

FILED-1

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION AM 11:02

CIRCUIT COURT OF COOK
COUNTY, ILLINOIS
CHANCERY DIV.

CLERK
DOROTHY BROWN

- ILLINOIS COLLABORATION ON YOUTH,)
- ABCOR HOME HEALTH INC., ADDUS)
- HEALTHCARE INC., AIDS FOUNDATION)
- OF CHICAGO, ALTERNATIVES, INC., AUNT)
- MARTHA'S YOUTH SERVICES CENTER,)
- CARITAS FAMILY SOLUTIONS, CARROLL)
- COUNTY HEALTH DEPARTMENT, CENTER ON)
- HALSTED, CENTER FOR HOUSING AND HEALTH,)
- CENTERSTONE, CHADDOCK, CHICAGO)
- COMMONS, CHICAGO HOUSE, AND SOCIAL)
- SERVICE AGENCY, CHILDREN'S HOME + AID,)
- CHILDREN'S HOME ASSOCIATION)
- OF ILLINOIS, COMMUNITY YOUTH NETWORK,)
- INC., IL, DUPAGE YOUTH SERVICES, FAMILY)
- COUNSELING CENTER, INC., FEATHERFIST, FOX)
- VALLEY OLDER ADULT SERVICES, HAVEN)
- YOUTH AND FAMILY SERVICES, HEARTLAND)
- HUMAN CARE SERVICES, HOUSING)
- OPPORTUNITIES FOR WOMEN, HUMAN SUPPORT)
- SERVICES, ILLINOIS COALITION AGAINST)
- SEXUAL ASSAULT, ILLINOIS PUBLIC HEALTH)
- ASSOCIATION, INDIAN OAKS ACADEMY,)
- INSPIRATION CORPORATION, INTERFAITH)
- HOUSING DEVELOPMENT CORPORATION,)
- JEWISH CHILD AND FAMILY SERVICES, JEWISH)
- VOCATIONAL SERVICE AND EMPLOYMENT)
- CENTER KEMMERER VILLAGE, KNOX COUNTY)
- HEALTH DEPARTMENT, LA CASA NORTE, LESSIE)
- BATES DAVIS NEIGHBORHOOD HOUSE,)
- LUTHERAN CHILD AND FAMILY SERVICES,)
- MEDICAL GEAR, LLC, METROPOLITAN FAMILY)
- SERVICES, MIDWEST YOUTH SERVICES, NEW)
- AGE ELDER CARE, NEW MOMS, NEXUS, INC.,)
- NICASA, OMNI YOUTH SERVICES, ONE HOPE)
- UNITED, PEDIATRIC AIDS, CHICAGO)
- PREVENTION INITIATIVE, OUNCE OF PREVENTION)
- FUND, POLISH AMERICAN ASSOCIATION,)
- PROJECT OZ, PUERTO RICAN CULTURAL CENTER)
- RENAISSANCE SOCIAL SERVICES, REVIVE)
- CENTER FOR HOUSING AND HEALING, RIVER)
- TO RIVER SENIOR SERVICES, ROCK ISLAND)
- COUNTY HEALTH DEPARTMENT, SAN JOSE)
- OBRERO MISSION, SENIOR HELPERS, SENIOR)
- SERVICES PLUS INC., SHELTER, INC.,)

Case No. 16-CH-6172

FILED-1
2016 JUN 21 AM 11:03
CIRCUIT COURT OF COOK
COUNTY, ILLINOIS
CLERK'S DIV.
DOUGLAS BECK

SINNISSIPPI CENTERS, STEPHENSON COUNTY)
HEALTH DEPARTMENT, STEPPING STONES OF)
ROCKFORD, INC., TEEN LIVING PROGRAMS, TEEN)
PARENT CONNECTION, THE BABY FOLD, THE)
BRIDGE YOUTH AND FAMILY SERVICES, THE)
CENTER FOR YOUTH AND FAMILY SOLUTIONS,)
THE FELLOWSHIP HOUSE, THE HARBOUR,)
THE NIGHT MINISTRY, THE RESURRECTION)
PROJECT, TURNING POINT BEHAVIORAL HEALTH)
CARE CENTER, UNITY PARENTING AND)
COUNSELING, VANGUARD HEALTH AND)
WELLNESS, LLC., UNIVERSAL FAMILY)
CONNECTION, WESTERN ILLINOIS MANAGED)
HOME SERVICES, WHITESIDE COUNTY HEALTH)
DEPARTMENT, YOUTH ADVOCATE PROGRAM,)
YOUTH CROSSROADS, YOUTH OUTREACH)
SERVICES, YOUTH SERVICE BUREAU OF)
ILLINOIS VALLEY,)

