IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

Caritas Family Solutions, Illinois Collaboration on Youth, Access Living, Addus Healthcare, Inc., ADV & SAS, AIDS Foundation, Alternatives, Inc., Center for Housing and Health, Children's Home + Aid, Community Youth Network, County of Union, Illinois, DuPage Youth Services Coalition, Fox Valley Older Adult Services, Haven Youth & Family Services, Medical Gear, LLC, Heartland Human Care Services, Illinois Coalition Against Sexual Assault, Life Span, Lutheran Child & Family Services, Mujeres Latinas en Acción, Mutual Ground, New Age Elder Care, New Moms, Inc., OMNI Youth Services, One Hope United, Ounce of Prevention, Project Oz, River to River, Shelter Inc., TASC, Inc., Teen Living Programs, The Center for Youth and Family Solutions, The Harbour, Unity Parenting and Counseling, Universal Family Connection, Western Illinois Managed Home Services, Inc., Youth Outreach Services, Plaintiffs, v. James Dimas, Secretary of the Illinois Department of Human Services, in his official capacity, Jean Bohnhoff, Acting Director of the Illinois Department on Aging, in her official capacity, John R. Baldwin, Director of the Illinois Department of Corrections, in his official capacity, Susana Mendoza, Comptroller for the State of Illinois, in her official capacity, and Bruce Rauner, Governor of Illinois, in his official capacity, Defendants.	No. 17-CH-

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF

Introduction

1. The thirty-seven plaintiff organizations which deliver State-funded human services seek a preliminary and permanent injunction to require the State defendants to make timely payment of their contracts for fiscal year 2017. The circuit court in this county has already entered an order requiring the State of Illinois to pay State employees on a timely basis, despite lack of an agreed-to appropriation by the General Assembly and Governor.

2. Plaintiffs are likely to succeed on the particular constitutional claims here, which are as strong as or stronger than those in *AFSCME v. State of Illinois*, Case No. 15-CH-475. First, on June 30, 2016, and in violation of Article I, section 16 of the Illinois Constitution, the General Assembly and the Governor did enact a law that impairs the State's obligation to pay plaintiffs' contracts. Specifically, Public Act 99-524, the so called "Stop Gap" Bill, has unlawfully reduced or capped the liability of the State to plaintiffs on the contracts for services in fiscal year 2017—contracts that had been agreed to in writing or orally before P.A. 99-524 was adopted on June 30, 2016. For most plaintiffs, the Stop Gap provides less than twelve months worth of funding to pay contracts in both fiscal year 2016 and 2017; that is, a period twice as long of twenty-four months. In addition, P.A. 99-524 limits the spending authority of the State under these contracts to December 31, 2016, although defendants are continuing these contracts past that date without any prospect of payment. Second, by operating the State without a budget—and failing to complete the process of balancing revenue and expenditure as required by Article VIII, section 2—the State defendants have willfully removed the State's ability to provide a fund for the payment of these contracts which they continue to enter. By such conduct, the defendants have not only further impaired the obligation of contracts in violation of Article I, section 16, and violated the obligation to have a spending plan under Article VIII, section 2, but

have conducted the public business in a manner that exceeds their powers of office. Defendants cannot enter these contracts and take actions to block or frustrate the payment of such contracts.

3. In addition, P.A. 99-524 has the effect of denying a legal remedy for nonpayment of these contracts in the only court where plaintiffs are permitted to bring a purely contractual claim—namely, the Illinois Court of Claims. As a creature of the General Assembly the Court of Claims has a policy of not paying contractual claims absent an agreed-to appropriation. In effect, there is a state law or statutory framework—which includes the State Lawsuit Immunity Act—which unlawfully limits the legal remedy that plaintiffs have if the General Assembly and Governor have willfully failed to appropriate the funds before the fiscal year has lapsed. In this case, regardless of the budgetary impasse over other matters, it is a violation of due process and the rights of plaintiffs under Article I, section 16 to deny funding over contracts that the defendants and the General Assembly have expressed a desire in P.A. 99-524 for plaintiffs to perform.

