D-1-GN-18-005044
No._____

TEXAS AMERICAN FEDERATION OF TEACHERS and TEXAS STATE TEACHERS ASSOCIATION	§	IN THE DISTRICT COURT OF
Plaintiffs,	§	
v.	§	TRAVIS COUNTY, TEXAS
MIKE MORATH, COMMISSIONER OF EDUCATION, in his official capacity, and TEXAS EDUCATION AGENCY	§	
Defendants.	§	353RD _____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION FOR DECLARATORY JUDGMENT

TO THE HONORABLE COURT:

COME NOW plaintiffs, Texas American Federation of Teachers (Texas AFT) and Texas State Teachers Association (TSTA) and file this petition for declaratory judgment pursuant to the provisions of the Administrative Procedure Act, TEX. GOV'T CODE Section 2001.001 *et seq*. Texas AFT and TSTA seek a declaration that three of the Commissioner of Education's recent administrative rules pertaining to the operation of charter schools in public school districts are invalid and illegal.

In 2017, the Texas Legislature passed Senate Bill 1882. This legislation provides that if a school district enters into a contract with a charter school operator to take over the operations of a campus deemed low-performing under the state's accountability measures, the district may qualify to receive increased funding as well as relief from the academic accountability sanctions that would otherwise be imposed. *See* TEC §§ 11.174 and 42.2511. Given the significant benefits

available, the legislature intended that there be strings attached to the arrangement, including protections for the school district employees on the campus and regulation of the performance contract between the district and the charter operator. Contrary to legislative intent, however, the Commissioner's rules challenged in this lawsuit reduces the number and type of charter operators that must abide by the rules that were put in place to protect public school employees in SB 1882 charter schools and relaxes the requirements that the school district and charter operator need to satisfy before they can qualify for the benefits available under the law.

After SB 1882 was signed into law, the commissioner promulgated rules to implement the legislation in accordance with Subchapter B of Chapter 2001 of the Texas Government Code. *See* 19 TAC §§ 97.1075 and 97.1079. The rules went into effect on April 4, 2018. However, a little over one month later, the commissioner departed from his agency's own rules and announced a *de facto* rule that significantly limits the safeguards that the legislature put into place to protect teachers and other employees in the context of a SB 1882 charter.

On May 22, 2018, the commissioner issued a determination that the provisions in TEC Section 11.174(c), designed to ensure that a school district consult with the staff on the campus about the provisions in its contract with the charter operator and that existing employment contracts not be adversely affected, apply only to charters operated by open-enrollment charter schools, and not to any of other types of entities, such as non-profits, which are eligible to take over public school campuses under SB 1882. The commissioner's determination is a statement of general applicability – *i.e.*, an administrative rule -- that was promulgated by the commissioner without legal authority and without going through the required rule-making process. It directly conflicts with the administrative rules issued the agency on April 4, 2018, which provide that

Section 11.174(c) applies to all entities eligible for a SB 1882 campus charter, including non-profits. The commissioner's *de facto* rule also conflicts with the provisions of Section 11.174(c) itself and other provisions in the Education Code.

The other two charter school rules challenged here are part of the Texas Administrative Code. While the required process was used to promulgate these rules, they are invalid because they are contrary to provisions in the Texas Education Code. In 19 TAC Section 97.1075(d)(6), the commissioner mandated that a local school district and a charter operator have to agree to exempt the campus from all local policies except ones that are specifically identified in the performance contract. This "opt-in" provision for local policies is contrary to TEC Section 12.054(1), one of the provisions in Subchapter C of Chapter 12, the Education Code chapter that governs all campus charters, and illegally requires a school district to secure the commissioner's permission to impose its own local policies since the performance contract is subject to the commissioner's approval.

In 19 TAC Section 97.1075(e), the commissioner gave himself the authority to simply ignore any statutory or regulatory requirements relating to performance contracts between local school districts and charter operators. If the commissioner alone determines that the proposed SB 1882 contract to take over a public school "will improve student outcomes at the campus," he may grant the application and enable the district and the charter operator to receive the significant financial benefits available under SB 1882, notwithstanding their non-compliance with various legal provisions. In so doing, the commissioner overstepped his statutory authority.

