

24<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 760-182

DIVISION "C"

MICHAEL BRANTLEY, JR. ET AL.

VERSUS

CITY OF GRETNA AND REDFLEX TRAFFIC SYSTEMS, INC.

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

**ANSWER AND AFFIRMATIVE DEFENSES**

NOW INTO COURT, through undersigned counsel, comes defendant, Redflex Traffic Systems, Inc. ("Redflex"), and for its affirmative defenses and answer to Plaintiffs' Second Amended & Supplemental Class Action Petition for Damages, Declaratory Judgment, and Injunctive Relief (the "Second Amended Petition") respectfully pleads as follows:

**AFFIRMATIVE DEFENSES**

*First Affirmative Defense*

Plaintiffs' claims against Redflex are barred for failure to state a claim upon which relief may be granted.

*Second Affirmative Defense*

Plaintiffs lack standing or any colorable right to assert a claim against Redflex.

*Third Affirmative Defense*

Plaintiffs' claims are barred, in whole or in part, on the grounds that failure to contest liability mooted their claims against Redflex.

*Fourth Affirmative Defense*

Plaintiffs' claims are barred, in whole or in part, on grounds of waiver, estoppel, laches, prematurity, res judicata, failure to exhaust administrative remedies, and/or lack of subject matter jurisdiction.

*Fifth Affirmative Defense*

Plaintiffs' claims are not ripe for adjudication.

*Sixth Affirmative Defense*

Plaintiffs' claims against Redflex are barred in whole or part by operation of legal limitations, statutes of repose, prescriptive periods, and/or on grounds of peremption.

***Seventh Affirmative Defense***

Under the premises of the Second Amended Petition, Plaintiffs are not entitled to any award of damages nor any other legal or equitable relief from or against Redflex.

***Eighth Affirmative Defense***

To the extent Plaintiffs allege violations of the due process guarantees of Article I, § 2 of the Louisiana Constitution, as a result of “defendants’ procedures,” Plaintiffs claims against Redflex are barred on the grounds that Redflex was not involved in the administrative hearing procedures, and in any event is a private actor not subject to Louisiana Constitutional standards.

***Ninth Affirmative Defense***

To the extent Plaintiffs sustained any loss, harm, or injury on the premises of the Second Amended Petition (which is expressly and specifically denied), any such loss, harm, or injury arose as the legal, direct, and proximate result of Plaintiffs’ own acts, omissions, and fault and/or the acts, omissions, and fault of other persons for whom Redflex is neither responsible nor liable.

***Tenth Affirmative Defense***

To the extent Plaintiffs sustained any loss, harm, or injury in connection with the acts, omissions, or occurrences alleged, described, or otherwise identified or referenced in the Second Amended Petition or otherwise (which is expressly and specifically denied), any such loss, harm, or injury was legally and proximately caused by the failure of Plaintiffs and/or others to act and conduct their own affairs in a reasonable and prudent manner, for which Redflex is neither responsible nor liable, and/or by the intentional, reckless, and/or negligent misconduct and delictual fault, breach of duty, and/or offenses or quasi-offenses of Plaintiffs or of others for whom Redflex is neither responsible nor liable.

***Eleventh Affirmative Defense***

Plaintiffs’ claims for monetary relief are barred in whole or part on grounds of failure of mitigation, aggravation, and/or by the doctrine of impairment.

***Twelfth Affirmative Defense***

Redflex pleads the doctrine of *damnum absque injuria*.

***Thirteenth Affirmative Defense***

Plaintiffs are neither parties nor intended third-party beneficiaries to the contract for services between Redflex and the City of Gretna and thus have no standing to assert a breach of contract claim.

***Fourteenth Affirmative Defense***

Plaintiffs' claims against Redflex are barred under the voluntary payment doctrine and the doctrines of compromise and/or accord and satisfaction.

***Fifteenth Affirmative Defense***

Redflex did not receive any money within the meaning of Louisiana Civil Code art. 2299. Redflex acted as a conduit for the City of Gretna ("the City"). Alternatively, insofar as the City ultimately paid Redflex any portion of the funds that Plaintiffs paid to the City, Redflex was paid as an obligee of the City and innocent third party under Louisiana precedent, from whom recovery is not permitted.

***Sixteenth Affirmative Defense***

Plaintiffs cannot recover from Redflex because Plaintiffs and Redflex have and had no contacts, dealings, interactions, contracts, transactions, privity, connections, or interactions whatsoever.

***Seventeenth Affirmative Defense***

Redflex is not responsible for repayment to Plaintiffs of funds Redflex was paid by the City for services it rendered pursuant to its contract with the City of Gretna, nor for the repayment to Plaintiffs of funds the City of Gretna received.

