied as requiring a legal conclusion. Gretna re-asserts its denials and assertions set forth at ¶IX above with respect to Plaintiffs' misuse of the term "citation."

CCIII.

The allegations set forth in ¶160 of Plaintiffs' 2ND A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.

CCIV.

The allegations set forth in ¶161 of Plaintiffs' 2ND A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.



CCV.

The allegations set forth in ¶62 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion. Gretna further adopts its denials and assertions set forth in ¶CV above as to the lack of jurisdiction and/or authority of the La. DOTD, and further the denials and assertions set forth in ¶LIV above with respect to the lack of an appropriate process or procedure having been adopted, enacted or promulgated by the La. DOTD.

CCVI.

The allegations set forth in ¶63 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCVII.

The allegations set forth in ¶64 of Plaintiffs' 2ND A&S petition are denied. Gretna re-asserts its denials and assertions set forth at ¶LXXVI above with respect to the lack of authority and/or jurisdiction of the La. DOTD.

CCVIII.

The allegations set forth in ¶65 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion. Any Ordinance is the best evidence of its contents as set forth in the official Gretna Code of Ordinances.

CCIX.

The allegations set forth in ¶66 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion. Any Ordinance is the best evidence of its contents as set forth in the official Gretna Code of Ordinances. Further, Gretna reserves any and all rights to except to this allegation as set forth in the Consent Order on Status Conference Held on May 4, 2020 and signed by the Court on May 11, 2020.

CCX.

The allegations set forth in ¶67 of Plaintiffs' 2ND A&S petition are denied as



written. Further, Gretna adopts the denials and assertions set forth in ¶CI above with respect to the reservation of rights.

CCXI.

The allegations set forth in ¶68 of Plaintiffs' 2ND A&S petition are denied and denied as written. These allegations further require a legal conclusion as to whether or not competitive billing is applicable. Further, Gretna adopts the denials and assertions set forth in ¶CI above with respect to the reservation of rights.

CCXII.

The allegations set forth in ¶69 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXIII.

The allegations set forth in ¶70 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion and any decision maker referred to in Plaintiff's petition was in fact a "neutral and detached" arbiter.

CCXIV.

The allegations set forth in ¶71 of Plaintiffs' 2ND A&S petition are denied and denied as requiring a legal conclusion. Gretna adopts its denials and assertions set forth in ¶CV above with respect to the arbiter.

CCXV.

The allegations set forth in ¶72 of Plaintiffs' 2ND A&S petition are denied, denied as written and denied as requiring a legal conclusion. Gretna re-avers the denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CCXVI.

The allegations set forth in ¶73 of Plaintiffs' 2ND A&S petition are denied. Gretna re-avers the denials and assertions set forth in ¶CV above with respect to the



neutral and detached arbiter.

CCXVII.

The allegations set forth in ¶74 of Plaintiffs' 2ND A&S petition are denied. Gretna re-avers the denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter and the denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the word "citation."

CCXVIII.

The allegations set forth in ¶75 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information to justify belief. Gretna re-avers the denials and assertions set forth in ¶CV with respect to the neutral and detached arbiter.

CCXIX.

The allegations set forth in ¶76 of Plaintiffs' 2ND A&S petition are denied and further Gretna adopts its denials and assertions set forth in ¶IX above with respect to the Plaintiffs' misuse of the word "citation," and ¶XCVII above with respect to the lack of authority or jurisdiction of the La. DOTD.

CCXX.

The allegations set forth in ¶77 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion and further adopts its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CCXXI.

The allegations set forth in ¶78 of Plaintiffs' 2ND A&S petition are denied, denied as written and denied as requiring a legal conclusion. Gretna further re-avers its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CCCXXII.

The allegations set forth in ¶79 of Plaintiffs' 2ND A&S petition are denied,



denied as written and denied as requiring a legal conclusion. Gretna further re-avers its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CCXXIII.

The allegations set forth in ¶80 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion, and further, Gretna re-avers its denials and assertions set forth in ¶CV above with respect to the neutral and detached arbiter.

CCXXIV.

The allegations set forth in ¶81 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXXV.

The allegations set forth in ¶82 of Plaintiffs' 2ND A&S petition are denied for lack of sufficient information, denied as requiring a legal conclusion and denied because any Ordinance is the best evidence of its contents as set forth in the official Code of Ordinances of the City of Gretna. Gretna further adopts its denials and assertions in ¶IX above with respect to the Plaintiffs' misuse of the term "citation."

CCXXVI.

The allegations set forth in ¶83 of Plaintiffs' 2ND A&S petition are denied and denied as requiring a legal conclusion. Gretna adopts its denials and assertions in ¶CV above with respect to the neutral and detached arbiter.

CCXXVII.

The allegations set forth in ¶84 of Plaintiffs' 2ND A&S petition are denied and further Gretna adopts its denials and assertions set forth in ¶XCVII above with respect to the lack of authority or jurisdiction of the La. DOTD.

CCXXVIII.

The allegations set forth in ¶85 of Plaintiffs' 2ND A&S petition are denied as



requiring a legal conclusion and further any Ordinance is the best evidence of its contents as set forth in the city's official Code of Ordinances.

CCXXXIX.

The allegations set forth in ¶86 of Plaintiffs' 2ND A&S petition are denied and further Gretna adopts its denials and assertions in ¶CV above with respect to the neutral and detached arbiter.

CCXXX.

The allegations set forth in ¶87 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXXXI.

The allegations set forth in ¶88 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion, further Gretna re-avers its denials and assertions set forth in ¶IX above with respect to plaintiffs' misuse of the term "citation."

CCXXXIV.

The allegations set forth in ¶89 of Plaintiffs' 2ND A&S petition are denied except as to plaintiff, Brantley, the best evidence of which would be contained in the record of his notice of violation.