4. Plaintiffs are suffering irreparable injury from denial of payment on a timely basis. First, due to lack of funding in fiscal year 2016, plaintiffs have already had to lay off professional staff and cut back programs. While the Stop Gap did result in payment of some of the contracts for fiscal year 2016—too late to prevent layoffs and program cuts—the reallocation of the money for fiscal year 2016 has resulted in little or no money for services in fiscal year 2017. For example, the Department of Corrections has made no payments for fiscal year 2017. The Department on Aging has barely made any payments at all for services in fiscal year 2017. As a result, the Stop Gap itself has damaged the capabilities of the plaintiff organizations on a long-term basis. Plaintiffs have been unable to rehire staff or resume programs to their normal strength. The plaintiffs have lost long-term contacts with providers and clients. Defendants have

caused and will cause irreparable injury because the violations of law set out here are degrading the capabilities of the plaintiffs to function at all. Accordingly, plaintiffs seek temporary and permanent injunctive relief—an order to the Comptroller to make timely payment and use if necessary cash now available in restricted funds to pay for obligations that the General Assembly and Governor have unlawfully impaired.

Parties

5. Plaintiff Children's Home + Aid is an Illinois not-for-profit corporation operating in more than 60 counties, including St. Clair County, and is party to a contract signed by the Secretary for the Department of Human Services (DHS) for fiscal year 2017 and attached as Exhibit A.

6. The contract attached as Exhibit A is typical of the contracts signed by those other plaintiffs that have contracts signed by the Secretary of DHS.

7. Additional plaintiffs with contracts signed by the Secretary of DHS for fiscal year 2017 are listed on Attachment 1, and each such plaintiff is incorporated into the allegations concerning these contracts by reference.

8. Plaintiff Caritas Family Solutions is an Illinois not-for-profit corporation operating in the forty-two southernmost counties in Illinois, including St. Clair County, and is party to a contract signed by the Director for the Department on Aging for fiscal year 2017 and attached as Exhibit B.

9. The contract attached as Exhibit B is typical of the contracts signed by those other plaintiffs that have contracts signed by the Direct of the Department on Aging.

10. Additional plaintiffs with contracts signed by the Director for the Department on Aging for fiscal year 2017 are listed on Attachment 2, and each such plaintiff is incorporated into the allegations concerning these contracts by reference.

11. Plaintiff TASC, Inc., is an Illinois not-for-profit corporation operating throughout the state, including St. Clair County, and is party to a contract signed by the Director of the Illinois Department of Corrections for fiscal year 2017 and attached as Exhibit C.

12. The contract attached as Exhibit C is typical of the contract signed by those other plaintiffs that have contracts with the Director of the Illinois Department of Corrections (IDOC).

13. Additional plaintiffs with contracts signed by the Director of IDOC for fiscal year 2017 are listed on Attachment 3, and each such plaintiff is incorporated into the allegations concerning these contracts by reference.

14. Plaintiffs have attached all plaintiffs' contracts as Group Exhibit D, in compliance with 735 ILCS § 5/606.

15. Defendant James Dimas is the Secretary of the Illinois Department of Human Services and is sued here in his official capacity.

16. Defendant Jean Bohnhoff is the Director of the Illinois Department on Aging and is sued here in her official capacity.

17. Defendant John R. Baldwin is the acting Director of the Illinois Department of Corrections and is sued here in his official capacity.

18. Defendant Bruce Rauner is Governor of Illinois and is sued here in his official capacity.

19. Defendant Susana Mendoza is the Illinois Comptroller and is a defendant only for purposes of relief. Except where she is specifically named, she will be excluded from the term "defendants" as used below.

Facts

20. For nearly two entire fiscal years, the State of Illinois has operated without a budget or spending plan as the State has previously had in every fiscal year since adoption of the Illinois Constitution of 1970.

21. On February 18, 2015, the defendant Governor submitted to the General Assembly a proposed budget for fiscal year 2016.

22. Under the Illinois Constitution, it is anticipated that the General Assembly reviews the budget and submits spending bills prior to the commencement of the fiscal year on July 1.

23. On or about May 28 and 29, 2015, the General Assembly did pass 27 appropriation bills for fiscal year 2016.

24. Certain of these appropriation bills authorized the expenditure of money to pay plaintiffs for the contracts with defendants in either the same, or differing but comparable, amounts to those proposed by the defendant Governor.

25. Specifically, three of these bills, House Bill 4153, House Bill 4165, and Senate Bill 2037, which appropriated funding for human services, authorized the expenditure of money to pay plaintiffs for the vast majority of the services covered by the contracts at issue in this complaint.

