

Arthur C. Johnson, OSB #53051
E-mail: ajohnson@jclc.com
Derek C. Johnson, OSB #88234
Email: djohnson@jclc.com
JOHNSON, CLIFTON, LARSON & CORSON, P.C.
975 Oak Street, Suite 1050
Eugene, Oregon 97401-3176
Telephone: (541) 484-2434
Facsimile: (541) 484-0882

Maria F. Ramiu (CA 14697)
E-mail: mramiu@youthlawcenter.com
Alice Bussiere (CA 114680)
(Pro Hac Vice pending)
YOUTH LAW CENTER
417 Montgomery Street, Suite 900
San Francisco, CA 94104
Telephone: (415) 543-3379
Facsimile: (415) 956-9022

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

ASW, Individually and as
Guardian ad litem for MSW and
OSW, minors; SSW;
(continued...)

Plaintiffs,

v.

BOBBY S. MINK, in his official
capacity as Director, Oregon
Department of Human Services;
(continued...)

Defendants.

CV. 03-

[CLASS ACTION]

COMPLAINT
(DECLARATORY AND
INJUNCTIVE RELIEF)

JURY TRIAL DEMANDED

ALC, Individually and as
Guardian ad litem for SRC and
JSC, minors; JKC;
JSS, Individually and as
Guardian ad litem for BKS, a
minor; SDS;
NBW, Individually and as
Guardian ad litem for MAW,
MRW, and DLW, minors; and CEW.

CV. 03-

[CLASS ACTION]

Plaintiffs,

v.

RAMONA FOLEY, in her official
capacity as Assistant Director
of Oregon Department of Human
Services;
WILLIAM FINK, in his official
capacity as Assistant Director
of Oregon Department of Human
Services; and
STATE OF OREGON by and through
its DEPARTMENT OF HUMAN
SERVICES,

COMPLAINT
(DECLARATORY AND
INJUNCTIVE RELIEF)

JURY TRIAL DEMANDED

(CAPTION CONTINUED)

Defendants.

Plaintiffs allege as follows:

INTRODUCTION

This class action lawsuit challenges the Oregon Department of Human Services (DHS) actions to unilaterally reduce and terminate Adoption Assistance Program (AAP) payments for children with special needs and deny recipients the right to an administrative fair hearing to contest Defendants' actions. AAP is a state and federally funded program designed to encourage the adoption of

abused and neglected children in foster care by removing the financial disincentive to adoption and providing adoptive families with financial supports to meet these children's needs. In the absence of this program, many families could not adopt foster children and continue to provide them with the support and services they need.

The Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272), as amended by the Adoption and Safe Families Act of 1997, (P.L. 105-89), was designed to achieve safety and permanency for abused and neglected children through a series of mandated programs and services and the provision of federal matching funds. Congress was specifically concerned with addressing the plight of hundreds of thousands of children who languished in foster care for years without any plan for permanency. All states receive funding pursuant to these Acts and are required to, among other things, provide services to prevent the removal of children from their birth families, make reasonable efforts to reunify children with their birth families when removal is necessary, and move children into permanent homes when the birth families cannot be safely reunified.

AAP is a mandated program to help foster children achieve permanency through adoption. The Title IV-E Adoption Assistance Program provides funds to States to assist in providing ongoing financial and medical assistance for adopted children with special

needs. The goal of this program is to facilitate the placement of hard to place children in permanent adoptive homes and thus prevent long, inappropriate stays in foster care.

AAP is a unique public benefit program in its purpose and design. Congress established AAP to encourage the adoption of children with special needs who would otherwise end up in long-term foster care without permanent families. Unlike other public benefits programs, AAP is designed to encourage an action that will be a lifelong social benefit to these children rather than to meet short-term monetary needs during a crisis.

Federal law requires states to enter into assistance agreements with parents who adopt eligible children with special needs. The payment amount is to be negotiated with the adoptive parents based on the needs of the child and the circumstances of the family, but the payment cannot exceed the amount the child would have received in a foster family home. Once an adoption agreement is made, federal law requires parental concurrence for any changes, unless the child or family no longer meet basic eligibility criteria or the payment exceeds the amount which would have been paid for the child in foster care.

AAP differs from other public benefit programs in several distinctive ways: (1) payments are made pursuant to contracts between the agency and the adoptive family; (2) contracts are

entered into for the period of the child's minority; (3) adoptive families are not means tested; (4) the amount of the payment is negotiated based on individual need and circumstance rather than determined by a standardized rate schedule or a predetermined level of need; and (5) changes in the level of assistance require the agreement of the adoptive family unless the family no longer meets the basic program eligibility requirements.