I. DISCOVERY PLAN

1. Plaintiff intends for this suit to be conducted under Discovery Level 2, pursuant to TEX. R. CIV. P. 190.3.

II. JURISDICTION and VENUE

2. The subject matter in controversy is within the jurisdiction of the district court.

3. Venue is proper in Travis County, Texas under Tex. Gov't Code Section 2001.038. Additionally, venue is proper in this court because the defendant Morath is an executive officer of a state agency and Texas Education Agency is a state agency.

4. The amount in controversy exceeds the minimum jurisdictional limits of this Court. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, plaintiffs in good faith plead that at this juncture, they seek non-monetary relief available under the Texas Government Code.

III. PARTIES

5. Plaintiff Texas AFT is a statewide labor organization that represents employees of public school districts across Texas in matters related to their wages, hours, and terms and conditions of employment. Texas AFT has over 65,000 members in Texas and is affiliated with the American Federation of Teachers at the national level, as well as the AFL-CIO. As required of labor organizations representing public employees in Texas, Texas AFT does not claim the right to strike. Texas AFT has its principal place of business at 3000 S. IH-35, Suite 175, Austin, Texas, 78704-6536, in Travis County, Texas.

6. Plaintiff Texas State Teachers Association is (TSTA) is a state-wide, professional association whose members are employed by the public schools of this State, and is affiliated with the National Education Association. It exists to further the interests of public education by

strengthening, promoting, and protecting the rights and privileges of employees of public education. To carry out its mission, TSTA has some 400 local affiliates throughout the state which are made up of members in various school districts and counties across the state. Participation of individual members of TSTA is not required with respect to the claims asserted or the relief requested herein. The interests of TSTA members in public school districts of this state will be affected by the regulations that have been adopted by defendants. The address of TSTA's principal place of business is 8716 N. Mopac Expressway, Austin, Texas 78759 in Travis County, Texas.

7. Defendant Mike Morath, Commissioner of Education, is, pursuant to Tex. Educ. Code Section 7.055, the educational leader of the state and the executive officer of the Texas Education Agency. He is charged with the responsibility of carrying out the duties imposed on this office by the Texas Legislature, including the adoption of rules. He may be served with process at the Texas Education Agency's office in Travis County, Texas at 1701 North Congress, Austin, Texas 78701.

8. Defendant Texas Education Agency is the state agency created and charged with the responsibility of carrying out the education functions of the state, as delegated by the legislature. It may be served with process through the Commissioner of Education, 1701 North Congress, Austin, Texas 78701.

IV. ASSOCIATIONAL STANDING

9. Collectively, Texas AFT and TSTA have over 100,000 members. The combined membership of these two organizations easily exceeds the membership of any other organization representing public school employees in Texas. Texas AFT and TSTA are interested in enforcing and protecting the provisions of TEC Section 11.174(c) because its members work as teachers and

public school employees throughout the state, including in school districts which choose to enter into SB 1882 charter arrangements. The Commissioner's invalid imposition of a *de facto* rule limiting the requirements of Section 11.174(c) only to open-enrollment charter schools, as well as his invalid intrusion upon the prerogatives of local school districts to apply their own policies to SB 1882 charter contracts, and the overstepping of his legal authority to ignore the duly promulgated requirements of performance contracts between a school district and a charter operator, through the application, or threatened application, of 19 TAC Sections 97.1075(d)(6) and (e), interferes with or impairs, or threatens to interfere with or impair, the legal rights and privileges of Texas AFT and TSTA members. Its members are vitally interested in ensuring that their existing contract rights are not adversely affected by a SB 1882 charter contract, that they have a voice in the provisions to be included in the performance contract, that they receive the benefits and protections of local district policies and that the district and the charter operator satisfy the requirements spelled out in law and regulations that govern their relationship. Thousands of their members are aggrieved by the actions of the defendants and Texas AFT and TSTA bring this action on their behalf.

10. These organizations both have as one of their central purposes the protection of employment rights and benefits of their members. This action is germane to that purpose.

11. Texas AFT and TSTA members who are aggrieved by the actions of the defendants have standing to file this action on their own behalf.

12. Neither the claims asserted herein nor the relief requested requires the filing of individual petitions or the participation of individual members as parties in this action.

V. FACTS

Texas Education Code provisions.

