

25TH JUDICIAL DISTRICT COURT
PARISH OF PLAQUEMINES
STATE OF LOUISIANA

BENEDICT ROUSSELLE, ET AL
Petitioners

and

STATE OF LOUISIANA, THROUGH THE
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT, PLENARY
INFRASTRUCTURE BELLE CHASSE
LLC, PLENARY LOUISIANA TOLLING
LLC, AND KAPSCH TRAFFICOM USA,
INC.,

Defendants

DocketNo. **70-256** Div. **A**

CLASS ACTION PETITION FOR
DAMAGES, DECLARATORY
JUDGMENT, PERMANENT
INJUNCTION, AND ATTORNEY FEES

NOW INTO COURT, through undersigned counsel, come Petitioners, Benedict Rousselle, Denise Buford, Zach Zillner, Nancy B. LaHaye, Salvo's LLC, Peter Traigle, A & L Sales, Inc., and New Orleans Iron Works, LLC, individually and on behalf of similarly situated persons, natural and juridic, as a putative class of persons entitled to relief,

- a Benedict Rousselle is a person of the age of majority who is domiciled in Plaquemines Parish, State of Louisiana;
- b Denise Buford is a person of the age of majority who is a dual resident of both Plaquemines Parish, State of Louisiana, and the state of Florida;
- c Zach Zillner is a person of the age of majority who is domiciled in St. Tammany Parish, State of Louisiana;
- d Nancy B. LaHaye is a person of the age of majority who is domiciled in Plaquemines Parish, State of Louisiana;
- e Salvo's LLC, a limited liability company domiciled and doing business in Plaquemines Parish, State of Louisiana;
- f Peter Traigle, a person of the age of majority who is domiciled in Plaquemines Parish, State of Louisiana;
- g A & L Sales, Inc., a domestic business corporation domiciled and doing business in Plaquemines Parish, State of Louisiana;
- h New Orleans Iron Works, LLC, a limited liability company domiciled and doing business in Plaquemines Parish, State of Louisiana;

who, through undersigned counsel for record, respectfully aver as follows:

1.

Made Defendants herein are:

- a. **STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**, a department of the State of Louisiana, domiciled in the Parish of East Baton Rouge and doing business in the Parish of Plaquemines, State of Louisiana, hereinafter “DOTD”.
- b. **PLENARY INFRASTRUCTURE BELLE CHASSE LLC**, a foreign limited liability company, registered and doing business in the Parish of Plaquemines, State of Louisiana, whose registered office is located at 3867 Plaza Tower Dr., 1st Floor, Baton Rouge, Louisiana 70816, hereinafter “Plenary”;
- c. **PLENARY LOUISIANA TOLLING LLC**, a foreign limited liability company, registered and doing business in the Parish of Plaquemines, State of Louisiana, whose registered office is located at 3867 Plaza Tower Dr., 1st Floor, Baton Rouge, Louisiana 70816, herein after “Tolling”; and
- d. **KAPSCH TRAFFICCOM USA, INC.**, a foreign corporation, registered and doing business in the Parish of Plaquemines, State of Louisiana, with a registered office at 450 Laurel Street, 8th Floor, Baton Rouge Louisiana 70801, herein after “Kapsch”.

BACKGROUND

2.

In December of 2019, during the administration of former Gov. John Bel Edwards and DOTD Sec. Shawn Wilson, Plenary and DOTD entered into a Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479, for the removal of the existing LA Hwy 23 Belle Chasse Bridge and Tunnel, the construction of a new LA Hwy 23 Belle Chasse Bridge, the maintenance of the new bridge, and the operation of tolling on the new bridge.

3.

Tolling on the new bridge began on or about May 12, 2025, marking the date that people traversing the bridge in a motor vehicle were charged tolls, fines, penalties, postage, and other fees attendant thereto.

4.

Plenary has engaged Tolling, and Tolling engaged Kapsch to operate the toll phase of the agreement, including receipt of the various elements of revenue.

5.

Kapsch has, since May 14, 2025, been billing and collecting tolls and the other attendant revenue from persons to whom motor vehicles that have traversed the Belle Chasse Bridge are registered, by use of the GEAUXPASS trademark owned by DOTD, ostensibly, in accordance with the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479.

6.

On October 2, 2025 Gov. Jeff Landry and DOTD Sec. Glenn Ledet, Jr. issued a letter to Plenary ordering the immediate suspension of tolling on the Belle Chasse Bridge, citing multiple apparent violations of the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479.

7.

On October 8, 2025, Franklin Associates, on behalf of Plenary, Tolling, and Kapsch issued an email that informed bridge users of the suspension and further informed that "All previous transactions and fees remain valid and due, and non-payment may result in violations."