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, NIRAV SHAH, DIRECTOR OF THE)
ILLINOIS DEPARTMENT OF PUBLIC HEALTH,)
in his official capacity, and FELICIA NORWOOD,)
DIRECTOR OF THE ILLINOIS DEPARTMENT OF)
HEALTHCARE AND FAMILY SERVICES, in her)
official capacity, JOHN R. BALDWIN, DIRECTOR)
OF THE ILLINOIS DEPARTMENT OF)
CORRECTIONS, in his official capacity,)
MICHAEL HOFFMAN, ACTING DIRECTOR OF THE)
ILLINOIS DEPARTMENT OF CENTRAL)
MANAGEMENT SERVICES, in his official)
capacity, AUDRA HAMERNIK, EXECUTIVE)
DIRECTOR OF THE ILLINOIS HOUSING)
DEVELOPMENT AUTHORITY, in her official)
capacity, LESLIE GEISSER MUNGER,)
COMPTROLLER FOR THE STATE OF ILLINOIS,)
in her official capacity, and BRUCE RAUNER,)
GOVERNOR OF ILLINOIS, in his official capacity,)

Defendants.)

**SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE
RELIEF**

Introduction

1. Plaintiff Illinois Collaboration on Youth (ICOY) and the 80 other plaintiff provider organizations seek declaratory and injunctive relief against the defendant officers and agency heads in entering and continuing contracts with no intent to pay absent a new consented-to appropriation—and in impairing the obligations of those contracts. The Governor’s veto on June 25, 2015 of the appropriations for the very contracts that he and the other defendants then entered with plaintiffs impairs the obligation of contracts, in violation of Article I, sections 2 and 16 of the Illinois Constitution. As executive officers of the State, the defendant Governor and other defendants cannot enter and affirm these public contracts while simultaneously using the legislative veto of the Governor to disaffirm the funding of them. Likewise, the Governor's veto on June 10, 2016 confirmed such impairment of the obligations of contracts, since the legal remedy for non-payment will be even more difficult with the pending close of the fiscal year. As set out in Count I, plaintiffs are entitled to a preliminary and permanent injunction because as executive officers of the State, the defendants have no legal or constitutional authority to conduct public business without any budget in place as required by Article VIII of the Constitution, and without any intent to pay plaintiffs absent a new agreed-to appropriation.. Furthermore, as executive officers, the defendants may not enter and affirm and accept the benefits of these contracts while using the legislative veto of the Governor to block the funding of them. Nor may defendant Governor use his recent legislative veto of June 10, 2016 to block the funding of these contracts when the Governor and other defendants as executive officers have by now accepted all or nearly all of the benefits under these contracts. Such actions deny plaintiffs their rights to

equal protection and due process of law, and conduct the public business in a manner not authorized by their powers of office under the Illinois Constitution. As set forth in Count II, plaintiffs are also entitled to a preliminary injunction to require that the contracts be eligible for payment now. The plaintiffs are entitled to a declaration that the Governor's repeated vetoes of the appropriations made by the General Assembly to ensure the payment of the contracts was an unconstitutional impairment of the obligations of contracts and a violation of plaintiffs' rights to due process of law. By precluding the appropriations for these contracts even after they had been performed, the veto removed or impaired the security of payment of the contracts by the Comptroller and impaired the legal remedy for non-payment in the Court of Claims. As a court of limited jurisdiction, the Court of Claims has a policy of awarding monetary relief only from appropriations formally enacted in the relevant fiscal year with the express or tacit approval of the Governor. Because the Governor's veto was unconstitutional, the appropriations for those contracts became law and there is no bar to payment on the contracts by the Comptroller now.. Because of defendants' course of conduct, the infrastructure of State-supported social services to the needy is at the risk of collapse. The Court should use its broad equitable authority to protect plaintiffs and the State itself from irreparable injury in the weeks and months ahead.