13. Under the Texas Education Code, the State of Texas provides annual academic accountability ratings to its public school districts, charters and schools. When a school district or individual campus demonstrates problems achieving the required performance results, the Education Code provides the commissioner of education with the authority to order various levels of interventions and sanctions.

14. If a district or campus is rated "Improvement Required" due to low performance on one or more of the indices of performance, the commissioner intervenes. If a campus has an unacceptable performance rating for three consecutive school years after the campus is ordered to submit a campus turnaround plan, the commissioner "shall order: 1) appointment of a board of managers to govern the school district as provided by Section 39A.202; or 2) closure of the campus." TEC § 39A.111.

15. In 2017, Senate Bill 1882 was signed into law. The legislation creates a mechanism by which school districts with such campuses, by entering into a charter contract with an eligible entity, could potentially secure a reprieve from sanction options described in Paragraph 14, as well as obtain increased per-student funding from the state. To accomplish the objectives of the legislation, the legislature added two sections to the Texas Education Code, Sections 11.174 and 42.2511.

16. School districts have had the authority to have campus charters within their school districts since 1995. *See* TEC §§ 12.051 – 12.065. The campus charter provisions in Subchapter C of Chapter 12 of the Education Code provide the legal backdrop for SB 1882 charters because,

among other things, a district wishing to enter into this kind of arrangement must first grant the entity a charter under Subchapter C, Chapter 12. TEC § 11.174(a) and 19 TAC § 97.1075(d). Thus, all SB 1882 must operate under a Subchapter C campus charter.

17. Significantly, TEC Section 12.0522(d) in Subchapter C states: "Subchapter D [creating and governing open-enrollment charter schools] applies to a campus granted a district charter under this section as though the campus were granted a charter under Subchapter D, **and the campus is considered an open-enrollment charter school.**" (emphasis added).

18. TEC Section 11.174(a) specifies the entities which are eligible for a SB 1882 charter contract, including an existing Texas open-enrollment charter school or any of the other types of entities listed in TEC Section 12.101(a): an institute of higher learning, a non-profit organization, or a governmental entity. *See* TEC §§ 11.174(a) and 12.101(a)(1)-(4). After the district grants a campus charter to the eligible entity, and the district and the entity enter into a performance contract regarding the operation of the campus, the district submits the performance contract to TEA for the commissioner's determination about whether the proposed partnership qualifies for the SB 1882 benefits.

19. The legislature placed a number of specific conditions upon school districts and eligible entities attempting to qualify for benefits under SB 1882. Two provisions in Section 11.174(c) address employees' interests directly. One of the provisions states that "[b]efore entering into a contract [with the charter operator] as provided by this section, a school district must consult with campus personnel regarding the provisions to be included in the contract between the school district and the open-enrollment charter school." Subsection (c) also provides that "[a]ll rights and protections afforded by current employment contracts or agreements may not

be affected by the contract entered into between a school district and an open-enrollment charter school under this section."

Commissioner of Education rules.

20. The commissioner's rules regulations state that its provisions governing performance contracts apply to open-enrollment charter schools and other entities eligible to serve as a charter partner pursuant to TEC Section 12.101(a), including non-profit organizations, institutes of higher learning, or governmental entities. TEA includes all those types of entities in its definition of "operating partner," an umbrella term that is used throughout the rules:

(b) Definitions. For purposes of this division, the following words and terms have the following meaning, unless the context clearly indicates otherwise.

(1) Operating partner- Either a state-authorized open-enrollment charter school **or an eligible entity as defined by TEC, Section 12.101(a)....**

19 TAC § 97.1075(b)(1)(emphasis added).

21. The commissioner's rules state that in order for a school district to receive the sanctions relief and financial benefits of SB 1882, the performance contract with the "operating partner" must include an assurance that the district has consulted with campus personnel regarding the provisions included in the contract and an assurance that the rights and protections afforded by current employment contracts not be affected by the performance contract.

(d) Performance contract. To contract to partner to operate under TEC, Section 11.174, the independent school district's board of trustees must grant the **operating partner** a campus charter under TEC, Chapter 12, Subchapter C. The charter must include performance expectations memorialized in a performance contract, as required by TEC, Section 12.0531. This performance contract must include, at a minimum, the following provisions:

(10) an assurance that the district has consulted with campus personnel regarding the provisions included in the performance contract and that the rights and protections afforded by current employment contracts or agreements shall not be affected by this contract as required by TEC, Section 11.174(c); ...

