

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

HAKEEM MEADE and MARSHALL
SOOKRAM, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

ETOH MONITORING, LLC, a Louisiana
Limited Liability Company,

Defendant.

No. 2:20-cv-1455

Section J
Division 3

District Judge Carl J. Barbier
Magistrate Judge Dana M. Douglas

**PLAINTIFFS' RESPONSE IN OPPOSITION TO ETOH MONITORING, LLC'S
MOTION FOR JUDGMENT ON THE PLEADINGS [Rec. Doc. 58]**

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INTRODUCTION

In their First Amended Class Action Complaint for Declaratory and Injunctive Relief (Rec. Doc. 7) (the “FAC”), Plaintiffs allege that for several years, Judge Paul A. Bonin (“Judge Bonin”) ordered, steered, or permitted criminal defendants in his court to pay up to \$300 a month for ankle monitoring by Defendant ETOH Monitoring, LLC (“ETOH”), a for-profit company. Plaintiffs allege that these actions violated their due process rights and the due process rights of dozens of other criminal defendants because of significant personal, financial, professional, and political ties between Judge Bonin and ETOH’s principals, as well as the manner in which Judge Bonin and ETOH administered fee-funded ankle monitoring in his court.

Specifically, Plaintiffs allege that: ETOH’s managers (through their eponymous law firms) contributed almost \$10,000 to Judge Bonin’s judicial election campaigns, FAC ¶¶ 73–75, 78; one of ETOH’s founders, Leonard Levenson, was Judge Bonin’s longtime law partner, FAC ¶ 67; Judge Bonin’s election campaign owed a \$1,000 debt to Levenson’s office, FAC ¶ 75; and neither Judge Bonin nor ETOH disclosed any of these ties to the criminal defendants whom Judge Bonin ordered, steered, or permitted to contract with ETOH, FAC ¶ 105.

Plaintiffs also allege that: to facilitate ETOH’s fee collection, ETOH sent Judge Bonin monthly Payment Status Reports and regularly asked him to “remind[]” individual defendants of their ankle monitoring fees, which Judge Bonin did, FAC ¶¶ 87–90; and Judge Bonin conditioned liberty determinations on defendants’ ability to pay ETOH’s fees, specifically by conditioning freedom from ankle monitoring on defendants’ ability to pay ETOH and threatening jailtime for failure to pay, FAC ¶¶ 1, 38–39, 57, 81–102.

These allegations state a due process claim. They plausibly allege an unconstitutional incentive, temptation, risk, or appearance of interested decision-making in Judge Bonin’s and ETOH’s administration of court-ordered, defendant-funded ankle monitoring. That is enough for

this case to proceed. *See Cain v. White*, 937 F.3d 446 (5th Cir. 2019); *Caliste v. Cantrell*, 937 F.3d 525 (5th Cir. 2019). Nonetheless, ETOH argues that this Court should dismiss Plaintiffs’ case on the pleadings. *See* Rec. Doc. 58-2 (“ETOH Motion”). ETOH’s arguments fail for several reasons.

First, judgment on the pleadings is only proper in the absence of disputed issues of fact and where only questions of law remain. Appendix A to this response compares the FAC to the Answer on Behalf of ETOH Monitoring, LLC to FAC (Rec. Doc. 40) (the “Answer”). This comparison demonstrates that ETOH denies almost every fact Plaintiffs allege. It would be inappropriate for the Court to grant judgment on the pleadings in a case with such overwhelmingly disputed facts. Moreover, the nature of the allegations about which the parties disagree is significant. ETOH disputes every allegation the proof of which will determine this case (and its motion ignores several of those crucial allegations altogether). Plaintiffs’ claim arises in an area of the law that is heavily fact-dependent, and courts considering due process claims of this type are required to conduct an inquiry into the totality of the circumstances. When the parties disagree on what those circumstances are, such an inquiry can only be adequately conducted on a complete record, not on a motion for judgment on the pleadings. This Court should deny ETOH’s motion on this basis alone.

Second, even though they concern the very court on which Judge Bonin sat and in which ETOH continues to operate, ETOH ignores two recent, on-point decisions from the Fifth Circuit—*Cain* and *Caliste*—regarding the standard for constitutionally unacceptable interests or the appearance thereof in judicial proceedings. Because of this oversight, ETOH never applies the correct due process standard to the FAC. The question here is not, as ETOH incorrectly suggests, whether a judge has a reason to be biased for or against any particular litigant. Nor is it whether a judge’s circumstances actually influence their decision-making. Rather, the question is whether

the facts suggest an incentive, temptation, risk, or appearance of interested decision-making—either in the pecuniary interest of an arm of the court or the nonpecuniary interest of the judge—that might affect the administration of judicial proceedings. That determination must be made under the totality of circumstances, not based on each individual aspect of the system considered in isolation.

Third, applying the correct standard and examining all of the facts alleged in the FAC, Plaintiffs' case should proceed. Here, the FAC alleges not only that Judge Bonin and ETOH had personal, financial, and professional ties; it also alleges that the company regularly asked Judge Bonin to remind defendants of their ETOH fees, which he did, and that he conditioned ankle monitoring decisions and jailtime decisions on defendants' ability to pay ETOH. Plaintiffs thus adequately allege that, in the totality of the circumstances, there was not only the risk or appearance of financially interested judicial proceedings in which ETOH participated, but the actuality of it.

Finally, ETOH's argument that Plaintiffs' due process claim fails because no positive law imposed disclosure requirements on Judge Bonin or ETOH regarding their significant ties is incorrect. Plaintiffs have not alleged any such positive law obligation, or that the failure to disclose, standing alone, deprived them of the process they were due. In any event, such an inquiry is irrelevant—due process in judicial administration does not turn on the violation of statutes or rules, and there are numerous cases where courts have found violations of due process (including *Cain* and *Caliste*) that did not involve the violation of any law, statute, or rule.

As explained more fully below, the Court should deny ETOH's motion.

BACKGROUND

Plaintiffs filed this putative class action for declaratory and injunctive relief in May 2020 against Judge Bonin and ETOH. *See* FAC (Rec. Doc. 7). Plaintiffs make the following allegations of material fact, all of which the Court must accept as true at this stage.

From 2017 until he stepped down in December 2020, Judge Bonin was a Louisiana state court judge on the Orleans Parish Criminal District Court. FAC ¶ 8. Plaintiffs voluntarily dismissed Judge Bonin in August 2020 when he announced that he would not be seeking reelection. *See* Rec. Doc. 26. ETOH—now the sole Defendant—is a private ankle monitoring company that operated in Judge Bonin’s court, performing the state function of exercising custody over criminal defendants. FAC ¶¶ 8–9, 13–15; Order & Reasons (Rec. Doc. 39) at 9 (holding that “ETOH is a state actor when it provides ankle monitoring services” and denying ETOH’s motion to dismiss). When Judge Bonin delegated this state function to ETOH, the for-profit company charged defendants daily fees for their own court-imposed custody and surveillance, up to \$300 a month. FAC ¶¶ 10–15.¹

One of ETOH’s managers, Leonard Levenson, was Judge Bonin’s law partner for more than a decade. FAC ¶ 67.² Through their eponymous law offices, Levenson and ETOH’s other manager, Christian Helmke, were regular contributors to Judge Bonin’s judicial election campaigns. Together, Levenson and Helmke donated and loaned Judge Bonin’s campaigns \$9,650. FAC ¶¶ 73–75.³ And Judge Bonin’s election campaign owed a \$1,000 debt to Levenson’s office. FAC ¶ 75.⁴

¹ ETOH denies the bulk of these allegations for various reasons. Answer ¶¶ 10–15.

² ETOH denies this allegation “as written,” but admits that Bonin and Levenson were law partners “from approximately 1977 to 1991.” Answer ¶ 67.

³ ETOH denies this publicly available information regarding the company’s managers’ conduct “for lack of information sufficient to justify a belief therein.” Answer ¶¶ 73–75.

⁴ ETOH denies this publicly available information regarding the company’s manager “for lack of information sufficient to justify a belief therein.” Answer ¶ 75.

Against this backdrop, Plaintiffs allege that Judge Bonin regularly ordered, steered, or permitted criminal defendants appearing before him to contract with ETOH and pay daily fees to the company. FAC ¶¶ 23, 51, 81–102.⁵ ETOH enforced Judge Bonin’s ankle monitoring orders, and the company was an active participant in conditioning custody determinations on criminal defendants’ ability to pay the company’s fees. Specifically, ETOH—apparently *ex parte*—sent Judge Bonin monthly Payment Status Reports. ETOH used these Reports for the sole purpose of keeping Judge Bonin apprised of criminal defendants’ payment of ETOH’s ankle monitoring fees; they kept track of every defendant’s payments and highlighted people who “need[ed] attention” from Judge Bonin. And in separate communications regarding individual defendants, ETOH also regularly asked Judge Bonin to “remind [defendants] of [their] continuing obligation to make payments to [the] company.” FAC ¶¶ 87, 88, 90.c.⁶ In short, ETOH regularly requested that Judge Bonin act as a debt collector for the company, and Judge Bonin did so. He reminded defendants of their debts to ETOH and even conditioned their custody determinations on the ability to pay ETOH’s fees, including upon threat of jailing. FAC ¶¶ 9, 29, 38–39, 57–59, 81–102.⁷

⁵ ETOH denies the allegations regarding Judge Bonin’s ordering, steering, or permitting Plaintiffs to contract with ETOH “for lack of information sufficient to justify a belief therein.” Answer ¶¶ 23, 51. Regarding the allegations of other criminal defendants’ interactions with Judge Bonin, ETOH primarily denies the allegations “for lack of information sufficient to justify a belief therein.” *See* Answer ¶¶ 81–102. ETOH does, however, aver that “the Court Watch Nola report [from which some of Plaintiffs’ allegations are drawn] contained misstatements and erroneous facts,” but does not identify the purported errors or misstatements. Answer ¶ 83.

⁶ While ETOH admits sending Judge Bonin monthly Payment Status Reports, Answer ¶ 87, ETOH denies some allegations regarding its own conduct “for lack of information sufficient to justify a belief therein.” Answer ¶¶ 88, 90.

⁷ ETOH denies the allegations regarding Judge Bonin’s interactions with Plaintiff Meade “for lack of information sufficient to justify a belief therein.” Answer ¶¶ 29, 38–39. ETOH denies the allegations regarding its own interactions with Plaintiff Sookram. Answer ¶¶ 58–59. Regarding the allegations of other criminal defendants’ interactions with Judge Bonin, ETOH primarily denies the allegations “for lack of information sufficient to justify a belief therein.” *See* Answer ¶¶ 81–102. ETOH does, however, aver that “the Court Watch Nola report [from which some of

In addition, neither Judge Bonin nor ETOH informed the defendants who Judge Bonin ordered, steered, or permitted to enter into expensive contractual agreements with ETOH that Judge Bonin's campaign owed one of the company's principals money; that both of the company's principals were significant financial contributors to Judge Bonin's political campaigns; or that one of the company's principals was Judge Bonin's law partner for fourteen years. FAC ¶¶ 27, 80.

Based on these longstanding personal, financial, professional, and political ties between Judge Bonin and ETOH, in combination with the fact that neither the judge nor ETOH informed defendants that such ties existed and the fact that Judge Bonin and ETOH conditioned liberty determinations on the ability to pay ETOH's fees, Plaintiffs brought this suit, alleging that both the judge and ETOH had violated and were violating due process. *See* FAC ¶¶ 122–142 (causes of action). Plaintiffs allege that the facts discussed above amounted to the incentive, temptation, risk, or appearance of interested decision-making, as well as actual influence, in the way Judge Bonin and ETOH administered the criminal court's for-profit ankle monitoring system.

After Plaintiffs filed the FAC, ETOH moved to dismiss, arguing that because it is a private company, it does not satisfy the Fourteenth Amendment's "state actor" requirement or the "under color of state law" requirement of 42 U.S.C. § 1983. *See* Rec. Doc. 12. This Court rejected that argument, explaining that "pretrial supervision . . . is traditionally the exclusive province of the state"; ETOH's "authority to conduct continuous GPS monitoring [is] granted to it *by the state*"; and "ETOH is a state actor when it provides ankle monitoring services to criminal defendants." Order & Reasons at 9 (emphasis in original; quotation marks and citations omitted).