Defendants' policies, procedures, acts and omissions to unilaterally reduce benefits, unilaterally terminate benefits for failing to agree to the reduction, and deny adoptive parents the right to an administrative fair hearing violate federal and state law.

The named Plaintiffs are adopted children and their adoptive parents who have adoption assistance agreements with the Defendants and have been subjected to Defendants' unlawful actions and have been harmed by the acts and omissions of Defendants.

JURISDICTION AND VENUE

This court has jurisdiction over this action pursuant to 28 U.S.C. § 1331, which provides for original jurisdiction over all civil suits arising under the laws of the United States. Jurisdiction is also authorized by 28 U.S.C. § 1343, which provides for original jurisdiction of this Court in all suits authorized by 42 U.S.C. § 1983, to redress the deprivation under color of state

law of any rights, privileges and immunities guaranteed by the Constitution of the United States and by Acts of Congress. Jurisdiction over Plaintiffs' supplemental claims under state law is authorized under 28 U.S.C. §1367.

Plaintiffs' action for declaratory and injunctive relief and other appropriate relief is authorized by 28 U.S.C. §§ 2201 and 2202, and Fed. R. Civ. P. 57 and 65.

Venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

PARTIES

(PLAINTIFFS)

Plaintiff ASW and his wife, Plaintiff SSW (together, the SWS), are adoptive parents who have entered into AAP agreements with Defendant DHS for their 4-year-old daughter, Plaintiff MSW, and 2-year-old son, Plaintiff OSW. Plaintiffs MSW and OSW sue through their parent and Guardian ad Litem, ASW. The SWS reside with MSW and OSW in Lane County, Oregon.

Plaintiff ALC and his wife, Plaintiff JKC (together, the ACs), are adoptive parents who have entered into AAP agreements with Defendant DHS for their 13-year-old son, Plaintiff SRC, and 10-year-old son, Plaintiff JSC. Plaintiffs SRC and JSC sue through their parent and Guardian ad Litem ALC. The ACs reside with SRC and JSC in Yamhill County, Oregon.

Plaintiff JSS and his wife, Plaintiff SDS (together the JSSs), are adoptive parents who have entered into an Adoption Assistance agreement with Defendant DHS for their son, BKS. Plaintiff BKS sues through his parent and Guardian ad Litem JSS. The JSSs reside with BKS in Lane County, Oregon.

Plaintiff NBW and her husband, Plaintiff CEW (together the NWS), are adoptive parents who have entered into Adoption Assistance agreements with Defendant DHS for their 10 year old daughter, Plaintiff MAW, 10 year old son, Plaintiff DLW, and 12 year old son, Plaintiff MRW. Plaintiffs MAW, DLW, and MRW sue through their parent and Guardian ad Litem NBW. The NWS reside in Multnomah County, Oregon.

(DEFENDANTS)

Defendant Bobby S. Mink (MINK) is the Director of the Oregon Department of Human Services (DHS). DHS is the single state agency responsible under federal law for the administration of the Adoption Assistance Program in Oregon. Defendant MINK's duties include supervision and control of the Adoption Assistance Program to secure full compliance with the governing laws. Defendant MINK is sued in his official capacity.

Defendant Ramona Foley (FOLEY) is the Assistant Director of DHS in charge of the Children and Family Services group that directly administers the Adoption Assistance Program. Defendant

FOLEY's duties include supervision and control of the administration of the Adoption Assistance Program. Defendant FOLEY notified Plaintiffs of DHS' action to unilaterally reduce or terminate AAP payments for State budgetary reasons. Defendant FOLEY is sued in her official capacity.

Defendant William Fink (FINK) is the Assistant Director of DHS in charge of the Community Human Services group. Defendant FINK's duties include supervision and control of DHS's field operations including the Direct Pay Unit, which processes AAP payments to adoptive families. Defendant FINK notified Plaintiffs of DHS's action to unilaterally reduce or terminate AAP payments for State budgetary reasons. Defendant FINK is sued in his official capacity.

Defendant State of Oregon by and through the Oregon Department of Human Services (DHS) is responsible for the delivery and administration of public programs and services relating to children and families in Oregon, including but not limited to foster care and adoption services. O.R.S §409.010 (2001). DHS is responsible for establishing and administering the Adoption Assistance Program, including adopting regulations necessary to carry out the program. DHS is the single state agency responsible under federal law for the administration of the Adoption Assistance Program in Oregon.