26. Although these bills had passed both houses in late May, the General Assembly sent the appropriations bills to the Governor on or about June 17 to June 24, 2015.

27. No further action by the Governor—or signature or consent—was necessary for the amounts appropriated by the General Assembly to become law.

28. Nonetheless, on June 25, 2015, the Governor vetoed all of the relevant appropriation bills.

29. In doing so the Governor blocked the funding of contracts that he or his department heads had voluntarily entered with plaintiffs.

30. The Governor could have—but chose not to—use his line item veto to block the funding of the contracts that he and the agency heads had voluntarily entered with plaintiffs for fiscal year 2016.

31. The Governor and the agency heads then continued the contracts with plaintiffs during the course of fiscal year 2016.

32. Due to specific appropriations made in December 2015 that the Governor did not veto, the plaintiffs on Attachment 4, which provide services to victims of domestic violence, were paid in fiscal year 2016.

33. During the entire fiscal year 2016, the rest of the plaintiffs received no state funding from the defendants under these contracts, with the exception of limited court-ordered payments, for fiscal year 2016.

34. After twelve months without funds, the financial situation of these plaintiff organizations was desperate.

35. Many of the plaintiff organizations had used up lines of credit with lenders.

36. The executive officers of many plaintiff organizations had gone without salaries.

37. Many of the plaintiff organizations had laid off professional and administrative staff.

38. On April 13, 2016, in recognition of this desperate situation, the General Assembly again passed a budget bill, SB 2046, which approved appropriations for nearly all of the contracts not previously funded for fiscal year 2016—even if retroactively.

39. On May 12, 2016, in another attempt to address the collapse of vital services, the General Assembly–with overwhelming bipartisan support—passed an appropriation bill, SB 2038.

40. On June 10 and July 1, 2016, respectively, the Governor vetoed SB 2046 and SB 2038, once again declining to use his line item veto to allow the funding of plaintiffs' contracts.

41. On June 30, 2016, in lieu of full funding, the General Assembly passed Public Act 99-524, the so called "Stop Gap" Bill.

42. The Stop Gap provided partial and inadequate funding for the contracts both for fiscal year 2016 and fiscal year 2017.

43. Due to an oversight, the Stop Gap did not include the plaintiffs listed in Attachment 4 at all.

44. As of June 30, 2016, the plaintiffs had fully performed the contracts for fiscal year 2016—and with exception of those listed on Attachment 4, they had done so without payment by defendants from state funds.

45. The contracts for fiscal year 2017 were also in place.

46. Some of these contracts were multiyear and continued into fiscal year 2017.

47. In other cases, plaintiffs had agreed by June 30, 2016, either in writing or orally, to enter new single-year contracts for the same services for fiscal year 2017.

48. As a result, the Stop Gap when enacted on June 30, 2016, had the effect of allowing payment for contracts in fiscal year 2016 but did so in most instances by reducing or even stopping funding of the contracts for fiscal year 2017.

49. The Stop Gap had this effect because it allowed defendants to reallocate the partial funding of contracts for fiscal year 2017—that is, for the first six months—to meet the twelve months of payments due on contracts for fiscal year 2016.

50. As a result, many of the plaintiffs holding contracts with the Department of Human Services are now fully paid for fiscal year 2016 only because they have received little or no payment for fiscal year 2017 to date.

51. Without exception, the plaintiffs holding contracts with the Department of Corrections have still not been paid in full for services rendered in fiscal year 2016 nor have they received any payment for fiscal year 2017 services.

52. With limited and nominal exceptions, the plaintiffs holding contracts with the Department on Aging have received no funding in for fiscal year 2017 to date.

53. The plaintiffs listed on Attachment 4 have received no funding for fiscal year 2017 because they were inadvertently left out of the Stop Gap.

54. Furthermore, as for services rendered after January 1, 2017, most of the plaintiffs cannot receive funding because the Stop Gap limits the spending authority of the State to December 31, 2016.

55. Plaintiffs are now obligated to perform contracts for the remaining six months without little or no funding.

56. At all times the defendants have had authority to revoke or terminate the contracts for lack of funding.

57. All contracts have provisions like Section 4.1 found in the contract with Children's Home + Aid attached as Exhibit A.