Plaintiffs' allegations are drawn] contained misstatements and erroneous facts," but ETOH does not identify the purported errors or misstatements. Answer ¶ 83.

After the Court denied ETOH's motion to dismiss, ETOH filed its Answer, in which it denies nearly every one of Plaintiffs' allegations. Out of Plaintiffs' 142 allegations, ETOH admits a total of 17 allegations (some with hedges). *See* Answer (Rec. Doc. 40). Now, after significant discovery has occurred and ETOH, Judge Bonin, and the Orleans Parish Criminal District Court have provided voluminous documentary evidence and continue to produce more, ETOH has moved for judgment on the pleadings. The Court should deny the motion in its entirety.

STANDARD OF REVIEW

“The standard for deciding a Rule 12(c) motion [for judgment on the pleadings] is the same as a Rule 12(b)(6) motion to dismiss.” *Guidry v. Am. Public Life Ins. Co.*, 512 F.3d 177, 180 (5th Cir. 2007). Accordingly, the motion is “viewed with disfavor and [is] rarely granted.” *Lormand v. US Unwired, Inc.*, 565 F.3d 228, 232 (5th Cir. 2009); *see L.C. Eldridge Sales Co. v. Azen Mfg. Pte., Ltd.*, 2012 WL 12893880, at *1 (E.D. Tex. Dec. 10, 2012); *Boyd v. Dallas Indep. Sch. Dist.*, 2009 WL 159243, at *1 (N.D. Tex. Jan. 21, 2009). This Court is required to “liberally construe the complaint in favor of the plaintiff[s] and accept all well-pleaded factual allegations as true.” *Colony Ins. Co. v. Peachtree Constr., Ltd.*, 647 F.3d 248, 252 (5th Cir. 2011). The Court “must draw all reasonable inferences in favor of the plaintiff[s].” *Glottfelty v. Hart*, 2012 WL 1204736, at *4 (E.D. La. Apr. 11, 2012) (Barbier, J.) (citing *Lormand*, 565 F.3d at 232–33). And the motion must be denied if the facts alleged “plausibly” satisfy the relevant legal standard. *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009).

Of particular importance to ETOH's motion is the principle that “judgment on the pleadings is appropriate only if there are no disputed issues of fact and only questions of law remain.” *Great Plains Trust Co. v. Morgan Stanley Dean Witter & Co.*, 313 F.3d 305, 312 (5th Cir. 2002) (citations omitted).

ARGUMENT

The Court should deny ETOH's motion for the following reasons.

First, judgment on the pleadings is only appropriate in the absence of disputed issues of material fact. Here, as evidenced by ETOH's Answer, the parties dispute almost every fact at issue. ETOH's motion fails for that reason alone. But judgment on the pleadings is particularly inappropriate given the nature of facts on which the parties disagree. Due process claims of the sort presented here cannot be resolved in the face of disputed facts because, as the discussion of legal standards will show, such claims are highly fact-dependent and involve the consideration of the totality of circumstances. In such a fact-dependent inquiry, the parties' near-total disagreement on the facts makes this case particularly unsuited for judgment on the pleadings. The Court should instead deny ETOH's motion and let the facts be developed and tested in discovery, summary judgment, and, if necessary, trial.

Second, ETOH applies the wrong legal standard to Plaintiffs' claims. ETOH does not cite, let alone engage with, the Fifth Circuit's most recent, on-point precedent regarding judicial proceedings and due process: *Cain v. White*, 937 F.3d 446 (5th Cir. 2019) and *Caliste v. Cantrell*, 937 F.3d 525 (5th Cir. 2019). In those cases, the Fifth Circuit described the standards for considering such claims: (1) plaintiffs need not show that the judge's circumstances actually influenced judicial decision-making; the incentive, temptation, risk, or appearance of interested decision-making is sufficient; (2) there is a difference between due process claims regarding a judge's relationship to a particular litigant or subject matter and due process claims regarding an institutional arrangement that could affect every litigant; and at least in the latter category (in which this case falls), the judge need not have a pecuniary interest to violate due process—the pecuniary interest of an arm of the court or the nonpecuniary interest of the judge is sufficient; and (3) the

totality of circumstances—not any isolated aspect of the challenged system—determines whether the facts suggest an incentive, temptation, risk, or appearance of interested decision-making.

Third, because ETOH ignores *Cain* and *Caliste* and the standards set forth by the Fifth Circuit, it fails to argue—let alone demonstrate—that Plaintiffs’ allegations, in their totality, do not state a due process claim. Regardless, even if ETOH did apply the correct standard, its arguments, which rest upon ignoring key allegations, fail under *Cain* and *Caliste*. Viewing the FAC in totality, the existence of personal and professional relationships between Judge Bonin and ETOH, the election donations and loans, and the judge’s campaign’s outstanding debt to ETOH’s principal plausibly suggest an incentive, temptation, risk, or appearance of interested decision-making, both in the pecuniary interest of ETOH as an arm of the court and the nonpecuniary interest of the judge. That is not all Plaintiffs allege, however. Plaintiffs also allege that ETOH stood to gain financially from the court’s ankle monitoring orders and that Judge Bonin took steps to ensure that the company got its money from defendants. The company asked Judge Bonin to remind defendants of their ETOH fees, which he did. He also conditioned ankle monitoring decisions and jailtime decisions on defendants’ ability to pay ETOH. ETOH ignores these allegations altogether. For all of these reasons, ETOH’s arguments that the FAC does not state a plausible due process claim fail.

Fourth, ETOH’s argument that no positive law imposed disclosure requirements on Judge Bonin or ETOH regarding their personal, financial, professional, and political ties fails because due process violations are not premised on the existence—or violation—of a law, statute, or rule. Indeed, in *Cain* and *Caliste*, the Fifth Circuit found constitutionally unacceptable incentives or risks of interested decision-making when the judges took actions that were mandated by or consistent with the law. In any event, Plaintiffs have not alleged that Judge Bonin’s and ETOH’s

failure to disclose their relationships, standing alone, violated due process; instead, that fact is part of the consideration of the totality of circumstances establishing that Judge Bonin's and ETOH's administration of for-profit ankle monitoring violated due process.

I. The Court should deny ETOH's motion because practically every fact is in dispute.

“[J]udgment on the pleadings is appropriate only if there are no disputed issues of fact and only questions of law remain.” *Great Plains Trust Co.*, 313 F.3d at 312 (citations omitted). This case is not one in which “there are no disputed issues of fact.” As illustrated in Appendix A, which sets forth each allegation and ETOH's response, ETOH denies nearly every fact that Plaintiffs allege. Specifically, in answering Plaintiffs' 142-paragraph complaint, ETOH admits only 17 facts—none of which are determinative of the ultimate issues in this case. *See* Answer ¶¶ 9, 12, 45, 57, 64, 65, 66, 67, 68, 69, 70, 71, 72, 79, 103 (admitting basic facts about the status of the parties and ETOH's ankle monitoring practices). In total, ETOH denies nearly 90% of Plaintiffs' allegations.

Moreover, it is not just the quantity of the denials that make this case inappropriate for judgment on the pleadings. ETOH denies several key allegations, the truth of which will be determinative to the outcome of this case. Specifically:

- Plaintiffs allege that “Judge Bonin has longstanding personal, financial, professional, and political ties” to ETOH and its principals. FAC ¶ 1. ETOH “denie[s] that Judge Bonin has any long-standing personal, financial, professional, or political ties to ETOH.” Answer ¶ 1.
- Plaintiffs allege that ETOH's principals, through their law firms, made financial donations to Judge Bonin's judicial election campaigns. FAC ¶¶ 73–75. ETOH denies these allegations “for lack of information sufficient to justify a belief therein.” Answer ¶¶ 73–75.
- Plaintiffs allege that Judge Bonin “used his judicial power and position to ensure that defendants in his courtroom pay their debts to ETOH,” FAC ¶ 89, and they give specific

examples of Judge Bonin’s conduct. FAC ¶¶ 27–29, 57, 83–86, 90–102. ETOH denies all but one of these allegations. Answer ¶¶ 27–29, 83–86, 89–102.

- Named Plaintiffs make a series of allegations regarding their own interactions with Judge Bonin and ETOH. FAC ¶¶ 23, 29, 38, 51, 59. ETOH denies each of these allegations for various reasons. Answer ¶¶ 23, 29, 38, 51, 59.
- ETOH continues to deny, Answer ¶¶ 13–15, 104, that its monitoring of criminal defendants and reporting to Judge Bonin constitute “performance of government functions,” FAC ¶ 104. But it is ETOH’s status as a state actor for purposes of ankle monitoring that make the company an arm of Judge Bonin’s court, analogous to the court staff that benefited financially from the judges’ orders in *Cain*. See 937 F.3d at 454. If, despite this Court’s holding to the contrary, ETOH believes that discovery will somehow reveal it is not a state actor, it can marshal those facts at summary judgment or trial.

Plaintiffs could go on, but it is clear that the parties disagree about crucial facts going directly to the incentive, temptation, risk, or appearance of interested decision-making in Judge Bonin’s and ETOH’s administration of for-profit ankle monitoring. In this highly fact-dependent area of the law, in which liability is considered on the totality of circumstances, the fact that one party near-summarily rejects every material allegation makes this case particularly inapt for judgment on the pleadings.

ETOH could have investigated each of Plaintiffs’ allegations and admitted those allegations which public records, its own correspondence, and personal knowledge showed to be true. It could have denied Plaintiffs’ allegations by “fairly respond[ing] to the substance of the allegation[s].” Fed. R. Civ. P. 8(b)(2). Or it could have submitted a general denial pursuant to Fed. R. Civ. P. 8(b)(3). Instead, ETOH chose to deny almost everything Plaintiffs allege. By doing so, it has surrendered its ability to seek a judgment on the pleadings in such a fact-dependent area of the law. This alone should warrant this Court’s denial of ETOH’s motion.

II. Plaintiffs have pleaded a plausible due process claim under Fifth Circuit precedent.

Even if this Court considers ETOH’s motion on its substance despite the parties’ significant factual disputes, this Court should still deny the motion because ETOH’s substantive arguments

are wrong. First, ETOH applies the wrong standard for due process claims alleging interested decision-making in the administration of a court system. Second, applying the correct standard, Plaintiffs have adequately pleaded that the incentive, temptation, risk, or appearance of interested decision-making that existed in Judge Bonin’s courtroom, and in which ETOH was a participant, is sufficient to survive dismissal.

A. ETOH uses the wrong standard for due process claims.

ETOH makes an initial error that undercuts the motion’s substantive arguments in their entirety. Namely, ETOH bases its motion on the argument that the risk or appearance of interested decision-making is insufficient to state a due process claim. *See* ETOH Motion at 4–5. Specifically, ETOH argues that “[p]roof of the appearance of bias alone is insufficient to show a violation of federal due process.” ETOH Motion at 5. ETOH’s argument is wrong for two reasons.

First, the Supreme Court case on which ETOH relies for this proposition says the exact opposite. *See Rippo v. Baker*, 137 S. Ct. 905, 907 (2017) (per curiam) (“Under our precedents, the Due Process Clause may sometimes demand recusal even when a judge ‘ha[s] no actual bias.’”) (quoting *Aetna Life Ins. Co. v. Lavoie*, 475 U. S. 813, 825 (1986)).