Parties

2. Plaintiff Illinois Collaboration on Youth (ICOY) is an Illinois not-for-profit corporation that is party to the contract signed by the Secretary of the Department of Human Services (DHS) for fiscal year 2016 and attached as Exhibit A.

3. The contract attached as Exhibit A, renewed in this fiscal year, is typical in relevant part of the contracts signed by other plaintiffs having contracts with DHS.

4. Additional plaintiffs with contracts signed by the Secretary of DHS for fiscal year 2016 are listed on Attachment 1, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

5. Plaintiff Addus Health Care, Inc. is an Illinois corporation that is party to the contract signed by the Director of the Department of Aging for fiscal year 2016 and attached as Exhibit B.

6. The contract attached as Exhibit B is typical in relevant part of the contracts signed by other plaintiffs with the Department of Aging.

7. Additional plaintiffs with contracts signed by the Director of the Department of Aging for fiscal year 2016 are listed on Attachment 2, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

8. Plaintiff Whiteside County Health Department is a public entity that is party to the contract signed by the Director of the Department of Public Health (DPH) for fiscal year 2016 and attached as Exhibit C.

9. The contract attached as Exhibit C is typical in relevant part of the contracts signed by other plaintiffs with DPH.

10. Additional plaintiffs with contracts signed by the Director of DPH are listed on Attachment 3, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

11. Plaintiff Children's Home & Aid is an Illinois not-for-profit organization that is party to the contract signed by the Director of the Department of Healthcare and Family Services (HFS) for fiscal year 2016 attached as Exhibit D.

12. The contract attached as Exhibit D is typical in relevant part of the contracts signed by other plaintiffs with HFS.

13. Additional plaintiffs with contracts signed by the Director of HFS are listed on Attachment 4, and each such plaintiff is incorporated into the allegations concerning these contracts by this reference.

14. Plaintiff New Moms Inc. is an Illinois not-for-profit organization that is a party to the contract signed by the Director of the Illinois Department of Corrections for fiscal year 2016 attached as Exhibit E.

15. Plaintiff Jewish Vocational Service and Employment Center is an Illinois not-for-profit organization that is party to the contract signed by the acting Director of the Illinois Department of Central Management Services for fiscal year 2016 attached as Exhibit F.

16. Plaintiff Resurrection Project is an Illinois not-for-profit organization that is party to the contract with the Illinois Housing Development Authority for fiscal year 2016 attached as Exhibit G.

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

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

19. Defendant Nirav Shah is the Director of the Illinois Department of Public Health and is sued here in his official capacity.

20. Defendant Felicia Norwood is the Director of the Department of Health and Family Services and is sued here in her official capacity.

21. Defendant John R. Baldwin is director of the Illinois Department of Corrections and is sued here in his official capacity.

22. Defendant Michael Hoffman is acting Director of the Illinois Department of Central Management Services and is sued here in his official capacity.

23. Defendant Audra Hamernik is the Executive Director of the Illinois Housing Development Authority and is sued here in her official capacity.

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

25. Defendant Leslie Geissler Munger is the Illinois State 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

26. On February 18, 2015, the defendant Governor submitted to the General Assembly a proposed budget for fiscal year 2016, starting on July 1, 2015.

27. The defendant Governor's proposed budget provided for funding of most, if not all, of the services covered by the contracts that the defendant state officers later entered with the respective plaintiffs.

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

29. 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.

30. 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.

31. 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.

32. As Exhibit H, plaintiffs have attached a description of each contract entered with the defendant directors for fiscal year 2016 and have cross-referenced the specific line item in the various appropriation bills passed by the General Assembly.

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

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

35. The Governor's veto included funding that he himself had proposed for these services.

36. At various times before and after the veto, the defendant directors induced plaintiffs to enter the contracts in the same standard form like those contracts attached as Exhibits A through G.

