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IN THE SUPERIOR COURT
KING COUNTY, STATE OF WASHINGTON

MICHAEL TODD, GREGORY)
STACKHOUSE, MAX HARRISON,)
STEVE BLAI AND VONDA SARGENT,)
individually and on behalf of all classes of)
similarly situated persons,)

Plaintiffs,

vs.

THE CITIES OF AUBURN, BELLEVUE,)
BREMERTON, BURIEN, FEDERAL)
WAY, FIFE, ISSAQUAH, LACEY, LAKE)
FOREST PARK, LAKEWOOD,)
LYNNWOOD, MONROE, MOSES)
LAKE, PUYALLUP, RENTON, SEATAC,)
SEATTLE, SPOKANE, TACOMA, AND)
WENATCHEE, individually and on behalf)
of all classes of cities similarly situated, AS)
WELL AS AMERICAN TRAFFIC)
SOLUTIONS, LLC (DBA "ATS)
SOLUTIONS") AND REDFLEX)
TRAFFIC SYSTEMS, INC.)

Defendants.

No.:

CLASS ACTION COMPLAINT
FOR CONVERSION, UNJUST
ENRICHMENT, MALICIOUS
PROSECUTION/ABUSE OF PROCESS,
VIOLATION OF CONSUMER
PROTECTION ACT, RESTITUTION,
AND INJUNCTIVE/DECLARATORY
RELIEF

1 INTRODUCTION

2
3 In 2005, Washington State passed RCW 46.63.170 which authorized cities to use
4 “Automatic Traffic Safety Cameras” such as red-light and school zone cameras to issue traffic
5 tickets. Several cities began using these cameras to cite drivers for violations of the traffic
6 code. State law requires that the cities pay the vendors of these cameras only based on the
7 value of the equipment and services provided, and it prohibited the cities from paying such
8 vendors based on revenue generated by the cameras so as to not induce improper activities by
9 the vendor. State law also provides that the fines for camera traffic tickets cannot exceed the
10 amount of fines for parking tickets in each city. Finally, State law requires that the cities
11 obtain the approval of the Washington State Supreme Court’s administrative agency, the
12 Administrative Office of the Courts, for their proposed infraction form before putting them
13 into use.

14 All known contracts for traffic cameras in Washington involve a city hiring one of two
15 private companies to run the camera programs: Redflex Traffic Systems or American Traffic
16 Solutions.¹ Collectively, these companies issue tens of thousands of red light and automated
17 radar tickets per month. In most jurisdictions these companies literally issue the tickets and
18 collect the fines: they superimpose the electronic signature of a City law enforcement officer
19 or official, they print notices of infraction at their out-of-state offices, they mail the tickets to
20 the alleged violators, and they collect the payments at an address located outside Washington.

21 Although State law requires cities to apply for approval of a notice of infraction form
22 before issuing these tickets, not all of the cities have done so. A number of the cities either
23 did not apply for approval of a notice of infraction, and many that applied for approval were
24 rejected. In either case, the Administrative Office of the Courts has never approved of these
25

¹ These two companies have contracts with Auburn, Bellevue, Bremerton, Burien, Federal Way, Fife, Issaquah, Lacy, Lake Forest Park, Lakewood, Lynnwood, Monroe, Moses Lake, Puyallup, Renton, SeaTac, Seattle, Spokane, Tacoma, and Wenatchee.

1 cities' use of the "notice of traffic infraction" issued to alleged violators. The following cities
2 never applied for approval of their infraction forms: Bellevue, Fife, Lynnwood, Monroe, and
3 Renton. The following cities applied for approval of their infraction forms, but the forms
4 were ultimately rejected: Auburn, Lakewood, and Seatac. This information comes directly
5 from the Administrative Office of the Courts. See letter to Andrea Roberston dated May 29,
6 2009 from AOC and related correspondence attached as Ex. A. **According to state law, a
7 traffic infraction case does not begin, and there is no presumption that an infraction was
8 committed, until a ticket on an approved form is issued by a police officer.** IRLJ 2.1 and
9 RCW 46.63.060(2). In the present situation, no infraction cases were actually initiated against
10 each plaintiff because an approved ticket form was not used. Despite this violation of State
11 law, the cities and the two camera companies have been improperly collecting and splitting
12 millions of dollars by mailing out what amounts to fake tickets.
13

14 Had these cities applied for approval, they may have avoided the use of inaccurate and
15 confusing forms. For example, the City of Fife and the City of Seatac forms state that the
16 cited person must use one of three coupons when responding to the ticket. However, the three
17 coupons do not allow a person who was cited to send in a declaration of nonresponsibility as
18 allowed by RCW 46.63.075(2). This inaccurate form, along with its instructions, falsely
19 indicates that a declaration of nonresponsibility is not available. This issue, as well as many
20 other defects in these unapproved forms, has acted to deny citizens options that Washington's
21 law allows. See, Ex. B.