19 TAC § 97.1075(d)(10) (emphasis added). Thus, the rules apply the Section 11.174(c) requirements to all types of operating partners, not just open-enrollment charter schools.

22. These requirements are reiterated in the official guidance that the agency has published regarding SB 1882 implementation on its website: https://tea.texas.gov/Texas_Schools/District_Initiatives/SB_1882_Implementation. *See* TEA's SB 1882 Implementation Guide, attached and incorporated as Ex. A. As part of this guidance, TEA has published a model contract between a school district and a non-profit entity to use as a template. The non-profit contract template includes the two assurances regarding employees that are laid out in TEC Section 11.174(c). *See* TEA's Model Non-Profit Contract, attached and incorporated as Ex. B.

Commissioner's de facto rule on non-profits and other eligible entities.

23. On May 22, 2018, in a determination regarding the proposed charter partnership between San Antonio Independent School District and a non-profit charter operator, Democracy Prep Inc., the commissioner abandoned his own rules regarding the applicability of TEC Section 11.174(c) requirements to non-profits, institutions of higher education, and governmental entities. *See* TEA Ruling, attached and incorporated as Ex. C. Instead, the commissioner determined that the Section 11.174(c) requirements apply only to open-enrollment charter schools. The performance contract between San Antonio Independent School District and Democracy Prep that was submitted for approval did not contain an assurance that the district had consulted with campus personnel about the provisions in the contract, as required by Section 11.174(c) and 19 TAC Section 97.1075(d)(10). According to the Commissioner, "[b]ecause this contract [the contract between the non-profit Democracy Prep and San Antonio ISD] is between a school

district and entity granted a charter under TEC Chapter 12, Subchapter C, "Campus or Campus Program Charter," and not with an entity granted under TEC Chapter 12, Subchapter D "Open Enrollment Charter Schools," **the requirements in TEC Section 11.174(c) and 19 TAC Section 97.1075(d) do not apply to this application.**" *Id.* (emphasis added). In other words, according to the commissioner, the provisions in the statute and rules designed to protect the rights of teachers on the affected campus only apply to open-enrollment charter schools that may apply to run a campus under SB 1882, and not to other eligible entities.

24. While made in the context of a request for approval for a specific contract, the commissioner's determination and interpretation of TEC Section 11.174(c) and 19 TAC Section 97.1075(d) is a statement of general applicability that implements, interprets, or prescribes law or policy; constitutes an amendment or repeal of the provisions in 19 TAC Section 97.1075; and affects the private rights of employees of public schools.

The rule regarding local school district policies: 19 TAC Section 97.1075(d)(6).

25. The commissioner's rules include a provision limiting the extent to which a school district's own policies apply to an SB 1882 charter operator. For other campus charters, the Education Code states that a campus "is exempt from the instructional and academic rules and policies of the board of trustees from which the campus is specifically exempted in the charter..." TEC Section 12.054(1), Subchapter C of Chapter 12. Thus, according to the Education Code, a district may choose not to apply its various local policies to charter contracts. If not specified, the default is that the policies apply.

26. The commissioner's rule for SB 1882 contracts is contrary to this statutory provision because it mandates that the performance contract exempt the charter from its local policies unless

the district and charter operator specifically agree to apply them. The commissioner's rules provide that the performance contract contain:

(6) a contract term stating that the campus is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and **is exempt from all district policies except for laws, rules, and policies that are specifically identified as applicable to the campus in the performance contract**; ...

19 TAC § 97.1075(d)(6)(emphasis added). The rule provides that the default is that local policies do **not** apply. As stated, this is contrary to TEC Section 12.054(1). Further, since the policies must be made a part of the performance contract that is then subject to the commissioner's review and approval before the SB 1882 benefits are made available, the commissioner has the authority to reject the application of local policies.

The rule regarding the commissioner's discretion on charter performance contracts.

27. In TEC Section 11.174(m), the legislature granted authority to the commissioner to administer Section 11.174, "including the requirements for an entity and the contract with the entity, including the standards required by an entity to receive approval under Subsection (a)(2) [governing the requirements of a performance contract]."