37. Plaintiffs have attached all such contracts electronically on the CD-ROM or thumb drive attached as Exhibit I, in compliance with 735 ILCS § 5/606.

38. Plaintiffs include 81 agencies providing human services of various kinds that enter contracts annually with the respective defendants.

39. At various times, plaintiffs signed and returned the contracts in the attached Exhibits that the defendant directors had sent them.

40. Plaintiffs signed and returned such contracts in the attached Exhibits after the General Assembly had appropriated the funds for the contracts.

41. After the Governor's veto on June 25, 2015, the defendant directors at various times accepted and returned the contracts in the attached Exhibits and have continued to enforce them.

42. The defendant directors have not proposed to suspend or terminate the contracts signed by plaintiffs in the attached Exhibits.

43. Furthermore, the defendant directors do not dispute that the plaintiffs should receive payment for these services.

44. Nonetheless, the defendant directors have not made any payment in fiscal year 2016 for the services that the contracts have required plaintiffs to perform.

45. Defendant directors take the position that the Governor's veto of the appropriations for these contracts bars them from paying plaintiffs for services rendered under these contracts.

46. Defendants intend to leave plaintiffs to pursue whatever legal remedies they may have in the Court of Claims.

47. Defendants know that if their view of the Governor's authority to veto appropriations for these contracts is correct, then plaintiffs will face a significant obstacle in pursuing their legal remedies for non-payment in the Court of Claims.

48. The Court of Claims has a policy, if not an obligation, of awarding relief only from appropriations formally enacted by the General Assembly with the express or tacit approval of the Governor.

49. Accordingly, the Governor's veto of these appropriations and the continuing budget impasse have made less secure any legal remedy for the contracts which the Governor and defendants do not intend to pay in the current fiscal year, absent new and non-vetoed appropriations. Additionally, on information and belief, there will be no budget in place before the end of the fiscal year, or even in this calendar year.

50. Defendants will continue the contracts, continue to accept vouchers for payment, and continue to receive the benefits of plaintiffs' services.

51. By accepting the services rendered under the contracts and accepting such vouchers for payment, defendants acknowledge that plaintiffs have performed their duties under the contracts and are entitled to payment.

52. The Governor had the option under the Illinois Constitution to exercise a line-item veto to block only expenditures unrelated to the services that are the subject of the contracts entered with plaintiffs. He did not exercise this option.

Count I
(Declaratory Judgment and Injunctive Relief: Ultra Vires Acts)

53. As set forth above, after the defendant Governor vetoed the appropriations for plaintiffs' contracts, defendants entered and continued these contracts.

54. Defendants requested and accepted services rendered under these contracts but have not paid and will not pay them in the current fiscal year, absent new and non-vetoed appropriations.

55. Defendants know that if their position is correct that the Governor's veto of the appropriations bars payment for services rendered under the contracts, then plaintiffs have an impaired right of payment by the Comptroller.

56. Likewise, defendants also know that if their position is correct that the Governor's veto of the appropriations bars payment for services rendered under the contracts, then plaintiffs have a less secure – or, impaired - legal remedy later in the Court of Claims.

57. As officers of the state, defendants have no statutory or constitutional authority to engage in such a course of conduct regardless of whether their position about the Governor's veto is correct.

58. As officers of the state, defendants may not conduct the public business for an entire fiscal year without a budget in place, as required by Article VIII, section 2 of the Illinois Constitution.

59. As officers of the state, defendants may not conduct the public business on a routine basis throughout the fiscal year through contracts which they do not intend to pay, absent a new agreed to appropriation, because they have vetoed the funding of such contracts.

60. Such a course of conduct is inconsistent with the constitutional scheme set forth in Article VIII, section 2.

61. Furthermore it is a misuse of the veto power under Article IV, section 9 to disaffirm the funding of public contracts and then enter those contracts and continue them.

62. Such a course of conduct—in excess of any lawful power of office—imperils the entire State-supported network for the delivery of human services.

63. It has created a public emergency far beyond the capacity of the Court of Claims to address or resolve.

64. Plaintiffs seek a declaration that as officers of the State of Illinois, defendants lack any statutory or constitutional authority to enter and continue these contracts *en masse*—and after

vetoing the appropriations for them—without any intent or plan to make payment, absent new and non-vetoed appropriations.