CLASS ACTION

This action is maintainable as a class action pursuant to Fed.

R. Civ. P. 23(a) and 23(b)(2).

Plaintiffs seek to represent a class of adoptive parents who have entered into Adoption Assistance agreements with Defendant DHS and have been subjected to the Defendants unlawful acts to unilaterally reduce or terminate AAP payments for State budgetary reasons. Plaintiffs estimate that Oregon makes AAP payments to more than 7,000 children. The requirements of Fed. R. Civ. P. 23 are met in that the class is so numerous that joinder of all members is impracticable. There are questions of law and fact common to the class and the claims of the named Plaintiffs are typical of the claims of the class they represent. Plaintiffs challenge Defendants actions to unilaterally reduce or terminate AAP payments on the grounds that their actions deprive Plaintiffs of the benefits to which they are entitled under federal and state law and deny Plaintiffs due process of law.

Plaintiffs will fairly and adequately protect the interests of the class they represent. Plaintiffs know of no conflict of interest among the class members.

Plaintiffs are represented by experienced counsel who will adequately represent the interests of the class.

Defendants have acted and continue to do so on grounds generally applicable to the class that Plaintiffs represent, thereby rendering appropriate injunctive and declaratory relief for the

class as a whole.

STATUTORY SCHEME

The child welfare services program is a joint federal-state program, governed by Titles IV-B and IV-E of the Social Security Act. 42 U.S.C. §§ 621 *et seq.* and 671 *et seq.* While state participation in these programs is not mandatory, states that choose to participate must comply with federal requirements. The federal government provides substantial funding to the states to provide child welfare services. In order to receive these funds, the states must operate their child welfare services programs in compliance with enumerated federal requirements under a detailed state plan.

Federal law requires states to enter into adoption assistance agreements with parents who adopt children with special needs. The rate of assistance may not exceed the amount the child would have received in a foster family home and is to be negotiated with the adoptive parents based on the needs of the child and the circumstances of the family. Once an adoption assistance agreement is signed and in effect, it cannot be changed or terminated without the agreement of the parents unless: (1) the child reaches the age of majority and is no longer eligible for assistance; (2) the agreed assistance amount exceeds the family foster care rate the child would have received in foster care; or (3) the adoptive parents are no longer legally responsible for the support of the child or are

no longer providing any support to the child. 42 U.S.C. §673(a)3, 4.

Federal law also requires that adoption assistance agreements specify the duration of the agreement, the nature and amount of any payment, services and assistance to be provided under such agreement, and specify that the agreement shall remain in effect regardless of the State of which the adoptive parents are residents at any given time. 42 U.S.C. § 673; 45 C.F.R. §1356.40.

DHS receives federal financial participation for AAP. As a condition of federal funding, DHS must administer the AAP in a manner consistent with the requirements of Title IV-E and the regulations and policies promulgated by the United States Department of Health and Human Services.

Oregon's Adoption Assistance Program provides payments for eligible children with special needs to parents who adopt these children. O.R.S. §418.330 (2001) *et seq.*; O.A.R. 413-130-0000 *et seq.* (2002). Oregon's AAP regulations provide that children who meet the special needs criteria but are ineligible for federal Title IV-E funds are eligible for state only funded assistance. Plaintiffs estimate that DHS makes AAP payments to more than 7,000 children, 70% of whom are Title IV-E eligible.

Oregon's statutory and regulatory provisions governing AAP, with the exception of the DHS regulation governing the determination of Title IV-E eligibility (O.A.R. 413-130-0040), do not make a

distinction between Title IV-E eligible children from state only funded children.

Oregon's AAP regulations require that prior to the issuance of AAP payments, adoptive parents must enter into written assistance agreements with DHS that specify several terms including the amount of assistance, the duration of the agreement, and the adoptive parents' right to an administrative fair hearing. O.A.R. 413-130-0110(4).

Defendant DHS has issued an emergency regulation, effective February 1, 2003, to provide a procedure to implement reductions of Adoption Assistance in the event that legislative or executive branch actions impacting DHS's budget or expenditure authority make it necessary for DHS to implement budgetary reductions. O.A.R. 413-130-0125.

STATEMENT OF FACTS

The plaintiffs have entered into Adoption Assistance Program (AAP) agreements for their adoptive children with special needs with the defendant DHS, or its predecessors.