28. The commissioner's rules include a provision stating that he is essentially free to disregard his own rules for a performance contract. The rules provide, in pertinent part:

(e) Decision finality. **Notwithstanding any other provisions**, the commissioner may approve an eligibility approval request under this section **if the commissioner determines that the approval of the eligibility approval request will approve student outcomes at the campus.** The approval or denial of the eligibility approval request is a final administrative decision by the commissioner and not subject to appeal under TEC, Section 7.057.

19 TAC § 97.1075(e) (emphasis added). While the legislature granted the commissioner the authority to develop standards for the performance contract between a school district and a charter operator, it did not grant him the authority to simply waive the requirements as he alone sees fit.

Further, there is no standard for the exercise of his discretion in determining how or whether a charter arrangement "will improve student outcomes." 19 TAC § 97.1075(e). Finally, under the cited rule, the commissioner's decision is final and not subject to appeal so there is no check on the exercise of his discretion in this regard.

VI. CLAIMS

29. Plaintiffs incorporate by reference the preceding paragraphs as if repeated in full.

30. The commissioner's *de facto* rule, issued on May 22, 2018, is a rule within the meaning of Tex. Gov't Code Section 2001.003(6). Section 2001.003(6) defines a "rule" as a "state agency statement of general applicability" that "implements, interprets, or prescribes law or policy" or "describes the procedure or practice requirements of a state agency," "includes the amendment or repeal of a prior rule," but "does not include a statement regarding only the internal management or organization of a state agency and not affecting private rights or procedures." Tex. Gov't Code Section 2001.003(6). Here, the Commissioner's determination that Section 11.174(c) and the agency's own duty-promulgated rule, 19 TAC Section 97.1075(d)(10), only applies to open-enrollment charter schools is a statement of general applicability that applies to all SB 1882 arrangements, implements and interprets Section 11.174(c), amends or repeals the provisions of 19 TAC Section 97.1075(d)(10), and affects private rights, including the rights of the members of Texas AFT and TSTA. The commissioner declared this *de facto* rule by fiat and without going through the legally prescribed rule-making process, making the rule invalid.

31. Additionally, separate and apart from the illegal process that was used to promulgate the *de facto* rule, the rule violates established law. It is contrary to TEC Section 12.0522(d), which specifically provides that a campus granted a district charter is deemed, as a matter of law, to be an

open-enrollment charter school "as though the campus were granted a charter under Subchapter D." The commissioner's *de facto* rule applies one set of SB 1882 requirements to open-enrollment charter schools and another to other types of entities, when TEC Section 12.0522(d) states that campus charters are to be considered open-enrollment charters. When Section 11.174(c) provides for employment protections to be addressed in a performance contract between a district and an "open-enrollment charter school," this requirement applies, as a matter of law, to a campus charter secured by other types of entities. Further, the non-application of the employment protections in Section 11.174(c) to the array of other entities that may qualify for SB 1882 contracts is contrary to other provisions in Section 11.174, as well as the legislative history and purpose of SB 1882 and HB 1842, and leads to an absurd result.

32. The commissioner's *de facto* rule interferes with or impairs, or threatens to interfere with or impair, the legal rights and privileges of Texas AFT and TSTA members under this statute, namely, to be consulted regarding the provisions to be included in a SB 1882 performance contract between a charter operator and a school district and to be guaranteed that their existing contractual rights are not adversely affected.

33. The commissioner's rule, 19 TAC Section 97.1075(d)(6) violates TEC Section 12.054(1), one of the campus charter provisions in Subchapter C, Chapter 12. A prerequisite for entering into a SB 1882 contract is for the school district to grant the eligible entity a campus charter, so the campus charter provisions in Subchapter C apply. *See* TEC § 11.174(a)(2) and 97.1075(d). Included in the provisions governing campus charters is a provision to the effect that local school district policies apply unless they are specifically exempted in the charter. TEC Section 12.054(1). Under the commissioner's rule challenged here, the commissioner requires that

the SB 1882 performance contract include a provision that the campus is exempt from all local policies except those identified in the performance contract. Not only does this create an opt-in provision for local policies rather than the opt-out provision stated in Subchapter C, it also subjects the inclusion of any local policies to disapproval by the commissioner through the performance contract approval scheme. This rule interferes with or impairs, or threatens to interfere with or impair, the legal rights and privileges of Texas AFT and TSTA members under Chapter 12, Subchapter C, who benefit from the employment rights and benefits in local school district policies. It is an invalid rule that illegally usurps the authority of local school districts to apply their own local policies to SB 1882 arrangements and illegally subjects the rights and benefits of plaintiff's members, as provided for in local district policies, to unwarranted control by the commissioner. Under TEC Section 7.003, "an educational function not specifically delegated to the agency...under this code is reserved to and shall be performed by school districts..." In adopting 19 TAC Section 97.1075(d)(6), the commissioner exceeded the bounds of his delegated authority by violating a provision in the Education Code.