58. That section 4.1 states in part as follows:

> Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

59. Defendants have chosen not to revoke the contracts but continue them without funding.

60. Plaintiffs on the other hand are, in effect, generally not able to withdraw.

61. Plaintiffs entered the fiscal year 2017 contracts in part because failure to do so might lead to reprisal or harm, including the loss of any payment under the Stop Gap for fiscal year 2016 because they were not going forward with the services for fiscal year 2017.

62. Furthermore, aside from losing eligibility for money under the Stop Gap, plaintiffs were concerned that refusal to enter new contracts would result in permanent loss of State support for the charitable missions of their organizations.

63. In addition, plaintiffs might face liability to various client populations and individuals or at least cause irreparable harm, mental, emotional and physical, from abrupt withdrawal of services.

64. Plaintiffs also have made contractual commitments to third parties, including foundations and agencies that provide part of the funding for services that also depend on funding from the State.

65. Nor do the terms of the contracts allow plaintiffs to immediately terminate them. Instead, plaintiffs would have to give notice of 30 days with no assurance of receiving any payment ever for that period once they give notice to withdraw.

66. At all times defendants have denied payment to plaintiffs in the absence of agreed-to appropriations.

67. Nonetheless, defendants have paid other creditors in the absence of agreed-to appropriations.

68. While such payments have occurred under various court orders, the defendant Governor announced that the State should continue to pay State employees without agreed-to appropriations even if the order requiring such payment in *AFSCME v. State* were to be dissolved—and that he would take every available action to ensure they would get paid even without an appropriation.

69. At the same time, defendants—including the defendant Governor—will not pay plaintiffs in the absence of agreed to appropriations.

70. Furthermore, the Attorney General of Illinois has moved to dissolve the order in *AFSCME v. State* on the ground—in part—that the defendants may not conduct public business without an agreed-to appropriation.

71. Nonetheless, with respect to plaintiffs, the Attorney General has defended the right of the defendants to conduct public business and enter and continue these contracts with plaintiffs without an agreed-to appropriation.

Irreparable Injury

72. As set forth above, various plaintiffs have received no payments for services in the first half of fiscal year 2017 to date and most will receive no payment for the rest of the fiscal year unless defendants are restrained from this current course of conduct.

73. While plaintiffs have been paid for fiscal year 2016, the failure to pay in fiscal year 2017 as described above is causing permanent and not temporary damage to their capacity to operate.

74. Plaintiffs have been unable to rehire the professional staff laid off in fiscal year 2016.

75. Plaintiffs have been unable to restore the programs that they had to cut in fiscal year 2016.

76. Plaintiffs also have to brace for further cutbacks due to the lack of funding for existing contracts under the Stop Gap for the rest of the fiscal year.

77. As a result, the defendants—by this course of conduct—have degraded the capacities of the plaintiff organizations to serve their client populations.

78. Furthermore, these actions have caused irreparable injury to the client populations that have lost services and damaged the credibility of the plaintiff organizations with many vulnerable and emotionally troubled persons.

79. For all these reasons, in the absence of injunctive relief, not only the plaintiff organizations but the entire State-supported infrastructure for providing human services faces irreparable and lasting injury.

Count I
(Ultra Vires Conduct by Defendants - Liability under "Officer Exception")

80. By the acts set forth above, the defendant officers have conducted the public business of the State in a manner that exceeds the lawful powers of their office—in particular, by entering and continuing dozens and even hundreds of contracts with vendors like plaintiffs with no agreed to appropriations or an overall spending plan such as Article VIII, section 2 requires.

81. Such conduct is especially egregious because in continuing the budget impasse the defendants have failed to take steps like use of a line item veto to provide funding of contracts that the defendants have voluntarily entered.

82. By such conduct defendants have effectively forced the plaintiff organizations, which cannot readily or practically withdraw from these contracts, to "float" or loan money to the State to provide continued services to the neediest citizens.

83. Such conduct is in violation of Article VIII, section 2, which provides for the orderly development of a plan of State revenues and expenditures—in effect, a budget—to provide fair treatment to the creditors of the State or those doing business with the State.

84. Such conduct is also in conflict with public policy, is immoral and oppressive, and inflicts substantial injury on the plaintiffs and the fragile populations that they serve.