On or about December 19, 2002, Defendant DHS sent a form letter to all families receiving Adoption Assistance from the State of Oregon informing them that due to State budgetary reasons a 7.5% reduction would be made to the contracted amount in their assistance agreements effective February 1, 2003. The letter informed adoptive

parents that since their assistance agreements did not allow the State to unilaterally reduce the payments for budgetary reasons, DHS would require adoptive families to agree to the reduction within 10 days of receipt of the letter or have their agreements terminated effective at the end of January 2003. The letter included a proposed change to the Oregon Administrative Rules to establish a process by which DHS would implement budget reductions in AAP. (The effective date of the proposed rule is February 1, 2003.) DHS also informed the adoptive families that they would not be afforded a fair hearing to contest the reductions.

DHS makes AAP payments to more than 7,000 children. Thus, DHS mailed the form letter to several thousand adoptive parents.

On or about December 26, 2002, Plaintiffs SWs received the form letter from DHS informing them of DHS's budgetary reductions of AAP payments. On January 3, 2003, the SWs mailed a letter to DHS informing the agency that they would not agree to the 7.5% reduction.

Plaintiff MSW is a four-year-old child. She was placed with the SWs as a foster child at age 16 months. She exhibited significant attachment issues, having been physically abused and neglected as an infant, removed from her birth parents and shuttled among five families in her first 16 months of life. Her brother, Plaintiff OSW, now two years old, was removed from the home of their

birth mother and placed into foster care soon after his birth. OSW was subsequently placed with the SWs. The State paid a combined total of \$783 per month to the SWs in foster care maintenance for the care of these two children.

When the opportunity to adopt MSW and OSW arose, the SWs welcomed it and agreed to adopt. They were told of the existence of AAP and given an AAP application to complete. The SWs completed the application requesting AAP payments in the amount of \$500 (\$250 for each child) to help them meet the children's needs for daily care and supervision as well as the costs of psychological counseling. The SWs signed an adoption assistance agreement for each child. Once the adoptions were finalized, the SWs started to receive AAP payments at the agreed upon rate.

The AAP agreement for MSW is titled "Adoption Assistance Agreement for Title IV-E Eligible Children". OSW's agreement is simply titled "Adoption Assistance Agreement." Each agreement provides that it is effective from 6-1-01 through the date of each child's eighteenth birthday. Both agreements provide that it will terminate automatically when the child turns 18 years old; that it may be modified, amended, rescinded or cancelled at any time by mutual agreement of the parties; that DHS may terminate the agreement after written notice if the adoptive parents are no longer responsible for the child or are no longer providing for the child's

support or in event of legal or legislative action requiring discontinuance of Adoption Assistance; and that parents may have the right to contest any decision to change, reduce or terminate Adoption Assistance in accordance with Administrative rules.

In December 2002, the ACs received the form letter from DHS informing them of DHS's budgetary reductions of AAP payments. In January 2003, the ACs mailed a letter to DHS informing the agency that they wanted to continue to receive AAP payments, but that any reduction to their AAP payments would be received under protest.

Plaintiff SRC, now 13 years of age, was placed with the ACs as a foster child in 1994 at age 4. SRC had several special needs that necessitated specialized care. The ACs received an \$890 monthly foster care maintenance payment for SRC to cover his combined basic and specialized care. When the ACs decided to adopt SRC in 1997, they were told by the caseworker that they would not receive AAP payments at the foster care rate and that it was unlikely that they would receive an AAP rate in excess of \$500. The ACs applied for and received a \$495 AAP monthly assistance rate for SRC.

Plaintiff JSC, now 10 years of age, was placed with the ACs as a foster child in 1996 at age 4. As a result of abuse and neglect suffered prior to being placed into foster care, JSC had developmental delays and other disabling conditions that

necessitated specialized care. The ACs received approximately an \$890 monthly foster care maintenance payment for JSC to meet his combined basic and specialized care needs. Almost 4 years after JSC arrived in their home, the ACs adopted JSC. The ACs began receiving a \$627 AAP monthly assistance payment for JSC in April 2000.

The AAP agreements for SRC and JSC are titled "Adoption Assistance Agreement for Title IV-E Eligible Children". Each agreement provides that it is effective from the specified effective date through the date of each child's eighteenth birthday. Each agreement provides that it will terminate automatically when the child turns 18 years old; that it may be modified, amended, rescinded or cancelled at any time by mutual agreement of the parties; that DHS may terminate the agreement after written notice if the adoptive parents are no longer responsible for the child or are no longer providing for the child's support or in event of legal or legislative action requiring discontinuance of Adoption Assistance; and that parents have the right to contest any decision to change, reduce or terminate Adoption Assistance in accordance with Administrative rules.

