

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION**

James R. Blackston *
Bradley W. Barber *

PLAINTIFFS, *

vs. *
State of Alabama, et. al.; *

Case No. 2:04CV-348-T

RULE 38 JURY DEMAND

Chief Justice Gorman Houston individually *
and in his official capacity as Chief Justice *
of the Alabama Supreme Court; *

District Judge L. E. Gosa, individually and *
in his official capacity as Chairman, *
Advisory Committee on Child Support *
Guidelines and Enforcement; *

Randy Helms, individually and in his *
official capacity as Administrative *
Director of Courts; *

Alex Jackson, individually and in his *
official capacity as staff attorney for *
the Alabama Supreme Court; *

Bob Maddox, individually and *
in his official capacity as employee of *
Administrative Office of Courts; *

DEFENDANTS. *

VERIFIED COMPLAINT

INTRODUCTION AND HISTORY

1. Congress created the Child Support Program in 1975 after having concluded that its earlier child support efforts did not go far enough in reducing welfare caseloads and associated costs.

2. That year Congress enacted Title IV-D creating the Child Support Enforcement Program. The IV-D program, as it is commonly referred to, requires States to administer programs for providing child support establishment and enforcement services in conformance with Federal law.

3. The passage of this landmark legislation (P.L. 93-647) significantly increases Federal intervention in State child support activities. Alabama's Child Support Program began in 1975 as part of the Public Assistance Program.

4. In 1987, Office of Child Support Enforcement's advisory panel prepared its recommendations for the development of child support guidelines to be used nationally.

5. As a result of this study, Congress enacted the Family Support Act of 1988. Most importantly, the 1988 act mandated that by 1994, states implement presumptive child support guidelines.

6. Federal law also requires that each state establish criteria under which application of the guidelines might be unjust or inappropriate, and require that when the decision-maker deviates from the guidelines, the decision-maker must make written findings why the guideline amount is unjust or inappropriate.

7. Consistent with the requirements of the Family Support Act of 1988, the federal regulations also require that the state guideline must provide that in any judicial or administrative proceeding for the award of child support, there shall be a rebuttable presumption that the amount of the award which would result from the application of the state's guideline is the correct amount of child support to be awarded.

8. Alabama receives millions of federal tax dollars, under the Public Assistance Program,

to operate Alabama's child support collection and enforcement program.

9. Public Assistance Program funds received by the State of Alabama are directly proportional to a percentage of the State's child support collections, including child support collections from parents not on public assistance.

10. As a condition of receiving Public Assistance Funds, states must review their state child support guidelines every four (4) years.

11. The State of Alabama has made several ill-fated attempts to modify Alabama's child support guidelines, once in 1993, once in 1999 and the present 2004 child support guideline's review.

12. The Alabama Supreme Court Advisory Committee on Child Support Guideline's Collection and Enforcement (the Committee) is charged by the Alabama Supreme Court with reviewing Alabama's Child Support Guidelines and issuing recommendations to the Alabama Supreme Court on any changes to Alabama's child support guidelines.

13. Because of the State of Alabama's inability to follow federal law, rules and federal guidelines for child support guidelines' reviews, lawsuits have been filed on behalf of non-custodial parents in the State of Alabama.

14. As a direct result of lawsuits, the State of Alabama, et. al., and James R. Blackston and Bradley W. Barber entered into two separate settlement agreements as described below.

15. Both settlement agreements are active and enforceable as a CONTRACT in federal or state court.

(a). Release and Settlement Agreement - December 15, 1995

16. To settle a federal lawsuit in 1993 concerning the operations of the Committee, the

State of Alabama, James Blackston and Bradley W. Barber entered into a Release and Settlement Agreement (1995 Agreement) on or about 15 December 1995.¹ (Exhibit A, herein attached)

17. Among other requirements, the 1995 Agreement provides for Plaintiff Blackston's appointment to the Committee.

18. The 1995 Agreement requires the State of Alabama to make a good faith effort to review Alabama's Child Support Guidelines every four (4) years, by following the federal laws, rules and guidelines for the child support guideline's reviews and established rules of order.

19. The good faith effort to review Alabama's child support guidelines would include Blackston and Barber in the entire review from deciding vendors to update the child support schedule, which is an intricate part of Alabama's child support guidelines, to holding public meetings and including Blackston and Barber in all final decisions, concerning Alabama's child support guideline's review.

(b). Settlement Agreement and Release - 5 December 2003

20. The 1995 state defendants, acting in bad faith, refused to perform the terms of the 1995 Agreement resulting in Blackston and Barber filing suit in federal court, for the second time, on 25 March 1999.

21. The 25 March 1999 federal suit resulted in another Settlement Agreement and Release between the State of Alabama, James R. Blackston and Bradley W. Barber, dated 5 December 2003 (2003 Agreement).² (Exhibit B, herein attached)

¹ Blackston, Barber v. State of Alabama et. al., Civil Action No 93-H-623-N, Middle District of Alabama, Northern Division.