Second, the decade-and-a-half-old, out-of-circuit case ETOH relies on, *Johnson v. Carroll*, 369 F.3d 253, 262 (3d Cir. 2004), contradicts the Fifth Circuit’s recent holdings in *Cain* and *Caliste*. The Fifth Circuit rightly recognizes that the “focus[] on the strength of the temptation rather than an actual showing of impartiality [] has guided the due process inquiry” for nearly a century. *Caliste*, 937 F.3d at 529 (citing *Tumey v. Ohio*, 273 U.S. 510 (1927)). Indeed, “under the principles laid out in [a string of Supreme Court cases], *actual* influence [is] not necessary.” *Cain*, 937 F.3d at 453 (emphasis in original) (collecting cases). Rather, the guiding principle is the “appearance of justice.” *Id.* (citation omitted). And “the mere threat of impartiality” in the administration of a court “violate[s] due process.” *Caliste*, 937 F.3d at 530. In determining whether

the administration of a court offends due process, “[e]very procedure which would offer a *possible temptation* to the average man as a judge to forget the burden of proof required to convict the defendant, or which *might* lead him not to hold the balance nice, clear, and true between the state and the accused[,] denies the latter due process of law.” *Tumey*, 273 U.S. at 532 (emphases added). Thus, as a matter of law, ETOH is wrong to argue that Plaintiffs’ complaint must allege more than the incentive, temptation, risk, or appearance of interested decision-making to survive dismissal.⁸

In the end, the Fifth Circuit’s holdings in *Cain* and *Caliste* instruct that courts should examine due process claims involving judicial administration using the following considerations:

(1) Due process plaintiffs do not need to allege that the judge’s circumstances actually influence judicial decision-making. The incentive, temptation, risk, or appearance of interested decision-making is sufficient. *Caliste*, 937 F.3d at 529–30; *Cain*, 937 F.3d at 453.

(2) There is a difference between due process claims regarding a judge’s relationship to a particular litigant or subject matter and due process claims regarding an institutional arrangement that could affect every litigant. *Caliste*, 937 F.3d at 530. In the latter, institutional category (in which this case falls), the judge need not have a direct pecuniary interest to violate due process; the pecuniary interest of an arm of the court or the nonpecuniary interest of the judge is sufficient. *Id.*; *Cain*, 937 F.3d at 454.

⁸ Plaintiffs also note that, even though *Cain* and *Caliste* do not require it, Plaintiffs allege exactly what ETOH argues Plaintiffs have failed to allege: that Judge Bonin’s and ETOH’s conduct plausibly evinced actually interested decision-making in the administration of the criminal court’s ankle monitoring system. As discussed above, Plaintiffs allege that, at ETOH’s behest, Judge Bonin’s liberty determinations were based on criminal defendants’ ability to pay ETOH’s fees. That is, Plaintiffs’ allegations show that defendants’ liberty became conditioned not on their threat to the community or likelihood of flight, but on their ability to pay a private company. Sometimes this was made explicit, as when Judge Bonin’s administrative assistant wrote that “Mr. Sookram will be able to have the monitor removed once his balance is paid in full.” FAC ¶ 57. Thus, even under ETOH’s incorrect standard, Plaintiffs’ claim should proceed.

(3) The totality of circumstances—not any isolated aspect of the challenged system—determines whether the facts suggest an incentive, temptation, risk, or appearance of interested decision-making. *Cain*, 937 F.3d at 454.

Because ETOH does not apply any of these standards, it completely mis-assesses the viability of Plaintiffs’ due process claim. Applying the Fifth Circuit’s standards, Plaintiffs have adequately pleaded a plausible due process claim.

B. Plaintiffs have adequately pleaded that the pecuniary interest of ETOH as an arm of Judge Bonin’s court and the nonpecuniary interest of Judge Bonin as the decisionmaker violated due process.

Applying the correct standard, and the correct precedent, leads to the conclusion that this Court should deny ETOH’s motion for two reasons.

First, ETOH misunderstands the line of precedent that governs this case. This case is not about bias against individual defendants based on relationships between the judge and the parties. So ETOH’s argument that Plaintiffs’ claims do not match the facts of cases in that group is not dispositive, or even entirely relevant. Rather, this case is about an institutional incentive, temptation, risk, or appearance of interested decision-making with the potential to affect every ankle monitoring decision, given the relationships between Judge Bonin and ETOH, a profit-driven arm of Judge Bonin’s court. In this second group of cases, *Cain* and *Caliste* make clear that due process claims do not require direct or pecuniary benefits to the decision-making judge; they can be based on the incentive or appearance of either (1) pecuniary benefit to an arm of the judge’s court or (2) indirect, nonpecuniary benefit to the judge. So ETOH’s argument that due process claims in the second category are limited only to factual situations like those in *Tumey* and *Ward v. Monroeville*, 409 U.S. 57 (1972), where the process at issue was tainted by judges’ direct pecuniary interests, contravenes the Fifth Circuit’s recent pronouncements.

Second, under *Cain* and *Caliste*, Plaintiffs have adequately alleged that Judge Bonin’s longstanding ties to ETOH’s principals, and the apparently successful efforts by ETOH to use Judge Bonin as a debt collector for its private contracts with defendants from his court, violated due process. This Court should allow those allegations to proceed to summary judgment or trial.

1. Cases involving an individualized bias do not govern claims like this one, which is based on an institutional defect that potentially affects every case, not one-off situations regarding individual litigants or particular subject matter.

Compounding its error in applying the wrong legal standard, ETOH argues that due process claims (1) depend on the similarity of a plaintiff’s case to the fact patterns in prior cases (2) where judges had a direct interest (3) in the outcome of a specific proceeding involving a particular litigant or subject matter. *See* ETOH Motion at 4–6. That is wrong on all three prongs.

“The cases applying the *Tumey* standard can be sorted into two groups,” and the Fifth Circuit assesses those lines of cases distinctly. *Caliste*, 937 F.3d at 530. In arguing that this case should be dismissed because it does not mirror the facts of prior cases (which is itself an erroneous argument), ETOH makes no mention of the distinction between the two groups. *See* ETOH Motion at 4–6. Nor does it discuss the recent Fifth Circuit authority (*Cain* and *Caliste*) that explains how to assess cases in the second group, which is the group relevant here.

Cases in the first group “address one-off situations when the financial incentive is unique to the facts of the case,” such as *Aetna Life Insurance Co. v. Lavoie*, 475 U.S. 813, 821–25 (1986) or *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 881–87 (2009). *Caliste*, 937 F.3d at 530.

The second line of cases “address[es] incentives that a court’s structure creates in every case,” such as *Tumey*, 273 U.S. 510; *Dugan v. Ohio*, 277 U.S. 61 (1928); or *Ward v. Monroeville*, 409 U.S. 57 (1972).

Here, precedent in the first group of cases is inapposite because Plaintiffs do not allege that Judge Bonin or ETOH were biased for or against any *particular* criminal defendants based on past

involvement with their cases or with them as individuals. Instead, Plaintiffs allege that Judge Bonin's and ETOH's relationships (as well as their behavior) demonstrated an incentive, temptation, risk, or appearance of prioritizing ETOH's collection of fees over the state's burden of demonstrating the need for deprivations of liberty in *every* case.

Nevertheless, ETOH rests its argument almost entirely on the assertion that Plaintiffs' claims are not viable because specific aspects of Plaintiffs' allegations do not mirror the biases and appearances of bias in Supreme Court precedent from the first group. *See* ETOH Motion at 4–6 (describing circumstances of group one cases *Aetna*; *Caperton*; *In re Murchison*, 349 U.S. 133 (1955); *Williams v. Pennsylvania*, 136 S. Ct. 1899 (2016); *Bracy v. Gramley*, 520 U.S. 899 (1997); and *Johnson v. Mississippi*, 403 U.S. 212 (1971)). As an initial matter, such mirroring is not necessary to survive dismissal. *See Caperton*, 556 U.S. at 877 (recognizing the need for due process jurisprudence to keep up with “new problems [that] emerge”). But even if such factual mirroring was necessary, the facts of *Aetna*, *Caperton*, *In re Murchison*, *Williams*, *Bracy*, and *Johnson* cannot be dispositive because none of those cases are in the second group of due process cases.⁹

Under the second group of cases (*Tumey*, *Ward*, and their progeny, including *Cain* and *Caliste*), the question is whether Plaintiffs have plausibly alleged the “temptation” or “mere threat of impartiality” as an institutional matter—based not on the identity of each individual criminal

⁹ Moreover, as described above, ETOH's focus on specific aspects of ETOH's practices in isolation contradicts governing Fifth Circuit law. In this circuit, to determine whether an incentive, temptation, risk, or appearance of interested decision-making of the sort described above exists, the Court looks at “the totality of [the] situation, not any individual piece.” *Cain*, 937 F.3d at 454. Therefore, ETOH's disaggregation of the ties between Judge Bonin and ETOH, *see* ETOH Motion at 6–8, fails. Additionally, as explained below, ETOH does not address several key material allegations, so it does not even examine all of Plaintiffs' allegations in isolation, just those that it believes support its arguments.

defendant, but rather on the relationships between the judge and the company acting as an arm of the court, coupled with the company's for-profit "incentives" and the judge's "indirect[]" or "nonmonetary benefits." *Caliste*, 937 F.3d at 530.

As the Fifth Circuit explained long ago, under this line of cases, "concerns of judicial administration [do not] necessarily require a high evidentiary barrier. The *Tumey-Ward* test, in sum, is levelled at the system, not the individual judge. This is the reason it speaks of temptation to the average man." *Brown v. Vance*, 637 F.2d 272, 284 (5th Cir. Jan. 1981). The question, therefore, is not whether Judge Bonin was biased against any criminal defendants in particular, or whether he stood to gain financially directly from his orders; it is whether the financial interests of a company with which the judge had significant ties and communications suggest an incentive, temptation, risk, or appearance of interested decision-making to the company's benefit.

It could do so by, for example, appearing to condition liberty determinations on a for-profit company's desire to collect monitoring fees. And the fact that the judge subsumed (or appeared to subsume) his authority to the interest of that private company does not suddenly make the due process violation disappear. *Harper v. Prof. Prob. Servs. Inc.*, 976 F.3d 1236, 1243 (11th Cir. 2020) ("Taken to its logical conclusion, PPS's theory implies that when a court delegates (abdicates?) its judicial function to an entity with a personal financial stake in how that function is performed, *neither* actor violates the Due Process Clause—the court skates because it's not partial, and the delegate gets off because it's not judicial. That can't be the law."); *McCullough v. City of Montgomery*, 2020 WL 7647634, at *11 (M.D. Ala. Dec. 23, 2020) ("the Municipal Court's actions did not sever the causal chain" of due process violations in a private company's collection of traffic fines); *see also Ballard v. Wall*, 413 F.3d 510, 518–19 (5th Cir. 2005) (recognizing the

viability of a due process claim based on a judge’s “significant aid” to private parties’ “effort to collect” debt).

Finally, ETOH is wrong to argue that Plaintiffs’ claim cannot proceed because, unlike the judges in *Tumey* and *Ward*, Judge Bonin did not have a direct pecuniary interest in ETOH’s collection of ankle monitoring fees. *See* ETOH Motion at 5–6. As the Fifth Circuit explained, the administration of a court can violate due process even in cases where: (1) the system does not “put money directly into a judge’s pocket” or “indirectly funnel money into a judge’s bank account”; (2) the judge “does not receive a penny, either directly or indirectly, from his . . . decisions”; and (3) the judge’s “benefits . . . are not monetary.” *Caliste*, 937 F.3d at 530. Instead, it is sufficient for the judge to have an “institutional” interest based not on his own financial incentives, but rather on the financial incentives of an arm of the court, such as an account that funds the judge’s staff. *Cain*, 937 F.3d at 454.

This is one of those institutional cases. Plaintiffs do not allege that Judge Bonin was biased against any individual defendant in his courtroom or that he had a direct financial stake in his ankle monitoring orders; rather, Plaintiffs allege that, under the totality of circumstances, the relationships and communications between the judge and the for-profit company that operated as an arm of his court created an incentive, temptation, risk, or appearance that ETOH’s pecuniary interest and Judge Bonin’s nonpecuniary interest would affect the court’s defendant-funded, for-profit ankle monitoring system as a whole.

2. The totality of Plaintiffs’ allegations plausibly suggest an incentive, temptation, risk, or appearance of judicial decision-making influenced by the financial considerations of ETOH as an arm of Judge Bonin’s court—a point that ETOH has not refuted because its motion relies on the wrong legal standard.