CCXXXV.

The allegations set forth in ¶90 of Plaintiffs' 2ND A&S petition are denied, and further denied that any refund is due from Gretna as set forth in the affirmative defenses set forth above.

CCXXXVI.

The allegations set forth in ¶91 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXXXVII.

The allegations set forth in ¶92 of Plaintiffs' 2ND A&S petition are denied as



requiring a legal conclusion.

CCXXVIII.

The allegations set forth in ¶193 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXXIX.

The allegations set forth in ¶194 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXXX.

The allegations set forth in ¶195 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXXXI.

The allegations set forth in ¶196 of Plaintiffs' 2ND A&S petition are denied and denied as requiring a legal conclusion, further, Gretna re-avers is affirmative defenses as set forth above.

CCXXXII.

The allegations set forth in ¶197 of Plaintiffs' 2ND A&S petition are denied as requiring a legal conclusion.

CCXXXIII.

The allegations set forth in ¶198 of Plaintiffs' 2ND A&S petition are denied.

CCXXXIV.

The allegations set forth in ¶199 of Plaintiffs' 2ND A&S petition are denied.

CCXXXV.

The allegations set forth in ¶100 of Plaintiffs' 2ND A&S petition are denied.

CCXXXVI.

The allegations set forth in ¶101 of Plaintiffs' 2ND A&S petition are denied and further Gretna adopts its denials and assertions set forth in ¶IX above with respect to



the Plaintiffs' misuse of term "citations."

CCXXXVII.

The allegations set forth in ¶102 of Plaintiffs' 2ND A&S petition are denied.

CCXXXVIII.

The allegations set forth in ¶103 of Plaintiffs' 2ND A&S petition are denied.

CCXXXIX.

The allegations set forth in ¶104 of Plaintiffs' 2ND A&S petition are denied.

CCXL.

The allegations set forth in ¶105 of Plaintiffs' 2ND A&S petition are denied.

CCXLI.

The allegations set forth in ¶106 of Plaintiffs' 1ST A&S petition are denied.

CCXLII.

The allegations set forth in ¶107 of Plaintiffs' 1ST A&S petition are denied, and further as set forth in Gretna's affirmative defenses above, jury trials against Gretna are prohibited by law.

WHEREFORE, defendant, City of Gretna prays that:

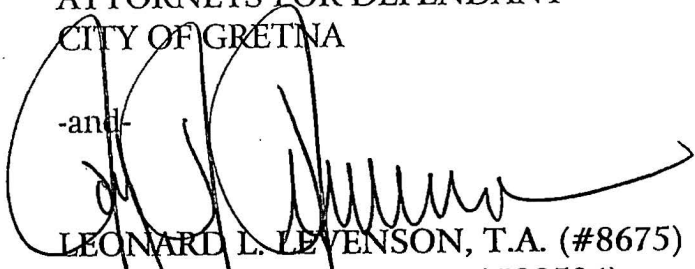
- (A) This answer be deemed good and sufficient;
- (B) After due delays and proceedings had there be judgment herein in favor of defendant, City of Gretna, and against named plaintiffs Michael Brantley, Jr., Debra Boudreaux, individually and on behalf of her deceased husband, Robert Boudreaux, Judith Traigle, Charles W. Brison, Jr., Patricia Cunningham, Delores Tortorich, Terence S. Cooper, Sr., and Erin Streva all individually and as alleged putative class members of similarly situated persons, dismissing their demands at their costs; and,
- (C) For all general and equitable relief.



Respectfully submitted:

E. JOHN LITCHFIELD (8622)
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT A COPY OF THE ABOVE AND FOREGOING PLEADING HAS BEEN SERVED UPON COUNSEL OF RECORD FOR ALL PARTIES BY PLACING A COPY OF THE SAME IN THE UNITED STATES MAILS, PROPERLY ADDRESSED AND POSTAGE PRE-PAID, AND/OR BY FACSIMILE TRANSMISSION, AND/OR BY ELECTRONIC TRANSMISSION, AND/OR BY HAND ON THIS 15TH DAY OF JUNE, 2020.



LEONARD L. LEVENSON



24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

No. 760-182; DIVISION "M"

MICHAEL BRANTLEY, JR. ET AL V. CITY OF GRETNA & REDFLEX TRAFFIC, SYSTEMS, INC.,

ANSWER & AFFIRMATIVE DEFENSES OF BEHALF OF THE CITY OF GRETNA

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June 16, 2020

Hon. Jon Gegenheimer
24TH JDC
P.O. Box 10
Gretna, Louisiana 70054

**PUBLIC ENTITY/FEE EXEMPT
SEE R.S. 13:4521 & R.S. 13:5112
& R.S. 13:4712**

*Re: Brantley, et al v. City of Gretna, et al
Docket No. 760-182, Div. "M"*

Dear Mr. Gegenheimer:

Enclosed for filing, please find an original and two (2) copies of an Answer and Affirmative Defenses on Behalf of the Defendant, City of Gretna, to the Original First and Second Amending and Supplemental Petitions of Plaintiffs, Michael Brantley, Jr., et al, previously faxed filed with your office.

Please be advised that confirmation of fax filing forwarded by your office which inadvertently forwarded to other counsel in this record and not to my office.

**PLEASE BE ADVISED THAT THIS MATTER IS PUBLIC ENTITY/FEE EXEMPT,
SEE R.S. 13:4521 & R.S. 13:5112.**

Please forward to the undersigned, in the enclosed self-addressed stamped envelope, a conformed copy of said pleading. *sent on 6/19/20*

Thank you for your attention in this matter.

Sincerely,

Leonard L. Levenson
LEONARD L. LEVENSON

LLL/rm

enc.



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