85. Furthermore, such conduct violates the rights of the plaintiffs to equal protection and due process under Article I, section 2, as plaintiffs have been denied payment while other creditors are being paid.

86. Accordingly, under the "officer exception" to the State Lawsuit Immunity Act, plaintiffs seek an order against the defendants in the nature of specific performance of the contracts for fiscal year 2017, and to make prospective payment of amounts due or to become due during the term of these contracts.

WHEREFORE, plaintiffs pray this Court to:

A. Grant preliminary and permanent injunctive relief requiring the defendant state officers to specifically perform their obligations of payment under the contacts attached hereto and on a timely basis pay the vouchers submitted and to be submitted for the remainder of the fiscal year; and

B. Grant plaintiffs their legal fees under Section 5 of the Illinois Civil Rights Act and grant such other injunctive relief as may be appropriate.

Count II
(Impairment of Obligation of Contracts - Stop Gap)

87. By enacting the Stop Gap, the General Assembly legislatively approved or accepted the contracts already in existence for fiscal year 2017.

88. Nonetheless, in accepting these contracts, the Stop Gap also impairs the obligation of the State under these contracts, in violation of Article I, section 16.

89. In particular and in violation of Article I, section 16, while accepting the contracts, the Stop Gap unlawfully allows defendants to reduce payments well below the face amount of these contracts.

90. This Court has full equitable authority to redress such a serious impairment by the General Assembly of the obligation of contracts otherwise accepted by the State.

WHEREFORE plaintiffs pray this Court to:

A. Declare that by enactment of the Stop Gap on June 30, 2016, the State of Illinois violated the rights of plaintiffs to be free of legislative acts impairing the obligation of contracts;

B. Grant preliminary and permanent injunctive relief requiring defendants to make timely payment on all contracts that were approved by the General Assembly in the Stop Gap without any reduction in the face amounts; and

C. Grant plaintiffs their legal fees under Section 5 of the Illinois Civil Rights Act and grant such other injunctive relief as may be appropriate.

Count III
(Impairment of Contracts - Breach of Constitutional Duty under Article VIII)

91. Article VIII, section 2 provides that the General Assembly with the consent of the Governor will develop an annual budget or spending plan that sets forth by law the revenue and expenditures for the coming fiscal year.

92. The performance of this duty by the General Assembly and Governor is necessary to conduct the public business in an orderly manner and to give assurance that the State is a responsible business partner.

93. As set forth above, the General Assembly and Governor have failed to perform this duty both in fiscal year 2016 and in a timely manner for fiscal year 2017.

94. Plaintiffs had a right to rely on the performance of this duty as a security for payment of contracts with the State.

95. The failure of the General Assembly and the Governor to perform this constitutional duty under Article VIII—and the ensuing breakdown in government that has lasted to date—has rendered payment of the attached contracts insecure.

96. Accordingly, this breach of duty under Article VIII which has imperiled orderly payment of the attached contracts is an impairment of the obligation of contracts, in violation of Article I, section 16 and Article VIII, section 2.

97. This Court has full equitable authority to redress the aforesaid constitutional breach which has imposed such hardship on plaintiffs and threatened their capacity to continue to provide services to the State's neediest citizens.

WHEREFORE plaintiffs pray this Court to:

A. Declare that the actions of the General Assembly and defendant Governor evidence both legislative and executive approval of these specific contracts and preclude any defense to payment under Article VIII, section 2 for lack of a consented-to appropriation in the full amount;

B. Declare that the plaintiffs should not be subject to forfeiture or pecuniary loss for the breach of duty under Article VIII by the General Assembly and the defendant Governor to have a timely plan setting forth the revenue and expenditures of the State in the fiscal year;

C. Declare that such breach of duty under Article VIII, section 2 by the General Assembly and defendants has unlawfully deprived the plaintiffs of their legitimate right to the security of payment that comes from having a budget in place;

D. Grant preliminary and permanent injunctive relief requiring the defendants to make full and timely payment on contracts attached to this complaint; and

E. Grant plaintiffs their legal fees under Section 5 of the Illinois Civil Rights Act and grant such other injunctive relief as may be appropriate.

Count IV
(Impairment of Obligation of Contracts - Legal Remedies)

98. The Stop Gap also impairs the obligation of contracts in violation of Article I, section 16, by effectively enacting at the same time a limit on legal remedies for breach of contract.