² Blackston, Barber v. State of Alabama et. Al., Civil Action No 99-A-295-N, Middle District of Alabama, Northern Division.

22. This Honorable Court entered an Order and Final Judgement, dated 24 December 2003, with attached Agreement, ordering all parties, “to abide by all terms of the Agreement.” (See Exhibit C, pg. 1, ¶1-2)

23. The Committee is currently reviewing Alabama’s child support guidelines to satisfy federal requirements and to satisfy the requirements of the 2003 Agreement.

24. Committee meetings were held on 11-12 March 2004 and another Committee meeting is scheduled for 19 April 2004 in the Alabama Judicial Building, Montgomery, Alabama.

25. Due to the State of Alabama’s continued disregard for both settlement agreements and the actions of Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox, Plaintiffs Blackston and Barber bring suit in federal court to enforce both Settlement Agreements and this Honorable Court’s Order and Final Judgment, dated 24 December 2003 and specifically challenge the constitutionality of Alabama’s Child Support Guidelines.

PARTIES

26. Plaintiff James R. Blackston, is a citizen of the United States of America, residing in Jefferson County, Vestavia, Alabama. James R. Blackston currently serves on the Committee and is a party plaintiff to said 1995 Agreement and 2003 Agreement.

27. Plaintiff Bradley W. Barber, is a citizen of the United States of America, residing in Jefferson County, Gardendale, Alabama. Bradley W. Barber serves as an alternate member on the Committee and is a party plaintiff to the 1995 Agreement and 2003 Agreement.

28. Defendant State of Alabama has the supreme authority over its citizens, subject to the United States Constitution, and is a part of these United States. The State of Alabama is the

principle party defendant to the 1995 Agreement and 2003 Agreements.

29. Defendant Alabama Chief Justice Gorman Houston is the Chief Justice of the Alabama Supreme Court. Chief Justice Houston is responsible for the day to day operations of the Committee.

30. Defendant Honorable Judge L. E. Gosa is a District Judge in Lamar County, Vernon, Alabama and is the Chairman of the Committee.

31. Defendant Randy Helms, is the Director, Administrative Office of Courts, Montgomery, Alabama and has the authority to contract with child support guideline's experts to update the child support schedule.

32. Defendant Alex Jackson, is Staff Attorney for the Alabama Supreme Court, Montgomery, Alabama and is coordinating the present child support guideline's review for the Alabama Supreme Court and assist with the Committee's administrative duties.

33. Defendant Bob Maddox is an employee of the Alabama Administrative Office of Courts and assist with the Committee's administrative duties.

34. Defendants State of Alabama, Houston, Helms, Jackson and Maddox although are not members of the Committee, are extrinsically intertwined with all Committee functions and have the authority to make final decisions about the Committee.

SUBJECT MATTER JURISDICTION

35. This Court has original federal question jurisdiction and supplemental jurisdiction pursuant to 28 U.S.C. 1331.

36. This action arises under the Constitution of the United States, Article I, §10 (Obligations of Contracts); Amendment I, (Freedom of Speech); Amendment Fourteen (Due

Process; Equal Protection and Equal Treatment); 45 C.F.R. §302.56 (federal child support guidelines); 42 U.S.C. §1983 (Civil Rights); Constitution of Alabama, 1901, Article I, §§6 and 13 (Due Process, Equal Protection and Equal Treatment) and Article IV, §95 (Obligation of Contracts); Code of Alabama, 1975, §13A-14-2 (Open Meetings Law); Code of Alabama, 1975, §36-12-40 (Open Records Act) and two (2) CONTRACTS entered into by the above plaintiffs and defendants on 15 December 1995 and 5 December 2003 respectfully and this Honorable Court's "contempt of court" powers.

VENUE

37. Defendants are citizens and residents of Alabama, are subject to the jurisdiction of this court as to both service of process and venue and can be made a party defendant herein without depriving the court of jurisdiction.

38. Venue is proper in this District under 28 U.S.C. §1391(a) because the Defendants are subject to personal jurisdiction in this District by virtue of Defendants' residence in the District.

39. Additionally, venue is proper in this District under 28 U.S.C. §1391(b) because a substantial portion of the events giving rise to the claims are federal questions and occurred in this District.

CAUSES OF ACTION

CLAIM I

CONTEMPT OF COURT - ORDER DATED 24 DECEMBER 2003

(i). Failure to convene new committee within three (3) months

40. The 2003 Agreement requires the State of Alabama to initiate a review of Alabama's child support guidelines by convening a new committee within three (3) months from 25

September 2003.