22 Although State law dictates that the fine for a camera ticket cannot exceed the fine for
23 "other parking infractions" in each city, almost all of the cities involved have set the fine
24 amount for a camera ticket at a much higher level than city parking tickets. Most of the cities
25 have set standard parking fines at between \$25.00 and \$50.00. (For example, Seattle
Municipal Code 11.31.121 sets the fine for 105 parking infractions under \$45.00, and the fine

1 for just two parking infractions at \$250.00.) However, all the cities have set the fine amounts
2 for red light camera tickets between \$101.00 and \$124.00, amounts clearly in excess of the
3 standard parking infraction rate and in violation of State law.

4
5 Nearly all of the contracts between Redflex Traffic Systems or American Traffic
6 Solutions and Washington cities contain a “cost neutrality” or “stop-loss” clause which
7 violates State law. These clauses state that the cities do not have to pay the vendor companies
8 unless the cities collect more than a certain amount of money each month. For example, the
9 Renton contract with American Traffic Solutions states that city shall pay \$3500.00 per month
10 for a 1-2 lane system. However, section 2.2 of the contract states that Renton does not have to
11 pay the full \$3500.00 per month unless Renton collects \$3500.00 per month or more from red
12 light tickets. Each of the following cities have contracts with “cost neutrality” or stop-loss
13 clauses: Auburn, Bellevue, Bremerton, Burien, Federal Way, Fife, Issaquah, Lacey, Lake
14 Forest Park, Lakewood, Lynnwood, Monroe, Moses Lake, Puyallup, Renton, Seatac,
15 Spokane, Tacoma, and Wenatchee. Several of these contracts contain provisions allowing the
16 vendor to have input regarding which tickets are sent to alleged violators. It is important to
17 note that these camera tickets are not filed with the municipal courts as other traffic tickets,
18 but rather are issued directly to the alleged violators and an electronic notice is sent to the
19 courts. Other contracts state that the vendors will be paid a “per ticket” fee if enough fines
20 are collected. The contracts with these cities are too voluminous to attach to this Complaint,
21 but they are available at www.rosenlegalfirm.com in .pdf format. These contracts give the
22 cities and the vendors an illegal incentive to issue improper tickets and to err on the side of
23 issuing a ticket versus declining to issue the ticket. This clearly violates State law which was
24 enacted to prevent this exact situation. At least two other courts have decided that this sort of
25 contract violates California law, which is almost identical to Washington law. See appellate
decision in *CA. v. Franko* and trial decision in *CA. v. Nagai*, attached as Ex. C.

1 Finally, State law allows cities to presume that the registered owner of a vehicle was
2 the driver at the time of a camera violation. RCW 46.63.075(1). However, this statute
3 violates the State and Federal Constitution's Due Process clauses. The fact that a person
4 owned a vehicle is not enough to create a presumption that the owner was driving at a certain
5 time. This issue, along with the cities' use of often misleading and unapproved forms, work
6 together to deprive Washington citizens of their Constitutional right to be presumed innocent
7 until a city proves otherwise.
8

9 Because of the violations described above and others violations of law, the plaintiffs in
10 this case are asking the Superior Court to issue a declaratory judgment that the automated
11 ticket system is invalid, and order the cities and their camera system vendors to refund all of
12 the money paid in each and every ticket involving an automated traffic safety camera.
13 Additionally, the plaintiffs are asking for triple damages from the vendors under the
14 Consumer Protection Act, payment of attorneys' fees and costs, and an injunction
15 immediately stopping the cities and the vendors from issuing any tickets until these issues are
16 resolved.
17

18 I. PARTIES

19 1.1 Plaintiffs Michael Todd, Gregory Stackhouse, and Vonda Sargent are residents of
20 Seattle, Washington. Plaintiff Max Harrison is a resident of Everett, Washington.
21 Steve Blai is a resident of Bremerton, Washington. All reside in the State of
22 Washington, and all have been defendants in the issuance of Automated Traffic Safety
23 Camera citations issued from the following jurisdictions: Michael Todd – Seattle;
24 Gregory Stackhouse – Renton; Steve Blai – Bremerton; Vonda Sargent – Tacoma; and
25 Max Harrison – Lynnwood.