In December 2002, the JSS received the form letter from DHS informing them of DHS's budgetary reductions of AAP payments. In January 2003, the JSS returned the form provided by DHS indicating that they wanted to continue to receive AAP payments.

Plaintiff BKS had several special needs that necessitated specialized care when he was placed with the JSSs as a foster child in 1997. The JSSs received a foster care maintenance payment of approximately \$1,200 per month to cover BKS's combined basic and specialized care. The JSSs adopted BKS in 2000 and their AAP contract provides for \$900 in monthly assistance payments.

The AAP agreement for BKS provides that it is effective from the specified effective date through the date of BKS's eighteenth birthday. The agreement also provides that it will terminate automatically when the child turns 18 years old; that it may be modified, amended, rescinded or cancelled at any time by mutual agreement of the parties; that DHS may terminate the agreement after written notice if the adoptive parents are no longer responsible for the child or are no longer providing for the child's support or in event of legal or legislative action requiring discontinuance of Adoption Assistance; and that parents have the right to contest any decision to change, reduce or terminate Adoption Assistance in accordance with Administrative rules.

On Christmas Eve 2002, the NWS received the form letter from DHS informing them of DHS's budgetary reductions of AAP payments. In January of 2003, the Webbs mailed the completed return form included by DHS in the December letter indicating that the Webbs wanted to continue to receive AAP payments, but that any reduction

to their AAP payments would be received under protest.

Plaintiff DLW, now 12 years of age, was placed with the Webbs as a foster child soon after his birth. As a result of prenatal exposure to drugs and alcohol, DLW suffered from developmental delays and other disabling conditions that necessitated specialized foster care. The NWS received approximately a \$1,000 monthly foster care maintenance payment for DLW to meet his combined basic and specialized care needs. When the NWS adopted DLW, they initially received only a \$200 monthly AAP payment. The Webbs have negotiated increases in DLW's monthly AAP payment over the years due to changes in DLW's needs and the family's circumstances to \$750 per month.

Plaintiff MRW, now 10 years of age, was placed with the NWS as a foster child soon after his birth. MRW was neglected by his birth mother who suffered from mental illness. The NWS received a \$1,000 monthly foster care maintenance payment for MRW to cover his combined basic and specialized care. When the NWS adopted MRW, they initially received only a \$200 monthly AAP payment. The Webbs have negotiated increases in MRW's monthly AAP payment over the years due to changes in MRW's needs and the family's circumstances and now receive AAP payments in the amount of \$750 per month.

Plaintiff MAW, now 10 years of age, was placed with the NWS as a foster child in 1993. MAW had been shuttled through more than a

dozen foster homes before being placed at age 9 months with the NWS. When the NWS adopted MAW, they initially received a monthly AAP payment for \$200. The AAP payment for MAW has been increased over the years since her adoption to \$400.

The AAP agreements for MAW, MRW and DLW are titled "Adoption Assistance Agreement for Title IV-E Eligible Children". Each agreement provides that it is effective from the specified effective date through the date of each child's eighteenth birthday. Each agreement provides that it will terminate automatically when the child turns 18 years old; that it may be modified, amended, rescinded or cancelled at any time by mutual agreement of the parties; that DHS may terminate the agreement after written notice if the adoptive parents are no longer responsible for the child or are no longer providing for the child's support or in event of legal or legislative action requiring discontinuance of Adoption Assistance; and that parents have the right to contest any decision to change, reduce or terminate Adoption Assistance in accordance with Administrative rules.

This class action lawsuit challenges DHS's unlawful actions to deprive adoptive parents who have entered into assistance agreements on behalf of their adopted special needs children of benefits to which they are entitled under federal and state law. Defendants' actions to unilaterally reduce and terminate AAP payments violate

the requirements of the federally funded Adoption Assistance Program, 42 U.S.C. § 673, and the regulations promulgated thereunder, deny Plaintiffs due process of law under the United States Constitution and deprive Plaintiffs of benefits to which they are entitled under state law.

REQUISITES FOR RELIEF

By reason of the factual allegations set forth above, an actual controversy has arisen and now exists between Plaintiffs and Defendants. Plaintiffs contend that their rights under the Constitution and laws of the United States and the State of Oregon are being violated, while Defendants are charged with enforcing and complying with those legal requirements. A declaration from this Court that Plaintiffs' rights have been violated is therefore necessary and appropriate.