41. Paragraph 4(a) of the 2003 Agreement states in part, “. . . The Defendants shall submit a request to the **Alabama Supreme Court Advisory Committee on Child Support Guidelines and Enforcement** to convene a new committee within three (3) months from September 25, 2003. . .” (emphasis added)

42. The Committee first convened on 11 March 2004, almost six (6) months after September 25, 2003.

43. Plaintiffs Blackston and Barber did not receive any notice that the Committee would convene within the required three (3) months from 25 September 2003.

44. The failure to convene the Committee within the required three (3) months time period wasted valuable time and tax dollars and placed the plaintiffs at an extreme disadvantage and prevented them from knowledge and input into the vendor selection process, wherein Policy Studies, Inc. was chosen as the sole vendor to update the “child support schedule.”

45. The “child support schedule” is an intricate part of Alabama’s child support guidelines and is entitled, “The Schedule of Basic Child Support Obligations Table,” contained in Alabama Rules of Judicial Administration, Rule 32.

46. The child support schedule contains the numbers used to determine Alabama parents’ child support obligations.

47. Defendants State of Alabama, Houston, Helms and Jackson issued a CONTRACT with Policy Studies, Inc., on 8 January 2004 to update the child support schedule.

48. Defendants State of Alabama, Houston, Helms, Jackson and Maddox chose Policy Studies, Inc., as the sole vendor to update the child support schedule in a secret meeting that

excluded Blackston and Barber.

49. Defendants State of Alabama, Houston, Helms, Jackson and Maddox in ex-parte meetings, acting alone and/or together, chose Policy Studies, Inc., as the sole vendor to update the child support schedule.

50. The failure to convene the Committee within three (3) months is significant because Defendants State of Alabama, Houston, Helms, Jackson and Maddox used this time to hold secret meetings, wherein decisions were made to spend federal and state tax dollars to contract with Policy Studies, Inc., to update the child support schedule at the exclusion of Blackston and Barber.

51. The secret meetings held by Defendants State of Alabama, Houston Helms, Jackson and Maddox, excluding Blackston and Barber, is a fraudulent and bad faith procedural maneuver to eliminate Blackston and Barber from the 2004 child support guidelines review's initial phase of choosing a vendor to update the child support schedule.

52. The Defendants' failure, acting under color of state law, to convene the new committee within three (3) months of September 25, 2003 breeches the 2003 Agreement, ¶4(a) and constitutes contempt of this Honorable Court's Order, by Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox.

(ii). Policy Studies, Inc.'s Contract

53. Because State defendants gerrymandered the child support guideline's review, in 1999, Policy Studies, Inc., was the sole vendor to present a proposal to update the child support schedule.

54. Now, in the 2004 child support guideline's review process, Defendants State of

Alabama, Houston, Helms, Jackson, Gosa and Maddox gerrymander the review process to insure Policy Studies, Inc., is, once again, the sole vendor selected to update the child support schedule.

55. As previously stated, Defendants Blackston and Barber's 1999 lawsuit against the State of Alabama and state actors was because the 1999 child support guideline's review was gerrymandered to insure Policy Studies, Inc.'s was the sole vendor to update the child support schedule.

56. In a blatant attempt to breach the 1995 Agreement and the 2003 Agreement, Defendants State of Alabama, Houston, Helms, Jackson and Maddox began the 2004 child support guideline's review in secret and without informing Blackston and Barber of the Contract with Policy Studies, Inc., to update the child support schedule.

57. Paragraph 4(b) of the 2003 Agreement states in part that, ". . . The Defendants shall submit a request to the Alabama Supreme Court that the Administrative Office of Courts will contract with Policy Studies Inc., or **"some comparable entity"**, to provide an update of the child support schedule" (Emphasis added)

58. Defendants State of Alabama, Houston, Helms, Jackson and Maddox entered into a Contract with Policy Studies, Inc., at the exclusion of all other vendors, on 8 January 2004 for the purpose of updating the child support schedule.

59. Defendants State of Alabama, Houston, Helms, Jackson and Maddox's premature CONTRACT with Policy Studies, Inc., without Blackston and Barber's required input or knowledge, fails to satisfy the terms of the 2003 Agreement, ¶4(a-b).

60. The 2003 Agreement, ¶4(b) only allows Defendants State of Alabama, Houston, Helms, Jackson and Maddox to enter into a contract with Policy Studies Inc., or some other

“comparable entity.” The 2003 Agreement does NOT allow the defendants to make the choice of the entity to update the child support schedule.

61. Defendant Helms, acting alone, is unqualified to chose a vendor to update the child support schedule.

62. The choice of entities such as Policy Studies, Inc., or “some comparable entity” should have been made in a Committee meeting, scheduled within the three (3) months from 25 September 2003, as set forth in the 2003 Agreement, ¶4(a).

63. After the entity is chosen by the Committee according to the 2003 Agreement, ¶4(a) then the Defendants issue the Contract to update the child support schedule according to the 2003 Agreement, ¶4(b).