Due to its errors of law, ETOH does not argue that Plaintiffs have failed to meet their pleading requirements under the correct legal standards articulated in *Cain* and *Caliste*—i.e., an

incentive, temptation, risk, or appearance of interested judicial decision-making in the pecuniary interest of an arm of the court, based on the totality of circumstances. *See* 937 F.3d at 454; 937 F.3d at 529–30. Accordingly, ETOH has waived any arguments under the correct legal standards, and the Court would be justified in denying its motion on that ground alone. *See Wilson v. City of Mission*, 2020 WL 2079359, at *10 (S.D. Tex. Apr. 29, 2020) (“Federal courts are not merely a repository into which [a litigant] may dump the burden of argument and research, nor is it the obligation of this court to act as an advocate.”) (internal quotation marks and citations omitted).

Moreover, even though ETOH purports to take Plaintiffs’ allegations “as true” and make its arguments “as a matter of law,” ETOH Motion at 4, 12, it does so selectively. In fact, ETOH’s recitation of the facts material to Plaintiffs’ due process claim is significantly incomplete. The company makes no mention of (1) the regular communications between Judge Bonin and ETOH for the sole purpose of keeping Judge Bonin apprised of which defendants needed prodding or threatening to pay ETOH’s fees, *see, e.g.*, FAC ¶¶ 87, 88, 90.c; or (2) Judge Bonin’s express and regular conditioning of defendants’ liberty on their ability to pay ETOH, *see, e.g.*, FAC ¶¶ 9, 29, 38–39, 57–59, 81–102. These allegations are crucial to determining whether the totality of circumstances suggest an incentive, temptation, risk, or appearance of judicial decision-making influenced by the financial considerations of ETOH. And ignoring them does not make them go away.

In any event, reading *all* of Plaintiffs’ allegations, they are sufficient to proceed under the *Cain* and *Caliste* legal standards.

First, this Court has already held that “ETOH is a state actor when it provides ankle monitoring services to criminal defendants.” Order & Reasons at 9. Because ETOH only had that “authority to conduct continuous GPS monitoring [as] granted to it *by the state*” via Judge Bonin,

id., the company functioned as an arm of the court when it exercised that authority—much like the judicial staff that stood to benefit financially from the judges’ orders in *Cain*. *See* 937 F.3d at 454.

Second, the aggregate personal, financial, professional, and political ties between Judge Bonin and ETOH suggest that (1) ETOH stood to gain directly and monetarily, while (2) Judge Bonin stood to gain the “nonmonetary benefits” associated with ETOH’s collection of ankle monitoring fees. *Caliste*, 937 F.3d at 530. Those ties include Judge Bonin’s political campaign’s unpaid debt to ETOH’s principal (who was also his former law partner); the repeated political donations to the judge by both of ETOH’s principals; and the regular communications between ETOH and Judge Bonin regarding defendants’ payment statuses.

Third, Judge Bonin’s explicit conditioning of criminal defendants’ liberty on their ability to pay ETOH—at the company’s behest—plausibly suggests the risk, appearance, and reality that ETOH’s financial interests influenced judicial determinations of liberty. That “pushes beyond what due process allows.” *Id.* at 532.

Finally, such risks (and realities) are especially pronounced when the entity with a direct financial stake in the proceedings is, like ETOH, a for-profit company that is not funded by the government and relies exclusively on criminal defendants’ payments. In such circumstances, the specter of financial interests influencing decision-making looms particularly large. *See Harper*, 976 F.3d at 1243; *McNeil v. Cmty. Prob. Servs., LLC*, 2021 WL 366776, at *24 (M.D. Tenn. Feb. 3, 2021).

Reading the allegations in the FAC in the light most favorable to Plaintiffs—as required under Rule 12(c)—it is plausible that in Judge Bonin’s courtroom, custody determinations could appear to be (and actually were) based on (1) the longstanding personal, financial, professional, and political ties between ETOH and Judge Bonin, and (2) the financial interests of a for-profit

company performing state functions as an arm of his court. That is more than enough to deny ETOH's motion.

3. Plaintiffs do not allege that any positive law required Judge Bonin or ETOH to disclose their significant ties, so ETOH's arguments on this point are irrelevant, and in any event, due process does not turn on the existence or violation of statutes or rules.

ETOH argues at length that no positive law imposed an obligation on Judge Bonin or ETOH to disclose their significant personal, financial, professional, and political ties to defendants who Judge Bonin ordered, steered, or permitted to contract with ETOH, and that Plaintiffs' allegation that the failure to disclose constituted a due process violation is incorrect. *See* ETOH Motion at 8–12. ETOH is wrong for three reasons.

First, Plaintiffs do not allege that there is any statute, ordinance, or rule that imposed an obligation on ETOH or Judge Bonin to disclose their ties.

Second, to the extent ETOH suggests that Judge Bonin's and ETOH's failure to disclose their relationships could not, in and of itself, violate due process, ETOH misses the mark. Nowhere have Plaintiffs alleged that the failure to disclose, standing alone, violated the Fourteenth Amendment. Rather, it is a factor in the "totality of this situation," evincing the appearance of Judge Bonin's and ETOH's prioritization of ETOH's fees over the rights of criminal defendants. *Cain*, 937 F.3d at 454.

Third, the existence and violation of a positive legal obligation is not part of the due process analysis because the parameters of due process do not turn on the existence of (or a judge's or private party's compliance with) statutes or rules. Nowhere in *Tumey*, *Ward*, *Cain*, or *Caliste* were the judges accused of violating positive law. To the contrary, they were all operating in conformity with law. Indeed, in *Cain* and *Caliste*, the judges on Judge Bonin's court were complying with a

process mandated by law. Nonetheless, the Fifth Circuit held that the judges violated the plaintiffs' rights because of the incentives created by those laws.

Here, ETOH is correct that there was no law or rule that required Judge Bonin or the company to disclose their ties to defendants and ask whether, under the circumstances, the defendants wished to contract with ETOH (as opposed to one of the other available ankle monitoring providers). They violated no statute, ordinance, or rule in failing to make such disclosures. However, the fact that neither made such disclosures means that they did not take a simple and straightforward action that could have mitigated the due process violation in which they were engaged. That is, by failing to disclose, Judge Bonin and ETOH did not violate some ethical standard or statutory obligation, but they did ensure that defendants were truly and fully deprived of a fair process.

CONCLUSION

On every point, ETOH's motion uses the wrong standard, conducts the wrong analysis, and comes to the wrong conclusion. The Court should deny the motion in its entirety.

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Appendix A

Plaintiffs’ Allegations and Defendant’s Answers

Plaintiffs’ Allegation	ETOH’s Answer	Reason for ETOH’s Answer
<p>1. “Judge Paul A. Bonin . . . a judge on the Orleans Parish Criminal District Court, requires defendants in his court to wear ankle monitoring devices. This is a routine judicial function. Judge Bonin’s decisions, however, raise serious constitutional problems. He required, steered, or otherwise permitted these defendants to enter into ankle monitoring service agreements with and pay significant fees to Defendant ETOH Monitoring, LLC (‘ETOH’)—a private company with which Judge Bonin has long-standing personal, financial, professional, and political ties—and neither Judge Bonin nor ETOH disclosed those ties to these defendants. This violated the defendants’ rights under the Due Process Clause of the Fourteenth Amendment.”</p>	<p>Deny.</p>	<p>“Paragraph 1 of the complaint does not require an answer by ETOH. To the extent an answer is deemed required, the allegations are denied as requiring a legal and factual conclusion. Further answering, is specifically denied that Judge Bonin has any long-standing personal, financial, professional, or political ties to ETOH. It is further denied that ETOH violated the constitutional rights of any defendant appearing before Judge Bonin. Further answering, at all material times ETOH acted properly and in accordance with applicable state and federal laws, and the U.S. and Louisiana Constitutions.”</p>