65. Defendants have the purported right to suspend or terminate the contracts but have chosen not to do so.

66. Many of the contracts have a clause like Section 4.1 of Exhibit A, which states:

This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

67.

68. Defendants have not invoked these rights, but nevertheless continued the contracts in effect.

69. In addition to declaratory relief in this Court, plaintiffs are also entitled to preliminary and permanent injunctive relief.

70. Plaintiffs have received no payment for services rendered for over 325 days.

71. State employees continue to receive pay.

72. Public schools continue to receive State funding.

73. Universities and colleges are receiving supplemental appropriations approved by the General Assembly and the Governor.

74. Various state vendors are being paid.

75. The denial of payments to plaintiffs and other providers of human services, while other creditors and obligors are being paid under court orders or special arrangements, denies

plaintiffs their right to equal protection of the laws under Article I, section 2 of the Illinois Constitution.

76. For lack of payment some plaintiffs have already laid off highly skilled professional staff.

77. Likewise, some plaintiffs have already had to cut or eliminate programs that provide crucial services that are intended to implement the public policies and programs of the State as enacted by the General Assembly and signed by previous governors.

78. Without preliminary injunctive relief, it is likely that all or some plaintiffs will have to lay off more staff and cut more programs in the coming months.

79. This irreparable injury will increase in the next months—and more existing State-funded services and programs will disappear—unless plaintiffs receive preliminary injunctive relief authorizing and requiring payment of overdue and current bills for services rendered under these contracts.

80. Once these services and programs are cut or eliminated, it will be difficult if not impossible to resume them.

81. In many cases, plaintiffs will lose track of the clients they now serve.

82. Likewise, in many cases, plaintiffs will lose touch with personal networks and relationships in the communities they serve.

83. These personal networks and relationships are crucial in reaching the neediest clients.

84. Many of these clients are youth, homeless persons, persons with HIV/AIDS, or low income persons with mental health issues, and it will be difficult to track or find these persons and offer the same level of services again.

85. Furthermore, the plaintiff organizations work together and refer clients to each other, so the harm to any one of the plaintiff organizations also results in harm to one or more others.

86. Because of defendants' course of conduct, the infrastructure of State-supported social services to the needy is at the risk of collapse.

87. Only a preliminary injunction to stop this course of conduct will prevent a spiraling injury to that infrastructure, and the degradation of the capabilities of these organizations to provide the services they have in the past.

88. Furthermore, as set forth below, plaintiffs lack an adequate or secure legal remedy in the Illinois Court of Claims.

89. The lack of such a legal remedy is the result of the defendants' own conduct in vetoing the appropriations for the contracts that they subsequently entered and continue to enforce.

90. Defendants are continuing these contracts with the knowledge that there will be no specific appropriation expressly or tacitly consented to by the Governor out of which the Court of Claims might award a legal remedy to plaintiffs.

91. Even if plaintiffs were to prevail in the Court of Claims it will take years to obtain relief.

92. In that case, the infrastructure of State-supported human services built up over years is not likely to survive in its current form.

93. Accordingly, plaintiffs are entitled to a preliminary and permanent injunction to remedy the harm already done by the defendants from engaging in this illegal course of conduct,

namely, continuing scores of contracts without any intent to pay them for the rest of the relevant fiscal year and jeopardizing the State's social service infrastructure.

94. To survive, and to maintain the status quo—the infrastructure of State-supported human services developed over many years—plaintiffs are entitled to a mandatory preliminary injunction to begin immediate payment of the most seriously overdue bills, including bills overdue by 90 days or more.

95. Such relief is necessary to keep the status quo in place and prevent permanent damage to the infrastructure for delivering State-funded human services.

96. On April 13, 2016, the General Assembly passed SB 2046 which approved appropriations for nearly all of the contracts electronically included in Exhibit I.

97. Specifically, SB 2046 approved the contracts with agencies including the Department of Human Services, the Department of Aging, the Illinois Housing and Development Authority, and the Department of Public Health.