***Eighteenth Affirmative Defense***

Plaintiffs are not entitled to any award of fees, costs, or interest (conventional, judicial, otherwise) as against Redflex.

***Nineteenth Affirmative Defense***

Redflex avers that this lawsuit is not appropriate for certification as a class action, as it does not comply with the class requirements of the Louisiana Code of Civil Procedure or the jurisprudence arising thereunder.

***Twentieth Affirmative Defense***

Plaintiffs' claims are barred under the qualified immunity and/or derivative sovereign immunity doctrine.

***Twenty-first Affirmative Defense***

Redflex adopts and incorporates by reference the affirmative defenses of other defendants to this action not inconsistent with its pleadings herein.

*Twenty-second Affirmative Defense*

To the extent any affirmative defenses pled herein are contradictory, mutually exclusive, or otherwise inconsistent, such contradictory, mutually exclusive, or inconsistent affirmative defenses are pled in the alternative.

*Twenty-third Affirmative Defense*

Redflex reserves the right to assert any other defense that may be discovered at any time during the progress of this proceeding.

**ANSWER**

**AND NOW**, responding specifically to the separately iterated allegations and individually numbered paragraphs set forth in Plaintiffs' Second Amended Petition, Redflex further avers as follows:

1.

Redflex denies that the Electronic Traffic Enforcement Ordinance (the "Ordinance") is illegal and further denies that Redflex implements and/or enforces the Ordinance, either on its own or in conjunction with the City. Further responding, Plaintiffs have judicially confessed that their constitutional claim is limited to an as-applied challenge only, and Redflex denies and objects to any characterization of their claim inconsistent with that judicial admission. The remaining allegations in Paragraph 1 do not require a response from Redflex. Responding out of an abundance of caution, Redflex denies such allegations in Paragraph 1 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

**PARTIES**

2.

Redflex denies the allegations in Paragraph 2 to the extent they suggest that the Ordinance, or the implementation thereof, was unlawful. The remaining allegations in Paragraph 2 are denied for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted, except to admit that Michael Brantley, Jr., Debra Boudreaux, Judith Traigle, Charles W. Brison, Jr., Patricia Cunningham, Delores Tortorich, Terence S. Cooper, Sr., and Erin Strevia were issued notices of violations (NOVs) and that whereas Mr. Brantley, Ms. Tortorich, and Ms. Strevia requested a hearing related to an NOV, the other named Plaintiffs never requested a hearing related to any NOV.

3.

Redflex admits that it is a foreign corporation formed under Delaware law, with a principle place of business in Phoenix, Arizona, and is authorized to do and is doing business in the Jefferson Parish and Louisiana. The remaining allegations in Paragraph 3 are denied for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

**JURISDICTION & VENUE**

4.

The allegations in Paragraph 4 assert legal arguments and/or conclusions to which no response is required. Out of an abundance of caution and solely to the extent any further response may hereafter be deemed warranted, Redflex avers that Plaintiffs failed to exhaust available administrative remedies and as such, that their claims are premature and that this Court lacks jurisdiction over those claims. Redflex further avers this Court lacks jurisdiction over the claims of Plaintiffs who made payments associated with the NOVs issued to them rather than contesting the NOVs and thereby admitted their liability with respect to those NOVs. Further responding, Redflex denies that venue is proper and otherwise denies the remaining allegations in Paragraph 4 for lack of sufficient information to justify a belief therein.

5.

The allegations in Paragraph 5 assert legal arguments and/or conclusions to which no response is required. Out of an abundance of caution and solely to the extent any further response may hereafter be deemed warranted, Redflex admits that Louisiana law applies to this dispute and otherwise denies all remaining allegations in Paragraph 5.

**FACTUAL BACKGROUND**

6.

The allegations in Paragraph 6 are directed to the City, and therefore no response from Redflex is required. To the extent a response is required, out of an abundance of caution, Redflex admits that the City of Gretna is located on the west bank of the Mississippi River in Jefferson Parish, Louisiana. The remaining allegations in Paragraph 6 assert legal arguments and/or conclusions to which no response is required. Out of an abundance of caution and solely to the extent any further response may hereafter be deemed warranted, Redflex denies the

remainder of the allegations in Paragraph 6 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

7.

Redflex admits that the Gretna City Council adopted Ordinance No. 3678 (the “Ordinance”) on April 9, 2008; that the Ordinance amended Chapter 90 of the City of Gretna Code of Ordinances to add Article VII; and that the Ordinance was codified as Gretna City Ordinances 90-505 through 90-511. To the extent that Paragraph 7 purports to describe the contents of the Ordinance, Redflex states that the Ordinance is the best evidence of its existence and contents, and no further response is necessary. However, out of an abundance of caution, Redflex denies the remainder of the allegations, and specifically denies any description of the Ordinance to the extent inconsistent with the Ordinance’s precise wording.