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
2. "Plaintiffs . . . seek an order from this Court (i) certifying a class of all people who have appeared before Judge Bonin and who have been ordered, steered, or permitted by Judge Bonin to enter into a contract or otherwise obtain or pay for ankle monitoring services from ETOH since January 1, 2017, (ii) declaring that Judge Bonin and ETOH violate the constitutional rights of defendants when Judge Bonin orders, steers, or permits defendants to obtain and pay for ankle monitoring services from ETOH without disclosing his relationship with the company or its principals, (iii) enjoining ETOH from entering into contracts with or otherwise providing ankle monitoring services to defendants in cases before Judge Bonin without disclosing his relationship with the company or its principals, and (iv) mandating that ETOH disgorge and return to members of the class any fees or funds it collected from class members and cancel any pending or outstanding fees due from class members."	Deny.	"Paragraph 2 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied."
3. "This is a civil rights case brought under 42 U.S.C. § 1983 and the Fourteenth Amendment to the United States Constitution."	Deny.	"Paragraph 3 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied as requiring a legal conclusion."
4. "This Court has jurisdiction under 28 U.S.C. §§ 1331, 1343, 2201, and 2202."	Deny.	"Paragraph 4 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied as requiring a legal conclusion."
5. "Venue is proper in this Court under 28 U.S.C. § 1391."	Deny.	"Paragraph 5 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied as requiring a legal conclusion, however, if they were true, would have occurred in this judicial district."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
<p>6. "Hakeem Meade is an adult citizen of the United States and a resident of New Orleans, Louisiana. He brings this class action for declaratory and injunctive relief on behalf of himself and as the putative class representative for all others similarly situated, against both Defendants. Judge Bonin ordered Hakeem to pretrial ankle monitoring by ETOH and required Hakeem to pay hundreds of dollars in pretrial monitoring fees to ETOH, upon threat of pretrial jailing for failure to pay. Hakeem was unaware of any relationship between Judge Bonin and ETOH until around December 2019. Hakeem is not currently party to any state court proceedings and is not on ankle monitoring. ETOH continues to seek payment of fees from Hakeem."</p>	Deny.	"The allegations of paragraph 6 of the complaint are denied and strict proof thereof is required."
<p>7. "Marshall Sookram is an adult citizen of the United States and a resident of River Ridge, Louisiana. He brings this class action for declaratory and injunctive relief on behalf of himself and as the putative class representative for all others similarly situated, against both Defendants. Judge Bonin ordered Marshall to pretrial ankle monitoring and required Marshall to pay well over \$1,000 in pretrial ankle monitoring fees to ETOH. Judge Bonin conditioned Marshall's release from ankle monitoring on his payment of ETOH's fees. Marshall was unaware of any relationship between Judge Bonin and ETOH until around March 2020. Marshall is not currently party to any state court proceedings and is not on ankle monitoring."</p>	Deny.	"The allegations of paragraph 7 of the complaint are denied and strict proof thereof is required."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
8. "Defendant Paul A. Bonin is a Judge of the Orleans Parish Criminal District Court in New Orleans, Louisiana, elected in December 2016. Since 2017, Judge Bonin has ordered or steered individuals accused of crimes appearing before him, including Hakeem and Marshall, to pretrial ankle monitoring by ETOH, a private company with which Bonin has a personal, financial, professional, and political relationship. Judge Bonin is sued for declaratory relief only."	Deny.	"The allegations of paragraph 8 of the complaint are denied and strict proof thereof is required. Further answering, it is specifically denied that Judge Bonin has any personal, financial, professional, or political relationship with ETOH."
9. "Defendant ETOH Monitoring, LLC is a Louisiana limited liability company domiciled in New Orleans. Its founders and/or managers are Leonard L. Levenson and Christian W. Helmke, residents of Louisiana. ETOH, Levenson and Helmke, and entities controlled by them have personal, financial, professional, and political relationships with Judge Bonin. Since 2017, Judge Bonin has ordered or steered many people, like Hakeem and Marshall, to pay ankle monitoring fees to ETOH—including under threat of jailing, like Hakeem, and as a condition of their release from custody, like Marshall. ETOH continues to seek payment of fees from Hakeem and others. ETOH's ankle monitoring is a form of governmental custody; it is a public function that ETOH performs jointly with Judge Bonin. ETOH is sued for declaratory and injunctive relief, including but not limited to disgorgement and cancelation of the class's outstanding fees."	Admit and deny.	"The allegations regarding the status of ETOH contained in paragraph 9 of the complaint are admitted. The allegations regarding the legal status of Leonard Levenson and Christian Helmke are admitted. It is further admitted that Judge Bonin, acting alone and in his capacity as a Judge of Orleans Parish Criminal District Court, has periodically ordered defendants to participate in electronic monitoring with ETOH. The remaining allegations contained in paragraph 9 of the complaint are denied."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
10. "Ankle monitoring is a means of monitoring the actions of a criminal defendant. When a judge orders a defendant to wear an ankle monitor, a government entity or a private company working with the government places a GPS device on the defendant's ankle and the device records the defendant's location. The device allows the monitoring entity to determine, among other things, whether a defendant is complying with a curfew or is staying within geographical confines."	Deny.	"Paragraph 10 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied as requiring a legal and factual conclusion."
11. "Nationally, an ankle monitor typically costs the defendant at least \$10 a day, along with an installation fee of \$50 to \$100 or more. Judges often require defendants to wear ankle monitors for several months. For indigent defendants, wearing an ankle monitor for any length of time can cause severe financial hardships."	Deny.	"Paragraph 11 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein. Further answering, to the extent the allegation regarding the typical costs of electronic monitoring nationally are correct, it ETOH charged and accepted payments well below the stated national average."
12. "Unlike some municipal courts, the Orleans Parish Criminal District Court does not operate its own ankle monitoring service. Instead, when judges on the Orleans Parish Criminal District Court require defendants to sign up for ankle monitoring, the defendants may choose from among three ankle monitoring providers operating in the Parish. One of those providers is ETOH."	Admit and deny.	"It is admitted that ETOH provides electronic monitoring services in Orleans Parish. The remaining allegations contained in Paragraph 12 are denied for lack of information sufficient to justify a belief therein."
13. "Ankle monitoring is a form of governmental custody and a significant deprivation of liberty—especially pretrial."	Deny.	"The allegations contained in paragraph 13 are denied as requiring a legal conclusion."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
14. "When defendants are charged fees for ankle monitoring, it is also a significant deprivation of property. For instance, ETOH charges defendants (for their own governmental oversight) a \$100 installation fee plus \$8.50 to \$10 per day (i.e. between \$238 and \$310 per month)."	Deny.	"The allegations contained in paragraph 14 of the complaint are denied as written and denied as requiring a legal conclusion. Further answering, it is specifically denied that ETOH ever charged an installation fee of \$100.00."
15. "Because ankle monitoring companies perform public functions (namely, custody and control of criminal defendants through monitoring and reporting), their actions implicate the Fourteenth Amendment's guarantee of due process."	Deny.	"The allegations contained in paragraph 15 are denied as requiring a legal conclusion."
16. "In February 2016, Hakeem survived a horrific shooting. He had paid a local auto shop owner for car repairs. The men had an argument over a delay in the work. The shop owner then chased Hakeem and shot him six times, including in the head. The shop owner also shot Hakeem's girlfriend of the time, who was pregnant with their twins. She survived, but tragically the twins did not."	Deny.	"Paragraph 16 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
17. "While Hakeem was still hospitalized and recovering from the attack, he learned that he was being charged with possession of a firearm by a person with a felony conviction and aggravated assault with a firearm—both charges stemming from his own shooting."	Deny.	"Paragraph 17 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
18. "After Hakeem turned himself in to police, he was held in pretrial detention for two to three days then released on bond, without ankle monitoring."	Deny.	"Paragraph 18 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
19. "After being released from pretrial detention, Hakeem appeared in court for more than half a dozen pretrial appearances before multiple judges of the Orleans Parish Criminal District Court—all without ankle monitoring."	Deny.	"Paragraph 19 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
20. "After about nine months of these unmonitored pretrial appearances, Hakeem was transferred to Judge Bonin's court in February 2017."	Deny.	"Paragraph 20 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
21. "From February 2017 to August 2017, Hakeem continued appearing for unmonitored pretrial proceedings before Judge Bonin. He appeared about once a month. Judge Bonin ordered him to take drug tests, which he always passed."	Deny.	"Paragraph 21 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
22. "By August 2017, Hakeem had been dutifully appearing for pretrial proceedings without ankle monitoring for over a year—including for about six months with Judge Bonin."	Deny.	"Paragraph 22 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
23. "In August 2017, Judge Bonin suddenly ordered Hakeem to ankle monitoring at Hakeem's expense. He told Hakeem to go to ETOH for these services."	Deny.	"Paragraph 23 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
24. "When Judge Bonin ordered Hakeem to ankle monitoring by ETOH, Hakeem does not recall the judge stating that he was a flight risk or that he posed a threat to public safety."	Deny.	"Paragraph 24 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
25. "Hakeem did not understand why Judge Bonin was suddenly depriving him of his pretrial liberty and property, after more than a year of incident-free pretrial appearances and drug tests."	Deny.	"Paragraph 25 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
26. "At the August 2017 hearing at which Judge Bonin ordered Hakeem to ankle monitoring, Judge Bonin gave no explanation for his order."	Deny.	"Paragraph 26 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
27. "At the August 2017 hearing at which Judge Bonin ordered Hakeem to ankle monitoring, Judge Bonin did not disclose any of his personal, financial, professional, political, or other ties with ETOH or its principals."	Deny.	"Paragraph 27 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein. Further answering, it is specifically denied that Judge Bonin has any personal, financial, professional, political, or other ties to ETOH. Still further answering, it is further denied that any further disclosure of any relationship was required by any state or federal constitution, law, statute, or canon of ethics. All campaign contributions and loans were fully and properly disclosed by Judge Bonin's Campaign on campaign finance reports which are readily available on the internet."
28. "Under Judge Bonin's order, Hakeem was required to submit to ETOH's custody without delay."	Deny.	"Paragraph 28 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
29. "Paying ETOH's fees was a condition of Judge Bonin's order, and nonpayment could result in Hakeem's pretrial jailing."	Deny.	"Paragraph 29 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
30. "When Hakeem submitted to ETOH's custody, an ETOH employee told Hakeem that the company would be sending detailed reports to Judge Bonin—not only regarding his compliance with the geographic and curfew restrictions, but also his payment (or nonpayment) of ETOH's daily fees."	Deny.	"The allegations contained in paragraph 30 are denied as written. Further answering, paying for electronic monitoring is a condition and requirement of the program, along with compliance with all other requirements or restrictions set or established by the referring agency. ETOH reports any and all violations of the electronic monitoring program to the referring agency because ETOH has no authority or ability to independently enforce the provisions of the monitoring program or otherwise sanction any violation of the electronic monitoring program."
31. "Judge Bonin's order deprived Hakeem of his pretrial liberty by geographic and curfew restrictions, which were enforced by ETOH acting together with Judge Bonin."	Deny.	"The allegations contained in Paragraph 31 are denied as written. Further answering, ETOH provided electronic monitoring services in accordance with the orders entered by Judge Bonin. It is denied that ETOH acted together with Judge Bonin in entering any order for electronic monitoring, or that ETOH otherwise participated in the entry of any order."
32. "Judge Bonin's order also deprived Hakeem of his property for ETOH's benefit. Acting together with Judge Bonin, ETOH charged Hakeem \$10 per day (i.e. \$280 to \$310 per month) while he was in ETOH's custody."	Deny.	"The allegations contained in paragraph 32 of the complaint are denied as written and as requiring a legal conclusion. Further answering, it is specifically denied that ETOH acted together with Judge Bonin regarding the order for Hakeem Meade to participate in electronic monitoring. It is further denied that Hakeem Meade's daily charge for the electronic monitoring program remained \$10.00 per day. It is further denied that ETOH ever took Hakeem Meade into custody in any manner."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
33. "Even though Hakeem was employed, paying approximately \$300 per month was a significant financial burden and deprivation of his property."	Deny.	"Paragraph 33 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein. Further answering it is specifically denied that Hakeem Meade ever made a monthly payment of \$300.00 to ETOH. Further answering, in an attempt to assist him with the costs of the program, ETOH entered into a payment agreement with Hakeem Meade allowing Meade to make payments of \$100.00/month towards the cost of his electronic monitoring program and did not require monthly payments in full. In total, Hakeem Meade paid \$280.00 towards the total cost of his electronic monitoring program which was \$602.50."
34. "As a result of Judge Bonin's order, Hakeem also had to miss work for monitoring check-ins with ETOH. These mandatory check-ins and the accompanying lost wages were additional pretrial deprivations of Hakeem's liberty and property by Judge Bonin and ETOH."	Deny.	"Paragraph 34 of the complaint are denied as written and strict proof thereof is required. It is specifically denied that ETOH ever required Hakeem Meade to appear at its office for 'mandatory check-ins.'"
35. "The ankle monitoring impacted Hakeem's employment so significantly that he had to change employers."	Deny.	"The allegations of paragraph 35 are denied and strict proof thereof is required."
36. "In October 2017, Hakeem appeared for another pretrial hearing before Judge Bonin. He asked the judge to release him from ankle monitoring, and Judge Bonin agreed."	Deny.	"Paragraph 36 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
37. "By the time Judge Bonin released Hakeem from ETOH's custody in October 2017, Hakeem had accumulated about \$600 in ETOH fees. He had not managed to pay in full but continued making payments on the understanding that he might otherwise be jailed by Judge Bonin."	Deny.	"Paragraph 37 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
38. "During at least one subsequent pretrial hearing, Judge Bonin reminded Hakeem that he still owed money to ETOH and that Hakeem's failure to pay ETOH could violate his bond conditions. Hakeem understood this as Judge Bonin explicitly conditioning Hakeem's freedom from pretrial jailing on his ability to pay ETOH."	Deny.	"Paragraph 38 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
39. "Understanding that his freedom was contingent on paying ETOH, Hakeem continued paying ETOH until June 2018, by which time he had managed to pay about \$280 out of about \$600 he owed."	Deny.	"Paragraph 39 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein. Further answering, Hakeem did not make any payments towards his electronic monitoring program until the date he was removed from the program when he paid \$80.00. Thereafter Hakeem made payments of \$100.00 on March 16, 2018, \$50.00 on April 19, 2018, and \$50.00 on June 12, 2018."
40. "Hakeem stopped paying ETOH's fees after June 2018 because it became clear to him that he was likely to be sentenced to time in prison, so he began putting all of his non-living-expenses income toward savings for his family and his son."	Deny.	"Paragraph 40 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
41. "Feeling trapped by his criminal charges, Hakeem pleaded guilty in September 2018 to avoid the risk of twenty years in prison if convicted at trial. Judge Bonin gave Hakeem until the end of the year to get his affairs in order—without ankle monitoring—before sentencing. Hakeem appeared for sentencing early, and in October 2018 Judge Bonin sentenced Hakeem to five years in prison."	Deny.	"Paragraph 41 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
42. "Hakeem served over eleven months in prison before being released early. He was incarcerated from on or about October 26, 2018, until on or about October 15, 2019."	Deny.	"Paragraph 42 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
43. "Hakeem is not currently party to any state court proceedings."	Deny.	"Paragraph 43 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
44. "Hakeem now works in dredging along the Mississippi River and is rebuilding his life."	Deny.	"Paragraph 44 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
45. "ETOH is still sending Hakeem collection letters for the approximately \$322 in ankle monitoring fees that he was unable to pay before being incarcerated."	Admit and deny.	"The allegations contained in paragraph 44 [sic] of the complaint are denied as written. Further answering, pursuant to his electronic monitoring agreement, Hakeem Meade still has a balance for his participation in the electronic monitoring program."
46. "In September 2017, Marshall was charged with three crimes in Orleans Parish Criminal District Court: simple criminal damage, possession of a weapon by a person with a felony conviction, and aggravated assault with a firearm. He contested the allegations."	Deny.	"Paragraph 46 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
47. "Marshall was briefly held in pretrial detention. On or about September 3, 2017, he was released on bond by a magistrate judge, without ankle monitoring."	Deny.	"Paragraph 47 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
48. "More than a month later, on October 13, 2017, Marshall appeared for arraignment before Judge Bonin. Judge Bonin ordered Marshall to ankle monitoring that day. Judge Bonin asked for Marshall's public defender's email address, which was consistent with Judge Bonin's practice of emailing attorneys the instructions for their clients to sign up for ankle monitoring with ETOH."	Deny.	"Paragraph 48 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
49. "Marshall did not directly receive instructions for signing up with ETOH. Instead, a bondsman signed Marshall up with another company. That company charged Marshall a \$50 installation fee and \$10 per day of monitoring."	Deny.	"Paragraph 49 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
50. "Marshall then appeared for at least two more pretrial hearings before Judge Bonin—in October and December 2017—without incident."	Deny.	"Paragraph 50 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
51. "On February 23, 2018, Marshall's attorney told Judge Bonin that Marshall intended to switch to 'another company that you had given me the phone number of.' That company was ETOH, which offered to put Marshall 'on a more graduated payment plan.'"	Deny.	"Paragraph 51 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
52. "ETOH charged Marshall a \$100 installation fee and between \$8.50 and \$10 per day of monitoring."	Deny.	"The allegations contained in paragraph 52 of the complain are denied and strict proof thereof is requested. Further answering, Marshall Sookram was charged a one-time installation fee of \$50.00 by ETOH on February 23, 2018, and he was charged a daily rate of \$8.50 for monitoring."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
53. "Marshall worked in food delivery at the time, and these pretrial fees were a significant financial burden and deprivation of property."	Deny.	"Paragraph 53 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