8.

During the period of tolling, Kapsche has billed and/or collected in excess of \$10,000,000.00 in tolls, fines, fees, and penalties based upon the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479.

JURISDICTION AND VENUE

9.

The tolling at issue is taking place in the Parish of Plaquemines, State of Louisiana.

10.

Petitioners underlying claim is that the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479, the sole legal authority for levying and collecting tolls and attendant fees on vehicles traversing the Belle Chasse Bridge, was entered into in violation of Louisiana law, specifically the failure to comply with LA Revised Statutes 48:250.4 and 48:2084.1, et seq.

11.

The sole basis of the claim is compliance with Louisiana state law, and there are no federal issues apparent in the matter.

12.

There does not exist complete diversity between all petitioners and all defendants, as Petitioners, Benedict Rousselle, Zach Zillner, Nancy B. LaHaye, Salvo's LLC, Peter Traigle, A & L Sales, Inc., and Defendant the DOTD are domiciled in Louisiana.

13.

Getty Oil Corp., Div. of Texaco, Inc. v. Ins. Co. of N. Am., 841 F.2d 1254, 1258 (5th Cir. 1988) holds:

If the case involves more than one plaintiff and more than one defendant, the court must be certain that all plaintiffs have a different citizenship from all defendants. *Strawbridge v. Curtiss*, 7 U.S. (3 Cranch) 267, 2 L. Ed. 435 (1806) and *Tewari De-Ox Sys. v. Mt. States/Rosen, Ltd. Liab. Corp.*, 757 F.3d 481, 483 (5th Cir. 2014) holds: For diversity jurisdiction to be proper, the "court must be certain that all plaintiffs have a different citizenship from all defendants."

14.

Over two-thirds of the class members are citizens of the State of Louisiana, residing and/or doing business in Plaquemines Parish and the surrounding parishes.

15.

The primary conduct leading to this cause of action was the DOTD entering into the agreement with Plenary, in Louisiana, without complying with LA Revised Statutes 48:250.4 and 48:2084.1, et seq, with the other Defendants only being parties as subsidiaries and contractors of Plenary.

16.

The significant class-member citizenship in Louisiana and the primary role of the DOTD in the controversy qualifies this class under the local controversy exception the Class Action Fairness Act; therefore, jurisdiction and venue are proper in the 25th Judicial District Court, Parish of Plaquemines, State of Louisiana.

LEGAL BASIS FOR CLAIM

17.

The Agreement between Plenary and DOTD is only permissible upon the application of LRS 48:2084, et seq., with the DOTD standing in the place of the Louisiana Transportation Authority, pursuant to LRS 48:250.4, which provides, in pertinent part:

"...the Department of Transportation and Development, with approval of the House

and Senate transportation, highways, and public works committees, may solicit proposals for and enter into contracts for public-private partnership projects for a transportation facility. The department shall comply with the provisions of R.S. 48:2084 through 2084.15 that are applicable to public-private partnership projects of the Louisiana Transportation Authority...”

18.

LRS 48:2084.15, provides, in pertinent part:

“If any property or facility of the authority or of any private entity authorized to act in accordance with the provisions of this Chapter is to be located within the jurisdiction of an existing port commission, port, harbor and terminal district, or the offshore terminal authority, the mutual written agreement of such entity shall be required before the authority approves the transportation facility.”

19.

The Project at issue lies within the jurisdiction of the Plaquemines Port, Harbor, and Terminal District (“Port”), as the jurisdiction of the Port is coextensive with the Parish of Plaquemines, pursuant to LRS 34:1351.

20.

The Plaquemines Parish Council serves as the governing authority of the Port.

21.

The Plaquemines Parish Council, in its role as the sole governing authority of the Port, did not enter into a mutual written agreement with the DOTD in regard to this Project, as required by LRS 48:2084.15, nor was anyone authorized to act on behalf of the Port to enter into such mutual written agreement.

22.

As such, the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 was not entered into in compliance with the mandatory provisions of Louisiana law.

23.

A public contract entered into in violation of the mandatory requirements of Louisiana law is subject to nullity.

24.

Petitioners have all been charged and paid tolls levied in accordance with the

Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479, and as such have standing to assert the nullity thereof.

25.

As the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 is a nullity, there was no such authority to levy tolls and the related revenue.

26.

LA Civil Code Art. 2299 provides: A person who has received a payment or a thing not owed to him is bound to restore it to the person from whom he received it.

27.

Upon the nullity of the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479, the tolls and related revenue were never properly owed by the members of the class to Kapsch, or any other juridical person on behalf it may have been acting, rendering Kapsch, Tolling, Pleanry, and/or DOTD in receipt of such money bound to return such tolls and other revenue to the extent that each Defendant received the money not owed.