1.2 This action is filed as a class action on behalf of all persons similarly situated
(collectively referred to herein as "Plaintiffs").

1.3 The defendant Companies are corporations that do business in the State of

1 Washington. REDFLEX TRAFFIC SYSTEMS, INC. is assigned UBI number
2 602640193, and its registered agent in Washington is NATIONAL REGISTERED
3 AGENTS INC., located at 1780 Barnes Blvd SW, Tumwater, WA 98512-0410.
4 AMERICAN TRAFFIC SOLUTIONS is assigned UBI number is 602548774, and its
5 registered agent in Washington is CT CORPORATION SYSTEM, located at 1801
6 West Bay Drive NW Ste 206, Olympia, WA, 98502. AMERICAN TRAFFIC
7 SOLUTIONS, L.L.C. DBA ATS SOLUTIONS, L.L.C. is assigned UBI number
8 602892243, and its registered agent is CT CORPORATION SYSTEM, located at
9 1801 West Bay Drive NW Ste 206, Olympia, WA, 98502.

10 1.4 The Named Defendant Cities are municipalities of the State of Washington and are
11 sued in their individual capacity and as representatives of a defendant class of all
12 similarly situated cities which are municipalities of the State of Washington that have
13 engaged in one or more of the alleged illegal practices set forth herein.

14 **II. FACTS**

15 2.1 Plaintiffs, by and through their attorneys of record, file this Complaint on behalf of
16 themselves and all persons similarly situated within the State of Washington.
17 Plaintiffs make their allegations upon personal knowledge as to themselves and their
18 own acts, and upon information and belief based on investigation of counsel as to all
19 other matters, as set forth below.

20 2.2 This matter involves the unfair and illegal practices the defendant cities (hereinafter
21 "Cities" or "City") and American Traffic Solutions and Redflex Traffic Systems
22 (hereinafter "Companies" or "Company"), whose acts constitute unlawful business
23 and reprehensible public policy practices. These practices have resulted in the
24 Defendants' unjust enrichment, which is due to conversion of property belonging to
25 the Plaintiffs. Further, the acts and practices of the Companies alleged herein
constitute a violation of the Washington State Consumer Protection Act, Chapter
19.86 of the Revised Code of Washington ("CPA").

2.3 By entering into unlawful contracts to provide services for the purposes of using
"Automated Traffic Safety Cameras" as provided in RCW 46.63.170, the Defendants

1 have initiated citations under the color of State law alleging violations of traffic codes.
2 In so doing, Defendants have both shown a remarkable lack of adherence to statutory
3 requirements, established court rules, and basic notions of fundamental fairness.

4 2.4 Despite the clear prohibition of RCW 46.63.170(1)(h), compensation paid to the
5 Companies is based in part upon a portion of the fine or civil penalty imposed or the
6 revenue generated by the equipment. This constitutes the tort of Conversion, the tort
7 of Unjust Enrichment, and a clearly unfair business practice prohibited by
8 Washington's Consumer Protection Act.

9 2.5 Despite the clear requirements of IRLJ 2.1 and RCW 46.63.060(2), the Companies
10 failed to provide notices of infraction in a format prescribed and approved by the
11 Administrative Office of the Courts and/or the Supreme Court of Washington, thus
12 making these infractions unlawful from their inception. This failure constitutes the
13 tort of Malicious Prosecution/Abuse of Process by defendant Companies in seeking
14 collections against the Plaintiffs.

15 2.6 Despite the clear requirements of IRLJ 2.1 and RCW 46.63.060(2), the Cities failed to
16 provide notice of infraction on a format prescribed and approved by the
17 Administrative Office of the Courts and/or the Supreme Court of Washington, thus
18 making these infractions unlawful from their inception and entitling Plaintiffs to
19 restitution.

20 2.7 Despite the clear language of RCW 46.63.170(2), the Cities do not process allegations
21 based upon evidence obtained via an automated traffic safety camera as parking
22 infractions, and do not assign a penalty commensurate with "other parking infractions"
23 within the jurisdiction. Thus, Plaintiffs are entitled to restitution.

24 2.8 Despite the appalling conflict of interest, a subclass of the Cities and the Companies,
25 by written contract, engage in a "joint" determination of which citations are to be
formally issued from an Automated Traffic Safety Camera recording, which certainly
casts doubt upon whether the citations are truly issued out of public safety concerns,
rather than as a joint venture to increase capital to the Companies and the subclass of
Cities.