54. "Marshall managed to pay ETOH about \$150 per month—about half of his fees—and his balance with ETOH continued to mount."	Deny.	"Paragraph 54 of the complaint is denied as written. Further answering, upon installation, Marshall Sookram signed an agreement with ETOH wherein he agreed to make payments of \$150.00 a month towards the cost of his electronic monitoring."
55. "Marshall continued making all his court appearances, passed every drug test ordered by Judge Bonin (at Marshall's expense), and continued paying ETOH to the best of his abilities."	Deny.	"Paragraph 55 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
56. "On October 19, 2018, ETOH emailed Judge Bonin and his staff 'to confirm that Mr. Sookram is allowed to be released from the GPS monitor.'"	Deny.	"Paragraph 56 of the complaint is denied as written. Further answering, Sookram contacted ETOH and advised that he was told by Judge Bonin that he could be removed from electronic monitoring once he paid his balance in full. In response to Sookram's representation, ETOH emailed Judge Bonin to confirm that Sookram could be removed from electronic monitoring because ETOH had no other proof authorizing Sookram to be removed from the program. ETOH further advised Judge Bonin that ETOH had entered into another payment agreement with SOOKRAM to allow SOOKRAM to satisfy his balance by December 31, 2018."
57. "Judge Bonin's administrative assistant responded that day, 'Mr. Sookram will be able to have the monitor removed once his balance is paid in full.'"	Admit.	"Paragraph 57 of the complaint is admitted, Judge Bonin's administrative assistant advised that Sookram could have the monitor removed only after he paid his balance in full."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
58. "ETOH communicated to Marshall that Judge Bonin's chambers had conditioned Marshall's release from ankle monitoring on paying all of ETOH's fees. Marshall then paid at least \$500 (which he could afford only with the help of family) and was immediately freed from ankle monitoring."	Deny.	"Paragraph 58 is denied as written. Further answering, ETOH advised Sookram of the response received from Judge Bonin's assistant that his balance was to be paid in full before the monitor was to be removed. ETOH allowed Sookram to make a payment towards his balance and allowed him to be removed from the electronic monitoring program to avoid his incurring any additional daily monitoring charges, despite the fact that Sookram still had a balance for his electronic monitoring."
59. "On October 24, 2018, ETOH informed Judge Bonin that 'Mr. Sookram has paid his balance in full' and 'has no further obligation to make payments to our company.'"	Deny.	"Paragraph 59 is denied as written. Further answering, on October 24, 2018, ETOH issued a standard removal letter to Judge Bonin confirming that Sookram had been removed from the program to allow his electronic monitoring order to be completed before Judge Bonin."
60. "Over the course of about eight months, Marshall paid ETOH well over \$1,000."	Deny.	"The allegations of paragraph 60 are denied as written. Further answering, Marshall Sookram made payments of \$150.00 a month, in conformity with his payment agreement with ETOH, for each month he was on the electronic monitoring program with the exception of two months. Sookram then made additional payments to satisfy his balance with ETOH after he was removed from the electronic monitoring program."
61. "In February 2020, to escape the specter of his criminal case—which by then was ongoing for over two years—Marshall pleaded guilty to a charge of disturbing the peace. All his other charges were dropped. Judge Bonin sentenced Marshall to four days of probation, without ankle monitoring."	Deny.	"Paragraph 61 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
62. "Marshall is not currently party to any state court proceedings."	Deny.	"Paragraph 62 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
63. "Marshall now owns his own small concessions and vending business, and he has turned around and rebuilt his life."	Deny.	"Paragraph 63 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
64. "From 2008 to 2016, Judge Bonin was a state appellate judge, elected to serve on the Louisiana Fourth Circuit Court of Appeal."	Deny.	"Paragraph 64 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are admitted."
65. "In 2016, he ran for and won election to a lower court: the Orleans Parish Criminal District Court, on which he still serves as one of thirteen criminal trial court judges."	Admit and deny.	"Paragraph 65 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied as written. It is admitted that Judge Bonin was elected to the Orleans Parish Criminal District Court in 2016, however, Judge Bonin did not seek re-election to the Court in 2020."
66. "Judge Bonin presides over criminal cases, including pretrial, trial, and sentencing proceedings."	Admit.	"Paragraph 66 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are admitted."
67. "Before his political and judicial career, one of Bonin's legal partners for more than a decade was Leonard L. Levenson, a Louisiana licensed attorney."	Admit and deny.	"The allegations of paragraph 67 are denied as written. Further answering, it is admitted that Bonin was law partners with Leonard L. Levenson from approximately 1977 to 1991."
68. "In 2006, Levenson and Christian W. Helmke (also a Louisiana licensed attorney) founded ETOH Monitoring, LLC, a Louisiana limited liability company domiciled in New Orleans."	Admit.	"Paragraph 66 [sic] of the complaint are [sic] admitted."
69. "Levenson and Helmke are principals of ETOH."	Admit and deny.	"Paragraph 69 is denied as written. It is admitted that both Levenson and Helmke are members of ETOH."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
70. "Levenson is the manager of Leonard L. Levenson & Associates, a Louisiana professional law corporation that he founded around 2000."	Admit and deny.	"Paragraph 70 is denied as written. It is admitted that Levenson is the president of Leonard L. Levenson & Associates, APLC."
71. "Helmke was the manager of the Law Office of Christian W. Helmke, a Louisiana limited liability company, from 2015 to 2017."	Admit.	"The allegations of paragraph 71 are admitted."
72. "On information and belief, Levenson and Helmke are now both employed at Leonard L. Levenson & Associates, PLC, Levenson's current law office."	Admit.	"The allegations of paragraph 72 are admitted."
73. "Between 2005 and 2016, via these eponymous law offices, Levenson and Helmke donated and loaned a total of \$9,650 to the three judicial election campaigns of Levenson's former law partner, Judge Bonin."	Deny.	"The allegations of paragraph 73 are denied for lack of information sufficient to justify a belief therein. Further answering, all campaign donations or loans would be detailed and disclosed on public campaign finance reports and were in accordance with all federal and state laws, rules, statutes, and canons of ethics."
74. "Over the course of Judge Bonin's three judicial election campaigns (2008, 2012, 2016), Levenson and Helmke made seven donations and one loan to Judge Bonin's campaigns."	Deny.	"The allegations of paragraph 74 are denied for lack of information sufficient to justify a belief therein. Further answering, all campaign donations or loans would be detailed and disclosed on public campaign finance reports and were in accordance with all federal and state laws, rules, statutes, and canons of ethics."
75. "In 2016 alone—when Judge Bonin first ran for election to the Criminal District Court—Levenson and Helmke made three donations (totaling \$3,550) and one loan (of \$1,000) to his election campaign."	Deny.	"The allegations of paragraph 75 are denied for lack of information sufficient to justify a belief therein. Further answering, all campaign donations or loans would be detailed and disclosed on public campaign finance reports and were in accordance with all federal and state laws, rules, statutes, and canons of ethics."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
76. "On information and belief, from 2008 to 2016, Levenson and Helmke donated to four other Orleans Parish Criminal District Court judges' election campaigns as well, but significantly less and significantly less often than to Judge Bonin's."	Deny.	"The allegations of paragraph 76 are denied for lack of information sufficient to justify a belief therein. Further answering, all campaign donations or loans would be detailed and disclosed on public campaign finance reports and were in accordance with all federal and state laws, rules, statutes, and canons of ethics."
77. "On information and belief, unlike with Judge Bonin, none of Levenson's and Helmke's contributions to these other judges were loans."	Deny.	"The allegations of paragraph 77 are denied for lack of information sufficient to justify a belief therein. Further answering, all campaign donations or loans would be detailed and disclosed on public campaign finance reports and were in accordance with all federal and state laws, rules, statutes, and canons of ethics."
78. "On information and belief, the other private company that provides ankle monitoring services to the Orleans Parish Criminal District Court does not have personal, financial, professional, or political relationships with Judge Bonin, and has not donated or loaned money to Judge Bonin's judicial election campaigns."	Deny.	"Paragraph 78 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
79. "In making their election donations and loan to Judge Bonin, Levenson and Helmke do not appear to have violated any laws. Nor does Judge Bonin appear to have violated any laws in accepting the donations and loan."	Admit.	"The allegations of paragraph 79 are factually accurate because any contributions or lond [sic] would have been in strict adherence with law. Any and all campaign donations or loans would be detailed and disclosed on public campaign finance reports and were in accordance with all federal and state laws, rules, statutes, and canons of ethics."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
80. "However, neither Judge Bonin nor ETOH has disclosed these donations and this debt directly to the defendants that Judge Bonin orders to ankle monitoring. Nor has Judge Bonin disclosed to defendants the availability of alternative ankle monitoring providers when he ordered or steered the defendants to ETOH."	Deny.	"The allegations of paragraph 80 are denied as written and are denied for lack of information sufficient to justify a belief therein. Further answering, it is denied that any federal or state law, statute, rule, ordinance, or constitution mandated ETOH to further disclose any past campaign donations or loans to any judicial campaign. In addition, all campaign donations or loans would be detailed and disclosed on public campaign finance reports and were in accordance with all federal and state laws, rules, statutes, and canons of ethics. Further answering, the allegations in paragraph 80 are belied by the plaintiffs' allegations contained in paragraphs 49 and 50 above, and paragraph 102, below."
81. "Moreover, defendants' ability to pay ETOH's fees has dictated Judge Bonin's custody decisions."	Deny.	"Paragraph 81 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
82. "These ties and actions bristle with bias and conflicts of interest, or at the very least the appearance thereof. They taint all of Judge Bonin's ankle monitoring decisions since 2017 in which ETOH charged fees to defendants and give rise to the perception that judicial decision-making has been co-opted by the profit motive of a private company with which the judge has significant relationships, including a creditor-debtor relationship."	Deny.	"The allegations contained in paragraph 82 are denied and strict proof thereof is required. Further answering, it is specifically denied that ETOH committed any constitutional or other legal or ethical violation or that ETOH had any bias or conflict of interest in providing electronic monitoring services. It is further specifically denied that ETOH has any creditor-debtor relationship with Judge Bonin."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
83. "In May 2019, judicial watchdog organization Court Watch NOLA (CWN) issued a report revealing that Judge Bonin 'made it a regular practice of recommending defendants use ETOH' and emailing defense attorneys 'on how the defendant could sign up for ankle monitoring services,' while including ETOH managers on the emails. CWN found that he also required his staff to 'provide the defendant or the defendant's family members with the contact information for ETOH.'"	Deny.	"Paragraph 83 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein. Further answering, the Court Watch Nola report contained misstatements and erroneous facts."
84. "CWN also found that on 'several occasions, Judge Bonin refused to release the defendants from jail until the family had arranged for ETOH to set up ankle monitoring,' and he regularly refused to release defendants from ankle monitoring 'solely because the defendants had not paid ETOH all the remaining fees.'"	Deny.	"Paragraph 84 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
85. "CWN found that Judge Bonin made a defendant's release from ankle monitoring contingent on 'financial obligations owed to the ankle monitoring company.' And he 'threatened to put defendants back in jail and set bond for their failure to pay their remaining debts.'"	Deny.	"Paragraph 85 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
86. "CWN concluded, 'Judge Bonin was the only judge found to have required a defendant to use an ankle monitor and then steered the defendant to pay a specific ankle monitoring company (over other companies) from which the judge had received campaign contributions or a loan.'"	Deny.	"Paragraph 86 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
87. "Every month, ETOH sends Judge Bonin a Payment Status Report. It provides detailed information about each individual defendant's payment history and status, including each individual defendant's latest payment to ETOH and outstanding fees due to ETOH."	Deny.	"The allegations contained in paragraph 87 are denied as written. ETOH provided monthly payment reports as requested and required by Judge Bonin, it also provided daily violation reports detailing any other violations of the electronic monitoring program by any participant."
88. "ETOH's Payment Status Reports to Judge Bonin include notations such as 'Please note that the highlighted clients need attention.' At least some clients are 'highlighted' solely because they are behind on payments, including Hakeem."	Deny.	"The allegations contained in paragraph 88 are denied for lack of information sufficient to justify a belief therein. Further answering, ETOH provided monthly payment reports as requested by Judge Bonin, it also provided daily violation reports detailing any other violations of the electronic monitoring program by any participant."
89. "At times, Judge Bonin has used his judicial power and position to ensure that defendants in his courtroom pay their debts to ETOH."	Deny.	"Paragraph 89 is denied as written. Further answering, ETOH reports any and all violations of the electronic monitoring program to the referring agency as ETOH has no authority or ability to independently enforce the provisions of the monitoring program or otherwise sanction any violation of the electronic monitoring program. Judge Bonin had the sole authority to establish and enforce the terms and conditions of the electronic monitoring program."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
<p>90. "Specifically, investigations and public record requests have revealed that at least into 2019, Judge Bonin's and ETOH's practices continued, including but not limited to:</p> <p>a. ordering defendants to ankle monitoring by ETOH (e.g., 'I have modified the bail conditions of [the defendant] to require his enrollment with your firm at his expense for GPS monitoring.');</p> <p>b. conditioning release from monitoring on payments to ETOH (e.g., 'Mr. Sookram will be able to have the monitor removed once his balance is paid in full.');</p> <p>c. relying on judicial power to collect fees (e.g., 'We ask that he be reminded of his continuing obligation to make payments to our company.')</p> "	Deny.	"Paragraph 90 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
<p>91. "In January 2018, Judge Bonin ordered an indigent defendant to ankle monitoring at his expense. Judge Bonin told the defendant's attorney to expect an email regarding making arrangements with the ankle monitoring provider. The defendant was then placed on ankle monitoring by ETOH. Each time ETOH informed Judge Bonin of this indigent defendant's non-compliance with a term of his monitoring, ETOH added: 'Also, please be advised that [the defendant] is severely delinquent on the payment agreement established with our company. We ask that he be reminded of his continuing obligation to make payments to our company.'"</p>	Deny.	"Paragraph 91 of the complaint are [sic] denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
92. "In February 2018, Judge Bonin told a defendant's grandfather that '[the defendant is] also going to be subject to the monitoring service that you need to have her on that and finished by tomorrow.' Judge Bonin then instructed his clerk to 'assist [the grandfather] in understanding what to do.' The defendant was then placed on ankle monitoring by ETOH."	Deny.	"Paragraph 92 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
93. "In April 2018, Judge Bonin told a defendant, 'within 24 hours of your release from custody, you need to go and get the ankle monitor on. I'm going to send the information to [your attorney] as to where you need to go at your expense.' The defendant was then placed on ankle monitoring by ETOH. When the defendant stopped paying ETOH, ETOH began pressuring his girlfriend for payment, including threats to have the defendant jailed if she did not pay. She is a health care provider, and ETOH continues pursuing her for the payment of her ex-boyfriend's fees amid the Coronavirus pandemic."	Deny.	"Paragraph 93 of the complaint are denied and strict proof thereof is required."
94. "In May 2018, while sentencing a defendant for multiple charges, Judge Bonin 'waive[d] any fines and court costs.' Later, upon being reminded that the defendant had previously been ordered to ankle monitoring, Judge Bonin inquired, 'what service is he with?' Upon learning that it was ETOH, Judge Bonin inquired of the defendant, 'How much money do you owe them right now?' Judge Bonin then explained to the defendant, 'when you get financially current then they can release you.' Judge Bonin concluded, 'I'm going to release him subject to satisfying his obligation.'"	Deny.	"Paragraph 94 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
95. "In May 2018, Judge Bonin told a juvenile defendant and his mother (a mother of seven), 'I'm going to send [your attorney] the information' to sign up for ankle monitoring. Judge Bonin told the mother, 'It is at your expense, ma'am.' Judge Bonin concluded, 'And once I've confirmed that you have made the financial arrangements with the GPS company, I'll order the release of the bail. Until that time I'm going to hold him until all of those arrangements have been finalized.' The defendant was then placed on ankle monitoring by ETOH."	Deny.	"Paragraph 95 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
96. "In July 2018, Judge Bonin told a defendant, 'I'm going to send [your attorney] the information' to sign up for ankle monitoring, and 'I need to get a letter from the monitor company saying that you're on the monitor.' Judge Bonin explained to the defendant that the 'ankle monitor is at your expense' and is 'about \$300 a month.' The defendant was then placed on ankle monitoring by ETOH. In September 2018, ETOH sent Judge Bonin an email updating the judge regarding the defendant's efforts 'to catch up on his balance'; this email had no apparent purpose except keeping Judge Bonin apprised of the defendant's financial obligations to ETOH."	Deny.	"Paragraph 96 of the complaint are [sic] denied for lack of information sufficient to justify a belief therein."
97. "In August 2018, a juvenile defendant's attorney represented to Judge Bonin that the juvenile's family would arrange for ankle monitoring with a bail bondsman, to which Judge Bonin responded, 'No. It's not a bail bondsman. I use a special service.' The defendant was then placed on ankle monitoring by ETOH."	Deny.	"Paragraph 97 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
<p>98. "In August 2018, Judge Bonin told a defendant's attorney, 'I'm going to send you an e-mail telling you how to contact the monitoring service that puts the monitors on . . . at his expense' That same day, Judge Bonin emailed ETOH and the defense attorney together, saying, 'I have authorized [the defendant's] release on \$15,000 bail conditioned upon him being GPS monitored AT HIS EXPENSE' The defendant was then placed on ankle monitoring by ETOH."</p>	Deny.	<p>"Paragraph 98 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."</p>
<p>99. "In October 2018, Judge Bonin told a homeless defendant struggling with substance abuse that 'before he's released from custody [he] shall be fitted with an ankle monitor for the purposes of GPS location on him at his expense. And I will send you an e-mail for the family to get in touch with them so that they know.' That same morning, Judge Bonin instructed 'the family [to] contact the ankle monitoring service to make arrangements for the prepayment (on a monthly basis).' The defendant was then placed on ankle monitoring by ETOH. Judge Bonin's email explained, 'I will consider reducing [the defendant's] bond if necessary to expedite the process of treatment'; but no such consideration was made regarding payments to ETOH."</p>	Deny.	<p>"Paragraph 99 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."</p>