98. On April 14, 2016, the General Assembly sent SB 2046 to the Governor.

99. On June 10, 2016, the Governor vetoed SB 2046 in its entirety.

100. As in the previous veto of June 25, 2015, the Governor did not use the amendatory veto, or line item veto to allow the funding of the contracts included in Exhibit I.

101. The Governor took this action to block the funding of the contracts although by June 10, 2016, the Governor and other defendants had by now received in full or nearly in full of the benefit of the plaintiffs' services of the contracts included in Exhibit I.

102. Upon the passage of SB 2046 which made appropriations for services already rendered by plaintiffs in full or nearly in full, the plaintiffs had acquired a property right to payment as to the contracts approved in SB 2046.

103. The Governor's express consent to SB 2406 is not necessary under Article IV, section 9 of the Illinois Constitution..

104. The Governor's subsequent veto of June 10, 2016 thereby deprived plaintiffs of a payment they would have otherwise received.

105. With respect to the contracts included in Exhibit I , the Governor has an implied constitutional obligation as a State officer as well as an implied covenant in the contract itself to act in good faith in the performance of such contracts.

106. The Governor has breached such constitutional obligation as an executive and officer of the State when the Governor simultaneously affirms the contract and accepts the full benefit of the contract while disaffirming by legislative veto the funding of contracts that as a State officer he is obligated to carry out.

107. In addition, the Governor's conduct in vetoing SB 2046 effects a seizure of the property and services of plaintiffs without compensation and without approval of the General Assembly and in violation of the plaintiffs' rights to due process of law under Article I, section 2 of the Illinois Constitution.

108. Furthermore, such conduct by the defendant Governor in entering contracts which he does not permit the General Assembly to fund and thereby taking the property and services of plaintiffs without compensation violates the principle of the separation of powers as set out in Article IV, section 1.

WHEREFORE, plaintiffs pray this Court to:

- A. Declare that the defendants exceeded their legal and constitutional authority by entering and continuing the contracts after the Governor's veto on June 25, 2015

of the appropriations previously made by the General Assembly to pay for such contracts, with no intent to pay absent new and consented-to appropriations,

- B. Declare that defendants further exceeded their legal and constitutional authority by the defendant Governor's veto of the subsequent appropriations made by the General Assembly to pay for such contracts after the defendant Governor and other defendants had received all or nearly all of the benefit of such contracts
- C. Declare that such action by the Governor and other defendants as set forth in paragraph B and in Count I denies the plaintiffs due process of law and equal protection of the law in violation of the Illinois Constitution and represents a seizure of the property and services of plaintiffs for which there is no legislative authorization in further violation of the Illinois Constitution.
- D. Declare that there is no authority for such a course of conduct by the defendants under Article IV, section 1 and Article VIII, section 2 of the Illinois Constitution, when the General Assembly has repeatedly made appropriations for these contract and the defendants have accepted the all or nearly all of the benefit of such contracts.
- E. Grant preliminary and permanent injunctive relief barring the defendants from continuing this course of conduct for the remainder of the fiscal year and causing irreparable harm, and requiring the defendants including the defendant Comptroller to redress by full payment of the contracts the constitutional violations set forth above
- F. Specifically, grant preliminary injunctive relief to require defendants and the defendant Comptroller to preserve the status quo and keep the current network of

social services in place by immediately paying plaintiffs for the most seriously overdue bills, including bills more than 90 days overdue; and

G. Grant plaintiffs such other legal relief as may be appropriate.

Count II
(Impairment of Contract in Violation of Constitutional Due Process)

109. By the acts set forth above, defendants have also impaired the obligation of contracts, in violation of Article I, section 16 of the Illinois Constitution.

110. Necessarily, by any such impairment, defendants have also violated the rights of the plaintiffs to due process of law, as set out in Article I, section 2 of the Illinois Constitution.

111. Article I, section 2, or the due process clause, includes the right to be free of the kind of impairment described in Article I, section 16.

112. In addition, Article I, section 2, or the due process clause, is applicable to impairment not just by the General Assembly but by the Governor or any other State actor.

113. As set forth above, the General Assembly did appropriate the funds for these contracts before plaintiffs entered the contracts.