28.

On information and belief, the DOTD had not, as of the date the tolls were suspended by the Governor, and have not since received any of the tolls or other revenue related thereto as of the filing of this action, so the DOTD would not, at present be obligated to return a thing not received; however, if the current suspension of the tolls is lifted and the DOTD begins receiving revenue from the tolls then DOTD would be in receipt of a thing to which it is not entitled.

29.

DOTD remains a proper party as DOTD is a party to the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 and has a justiciable interest in the declaration that the Agreement is a nullity.

30.

DOTD, under the terms of the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479, Exhibit C "WINDFALL PROCEEDS PAYMENTS", will be entitled to payments from Plenary from toll proceeds above certain agreed upon levels of toll collections.

31.

The nullity of the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 would deny the DOTD the anticipated future Windfall Proceeds Payment.

32.

LA Code of Civil Procedure Art. 641 provides:

A person shall be joined as a party in the action when either:

(1) In his absence complete relief cannot be accorded among those already parties.

(2) He claims an interest relating to the subject matter of the action and is so situated that the adjudication of the action in his absence may either:

(a) As a practical matter, impair or impede his ability to protect that interest.

(b) Leave any of the persons already parties subject to a substantial risk of incurring multiple or inconsistent obligations.

33.

The nonjoinder of DOTD would directly impair its ability to protect its interest in the Windfall Proceeds Payment; therefore, DOTD is a required party under LA Code of Civil Procedure Art. 641.

34.

Additionally, the nullity of the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479, as sought by Petitioners, will create an issue between Plenary and DOTD as to the payment for the construction costs of the Bridge, which Plenary could assert, thereby making the interests of Plenary and DOTD not directly aligned and potentially adverse, further supporting the necessity to join DOTD as a proper party defendant.

CLASS STATUS

35.

This matter is properly a class action claim in accordance with LA Code of Civil Procedure Art. 591, meeting all of the prerequisites of LA Civil Code Art. 591(A).

36.

Between May 14, 2025 and October 2, 2025 there were approximately 3,000,000 toll transactions for persons traversing the Belle Chasse Bridge, with a gross amount of tolls levied and other fees charged in an amount in excess of \$10,000,000, which makes the class so

numerous that joinder of all members is impracticable.

37.

Each member of the class charged a toll or related revenue has the same claim in law, that the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 is a nullity and thus, Defendants ,Plenary, Tolling, and/or Kapsch received money not owed and are obligated to return it pursuant to LA Civil Code Art. 2299.

38.

The claims or defenses of Kapsch, Plenary, Tolling, and/or DOTD as to the obligations under LA Civil Code Art. 2299 are typical among them, to the extent each has received toll related monies.

39.

Additionally, Plenary, Tolling, Kapsch, and DOTD will have the same defenses as to the nullity claims of the class.

40.

The representative parties will fairly and adequately protect the typical interests of the class of persons who have paid and are entitled to return of the wrongfully levied tolls and related expenses:

- a. Benedict Rousselle has been required to pay in-parish tolls in his ordinary and necessary travel in an around Belle Chasse, Louisiana;
- b. Denise Buford has been required to pay out-of-parish tolls due to her personal vehicle being registered in the State of Florida, where she maintains dual residency;
- c. Zach Zillner has been required to pay out-of-parish tolls due to his residency in St. Tammany Parish, Louisiana, despite being a business owner of a business in Plaquemines Parish;
- d. Nancy B. LaHaye has been required to pay in-parish tolls when she traverses the Belle Chasse Bridge to reach her polling place so that she can exercise her right to vote;
- e. Salvo's LLC, has been required to pay a toll surcharge in order to continue to do business with its established business vendor that is required to pay business level tolls in order to reach Salvo's business establishment;
- f. Peter Traigle, as a resident of Plaquemines Parish pays tolls to go to and from his place of business on a daily basis;

- g. A & L Sales, Inc., has been paying the business twelve tolls on over 10 vehicles that, in the ordinary course of business cross the Bridge at least once per day, and often multiple times, to access the primary source of fuel for their business vehicles they must cross the Bridge, and multiple vendors to the business have added toll surcharges to their invoices for service;
- h. New Orleans Iron Works, LLC, has been required to pay business tolls on its commercial vehicles and has been paying tolls on behalf of over 20 employees who reside outside of Plaquemines Parish, in order to prevent those employees from severing their employment due to the fiscal strain of the tolls.

41.

Defendants, collectively, have record of every vehicle owner to which a toll or other revenue item has been assessed, including the address at which the person's vehicle is registered, and a record of the exact amount levied and/or collected from each such member, allowing that the class can be defined objectively, such that the court may determine the constituency of the class for purposes of the conclusiveness of any judgment that may be rendered in the case.