99. The Illinois Constitution does not provide for immunity from suit for breach of contract, but the State Lawsuit Immunity Act does limit legal remedies to the Court of Claims.

100. However, the Court of Claims—unlike an independent judicial court—is an agency of the General Assembly and has a policy of not awarding payment under a contract without a consented-to appropriation.

101. As a result, because of the interaction of the Stop Gap with the State Lawsuit Immunity Act and the policy of the Court of Claims, the plaintiffs have no legal remedy to complain of nonpayment after the fiscal year has lapsed.

102. The impairment of the legal remedy for nonpayment as described here is also an impairment of the obligation of the law of contracts and a violation of Article I, section 16, which has the purpose of limiting such self-interested behavior by the State.

WHEREFORE plaintiffs pray this Court to:

A. Declare that by the actions set forth above, and through the passage of the Stop Gap, the defendants and the State have unlawfully impaired the obligation of Plaintiffs' contracts;

B. Grant preliminary and permanent injunctive relief requiring the defendants to make full and timely payment on contracts attached to this complaint; and

C. Grant plaintiffs their legal fees under Section 5 of the Illinois Civil Rights Act and grant such other injunctive relief as may be appropriate.

Count V
(Impairment of Contract - Restricted Funds)

103. The General Assembly has further impaired the security of payment on plaintiffs' contracts by placing arbitrary restrictions on available State revenue from which the Comptroller could make payment.

104. Plaintiffs holding contracts with the Department of Human Services can be paid only out of a specific account or fund—the "human services" fund—that is designated as the source of payment in Stop Gap or other laws.

105. Some of these specific funds designated for special purposes do have cash on hand, and others are depleted.

106. On information and belief, plaintiffs allege that the so-called "human services" fund and certain other funds designated for payment of plaintiffs' contracts have insufficient cash on hand to pay them.

107. Because of the current breakdown of the budgetary process in violation of Article VIII, the State also has insufficient cash available from general revenue to pay for plaintiffs' contracts, especially since the State must pay State employees from general revenue.

108. Nonetheless, on information and belief, plaintiffs allege that the State could pay plaintiffs' contracts on a timely basis if the restrictions on use of those special funds that do have cash are set aside.

109. Accordingly, by failing to have or ensure sufficient cash from general revenue and by placing arbitrary restrictions on payment from special funds that do have cash to pay the plaintiffs, the General Assembly has impaired the obligation of contracts, in violation of Article I, section 16.

110. An order directing the defendants to pay plaintiffs will be without effect if there is no cash on hand in the particular fund out of which the General Assembly has designated as the exclusive source of payment.

111. There is other cash on hand in other special accounts or funds to make timely payment of the contracts.

112. The General Assembly, with the Governor's consent, has from time to time authorized so-called "sweeps" which draw or pull cash on hand from these restricted accounts to pay the obligations of the State.

113. This Court has full equitable authority to redress the constitutional breaches set forth in this and other counts of the complaint.

WHEREFORE plaintiffs pray this Court to:

A. Declare that the restrictions placed by the General Assembly in the Stop Gap and other laws on the accounts out of which plaintiffs can be paid have impaired the obligation of contracts and the rights of plaintiffs, in violation of Article I, section 16;

B. Declare that the breakdown of the budgetary process in violation of Article VIII and the insufficiency of existing general revenue to pay plaintiffs have also impaired the obligation of contracts and the rights of plaintiffs, in violation of Article I, section 16.;

C. Order the defendant Governor and agency heads and the defendant Comptroller to draw or pull cash on hand from these restricted accounts to pay the vouchers submitted by plaintiffs on a timely basis;

D. Grant plaintiffs their legal fees under Section 5 of the Illinois Civil Rights Act and such other relief as may be appropriate.

Dated: February 9, 2017

By: s/ Sean Morales-Doyle
One of Plaintiffs' Attorneys

Thomas H. Geoghegan (ARDC No. 3126689)
Michael P. Persoon (ARDC No. 6293547)
Sean Morales-Doyle (ARDC No. 6293421)
Despres, Schwartz & Geoghegan, Ltd.
77 West Washington Street, Suite 711
Chicago, Illinois 60602
(312) 372-2511