8.

Redflex admits that it entered a contract with the City of Gretna entitled “Exclusive Agreement Between the City of Gretna, Louisiana and Redflex Traffic Systems, Inc. for Photo Red Light and Photo Speed Enforcement Program” (the “Contract for Services”) on or about April 17, 2008, which contract is the best evidence of its existence and contents. The remaining allegations in Paragraph 8 are legal conclusions and/or arguments to which no response is required. To the extent a response is required, out of an abundance of caution, those allegations are denied, and specifically denied to the extent that they differ in any manner from the precise wording of the contract for services.

9.

On information and belief, the Ordinance has been amended several times since its original enactment. To the extent Paragraph 9 purports to assert that Exhibit B to the Second Amended Petition is a complete and accurate representation of the Ordinance (as amended) during the entire time period at issue in this litigation, the allegation is denied.

10.

Redflex admits that “Notices of Violation” (“NOVs”) were mailed to vehicle owners, but denies that the NOVs are “citations,” within the meaning of La. R.S. 32:398.2 and other related statutes. To the extent that Paragraph 10 purports to assert that Redflex “assessed” any “penalties,” the allegations in Paragraph 10 are denied. Further, insofar as Paragraph 10 purports to describe the contents of the Ordinance, Redflex states that the Ordinance is the best



evidence of its content, and Redflex denies any description inconsistent with the precise wording of the Ordinance.

11.

Redflex denies the allegations in Paragraph 11 as written. Redflex states that NOVs are issued to the individual whose name corresponds with the Department of Motor Vehicles' records for the license plate of the vehicle captured traveling at a speed exceeding a certain range above the posted speed limit. Any person who receives a NOV may contest the imposition of the civil penalty by a request in writing for an administrative adjudication of the civil penalty. The Ordinance outlines a number of possible defenses including, that "[t]he motor vehicle was being operated by a person other than the Owner of the vehicle without the effective consent of the Owner" and that "[t]he person who received the notice of violation was not the Owner of the motor vehicle at the time of the violation."<sup>1</sup>

12.

The allegations in Paragraph 12 are directed to the City, and therefore no response from Redflex is required. To the extent a response is required, out of an abundance of caution, Redflex denies the allegations in Paragraph 12. Further, to the extent that the allegations in Paragraph 12 reference Resolution No. 2009-12, Redflex responds that the Resolution is the best evidence of its existence and contents.

13.

Redflex denies that the City, through Redflex, began issuing NOVs on December 15, 2008. On information and belief, the first NOV was issued on December 31, 2008. Additionally, Redflex denies that it has "issued" any "citations" or "collected" any NOV payments made by Plaintiffs to the City within the meaning of Art. 2299. Redflex denies the remaining allegations in Paragraph 13 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

14.

Redflex denies that it employs or has knowledge of the existence of any "scheme"; denies that it "issues" any "citations"; and denies that it "determines if it feels that the issuance of [an NOV] is appropriate." Further responding, Redflex avers that it forwards data to the City, including the photographs and video footage, about potential violations that meet the specific

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<sup>1</sup> 90-408(5) and (8).

criteria identified in the City of Gretna Business Rules. The City, through an authorized city employee, decides which individuals will receive NOVs. Further responding, Redflex admits that it provided mobile radar equipped devices which Gretna deployed on Lafayette Street, Franklin Street, Westbank Expressway, Belle Chasse Highway, 5<sup>th</sup> Street, 1<sup>st</sup> Street, US Highway 90, Louisiana Highway 23, Louisiana Highway 18, Louisiana Highway 466, Stumpf Boulevard, Gretna Boulevard, Lapalco Boulevard, Whitney Avenue, Creagan Avenue, Anson Street, Claire Avenue, Hancock Street, Derbigny Street, Huey P. Long, Mason Avenue, and Monroe Street.

15.

In response to Paragraph 15, Redflex states that when that equipment detects that a vehicle has exceeded the speed limit by an amount specified by the City, the equipment takes a series of photographs of the vehicle. The equipment in question does not “determine”; rather, the equipment only “detects.” All other allegations in Paragraph 15 are denied as stated.

16.

In response to Paragraph 16, Redflex denies that the Louisiana DOTD ever adopted, promulgated, or implemented a permit requirement or procedure that applies to Redflex’s automated speed enforcement devices. As the remainder of Paragraph 16 is premised on such a supposition, Redflex denies the remainder of Paragraph 16’s allegations as well.