1 2.9 Defendant City of Seattle has set the fine for Automated Traffic Safety Cameras in
2 violation of RCW 46.63.170(2), which requires the fine for such tickets to be not
3 more than the fine issued for parking tickets. In direct contravention of RCW
4 46.63.170(2), the City of Seattle has set the fine for camera tickets as the same fine as
5 set if an officer actually observed the violation. Seattle Municipal Code section
6 11.31.120.

7 2.10 Defendant City of Seattle has also violated the provisions of RCW 46.63.170(1)(b),
8 which states, "Use of automated traffic safety cameras is restricted to **two-arterial**
9 **intersections**, railroad crossings, and school speed zones only." (emphasis added).
10 The City of Seattle has issued, upon information and belief, thousands of tickets at a
11 three arterial intersection known as Five Corners – at the intersection of Sand Point
12 Way, Union Bay Place, and 35th Avenue NE.

13 **II. JURISDICTION AND VENUE**

14 3.1 The Plaintiffs reallege paragraphs 1.1 through 2.10 above.

15 3.2 This Court has jurisdiction over each defendant pursuant to RCW 4.12.025.

16 3.3 This Court has jurisdiction over the Companies because the Companies have sufficient
17 minimum contacts with Washington State and the Cities and intentionally availed
18 themselves of the consumers and markets within Washington State. The acts
19 complained of herein occurred in Washington State.

20 3.4 Venue is proper in this Court because all transactions complained of herein occurred
21 within Washington State, and pursuant to RCW 4.12.025. The Companies have
22 received substantial compensation from the sale for their automated traffic safety
23 camera services in the Cities, which is located in Washington State. Defendants do
24 business here and have committed unfair and improper business practices, which
25 conduct and practices have had a profound effect on the Plaintiffs and the public's
trust in government.

3.5 The Companies have purposefully availed themselves of the privilege of doing

1 business in Washington State by soliciting business in Washington through its national
2 websites, and through other business contacts in Washington.

3 4 **IV. CLASS ACTION ALLEGATIONS**

5 4.1 The Plaintiffs reallege paragraphs 1.1 through 3.5 above.

6 4.2 Plaintiffs bring this action both individually and on behalf of all who have been cited
7 by the Cities for violations stemming from evidence obtained via an automated traffic
8 safety camera owned and operated by the Companies, and thus subjected to the the
9 Companies' wrongful billing practices and unlawful prosecutions. Alternatively,
10 Plaintiffs bring this action on behalf of themselves and such subclasses that this Court
11 deems appropriate (collectively "subclasses").

12 4.3 The class and the subclass of persons described above are so numerous that the joinder
13 of all members in one action is impracticable. Upon information and belief, Plaintiffs
14 estimate that there are many tens of thousands of class members or more.

15 4.4 Questions of fact and law common to the entire class and subclasses predominate over
16 individual questions because the actions of the Defendants complained of herein were
17 generally applicable to the entire class and subclass.

18 4.5 All questions as to the representations and improper business and prosecution
19 practices of the Defendants and the impacts thereof are similarly common. Common
20 questions include, but are not limited to, Defendants' practices with respect to the
21 Class and subclasses.

22 4.6 The claims of Plaintiffs are typical of the claims of the class and subclasses in that the
23 Plaintiffs and each class member received a citation via a mailing from the Company,
24 issued on behalf of the City, and paid the fine. Plaintiffs and all class and sub-class
25 members suffered similar damages resulting from Defendants' actions.

4.7 Plaintiffs will adequately represent and protect the interests of the entire class and sub-

1 class because of the common injuries and interests of the class and sub-class members
2 and the common conduct of Defendants applicable to all class and sub-class members.
3 Plaintiffs have retained competent counsel, who are experienced in the prosecution of
4 class action litigation (see *Scott v. Cingular Wireless*, 160 Wn.2d 843 (2007)) and who
5 have no interest that are contrary to, or in conflict with, those of the Class or sub-class
6 they seek to represent.

7
8 4.8 The Defendants have acted and refused to act on grounds generally applicable to the
9 entire class and sub-classes thereby making it appropriate for this Court to grant final
10 injunctive and declaratory relief with respect to the class and sub-class as a whole.

11 4.9 A class action is superior to all other available methods for fair and efficient
12 adjudication of this controversy. Plaintiffs know of no difficulty to be encountered in
13 the management of this action that precludes its maintenance as a class action.