34. The commissioner's rule, 19 TAC Section 97.1075(e) violates TEC Section 11.174(m). In Section 11.174(m), the legislature delegated to the commissioner the authority to adopt rules regarding the requirements for "the contract with the entity, including the standards required for an entity to receive approval under Subsection (a)(2)." In 19 TAC Section 97.1075(e), the commissioner gave himself the complete discretion to approve a SB 1882 arrangement, notwithstanding the failure of the school district or the charter operator to comply with law or regulations. A state administrative agency has only those powers that the legislature expressly confers upon it or that are implied to carry out the express functions or duties given or imposed by

statute. The legislature's delegation of rule-making authority to develop standards did not include the power to substitute something entirely different, that is, the discretion to say "never mind" and ignore the adopted standards. Moreover, in delegating authority to the commissioner to develop standards, the legislature did not give the commissioner unfettered decision-making authority to approve or disapprove an application for SB 1882 benefits without reference to any such requirement. Further, the standard used in the rules for the circumstances in which the commissioner may choose to exercise his discretion and waive the stated requirements for a performance contract – if the commissioner "determines that the approval of the eligibility approval request will improve student outcomes" – is so broad and vague as to render it meaningless as any sort of control, prediction, restraint or measure of decision-making authority. If the legislature had intended that the commissioner have complete discretion on approval of Section 1882 contracts, it could and would have said so. This rule interferes with or impairs, or threatens to interfere with or impair, the legal rights and privileges of Texas AFT and TSTA members under Section 11.174(c), namely, to be consulted with regarding the provisions to be included in a SB 1882 performance contract between a charter operator and a school district and to be guaranteed that their existing contractual rights are not adversely affected. Under the commissioner's rule that is challenged here, these entitlements could be waived and not enforced.

VII. SUIT FOR DECLARATORY RELIEF

35. Plaintiffs seek a declaratory judgment as to the validity of the commissioner's *de facto* rule declared on May 22, 2018, as described herein, regarding the applicability of TEC Section 11.174(c) and 19 TAC Sections 97.1075(d)(10) to entities other than open-enrollment charter schools, pursuant to Tex. Gov't Code Section 2001.038. Additionally, plaintiffs seek a

declaratory judgment as to the validity of 19 TAC Sections 97.1075(d)(6) and (e), pursuant to Tex. Gov't Code Section 2001.038.

VIII. SOVEREIGN IMMUNITY DOES NOT BAR PLAINTIFF'S CLAIMS

36. Sovereign immunity does not bar plaintiffs' claims for declaratory and injunctive relief. Tex. Gov't Code Section 2001.038 waives sovereign immunity.

IX. RELIEF REQUESTED

WHEREFORE, PREMISES CONSIDERED, plaintiffs respectfully request that:

1. The defendants be cited to appear and answer.

2. That the Court declare and determine that the commissioner's *de facto* rule, issued on May 22, 2018, regarding the applicability of TEC Section 11.174(c) and 19 TAC Section 97.1075(d)(10) to entities other than open-enrollment charter schools, is a rule within the meaning of Tex. Gov't Code Section 2001.003(6), that the commissioner's failure to comply with the rule-making requirements of subchapter B of Chapter 21 of the Texas Government Code renders the rule invalid, and that the rule, by its terms, is an invalid and illegal rule that is null and void;

3. That the Court declare and determine that 19 TAC Section 97.1075(d)(6) is an invalid and illegal rule that is null and void;

4. That the Court declare and determine 19 TAC Section 97.1075(e) is an invalid and illegal rule that is null and void;

5. That the Court order appropriate injunctive relief; and

6. That plaintiffs be awarded all other relief to which the Court may find it entitled.

Respectfully submitted,

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