114. As set forth above, the defendant Governor vetoed the amounts appropriated for the contracts.

115. After such veto, the defendant Governor and other defendants approved and entered these same contracts, without payment to plaintiffs—and leaving them to their legal remedies.

116. Thereafter on June 10, 2016, the Governor again vetoed the amounts appropriated to pay for such contracts after the defendants had received all or nearly all of the benefits of such contracts.

117. The Governor's vetoes of June 25, 2015 and June 10, 2016 - the latter coming after performance of the contracts - removed and impaired the security of payment intended for these specific contracts by the General Assembly.

118. As set forth above, plaintiffs have no legal remedy for non-payment of these contracts except in the Court of Claims of the State of Illinois.

119. The Court of Claims has a policy of not paying claims on contracts except out of appropriations enacted by the General Assembly and approved tacitly or expressly by the Governor.

120. Because of the Governor's veto of June 25, 2015 before the performance of the contracts and the renewed veto of June 10, 2016 after the performance of the contracts, there will be no appropriation out of which the Court of Claims can grant a legal remedy to plaintiffs.

121. By such vetoes, the defendant Governor has unlawfully impaired the obligation of contracts, in violation of Article I, section 2 of the Illinois Constitution.

122. The Governor may not veto the appropriations for specific contracts—and impair the obligation or remedial legal scheme for such contracts—which he and other defendants intended to enter and hold in full force and effect

123. Nor may the Governor veto the appropriations for such specific contracts - and impair the obligation or remedial legal scheme for such contracts - after he and other defendants have continued and received all or nearly all of the benefits of such contracts, without performance of their own obligations..

124. As a result of acts, and as set forth in Count I, plaintiffs will suffer irreparable injury.

125. The violation of plaintiffs' constitutional rights is also irreparable injury in itself.

126. This Court has broad equitable authority to redress the harm resulting from a violation of the Illinois Constitution, including Article I, section 2.

127. To prevent such irreparable injury as described in Count I and to nullify the effect of this unlawful impairment, plaintiffs are entitled to a preliminary and permanent injunction requiring defendants to pay all bills currently due them.

128. Such preliminary and permanent injunctive relief is necessary to ensure that plaintiffs are not denied timely payment by the Comptroller and to ensure that plaintiffs are not left with an impaired or futile legal remedy in the Court of Claims.

129. To effectuate such relief, plaintiffs also seek a declaration that the Governor's veto of June 25, 2015 and June 10, 2016 was necessarily unconstitutional with respect to their own specific appropriations.

130. Accordingly, in the absence of a valid constitutional veto for these specific appropriations, and because the appropriations passed by the General Assembly would come into effect after 60 days in the absence of such a valid veto, there exists a lawful appropriation out of which plaintiffs' contracts are eligible for immediate payment by the Comptroller.

131. Furthermore, even without a formal appropriation by the General Assembly, this Court may order payment by defendants when necessary to give relief for a violation of the Illinois Constitution.

WHEREFORE plaintiffs pray this Court to:

- A. Declare that by vetoing the appropriations for plaintiffs' contracts while continuing to enforce them without payment on the basis of such veto, the defendant Governor violated the rights of plaintiffs to be free of any impairment

of the obligation of contracts, in violation of Article I section 16 and Article I, section 2 of the Illinois Constitution;

- B. Declare that the veto of June 25, 2015 and June 10, 2016 were invalid and unconstitutional with respect to appropriations for plaintiffs' contracts and that in the absence of such a valid veto, the specific appropriations passed by the General Assembly in 2015 and 2016 for these particular contracts are now in lawful effect;
- C. Issue preliminary and permanent injunctive relief to require defendants and the defendant Comptroller to pay all outstanding bills, so that plaintiffs are not denied timely payment by the Comptroller or left with an unlawfully impaired legal remedy in the Court of Claims;
- D. Grant plaintiffs their legal fees under Section 5 of the Illinois Civil Rights Act, 740 ILCS § 23/5; and
- E. Grant such other injunctive and other relief as may be appropriate.

Dated: June 17, 2016

By: /s/Thomas H. Geoghegan
One of Plaintiffs' Attorneys

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