17.

Redflex denies the allegations in Paragraph 17 to the extent they differ from the precise wording contained in the NOVs actually sent to violators. Additionally, to the extent the allegations in Paragraph 17 suggest that violators who paid without requesting a hearing did not do so voluntarily, the allegations are denied. Further, to the extent that Paragraph 17 purports to describe the contents of the NOVs, the documents are the best evidence of their existence and contents, and no response is necessary. However, out of an abundance of caution, Redflex admits that the NOVs contain the excerpted, incomplete language quoted in Paragraph 17.

18.

Redflex avers that the NOVs are the best evidence of their existence and contents and denies any allegation in Paragraph 18 that is inconsistent therein. Further responding, Redflex admits that vehicle owners are provided the option of requesting a hearing. To the extent the allegations in Paragraph 18 suggest any involvement by Redflex in the hearing process or the scheduling of hearings, the allegations are denied. Additionally, Redflex denies that the



Louisiana DOTD ever adopted, promulgated, or implemented a form approval process that applies to the NOVs the City issues to NOV recipients. The remainder of the allegations in Paragraph 18 are denied lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

19.

The allegations in Paragraph 19 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 18 as stated for lack of sufficient information to form or justify a belief therein.

20.

The allegations in Paragraph 20 do not pertain to Redflex, and therefore require no response. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 20 as stated for lack of sufficient information to form or justify a belief therein.

21.

The allegations in Paragraph 21 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 21 as stated for lack of sufficient information to justify a belief therein.

22.

Redflex specifically denies that it "implemented" any "established procedure" with regard to the administrative proceedings. The remainder of the allegations in Paragraph 22 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 22 for lack of sufficient information to justify a belief therein.

23.

The allegations in Paragraph 23 are directed at the City's conduct in administering the hearing process and assessing fees related thereto, in which Redflex had no involvement, and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the remaining allegations in Paragraph 23 as legal conclusions to which no response is required. To the extent a response is required, those allegations are also denied.

24.

Redflex admits that the Contract for Services between the City and Redflex was renewed in October 2013.

25.

The allegations in Paragraph 24 are directed to the City and contain legal conclusions to which no response is required. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 25 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

26.

Redflex denies the allegations in Paragraph 26 as stated. Further responding, Redflex avers that it provides certain services to support the City of Gretna's Traffic Enforcement Program as outlined in the Contract for Services, which is the best evidence of its existence and contents, including a description of the services provided. Redflex denies the allegations in Paragraph 34 to the extent they are inconsistent with the Contract for Services.

27.

Redflex denies the allegations in Paragraph 27.

28.

Redflex admits that a NOV with the number GRM16001386 was issued to Michael Brantley for exceeding the posted speed limit at 1900 Lafayette Street, Gretna, Louisiana in or around January of 2016. Redflex denies the remaining allegations in Paragraph 28 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex further avers that Mr. Brantley's NOV is the best evidence of its existence and contents.

29.

Redflex denies that Sue Sampey is or was ever a Redflex employee or representative, and otherwise denies the allegations in Paragraph 29 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex further avers that Mr. Brantley's hearing letter is the best evidence of its existence and contents.

30.

The allegations in Paragraph 30 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in

Paragraph 30 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

31.

The allegations in Paragraph 31 are directed at the City's conduct in administering the hearing process and accessing fees related thereto, in which Redflex had no involvement, and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 31 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

32.

Redflex admits that payment related to NOV numbered GRM16001386 was tendered to the City on or about April 22, 2016 in the amount of \$267.95, but otherwise denies the allegations in Paragraph 32 as stated, and in particular denies the subjective basis for the payment for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

33.

Redflex admits that NOV numbered GRM11023045 was issued to Mr. Brantley for exceeding the speed limit on Gretna Boulevard in or around December of 2011 and that payment was tendered to the City with respect to this NOV, without requesting a hearing. Redflex denies the remaining allegations in Paragraph 33 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex further denies the allegations in Paragraph 33 to the extent the allegations suggest that any payment tendered in connection with NOV number GRM11023045 was not tendered voluntarily. Redflex further avers that Mr. Brantley's NOV is the best evidence of its existence and contents.

34.

Redflex admits that NOV numbered GRM10010955 was issued to Debra Boudreaux for exceeding the speed limit on the Westbank Expressway in or around August of 2010, for which payment in full was tendered to the City; that NOV numbered GRM14025421 was issued to Robert B. Boudreaux for exceeding the speed limit on the Westbank Expressway in or around October of 2014, for which payment in full was tendered to the City; and that NOV numbered GRM14033888 was issued to Robert B. Boudreaux for exceeding the speed limit on Gretna Boulevard in or around December of 2014, for which payment in full was tendered to the City.