14 4.10 The prosecution of separate actions by individual class or sub-class members will
15 create a risk of inconsistent and varying adjudications concerning the subject of this
16 action, which adjudications could establish incompatible standards of conduct for
17 Defendants under the laws alleged herein. Although each City's municipal court
18 offers a contested hearing proceeding as an optional remedy available to contest the
19 citation for an automated traffic safety camera violation, the municipal court is not
20 authorized to issue injunctive relief, nor is the municipal court authorized to hear class
21 actions. This Court has jurisdiction over this class action case involving wrongfully
22 issued citations from a city and a municipal court, and it may award damages as well
23 as an injunction. *Orwick v. Seattle*, 103 Wn.2d 249 (1984).

24 4.11 The Defendant Class of Washington cities that have engaged in one or more of the
25 common allegedly illegal practices set forth herein are too numerous and
geographically dispersed that joinder is impracticable. On information and belief, there

1 are at least 20 Washington cities in the Defendant Class spread over the State of
2 Washington.

3 4.12 Plaintiffs' claims against all members of the Defendant Class are typical and common
4 of the claims asserted against the individually named Defendant Cities. The defenses
5 to the Plaintiffs' claims that could be raised by the Defendant Class are typical of all
6 members of the Class. These common defenses raise common questions of law and
7 fact that are typical of all members of the Defendant Class.
8

9 4.13 The individually named Defendant Cities can adequately and appropriately represent
10 the proposed Defendant Class of Cities.

11 4.14 The common questions of law and fact raised by the Plaintiffs' claims against the
12 Defendant Class of Cities, and raised by possible defenses that could be asserted by
13 the Defendant Class predominate over any issues relating to individual members of the
14 Plaintiff Class or the Defendant Class.

15 4.15 The Defendant Class of Cities has acted in a manner that is common to all Plaintiffs
16 and members of the Plaintiff Class making permanent injunctive and equitable relief
17 appropriate against the Defendant Class as a whole.

18 **V. FIRST CAUSE OF ACTION –**
19 **UNJUST ENRICHMENT**

20 5.1 The Plaintiffs reallege paragraphs 1.1 through 4.15 above.

21 5.2 As a result of the conduct described above, the Defendants have been and will
22 continue to be unjustly enriched at the expense of the Plaintiffs and members of the
23 class and subclasses. Specifically, the Defendants have improperly billed and been
24 paid by the Plaintiffs for citations which were issued under the color of State and
25 municipal law.

5.3 The Defendants should be required to disgorge their unjust enrichment by the Court's

1 powers in equity.
2

3 **VI. SECOND CAUSE OF ACTION –**
4 **TORT OF CONVERSION**

5 6.1 The Plaintiffs reallege paragraphs 1.1 through 5.3 above.

6 6.2 By their actions described above, the Defendants have converted the Plaintiffs'
7 property (money), in the unjustified, willful interference with property of the Plaintiffs
8 (i.e., money) which deprives a person entitled to the property of possession.

9 6.3 The Defendants should be required to disgorge their improperly converted profits by
10 the Court's powers in equity.
11

12 **VII. THIRD CAUSE OF ACTION—**
13 **MALICIOUS PROSECUTION/ABUSE OF PROCESS**

14 7.1 The Plaintiffs reallege paragraphs 1.1 through 6.3 above.

15 7.2 This cause of action is alleged against the Defendant Companies only. By their actions
16 described above, the defendant Companies engaged in the torts of abuse of process, by
17 using the judicial system's process, whether criminal or civil, made available to insure
18 the presence of the Plaintiffs or his/her property in court, and have been misused to
19 achieve another, inappropriate end, namely the primary motive of financial profit to
20 both the City and the Company, rather than the legitimate aim of achieving public
21 safety, punishing unlawful behavior, and achieving remedial benefits. Further,
22 Plaintiffs allege that defendant Companies instituted a false action against Plaintiffs
23 without cause for the case, that defendant Companies acted with malice, that
24 Defendant Companies won their case by collecting money from Plaintiffs, and that
25 Plaintiffs suffered injury and damages because they were deceived into paying

1 Defendant Companies money based on a letter indicating an infraction case was
2 pending against Plaintiffs when no such lawful case was actually pending.

3
4 **VII. FOURTH CAUSE OF ACTION—
INJUNCTIVE AND DECLARATORY RELIEF**

5 8.1 The Plaintiffs reallege paragraphs 1.1 through 7.2 above

6 8.2 The Plaintiffs are entitled to declaratory relief that the Defendants are engaging in
7 entry into contracts prohibited by law, issuing infractions prohibited by court rule and
8 State law, and collecting fines and fees assigned contrary to state and municipal codes.
9 Further, Defendants have unjustly been enriched and have engaged in conversion, such
10 that Plaintiffs are entitled to a temporary restraining order and an injunction forcing
11 Defendants to permanently halt their improper and illegal contractual arrangements
12 and charging methods and remedy such past acts with various measures.