64. The failure to include Blackston and Barber in choosing vendors to update the child support schedule breeches the 1995 Agreement and the 2003 Agreement and places Defendants State of Alabama, Houston, Helms, Jackson and Maddox in contempt of this Honorable Court’s Order.

65. Additionally, Defendants State of Alabama, Houston, Helms, Jackson and Maddox claim in a 20 February 2004 memo that, “In order to prepare for another review of the Guidelines and the Schedule, Randy Helms, the Administrative Director of Courts, sent a request for proposal to assist him in reviewing and updating the Schedule to over 1,100 vendors, supplied by a list from the Division of Purchasing of the State Finance Department containing names of consultants and cost estimators, as well as five other persons or entities who have dealt with updating other States’ Child Support Guidelines and a list obtained from the Internet of 29 colleges and universities.

66. During the investigation phase of the instant case, Defendants Helms, Jackson and Maddox misrepresented the truth to investigators about the existence of the above 1,100 vendors, and five other persons or entities who have dealt with updating other States' Child Support Guidelines and a list obtained from the Internet of 29 colleges and universities around the State of Alabama with economics departments.

67. Presently, in the entire whole of these United States, only twenty (20) and not more than twenty-five (25) vendors are qualified to update states' child support guidelines.

68. Defendants State of Alabama, Houston, Helms, Jackson, Gosa³ and Maddox failed to contact professional economics associations from which a reasonable pool of applicants could be found.

69. A reasonable pool of qualified applicants are the National Association of Forensic Economics and the National Association for Business Economics.

70. The above organizations are the two pre-eminent organizations in the country that would have provided the best source of candidates to update the child support schedule and Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox's failure to solicit these associations is in bad faith and a deliberate violation of the 2003 Agreement, ¶4(a-b) and the spirit and good faith provision of the 2003 Agreement.

71. Asking the Division of Purchasing to take charge of soliciting vendors to update the child support schedule likely ended up with solicitations going to vendors of toilet paper and

³ Plaintiffs Blackston and Barber are unsure what Defendant Gosa had to do with vendor selection at this point, however Defendant Gosa is aware of the implications of choosing Policy Studies, Inc.'s as the sole vender to update the child support schedule and either refused or failed to intervene.

cleaning supplies more so than to commercial economists. This is not a good faith effort to solicit vendors to update the child support schedule.

72. When asked to produce the correspondence sent to the 1,100 vendors mentioned above, Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox could not or refused to produce any correspondence sent to the 1,100 vendors.

73. When asked to produce the correspondence sent to the 29 colleges and universities mentioned above, Defendants Houston, Helms, Jackson, Gosa and Maddox could not produce any correspondence sent to the 29 colleges and universities around the State of Alabama.

74. By misrepresenting that 1,100 vendors, supplied by a list from the Division of Purchasing of the State Finance Department were solicited to update the child support schedule and failing to produce any correspondence to the 1,100 vendors, Defendants State of Alabama, Houston, Helms, Jackson and Maddox violated the 2003 Agreement, ¶4(b).

75. By misrepresenting that 29 colleges and universities around the State of Alabama were solicited to update the child support schedule and then could not produce any correspondence sent to the 29 colleges, violated the 2003 Agreement, ¶4(b).

76. Additionally, the deadline set for receiving proposals for updating the Schedule was December 11, 2003, at 5:00 p.m.

77. The deadline for receiving proposals expired approximately 72 days before Blackston and Barber knew the child support guideline's review had begun.

78. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox started the child support guideline's review and froze out Blackston and Barber from knowledge about the initial phase of the review from 25 September 2003 until 20 February 2004.

79. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox, by starting the child support guideline's review and freezing out Blackston and Barber from knowledge about the review breaches the 1995 Agreement and the 2003 Agreement and constitutes contempt for this Honorable Court's Order and Final Judgment.

80. Defendants State of Alabama, Houston, Helms, Jackson and Maddox's premature CONTRACT with Policy Studies, Inc., without including Blackston and Barber, breaches the 2003 Agreement, ¶4(a-b) and places Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox in contempt of this Honorable Court's Order and Final Judgment.

81. The Defendants failure, acting under color of state law, to solicit "comparable entities" to update the child support schedule breaches the 2003 Agreement ¶4(a-b) and constitutes contempt for this Honorable Court's Order and Final Judgment.

(iii). Failure to include Plaintiffs Blackston and Barber in vendor selection

82. The 2003 Agreement requires Defendants Houston, Helms, Jackson, Gosa and Maddox to include Blackston and Barber in selecting vendors to update the child support schedule and should have been accomplished within the three (3) months period following 25 September 2003.

83. Plaintiffs Blackston and Barber understood during the 2003 settlement negotiations for the 2003 Agreement, that Blackston and Barber would be included in selecting vendors to update the child support schedule.

84. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox did not include or contact Plaintiffs Blackston and Barber concerning any "comparable entity," as required the 2003 Agreement, ¶4(a-b).

85. Defendants Houston, Helms, Jackson, Gosa and Maddox did not contact any “comparable entity,” other than Policy Studies, Inc., that is qualified to update the child support schedule.

86. Defendants State of Alabama, Houston, Helms, Jackson and Maddox chose Policy Studies, Inc., to update the child support schedule in a secret meeting without Blackston and Barber’s input or knowledge, to gain an unfair advantage over Blackston and Barber in selecting a vendor to update the child support schedule in an effort to dominate the 2004 child support guideline’s review and eliminate Blackston and Barber from the Committee.

87. The arbitrary and secret selection of Policy Studies, Inc., in 1999, to update the child support schedule was the “intense” anti father, anti non-custodial parent, anti National Congress for Fathers and Children’s members, anti Blackston and Barber (because of NCFC affiliation) animus, by the State of Alabama, that caused the 1999 lawsuit, resulting in the 2003 Agreement.

88. During settlement negotiations for the 2003 Agreement, Plaintiffs Blackston and Barber were concerned that Policy Studies, Inc., was NOT the proper vendor to update the child support schedule because of Policy Studies, Inc.’s use of flawed data and conflicts of interests.

89. Plaintiffs Blackston and Barber accepted the wording in ¶4(b) of the 2003 Agreement that “some comparable entity” would be considered in addition to Policy Studies, Inc., because “some comparable entity” means the Committee would search for a suitable alternative to Policy Studies, Inc., and Policy Studies, Inc., would have to stand on its own merits or be defeated by more qualified entities to update the child support schedule.

90. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are well aware that the selection of Policy Studies, Inc., as the sole vendor to update the child support

schedule, effectively voids both the 1995 Agreement and the 2003 Agreement and opens old wounds sought to be healed by the 2003 Agreement.

91. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are well aware that freezing out Blackston and Barber from the vendor selection process would grant to the defendants absolute power to predetermine the final outcome of the 2004 child support guideline's review and further enhance the defendants' ability to predetermine any changes to Alabama's child support guidelines without any public input or participation and input from Plaintiffs Blackston and Barber.

92. Defendants State of Alabama, Houston, Helms, Jackson and Maddox's premature CONTRACT with Policy Studies, Inc., without Blackston and Barber's required input or knowledge, fails to satisfy the terms of the 2003 Agreement, ¶4(a-b).

93. The 2003 Agreement, ¶4(b) only allows Defendants State of Alabama, Houston, Helms, Jackson and Maddox to enter into a contract with Policy Studies Inc., or some other "comparable entity." The 2003 Agreement does NOT allow the defendants to make the choice of the entity to update the child support schedule.

94. Defendant Helms, acting alone, is unqualified to chose a vendor to update the child support schedule.

95. The choice of entities such as Policy Studies, Inc., or "some comparable entity" should have been made in a Committee meeting, scheduled within the three (3) months from 25 September 2003, as set forth in the 2003 Agreement, ¶4(a).

96. After the entity is chosen by the Committee according to the 2003 Agreement, ¶4(a) then the Defendants issue the Contract to update the child support schedule according to the 2003

Agreement, ¶4(b).

97. The failure of the Defendants, acting under color of state law, to include Blackston and Barber in selecting comparable entities to update the child support schedule is a “fraudulent and bad faith” violation of the 2003 Agreement ¶4(a-b) and impairs the obligations of two (2) separate Agreements and places Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox in contempt of this Honorable Court’s Order and Final Judgment.

(iv). Public Hearings

98. The 2003 Agreement, ¶4(c) requires the Committee meetings to be open to the public.

99. Defendants State of Alabama, Houston, Helms, Jackson and Gosa placed such strict requirements on potential speakers and guests that the restrictions effectively closed the doors to the public meetings.

100. The Committee meetings on 11-12 March 2004 were held in Montgomery, Alabama at the Alabama Judicial Building.

101. The Alabama Judicial Building is NOT a public building and entrance to the building is strictly controlled by sheriff’s deputies and the general public is prohibited from entering without good reason and after entering are restricted from access to most of the building.

102. Additionally, all guest speakers were required to register in advance and were allowed ten (10) minutes to speak.

103. All persons wishing to speak before the Committee were placed on a list that was given to the Marshall of the Supreme Court prior to the public hearing.

104. The Committee meeting’s requirements further specified “that if persons wishing to

speak before the Advisory Committee intend to bring other persons to the public hearing, the names and addresses of these persons must be provided in the written request to Mr. Jackson.”

105. Holding the Committee meetings, under armed guard, in the Alabama Judicial Building and unfairly restricting public access as described above, unduly chills the public’s desire and ability to participate in the 2004 child support guideline’s review process and breeches the spirit and good faith intentions of the 2003 Agreement, ¶4(c).