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
100. "In November 2018, after ensuring that 'the ankle monitor payment [will be taken care of] today,' Judge Bonin told a defendant and his attorney to 'arrange [for ETOH] to go to the jail and put the monitor on him before he goes home.' That same morning, Judge Bonin emailed ETOH and the defense attorney together, saying, 'I have modified the bail conditions of [the defendant] to require his enrollment with your firm at his expense for GPS monitoring.' The defendant was then placed on ankle monitoring by ETOH."	Deny.	"Paragraph 100 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
101. "In December 2018, Judge Bonin told a defendant and his attorney, 'I'm not going to put that [bail] order in until I am notified by the monitoring service that his family has paid for the monitoring service.' The defendant was then placed on ankle monitoring by ETOH."	Deny.	"Paragraph 101 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."
102. "On at least one occasion in 2019, ETOH emailed Judge Bonin when a defendant that the company was expecting did not show up, prompting Judge Bonin to threaten the defendant's immediate arrest—until the defendant's attorney alerted Judge Bonin that the defendant had complied with Judge Bonin's ankle monitoring order, but had simply done so with a different company."	Deny.	"Paragraph 102 of the complaint are denied for lack of information sufficient to justify a belief therein. Further answering, the allegations contained in paragraph 102 establish that plaintiff(s) were aware of other companies providing electronic monitoring despite the allegations contained in this complaint to the contrary."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
103. "To this day, ETOH continues to pursue people for the collection of outstanding fees accumulated as part of the judge's and the company's practices, including Hakeem, and at least one person who never appeared before Judge Bonin, but whose ex-boyfriend was ordered to ankle monitoring with ETOH by Judge Bonin."	Admit and deny.	"The allegations of paragraph 103 are denied for lack of information sufficient to justify a belief therein. Further answering, it is admitted that ETOH conducts its own collections practices and efforts to collect payments for monitoring services previously provided. In conducting its own collections, ETOH writes and issues collection letters, calls client(s) and/or their relatives, and issues letters of non-compliance to the supervising authority(ies)."
104. "These practices demonstrate Judge Bonin's and ETOH's joint activity and ETOH's performance of government functions."	Deny.	"Paragraph 104 of the complaint are denied and strict proof thereof is required. It is specifically denied that ETOH participated in any joint activity with Judge Bonin, or that ETOH solicited or participated in the entry of any order for electronic monitoring. It is further denied that ETOH has any authority or ability to independently enforce the provisions of the monitoring program or otherwise sanction any violation of the electronic monitoring program. Judge Bonin was solely responsible for enforcing the terms and conditions of the electronic monitoring program."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
105. "As of the date of this complaint, and on information and belief, neither Judge Bonin nor ETOH have directly disclosed their ties to the members of the putative class."	Deny.	"The allegations of paragraph 105 are denied as written[.] Further answering, it is denied that any disclosure by ETOH is or was required by any federal or state law, statute, rule, ordinance, constitution, or canons of ethics. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics. Further answering, all contributions were publicly disclosed and are readily available and included on the internet as part of the campaign finance reports by Judge Bonin's campaign."
106. "Since 2017, Judge Bonin has ordered defendants to pay fees for their own governmental custody to a private company in which the judge has various interests, with neither the judge nor the company disclosing those interests or the availability of alternative providers."	Deny.	"Paragraph 106 of the complaint is denied and strict proof thereof is required. Further answering, it is specifically denied that Judge Bonin has any ties to ETOH. It is further denied that any disclosure by ETOH is or was required by any federal or state law, statute, rule, ordinance, constitution, or canons of ethics. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics. Further answering, the allegations in paragraph 106 are belied by the plaintiffs' allegations contained in paragraphs 49, 50, and 102, above."
107. "Accordingly, Hakeem and Marshall respectfully seek certification of the following class under Fed. R. Civ. P. 23(b)(2) ('Rule 23(b)(2)': 'Every individual who, since January 1, 2017, has been or will be ordered, steered, or permitted by Judge Bonin to contract for or otherwise receive or pay for ankle monitoring services by ETOH.'"	Deny.	"Paragraph 107 of the complaint is denied."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
108. "This case satisfies the requirements for certification of a class under Fed. R. Civ. P. 23(a) ('Rule 23(a)')."	Deny.	"Paragraph 108 of the complaint is denied."
109. "Numerosity under Rule 23(a)(1): The putative class is so numerous that joinder of all members is impracticable. There are at least 52 class members who have been ordered, steered, or otherwise permitted by Judge Bonin to contract for or receive ankle monitoring services with ETOH at their own expense."	Deny.	"Paragraph 109 of the complaint is denied."
110. "Commonality under Rule 23(a)(2): There are questions of law and fact common to the class, namely, whether it violates the Due Process Clause of the Fourteenth Amendment for a judge to order, steer, or otherwise permit defendants appearing before him to enter into ankle monitoring service agreements with, or pay ankle monitoring fees to, a company with which the judge has personal, financial, professional, and political ties."	Deny.	"Paragraph 110 of the complaint is denied."
111. "Typicality under Rule 23(a)(3): The claims of the representative parties are typical of the claims of the class as a whole in that Hakeem and Marshall have suffered the same constitutional violations as the other members of the class."	Deny.	"Paragraph 111 of the complaint is denied."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
112. "Adequacy of representation under Rule 23(a)(4): Hakeem and Marshall will fairly and adequately protect the interests of the class they seek to represent. Hakeem and Marshall are members of the putative class, and their interests are aligned with the interests of putative class members. Hakeem's and Marshall's interests are seeking to end violation of defendants' due process rights by Judge Bonin and ETOH. Hakeem and Marshall seek declaratory and injunctive relief for the injury caused by these practices. These interests are shared by all class members."	Deny.	"Paragraph 112 of the complaint is denied."
113. "Adequacy of class counsel under Rule 23(g): Named Plaintiffs are represented pro bono by the Institute for Justice and by the Law Office of William Most, L.L.C. The Institute is a 501(c)(3) non-profit organization with experience litigating class-action lawsuits around the country, including civil-rights cases involving similar due process claims litigated in federal court in Chicago, Illinois; Philadelphia, Pennsylvania; and Pagedale, Missouri."	Deny.	"Paragraph 113 of the complaint is denied."
114. "The Law Office of William Most, L.L.C. is a law firm based in New Orleans, with experience litigating class-action lawsuits around the country, including a civil rights class-action case under the Fourteenth Amendment in federal court in Louisiana."	Deny.	"Paragraph 114 of the complaint is denied."
115. "The representative parties and their counsel will fairly and adequately protect the interests of the class."	Deny.	"Paragraph 115 of the complaint is denied."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
116. "The members of the class are readily and objectively ascertainable because the Orleans Parish Criminal District Court, Judge Bonin's chambers, and ETOH maintain records of every individual who, since January 1, 2017, has been or will be ordered to ankle monitoring by Judge Bonin and has paid, will pay, has incurred, or will incur fees for ankle monitoring by ETOH, and in what amounts."	Deny.	"Paragraph 116 of the complaint is denied."
117. "Class certification is appropriate under Rule 23(b)(2) because Judge Bonin and ETOH have acted or refused to act on grounds and in ways that apply generally to the class, so that declaratory and injunctive relief are appropriate respecting the class as a whole."	Deny.	"Paragraph 117 of the complaint is denied."
118. "Namely, Judge Bonin and ETOH have ordered, steered, or otherwise permitted defendants to pay ankle monitoring fees to a company in which Judge Bonin has personal, financial, professional, and political interests, without disclosure of these interests or of alternative options, and they have conditioned custody determinations on the ability to pay those fees, thus creating a custodial system fraught with bias or the appearance of bias."	Deny.	"The allegations contained in paragraph 118 of the complaint are denied and strict proof thereof is required. Further answering, it is specifically denied that Judge Bonin has any personal, financial, professional, and/or political interests in ETOH. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics. Further answering, the allegations in paragraph 118 are belied by the plaintiffs' allegations contained in paragraphs 49, 50, and 102, above."
119. "A declaration that deprivations of liberty and property pursuant to these practices violate due process because they create bias or the appearance of bias will provide relief for the class as a whole. So, too, will an injunction requiring ETOH to return with interest the fees it has collected from the class since January 1, 2017, and cancel any pending or outstanding fees of the class."	Deny.	"Paragraph 119 of the complaint is denied."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
120. "For these reasons, a class action is superior to other available methods for the fair and efficient adjudication of this controversy, and to avoid inconsistent outcomes. Individual challenges to Judge Bonin's and ETOH's practices are impracticable, in part because Judge Bonin's and ETOH's practices remain almost entirely undisclosed to those affected by them, and, in any event, the costs associated with bringing individual challenges would almost certainly be prohibitive of a full and fair process for vindicating individuals' constitutional rights. A class action will allow for effective, class-wide relief to remedy Judge Bonin's and ETOH's unconstitutional practices."	Deny.	"Paragraph 120 of the complaint is denied. Further answering, it is specifically denied that Judge Bonin has any ties to ETOH. It is further denied that any disclosure by ETOH is or was required by any federal or state law, statute, rule, ordinance, constitution, or canons of ethics. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances regulations, and canons of ethics."
121. "Injunctive relief for the return of the class's property as a whole is appropriate and does not require individualized determinations of entitlement to relief, but rather only the ministerial act of restoring to each person the amount he or she paid, as documented in Judge Bonin's and ETOH's regularly maintained records, plus a class-wide percentage of interest that also requires no individualized determinations of entitlement."	Deny.	"Paragraph 121 of the complaint is denied."
122. "Plaintiffs re-allege and incorporate by reference each and every allegation above."	Deny.	"ETOH re-alleges, adopts, and incorporates herein by reference as if copied herein <i>in-extenso</i> all of its previous affirmative defenses, answers, and denials."
123. "Plaintiffs bring this claim against both Defendants on behalf of themselves and the class, for class-wide declaratory relief."	Deny.	"Paragraph 123 of the complaint does not require an answer by the Defendant. To the extent an answer is deemed required, the allegations are denied for lack of information sufficient to justify a belief therein."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
124. "The Due Process Clause of the Fourteenth Amendment applies to private actors in joint activity with state actors or performing public or government functions, as is ETOH here."	Deny.	"Paragraph 124 is denied as requiring a legal conclusion. It is further denied that ETOH participated in any joint activity with Judge Bonin regarding any electronic monitoring."
125. "The Due Process Clause of the Fourteenth Amendment secures the fundamental right to neutrality in judicial decision-making. It prohibits even the appearance of self-interest or bias. A showing of actual influence is not required."	Deny.	"The allegations contained in paragraph 125 are denied as requiring a legal conclusion."
126. "These principles apply to decisions by a judge that benefit or may appear to benefit his or her own personal, financial, professional, political, or institutional interest."	Deny.	"The allegations contained in paragraph 126 are denied."
127. "These principles also apply to decisions by a judge that benefit or may appear to benefit a third party in which the judge has a personal, financial, professional, political, or institutional interest."	Deny.	"The allegations contained in paragraph 127 are denied."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
<p>128. "Judge Bonin's and ETOH's practice of requiring criminal defendants to pay ankle monitoring fees to ETOH—a company in which the judge has personal, financial, professional, and political interests—and their practice of tying custody determinations to the payment of those fees to ETOH are unconstitutional because, in the absence of adequate disclosures, they demonstrate judicial bias and conflicts of interest, or the appearance of judicial bias and conflicts of interest, in violation of due process."</p>	Deny.	<p>"The allegations contained in paragraph 128 of the complaint are denied and strict proof thereof is required. Further answering, it is specifically denied that Judge Bonin has any personal, financial, professional, and/or political interests in ETOH. It is further denied that any disclosure by ETOH is or was required by any federal or state law, statute, rule, ordinance, constitution, or canons of ethics. Further answering, all contributions were publicly disclosed and are readily available and included on the internet as part of the campaign finance reports by Judge Bonin's campaign. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics and it did not make any custody determinations at any time."</p>
<p>129. "Each class member has suffered and continues to suffer this violation of due process."</p>	Deny.	<p>"The allegations contained in paragraph 129 are denied. It is specifically denied that ETOH committed any violation of due process regarding any class member. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics."</p>
<p>130. "Plaintiffs re-allege and incorporate by reference each and every allegation above."</p>	Deny.	<p>"ETOH re-alleges, adopts, and incorporates herein by reference as if copied herein <i>in-extenso</i> all of its previous affirmative defenses, answers, and denials."</p>