42.

This matter is properly a class action claim in accordance with LA Code of Civil Procedure Art. 591, meeting all of the requirements of LA Civil Code Art. 591(B).

43.

The prosecution of separate actions by the individual members would create the risk the cases being assigned to different judges and thus create a risk of inconsistent judgment on the central issue of the nullity of the Agreement.

44.

Defendants who may likely oppose class certification have been put on notice of the defect in the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 but have taken no action to remedy such defect and have not afforded any person aggrieved by the tolls of an exemption from the tolls on the basis of the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 being a nullity.

45.

The fundamental issue of whether the tolling authority purported vested in the Defendants, Plenary, Tolling, and Kapsch is null and void applies universally to the members of

the class.

46.

The management of the class lacks difficulty as the data maintained by Defendants, is anticipated to be complete and available, as the tolling only took place over a period of several months, prior to the suspension thereof by DOTD.

47.

The relative value of the aggregate claim of individual class members is likely in the few hundred dollar range, so there is no practical likelihood that individual class members could pursue their own claims.

48.

As this is the first public-private project being pursued using the statutory scheme of LRS 48:2084, et seq and LRS 48:250.4, it presents a perfect opportunity to establish the requirements of the law for such projects and potentially avoid issues with future projects; in fact, a second such Agreement in another parish has executed involving, essentially the same parties, and in that project the governing authority of the port having jurisdiction over the area of the project did take formal action to approve the execution of a mutual written agreement, which action is the claim of deficiency herein.

RELIEF REQUESTED

49.

Petitioners are entitled to a declaratory judgment that the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 is null and void as it was executed without compliance with Louisiana law, specifically LA Revised Statutes 48:250.4 and 48:2084.14 and there was no legal authority to levy tolls, and related revenues, for traversing the Belle Chasse Bridge, as the Agreement was not entered into in the manner required by LRS 48:2084.15 .

50.

Petitioners are entitled to a permanent injunction enjoining Defendants from levying or collecting any future tolls, as well as any other fees, fines, penalties, costs, or other monies related thereto, as to any person traversing the Belle Chasse Bridge under the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479.

51.

The members of the class are entitled to the return of any monies received by any of the Defendants based upon the purported tolling authority of the Agreement in this matter, based upon the sums paid by each member, pursuant to LA Civil Code Art. 2299.

52.

The members of the class are also entitled to an award of court costs and a reasonable award of attorney fees, in accordance with LA Civil Code Art. 595.

PRAYER

WHEREFORE, Petitioners, on behalf of themselves and on behalf of a putative class of similarly situated persons, pray that their Petition be deemed good and sufficient, that Defendants be served, and, after due process and delays that there be judgment herein finding that the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479 be deemed null and void for failure to meet the mandatory requirements for the execution thereof, specifically the failure to obtain the mutual written agreement of the Plaquemines Port, Harbor, and Terminal District as required by LA Revised Statutes 48:250.4 and 48:2084.15;

FURTHER, Petitioners pray that all tolls, and other monies related thereto, levied and collected from Petitioners, and other members of the class, in accordance with the Agreement, be returned to the person from whom received by the Defendant(s) in accordance with LA Civil Code Art. 2299;

FURTHER, Petitioners pray that a permanent injunction issue, enjoining Defendants from levying any future tolls, or other related monies, or collecting any tolls, or related monies, levied but not yet collected, under the Comprehensive Agreement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, State Project No. H.00479; and

FURTHER, Petitioners pray that Defendants be ordered to appear and show cause as to why the class should not be certified

FINALLY, Petitioners pray that the class be awarded all court costs related to this matter,
and a reasonable attorney fee in accordance with LA Civil Code 595.

Respectfully Submitted By:



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LaHaye, Salvo's LLC, Peter Traigle, A & L
Sales, Inc., and New Orleans Iron Works,
LLC, and all similarly situated class members

PLEASE SERVE:

STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, through Secretary, Glenn Ledet, 1201 Capitol Access Road, Baton Rouge, Louisiana 70802;

PLENARY INFRASTRUCTURE BELLE CHASSE LLC, at 3867 Plaza Tower Dr., 1st Floor, Baton Rouge, Louisiana 70816, hereinafter "Plenary";

PLENARY LOUISIANA TOLLING LLC, at 3867 Plaza Tower Dr., 1st Floor, Baton Rouge, Louisiana 70816, herein after "Tolling";

KAPSCH TRAFFICCOM USA, INC., at 450 Laurel Street, 8th Floor, Baton Rouge Louisiana 70801, herein after "Kapsch";