106. The above requirements do NOT describe a public hearing where the public is free to attend.

107. Additionally, Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to notify the public about the Committee meetings held on 11-12 March 2004.

108. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to properly notify major television and radio stations about the public meetings on 11-12 March 2004, the major television and radio stations across Alabama did not announce the public meetings.

109. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to notify major newspapers across Alabama about the public meetings on 11-12 March 2004, the major newspapers across Alabama did not announce the public meetings in a way that would inform Alabama citizens about the public meetings and their right to attend.

110. Because of Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox’s failure to notify the public about the Committee meetings held on 11-12 March 2004, only a token representation of Alabama citizens were present for the public hearings on 11 March 2004.

111. Plaintiffs Blackston and Barber made considerable effort to notify the public about the 11-12 March 2004 meetings, but because of the extreme hatred and public excitement against those obligated to pay child support – frequently called “deadbeat dads,” Blackston and Barber were unsuccessful in notifying the public about the Committee hearings on 11 March 2004.

112. In fact, so much hatred and prejudice exists against “deadbeat dads” that all newspapers, radio and television, cable or satellite are reluctant to broadcast or print positive information about those obligated to pay child support.

113. The Defendants’ failure to notify the public about the public hearings and by placing impossible and illegal restrictions upon speakers and guests and holding the Committee meetings in a building NOT open to the public, acting under color of state law, effectively closed the doors to the public and breeches the 2003 Agreement, ¶4(c) and constitutes contempt for this Honorable Court’s Order and Final Judgment.

(v). Failure to follow Rules of Order

114. In the 11-12 March 2004 Committee meetings Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox did not follow the rules of order, commensurate with smooth, orderly and fairly conducted business.

115. The Committee meetings on 11-12 March 2004 were a hap-hazard array of events without a proper quorum or stated agenda.

116. On 06 April 2004, Defendant State of Alabama, through the Clerk of the Alabama Supreme Court and Gosa sent a memorandum to all Committee members, detailing the agenda for the 19 April 2004 meeting.

117. The 19 April 2004 agenda includes consideration for three (3) proposals submitted

to the Committee, leaving out ALL the public's submitted proposals and comments and Mr. Mark Rogers' expert testimony.

118. Disregarding the public's comments and submitted proposals is significant because the public's submitted proposals and comments are an essential part of the 2004 child support guideline's review process, according to federal child support guideline's review regulations, Alabama's open meeting's laws and at a minimum including the public's comments insures the public's acceptance of new rules and laws.

119. One of the three proposed changes to Alabama's child support guidelines, Rule 32 was submitted by the Chairman of the Committee, Defendant Gosa.

120. Defendant Gosa's proposal is out of order and fails to conform to the rules of order - the chairman's only function is to impartially moderate the meeting and nothing more.

121. In a planned attempt to unfairly and prematurely approved Policy Studies, Inc.'s updated child support schedule, the 19 April 2004 Committee meeting's agenda includes Policy Studies, Inc.'s updated child support schedule.

122. The lack of order within the Committee and the failure to follow any rules of order illustrates the wrongful intentions of Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox, acting under color of state law, to gerrymander the 2004 child support guideline's review and breeches the 1995 Agreement and the 2003 Agreement and places the defendants in contempt of this Honorable Court's Order.

(vi). Committee Quorum

123. Several members of the Committee complained about having to attend the Committee meeting on 11-12 March 2004.

124. Defendant Jackson compelled the attendance of ALL committee members by sending a copy of the 2003 Agreement to every Committee member and informing ALL Committee members that the 2003 Agreement “is now binding upon the Committee.”

125. Eleven (11) Committee members attended the public hearings on 11 March 2004 and twelve (12) Committee members attend the Committee meeting on 12 March 2004.

126. Four (4) of the Committee members attending the Committee meeting on 12 March 2004 did not show for the public hearings held on 11 March 2004.

127. The members that failed to show for the March 11, 2004, public hearing participated in the March 12, 2004 Committee meeting without hearing the public’s comments.

128. Not enough Committee members were present on March 12, 2004 to discuss the public’s comments and the Committee failed to assemble a proper quorum, however the Committee continued to conduct Committee business without a proper quorum.

129. Members of the Committee NOT in attendance at the public hearing exhibited callous disregard for the public’s comments by failing to show for the public hearings on March 11, 2004 and were, therefore, unqualified to vote on Committee decisions on March 12, 2004.

130. Committee business and decisions, without public input, closed the doors to the public, thereby adversely affecting the public’s right to participate in the 2004 child support guideline’s review.

131. Committee members, to be qualified to vote on Committee business, must be present at ALL Committee meetings therefore, only eight (8) members out a total of twenty-two (22) remain qualified to make decisions and vote on Committee business.