Redflex further avers that Mr. and Mrs. Boudreaux's NOV's are the best evidence of their existence and contents. Redflex denies the remaining allegations in Paragraph 34 as stated for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex further denies the allegations in Paragraph 34 to the extent the allegations suggest that any payments tendered in connection with NOV's numbered GRM10010955, GRM14025421, and GRM14033888 were not tendered voluntarily.

35.

Redflex admits that NOV numbered GRM10025356 was issued to Judith Traigle for exceeding the speed limit on the Belle Chase Highway in or around November of 2010, for which payment in full was tendered to the City. Redflex further avers that Ms. Traigle's NOV is the best evidence of its existence and contents. Redflex denies the remaining allegations in Paragraph 35 as stated for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex further denies the allegations in Paragraph 35 to the extent the allegations suggest that any payment tendered in connection with NOV numbered GRM10025356 was not tendered voluntarily.

36.

Redflex admits that NOV numbered GRM11018039 was issued to Charles W. Brison, Jr. for exceeding the speed limit on Belle Chase Highway in or around September of 2011, for which partial payment was tendered to the City. Redflex further admits that NOV numbered GRM13027445 was issued to Mr. Brison, Jr. for exceeding the speed limit on Belle Chase Highway in or around August of 2013, for which no payment has ever been tendered to the City. Redflex also admits that NOV numbered GRM15018541 was issued to Mr. Brison, Jr. for exceeding the speed limit on Belle Chase Highway in or around June of 2015, for which payment in full was tendered to the City. Further, Redflex admits that NOV numbered GRM16023876 was issued to Mr. Brison, Jr. for exceeding the speed limit on Belle Chase Highway in or around September of 2016, for which no payment has ever been tendered to the City. Redflex further avers that the NOV's issued to Mr. Brison, Jr. are the best evidence of their existence and contents. Redflex denies the remaining allegations in Paragraph 36 as stated and for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex further denies the allegations in Paragraph 36 to the extent the

allegations suggest that any payments tendered in connection with NOVs numbered GRM11018093 and GRM15018541 were not tendered voluntarily.

37.

Redflex admits that NOV numbered GRM5006388 was issued to Patricia L. Cunningham for exceeding the speed limit on Westbank Expressway in or around February of 2015, for which payment in full was tendered to the City. Redflex also admits that NOV numbered GRM17008056 was issued to Ms. Cunningham for exceeding the speed limit on Westbank Expressway in or around April of 2017, for which payment in full was tendered to the City. Redflex further avers that the NOVs issued to Ms. Cunningham are the best evidence of their existence and contents. Redflex denies the remaining allegations in Paragraph 37 as stated for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex further denies the allegations in Paragraph 37 to the extent the allegations suggest that any payments tendered in connection with NOVs numbered GRM15006388 and GRM17008056 were not tendered voluntarily.

38.

Redflex admits that NOV number GRM13025681 was issued to Delores C. Tortorich for exceeding the speed limit on Belle Chase Highway on or about August 2013, for which payment in full was tendered to the City. Redflex further avers that the NOV issued to Ms. Tortorich is the best evidence of its existence and contents. The remainder of the allegations in Paragraph 38 are directed to the City and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 38 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

39.

Redflex admits that NOV numbered GRM17000146 was issued to Terrence S. Cooper, Sr. for exceeding the speed limit on Westbank Expressway in or around December of 2016, for which payment in full was tendered to the City. Redflex also admits that a NOV number GRM1800132A was issued to Mr. Cooper for exceeding the speed limit on Gretna Boulevard in or around February of 2018, for which payment in full was tendered to the City. Redflex further avers that the NOVs issued to Mr. Cooper are the best evidence of their existence and contents. Redflex denies the remaining allegations in Paragraph 39 as stated for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted. Redflex

further denies the allegations in Paragraph 39 to the extent the allegations suggest that any payments tendered in connection with NOVs numbered GRM17000146 and GRM18001328A were not tendered voluntarily.

40.

Redflex admits that NOV numbered GRM20001532 was issued to Erin Elizabeth Streva for exceeding the speed limit on Westbank Expressway on or about January 2020, for which payment in full was tendered to the City. Redflex further avers that the NOV issued to Ms. Streva is the best evidence of its existence and contents. The remainder of the allegations in Paragraph 40 are directed to the City and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 40 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

41.

Redflex denies the allegations in Paragraph 41 for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

**APPLICABLE LAW & LIABILITY OF DEFENDANTS**

42.