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
131. "Plaintiffs bring this claim against Defendant ETOH Monitoring, LLC on behalf of themselves and the class, for class-wide injunctive relief."	Deny.	"Paragraph 131 does not require a response from the Defendant, to the extent a response is deemed required, the allegations are denied."
132. "The Due Process Clause of the Fourteenth Amendment applies to private actors in joint activity with state actors or performing public or government functions, as is ETOH here."	Deny.	"Paragraph 132 is denied as requiring a legal conclusion. It is further denied that ETOH participated in any joint activity with Judge Bonin regarding any electronic monitoring."
133. "The Due Process Clause of the Fourteenth Amendment secures the fundamental right to neutrality in judicial decision-making. It prohibits even the appearance of self-interest or bias. A showing of actual influence is not required."	Deny.	"The allegations contained in paragraph 133 are denied as requiring a legal conclusion."
134. "These principles apply to decisions by a judge that benefit or may appear to benefit his or her own personal, financial, professional, political, or institutional interest."	Deny.	"The allegations contained in paragraph 134 are denied."
135. "These principles also apply to decisions by a judge that benefit or may appear to benefit a third party in which the judge has a personal, financial, professional, political, or institutional interest."	Deny.	"The allegations contained in paragraph 135 are denied."

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
<p>136. "Judge Bonin's and ETOH's practice of requiring criminal defendants to pay ankle monitoring fees to ETOH—a company in which the judge has personal, financial, professional, and political interests—and their practice of tying custody determinations to the payment of those fees to ETOH are unconstitutional because, in the absence of adequate disclosures, they demonstrate judicial bias and conflicts of interest, or the appearance of judicial bias and conflicts of interest, in violation of due process."</p>	Deny.	<p>"The allegations contained in paragraph 136 of the complaint are denied and strict proof thereof is required. Further answering, it is specifically denied that Judge Bonin has any personal, financial, professional, and/or political interests in ETOH. It is further denied that any disclosure by ETOH is or was required by any federal or state law, statute, rule, ordinance, constitution, or canons of ethics. Further answering, all contributions were publicly disclosed and are readily available and included on the internet as part of the campaign finance reports by Judge Bonin's campaign. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics and it did not make any custody determinations at any time."</p>
<p>137. "Each class member has suffered and continues to suffer this violation of due process."</p>	Deny.	<p>"The allegations contained in paragraph 137 are denied. It is specifically denied that ETOH committed any violation of due process regarding any class member. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics."</p>

Plaintiffs' Allegation	ETOH's Answer	Reason for ETOH's Answer
138. "This Court should issue an order enjoining ETOH from engaging in these unconstitutional practices."	Deny.	"The allegations contained in paragraph 138 are denied. It is specifically denied that ETOH engaged in any unconstitutional practice. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics."
139. "This Court should issue an order enjoining ETOH from reporting or sending to Judge Bonin the ETOH payment history or status of any individual defendant or defendants collectively."	Deny.	"The allegations of paragraph 139 are denied."
140. "This Court should issue an order enjoining ETOH from invoking Judge Bonin's judicial authority and power to remind defendants of their ETOH fees or to ensure that defendants pay their ETOH fees."	Deny.	"The allegations of paragraph 140 are denied as written."
141. "This Court should issue an order enjoining ETOH from collecting pending or outstanding fees incurred by the class pursuant to these unconstitutional practices, and from assessing future fees against the class pursuant to these unconstitutional practices."	Deny.	"The allegations contained in paragraph 141 are denied. It is specifically denied that ETOH engaged in any unconstitutional practice. At all times, ETOH has acted lawfully and in accordance with all applicable federal and state constitutions, laws, statutes, ordinances, regulations, and canons of ethics."
142. "This Court should issue a mandatory injunction requiring ETOH to return to the class the fees it has collected from class members since January 1, 2017, with interest, and to cancel any pending or outstanding fees owed by the class."	Deny.	"The allegations contained in paragraph 142 of the complaint are denied."