13
14
15 **IX. FIFTH CAUSE OF ACTION –
VIOLATION OF THE STATE CONSUMER PROTECTION ACT**

16 9.1 The Plaintiffs reallege paragraphs 1.1 through 8.2 above.

17 9.2 This cause of action is alleged against the Defendant Companies only. The acts and
18 practices of the defendant Companies alleged herein constitute a violation of the
19 Washington State Consumer Protection Act, Chapter 19.86 of the Revised Code of
20 Washington (“CPA”), in that they: 1) are an unfair or deceptive act and practice, 2)
21 occur in trade or commerce, 3) affect or have the potential to affect the public interest,
22 4) caused the Plaintiffs and class members to sustain injuries to their property, and 5)
23 are the proximate cause of the injuries to the Plaintiffs’ property.

24 9.3 The CPA expressly provides for the issuance of injunctive relief against future
25 violations of it to protect the public interest, which relief is both appropriate and

1 necessary against defendant Companies.

2 9.4 The Plaintiffs are entitled, under the CPA, to an award of attorneys' fees and costs,
3 which is mandatory when Plaintiffs are successful.

4 9.5 The Plaintiffs are entitled, under the CPA, to an award of exemplary treble damages
5 up to \$10,000.00 for each class member as well as the class representatives, in the
6 discretion of the Court, beyond the award of actual damages to each class member and
7 class representative.
8

9 **XI. REQUEST FOR RELIEF**

10 The Plaintiffs request the Court award to them the following relief:

11 10.1 Economic, compensatory, and general damages on behalf of all members of the
12 Plaintiff class and the subclass as to defendant Companies only.

13 10.2 The equitable remedy of Restitution from all Defendants.

14 10.3 The equitable remedy of Declaratory and injunctive relief against Defendants from
15 further making such improper prosecutions and unlawful citation and billing practices
16 as alleged herein.

17 10.4 Reasonable attorneys' fees and reimbursement of all costs for the prosecution of this
18 action, based upon the creation of a common fund/common benefit recovery, and
19 based upon other theories and statutory bases.

20 10.5 Injunctive relief enjoining the City and the Company from issuing any further Notice
21 of Traffic Infraction under RCW 46.63.170 in the City until the procedures utilized by
22 both are brought into compliance with all state laws.

23 10.6 A declaratory judgment declaring that the Defendants' unlawful business practices and
24 the City's unlawful and improper prosecution of registered owners of vehicles
25 travelling through the City violate RCW 46.63.170; Article I, Section 3 of the
Washington Constitution; and/or the 4th and 14th Amendments to the U.S.

1 Constitution.

2 10.7 As to defendant Companies only, triple damages up to \$10,000.00 for each Plaintiff
3 and each member of the Class and Subclass.


4 10.8 Pre-judgment and post-judgment interest on the damages claims against the Defendant
5 Companies only.

6 10.9 Vacation of the committed findings for Plaintiffs' alleged infractions, as well as
7 restitution of all moneys paid to the City and the Companies. This request for
8 vacation cannot be heard as a class wide request in the Municipal Court of the City
9 because municipal courts are not authorized to hear class actions, and they do not have
10 the power to issue injunctions. This issue is governed by CRLJ 60(b) and CR 60(b).
11 See, IRLJ 6.7. CRLJ 60(b) and CR 60(b) allow the Court to vacate the Plaintiffs'
12 committed findings based on newly discovered evidence, fraud, the judgment being
13 void, and "any other reason justifying relief from the operation of the judgment." As
14 the discovery rules in infraction cases do not allow a person to obtain a copy of the
15 contract between a city and a camera system vendor, the Plaintiffs could not have
16 possibly discovered the evidence showing these contracts violated state law. For
17 example, See, letter from City of Renton sent to Andrea Robertson (addressed "To
18 Whom It May Concern") stating it would not provide her anything beyond what was
19 required by the IRLJs, attached as Ex. D.
20

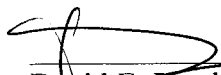
21 10.10 Such other relief as the Court may deem equitable and just.

22 Dated this 25 day of June, 2009.

23
24 **THE ROSEN LAW FIRM**

25 
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