The allegations in Paragraph 42 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. Redflex specifically denies that a class action is allowed under the law.

**LACK OF AUTHORITY TO IMPOSE FINES UNDER THE ORDINANCE**

43.

The allegations in Paragraph 43 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. Further, insofar as Paragraph 43 purports to describe the contents of the Ordinance, Redflex states that the Ordinance is the best evidence of its contents, and Redflex denies any description inconsistent with the precise wording of the Ordinance.

**VIOLATION OF LSA-R.S. 32:398.1**

44.

The allegations in Paragraph 44 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. Further, insofar as Paragraph 44 purports to describe the contents of any specific statute, Redflex states that that



statute is the best evidence of its content, and Redflex denies any description inconsistent with the precise wording of the statute.

45.

The allegations in Paragraph 45 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. Further, insofar as Paragraph 45 purports to describe the contents the NOV's, Redflex states that that the NOV's are the best evidence of their contents, and Redflex denies any description inconsistent with the precise wording of the NOV's.

VIOLATION OF LSA-R.S. 32:398.2

46.

The allegations in Paragraph 36 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied.

47.

Redflex admits the allegations in Paragraph 47.

48.

The allegations in Paragraph 48 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied.

49.

The allegations in Paragraph 49 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. Moreover, insofar as the allegations refer to the Louisiana Highway Regulatory Act, the Ordinance, and the Contract for Services, Redflex states that those documents are the best evidence of their existence and contents.

50.

The allegations in Paragraph 50 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. Moreover, insofar as the allegations refer to the NOV's and the Contract for Services, Redflex states that those documents are the best evidence of their existence and contents.

51.

The allegations in Paragraph 51 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. Further, to the extent that the allegations suggest that automated speed enforcement devices constitute "traffic

control devices,” those allegations are also denied. Finally, insofar as the allegations refer to the NOVs and the Ordinance, those documents are the best evidence of their existence and contents.

52.

The allegations in Paragraph 52 are legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied.

53.

The allegations in Paragraph 53 contain legal arguments/conclusions to which no response is required. To the extent a response is required, those allegations are denied. The remaining allegations in Paragraph 53 are directed at the City’s conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. Responding out of an abundance of caution, Redflex denies the allegations in Paragraph 53.

**LACK OF AUTHORITY TO IMPOSE FINES IN THIS MANNER**

54.

The allegations in Paragraph 54 contain legal arguments/conclusions to which no response is required. Additionally, the allegations in Paragraph 54 are directed at the City’s purported lack of authority to impose fines, and therefore no response is required from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 54 are denied.

55.

The allegations in Paragraph 55 contain legal arguments/conclusions to which no response is required. Additionally, the allegations in Paragraph 55 are directed at the City’s purported lack of authority to impose fines, and therefore no response is required from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 55 are denied.

56.

The allegations in Paragraph 56 contain legal arguments/conclusions to which no response is required. Additionally, the allegations in Paragraph 56 are directed at the City’s purported lack of authority to impose fines, and therefore no response is required from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 56 are denied.

57.

The allegations in Paragraph 57 contain legal arguments/conclusions to which no response is required. Additionally, the allegations in Paragraph 57 are directed at the City's purported lack of authority to impose fines, and therefore no response is required from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 57 are denied.

58.

The allegations in Paragraph 58 contain legal arguments/conclusions to which no response is required. Additionally, the allegations in Paragraph 48 are directed at the City's purported lack of authority to impose fines, and therefore no response is required from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 58 are denied.

**LACK OF AUTHORITY TO OPERATE THE SUBJECT  
PHOTO ENFORCEMENT PROGRAM**

59.

The allegation in Paragraph 59 is a legal argument/conclusion to which no response is required. To the extent a response is required, the allegation is denied.

60.

The allegation in Paragraph 60 is a legal argument/conclusion to which no response is required. To the extent a response is required, the allegation is denied.

61.

The allegations in Paragraph 61 contain legal arguments/conclusions to which no response is required. Redflex nonetheless denies that its automated speed enforcement devices constitute "traffic control device[s]" or that Louisiana law requires DOTD approval of such devices. To the extent any further response is required, Redflex denies the remaining allegations. Further, insofar as the allegations refer to the Louisiana Highway Regulatory Act, Redflex states that the Louisiana Highway Regulatory Act is the best evidence of its existence and contents.

62.

The allegation in Paragraph 62 is a legal argument/conclusion to which no response is required. To the extent a response is required, the allegation is denied. Additionally, and/or alternatively, the Louisiana DOTD never adopted, promulgated, or implemented an applicable

permit requirement or procedure. Further, insofar as Paragraph 62 purports to describe the contents of any specific statute, Redflex states that that statute is the best evidence of its contents, and Redflex denies any description inconsistent with the precise wording of the statute.