Defendants' failure to comply with the requirements of federal and state law will result in irreparable harm to Plaintiffs. Plaintiffs have no plain, adequate, or complete remedy at law to address the wrongs described herein. Plaintiffs therefore seek injunctive relief restraining Defendants from engaging in the unlawful and unconstitutional acts and policies described herein.

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CLAIMS

FIRST CAUSE OF ACTION

**Adoption Assistance and Child Welfare Act of 1980
42 U.S.C. §§ 671 and 673; 45 C.F.R. §1356.40**

Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

Defendants, while acting under color of law, have developed and maintained customs, policies, and practices that deprive Plaintiffs of statutory rights, in violation of 42 U.S.C. § 1983, by unilaterally reducing and terminating adoption assistance payments in violation of 42 U.S.C. §673 and 45 C.F.R. §1356.40.

Defendants, while acting under color of law, have developed and maintained customs, policies, and practices that deprive Plaintiffs of statutory rights, in violation of 42 U.S.C. § 1983, by unilaterally reducing and terminating adoption assistance payments and failing to provide Plaintiffs with an administrative fair hearing to contest Defendants' action in violation of 42 U.S.C. §671.

SECOND CAUSE OF ACTION

**Violation of Procedural Due Process under the
14th Amendment to the United States Constitution**

Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

Defendants, while acting under color of law, have developed

and maintained customs, policies, and practices that deprive Plaintiffs of constitutional rights in violation of 42 U.S.C. § 1983, by unilaterally reducing and terminating adoption assistance payments without providing Plaintiffs the process to which they are entitled under the Due Process Clause of the United States Constitution.

THIRD CAUSE OF ACTION

Breach of Contract

Plaintiffs incorporate by reference the foregoing paragraphs of this Complaint as though fully set forth herein.

Defendants have breached their duties under the adoption assistance agreements with Plaintiffs by unilaterally reducing and terminating adoption assistance payments and failing to provide Plaintiffs with a contested hearing in violation of the express terms of the AAP agreements.

As a result of Defendants' action, Plaintiffs will suffer irreparable harm in that they will be denied the Adoption Assistance Program benefits to which they are entitled to meet the needs of their adopted children. Plaintiffs have no plain adequate remedy at law.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

1. Assert jurisdiction over this action;
2. Order that Plaintiffs may maintain this action as a class action pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure;
3. Enter preliminary and permanent injunctions prohibiting Defendants, their successors-in-office, agents, employees, and all other persons acting in concert therewith from unilaterally reducing or terminating AAP payments based on any reason other than: the child's ineligibility because of age; evidence that the parents are no longer legally responsible for providing support to the child, or are no longer providing such support; or the amount of the payment exceeds that amount that would have been paid for the child in a foster family home;
4. Declare unconstitutional and unlawful Defendants' notice of unilateral 7.5% reduction of AAP payments;
5. Declare unconstitutional and unlawful Defendants' unilateral 7.5% reduction of APP benefits;
6. Declare unconstitutional and unlawful Defendants' termination of AAP benefits to adoptive parents who refused to agree to the 7.5% reduction in AAP benefits;
7. Require Defendants to restore to Plaintiff class members

all AAP benefits lost as a result of Defendants' unconstitutional and unlawful acts;

8. Require Defendants to comply with the mandates of the Title IV-E Adoption Assistance Program and the Fourteenth Amendment to the United States Constitution;

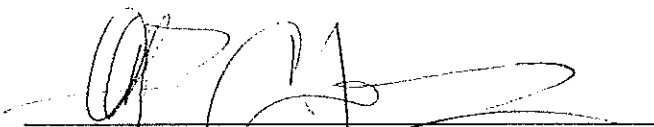
9. Permanently enjoin Defendants from subjecting members of the Plaintiff Class to practices that violate their rights;

10. Award to the Plaintiffs the reasonable costs and expenses incurred in the prosecution of this action, including but not limited to reasonable attorneys' fees and costs pursuant to 42 U.S.C. §§ 1988 and 1920; and

11. Award such other equitable and further relief as the Court deems just and proper.

DATED: February 14, 2003

JOHNSON, CLIFTON, LARSON & CORSON, P.C.



Arthur C. Johnson, OSB #53051
Derek C. Johnson, OSB #88234
(541) 484-2434
Of Attorneys for Plaintiffs