63.

The allegations in Paragraph 63 are legal arguments/conclusions to which no response is required. To the extent a response is required, the allegations are denied. Further, insofar as Paragraph 63 purports to describe the contents of any specific statute, Redflex states that that statute is the best evidence of its contents, and Redflex denies any description inconsistent with the precise wording of the statute.

64.

The allegations in Paragraph 64 are legal arguments/conclusions to which no response is required. To the extent a response is required, the allegations are denied. Additionally, and/or alternatively, the Louisiana DOTD never adopted, promulgated, or implemented an applicable permit requirement or procedure and no permission or approval was required for the City to operate its program.

**REFLEX'S LACK OF AUTHORITY TO OPERATE THE SUBJECT PROGRAM**

65.

The allegations in Paragraph 65 concern Plaintiffs' claim for lack of authority based on the City's alleged failure to follow public bidding procedures. That claim has been dismissed with prejudice for lack of standing, and thus no response is required. To the extent a response is required, Redflex denies the allegations contained in Paragraph 65.

66.

The allegations in Paragraph 66 concern Plaintiffs' claim for lack of authority based on the City's alleged failure to follow public bidding procedures. That claim has been dismissed with prejudice for lack of standing, and thus no response is required. To the extent a response is required, Redflex denies the allegations contained in Paragraph 66.

67.

The allegations in Paragraph 67 concern Plaintiffs' claim for lack of authority based on the City's alleged failure to follow public bidding procedures. That claim has been dismissed with prejudice for lack of standing, and thus no response is required. To the extent a response is required, Redflex denies the allegations contained in Paragraph 67.

68.

The allegations in Paragraph 68 concern Plaintiffs' claim for lack of authority based on the City's alleged failure to follow public bidding procedures. That claim has been dismissed with prejudice for lack of standing, and thus no response is required. To the extent a response is required, Redflex denies the allegations contained in Paragraph 68.

**FAILURE TO PROVIDE A NEUTRAL, UNBIASED ARBITER**

69.

The allegations in Paragraph 69 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 69 are denied.

70.

The allegations in Paragraph 70 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 70 are denied.

71.

The allegations in Paragraph 71 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 71 are denied.

72.

The allegations in Paragraph 72 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. The allegations are also legal arguments/conclusions to which no response is required. To the

extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 72 are denied.

73.

The allegations in Paragraph 73 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 73 are denied.

74.

The allegations in Paragraph 74 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 74 are denied.

75.

The allegations in Paragraph 75 are directed to the City and therefore require no response from Redflex. Moreover, insofar as the allegations also contain legal arguments/conclusions, no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 75 are denied for lack of sufficient information to form or justify a reasonable belief in the truth of the matter(s) asserted.

76.

Redflex avers that it is a publicly traded corporation, and otherwise denies the allegations contained in Paragraph 76 as stated.

77.

The allegations in Paragraph 77 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 77 are denied.



78.

The allegations in Paragraph 78 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 78 are denied.

79.

The allegations in Paragraph 79 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 79 are denied.

80.

In response to Paragraph 80, Redflex denies that it "implemented" any procedure with regard to the administrative hearings at issue in this case. The remaining allegations in Paragraph 80 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and are also legal arguments, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 80 are denied.

**TOTAL DISREGARD OF ANY EVIDENTIARY STANDARD**

81.

The allegations in Paragraph 81 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, and therefore require no response from Redflex. The allegations are also legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 81 are denied.

82.

Redflex denies that it "implemented" or "adopted" any procedure with regard to the administrative hearings at issue in this case. The remainder of the allegations in Paragraph 82 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, or contain legal arguments to which no response is required, and therefore require

no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 82 are denied.

**THE TOTALITY OF THE ADMINISTRATIVE HEARING PROCESS' [sic]  
DISREGARD OF STATE AND LOCAL LAWS**

83.

Redflex denies that it “implemented” or “adopted” any procedure with regard to the administrative hearings at issue in this case. The remainder of the allegations in Paragraph 83 are directed at the City’s conduct in administering the hearing process, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 83 are denied.

84.

Redflex denies that it “implemented” or “adopted” any procedure with regard to the administrative hearings at issue in this case. The remainder of the allegations in Paragraph 84 are directed at the City’s conduct in administering the hearing process, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 84 are denied.

85.

The allegations in Paragraph 85 are directed at the City’s conduct in administering the hearing process, in which Redflex had no involvement, and/or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 85 are denied. Further, to the extent the allegations reference the Ordinance, Redflex respectfully avers that the Ordinance is the best evidence of its existence and contents.

86.

Redflex denies that it “implemented” or “adopted” any procedure with regard to the administrative hearings at issue in this case. The remainder of the allegations in Paragraph 86 are directed at the City’s conduct in administering the hearing process, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and

therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 86 are denied.

87.

The allegations in Paragraph 87 are directed at the City's conduct in administering the hearing process, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 87 are denied.

**LACK OF AUTHORITY FOR THE IMPOSITION OF HEARING FEES**

88.

The allegations in Paragraph 88 are directed at the City's administrative hearing process, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. Further responding out of an abundance of caution, Redflex denies that it employs any "scheme" or had knowledge of the existence of any "scheme," and otherwise denies the allegations contained in Paragraph 88.

89.

The allegations in Paragraph 89 are denied as stated.

90.

The allegations in Paragraph 90 are directed at the City's administrative hearing process, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 90 are denied. Further, to the extent the allegations reference the Ordinance, Redflex states that the Ordinance is the best evidence of its existence and contents.

**VIOLATION OF ARTICLE VI, § 9 OF THE LOUISIANA CONSTITUTION**

91.

The allegations in Paragraph 91 are directed at the City's conduct in enacting the Ordinance, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 91 are denied.

92.

The allegation of Paragraph 92 is a legal argument/conclusion to which no response is required. To the extent a response is required, the allegation contained in Paragraph 92 is denied.

93.

The allegations in Paragraph 93 are directed at the City's conduct in enacting the Ordinance, in which Redflex had no involvement, or contain legal arguments/conclusions to which no response is required, and therefore require no response from Redflex. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 93 are denied.

**RETURN OF THING NOT OWED**

94.

Redflex admits that Article 2299 is the best evidence of its contents, and, to the extent the allegations of Paragraph 94 conflict with the precise wording of that Article, Redflex denies those allegations. Further responding, the allegations in Paragraph 94 are legal arguments/conclusions to which no response is required. Solely out of an abundance of caution and to the extent any further response may be deemed appropriate, Redflex denies the allegations contained in Paragraph 94.

95.

The allegations in Paragraph 95 are legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the allegations contained in Paragraph 95 are denied.

96.

To the extent the allegations in Paragraph 96 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 96.

**JUDICIAL INTEREST**

97.

To the extent the allegations in Paragraph 97 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 97.

## CLASS CERTIFICATION

98.

To the extent the allegations in Paragraph 98 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 98.

99.

To the extent the allegations in Paragraph 99 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 99.

100.

To the extent the allegations in Paragraph 100 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 100.

101.

To the extent the allegations in Paragraph 101 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 101.

102.

To the extent the allegations in Paragraph 102 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 102.

103.

In response to Paragraph 103, Redflex denies that the proposed class definition is appropriate. The remaining allegations in Paragraph 103 are legal arguments/conclusions to which no response is required. To the extent a response is required, out of an abundance of caution, the remaining allegations contained in Paragraph 103 are denied.

104.

To the extent the allegations in Paragraph 104 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 104.

105.

To the extent the allegations in Paragraph 105 are legal arguments/conclusions, no response is required. Further responding out of an abundance of caution, Redflex denies the allegations contained in Paragraph 105.

**RELIEF REQUESTED**

106.

Redflex denies that Plaintiffs are entitled to the relief requested. The remaining allegations in Paragraph 106 do not require a response from Redflex. To the extent a response is required, out of an abundance of caution Redflex denies the allegations contained in Paragraph 106.

**JURY REQUEST**

107.

The allegations in Paragraph 107 do not require a response from Redflex. To the extent a response is required, Redflex denies Plaintiffs' entitlement to a jury trial.

**IF NOT ADMITTED, ALLEGATIONS ARE DENIED**

All allegations not specifically admitted herein are hereby specifically denied and Redflex demands strict proof thereof.

**PRAYER FOR RELIEF**

WHEREFORE, Redflex respectfully prays that the Court deem its Answer good and sufficient; that class certification be rejected; that, after due proceedings have been conducted, the Court render judgment in Redflex's favor and against Plaintiffs, dismissing Plaintiffs' claims with prejudice and at Plaintiffs' sole cost and expense; that all other particularly asserted relief be denied; and that the Court otherwise award Redflex all other general or equitable relief that the Court deems appropriate.



Respectfully submitted,



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**ATTORNEYS FOR DEFENDANT,  
REDFLEX TRAFFIC SYSTEMS, INC.**

**CERTIFICATE OF SERVICE**

I certify that, October 1, 2020, the foregoing pleading was served on all known counsel by U.S. First Class Mail and/or electronic means.



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KENT A. LAMBERT