132. The Committee’s public hearing on 11 March 2004 and the Committee meeting on

12 March 2004, did not constitute a proper quorum.

133. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox did not correct the deficiencies in the quorum.

134. The failure by the defendants to correct the intentional disregard by some Committee members to ignore the public's comments is significant because Constitutional principles and federal laws on child support guideline's reviews and Alabama's open meetings law place a high weight on the public's right to comment on issues of public concern.

135. Defendants State of Alabama, Houston, Helms, Jackson and Gosa's failure to correct deficiencies in the quorum and continuing to conduct Committee business without a quorum, thereby depriving the public's right to know and participation in the public hearings on 11 March 2004, acting under color of state law, violate the good faith requirements of the 1995 Agreement and the 2003 Agreement, ¶4(c) and constitutes contempt of this Honorable Court's Order and Final Judgment.

(vii). Plaintiff Barber's role as alternate committee member

136. Paragraph 3(b) of the 2003 Agreement states in part that, ". . . Bradley Barber shall serve as an alternate member of the Alabama Supreme Court Advisory Committee for Child Support Guidelines and Enforcement in the absence of James Blackston and has the ability to vote in his absence as his designee." (See Exhibit B, 2003 Agreement, pg. 4, ¶3(b).)

137. Defendants Houston, Helms, Jackson, Gosa and Maddox failed to treat Barber as Blackston's alternate member on the Committee by omitting Barber from ALL communications and correspondence about the Committee from 25 September 2003 until the present.

138. The latest omission by the defendants is the failure to notify Plaintiff Barber about

the 19 April 2004 Committee meeting agenda that was mailed to all Committee members, except Plaintiff Barber.

139. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to send Plaintiff Barber the 6 April 2004 Memorandum setting the agenda for the 19 April 2004 Committee meeting.

140. Apparently Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox intentions are that Plaintiff Barber will not attend the 19 April 2004 Committee meeting.

141. Plaintiff Barber has been completely unable to perform his duties as an alternate member on the Committee because Defendants Houston, Helms, Jackson, Gosa and Maddox failed to treat Barber as an alternate Committee member.

142. Plaintiff Blackston has been hindered from performing his duties as a Committee member by not knowing the status of Barber's alternate appointment.

143. Under the present circumstances alternate Committee member Barber could not perform his duties as a full-fledged Committee member in the event Blackston became unable to exercise his duties as a Committee member and places Blackston and Barber in the precarious position of losing Committee representation for the National Congress for Fathers and Children.

144. The failure of Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox to treat Plaintiff Barber as a bonafide alternate member on the Committee is a violation of the 2003 Agreement, ¶3(b) and constitutes contempt for this Honorable Court's Order and Final Judgment.

CLAIM II

IMPAIRING THE OBLIGATION OF CONTRACTS

BREACH OF CONTRACT

U.S. CONSTITUTION, ARTICLE I, §10 and

CONSTITUTION OF ALABAMA, 1901, ARTICLE IV, §95

INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

145. Plaintiffs Blackston and Barber incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

146. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are obligated by the 1995 Agreement and the 2003 Agreement to operate the Committee in good faith by following all laws, rules and federal child support guideline's review requirements and established rules of order.

147. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are obligated, under the 1995 Agreement, to continue Blackston's appointment to the Committee and obligate by the 2003 Agreement to appoint Plaintiff Barber as his alternate Committee member.

148. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are obligated to convene the Committee, to select a vendor to update the child support schedule, within three (3) months of 25 September 2003.

149. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are obligated to convene a Committee meeting with public hearings, within six (6) months of 25 September 2003.

150. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are obligated to include Plaintiffs Blackston and Barber in choosing vendors to update the child support schedule.

151. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are obligated to send any and all correspondence about the Committee to Plaintiffs Blackston and Barber within a reasonable time.

152. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are obligated to include the public's comments and proposals for guideline's changes into the Committee's deliberations.

153. Plaintiffs Blackston and Barber counted on the proposals for child support guideline's changes submitted by their constituents' to be considered by the Committee and the failure to consider the public's submitted proposals further harms Plaintiffs Blackston and Barber's ability to participate on the Committee and properly represent the National Congress for Fathers and Children.

154. Plaintiffs Blackston and Barber are prepared to prove the following essential elements of the intentional interference with contractual relations, breach of contract and impairing the obligations of contracts.

a) Existence of a contract

155. Two (2) Agreements, enforceable as contracts, apply to this case. (Exhibit A, 1995 Agreement, ¶9, pg. 6) and (Exhibit B, 2003 Agreement, ¶10-11, pg. 6-7,) herein attached.

b) Defendants knowledge of the contract

156. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are state employees and as state actors are subject to ALL contracts and Agreements binding upon the State of Alabama. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox admit knowing about the 1995 Agreement and the 2003 Agreement in a Memorandum, dated 28

January 2004. (See Exhibit D, ¶1, pg. 1, herein attached)

c) Intentional interference by the defendant with the plaintiffs' contract

157. Plaintiffs Blackston and Barber incorporate by reference the paragraphs of this Complaint contained in Claim I, (contempt,) Claim II, (breach of contract,) Claim III, (first amendment,) Claim IV, (fourteenth amendment,) Claim V, (open meetings,) Claim VI, (open records,) and Claim VII, (unconstitutional guidelines) as if fully set forth herein.

d) Damage to the Plaintiffs as a result of the defendant's interference -

158. Plaintiffs Blackston and Barber spent thousands of hours and thousands of dollars working on the 1999 lawsuit that resulted in the 2003 Agreement.

159. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox chose to disregard the 1999 Agreement and the 2003 Agreement, all the work and expense pursuing the 1999 litigation and negotiating the 2003 agreement is in vain.

160. Additionally, Plaintiffs Blackston and Barber hired an expert witness to attend the Committee meeting on 12 March 2004 at a cost of \$750.00.

161. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed or refused to properly solicit vendors and include Blackston and Barber in the selection process Blackston and Barber were forced to pay, "out of pocket" for an economic's expert to testify at the 12 March 2004 meeting.

162. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox breeched the terms of the 1995 Agreement and the 2003 Agreement and this Honorable Court's Order and Final Judgment, Plaintiffs Blackston and Barber were denied their contractual rights to the 1995 Agreement and the 2003 Agreement, by the defendants failing to include Blackston and

Barber in the entire 2004 child support guideline's review process and failing to open the meetings to the public, failing to assemble a quorum and failure to follow rules of order and failure to consider the public's submitted proposals and wasting Blackston and Barber's time and money required to attend improperly formed Committee meetings on 11-12 March 2004.

163. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to convene the Committee within three (3) months and failed to convene a properly constituted Committee, and failed to include Blackston and Barber in choosing vendors to update the child support schedule, the defendants breached the 1995 Agreement and the 2003 Agreement and intentionally interfered with contractual relations.

164. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox breached the terms of the 1995 Agreement and the 2003 Agreement and this Honorable Court's Order and Final Judgment, Plaintiffs Blackston and Barber were denied their constitutional rights to free speech, due process, equal protection and equal treatment as set forth in Claim III and Claim IV.

165. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox breached the terms of the 1995 Agreement and the 2003 Agreement and this Honorable Court's Order and Final Judgment, Plaintiffs Blackston and Barber were denied their contractual rights to the Committee's open meetings, as set forth in Claim V.

e) Substantial evidence of bad faith and fraud

(i). Fraudulent Intent - to breach the 1995 Agreement and 2003 Agreement

166. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to convene the Committee within three (3) months as required by the 2003 Agreement.

167. The failure to convene the Committee within three (3) months is significant because Defendants State of Alabama, Houston, Helms, Jackson and Maddox used this time to hold secret meetings, wherein decisions were made to spend federal and state tax dollars to contract with Policy Studies, Inc., to update the child support schedule.

168. The secret meetings held by Defendants State of Alabama, Houston Helms, Jackson and Maddox excluded Blackston and Barber and is a fraudulent and bad faith procedural maneuver to eliminate Blackston and Barber from the 2004 child support guidelines review's initial phase of choosing a vendor to update the child support schedule.

169. Defendants State of Alabama, Houston, Helms, Jackson and Maddox fraudulently operated the Committee by secretly selecting Policy Studies, Inc., to update the child support schedule, without Blackston and Barber's input or knowledge, in violation of the 1995 Agreement and the 2003 Agreement and this Honorable Court's Order and Final Judgment.

170. Paragraph 4(b) of the 2003 Agreement states in pertinent part that, ". . . The Defendants shall submit a request to the Alabama Supreme Court that the Administrative Office of Courts will contract with Policy Studies Inc., or **"some comparable entity,"** to provide an update of the child support schedule" (Emphasis added)

171. The arbitrary and secret selection of Policy Studies, Inc., in 1999, to update the child support schedule was the "intense" anti father, anti non-custodial parent, anti National Congress for Fathers and Children's members, anti Blackston and Barber (because of NCFC affiliation) animus, by the State of Alabama, that caused the 1999 litigation, resulting in the 2003 Agreement.

172. In the 1999 child support guideline's review, State defendants intended to adopt

“carte blanc” Policy Studies, Inc.’s updated child support schedule without considering the public’s input or the fact that Policy Studies, Inc.’s updated child support schedule is based on fraudulent data and exhibits an extreme conflict of interest and the method used to select Policy Studies, Inc., as the sole vendor to update the child support schedule breached the terms of the first agreement – the 1995 Agreement.

173. Additionally, Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to convene a properly formed official Committee meeting and public hearings within six (6) months from September 25, 2003, as required by the 2003 Agreement, ¶4(c).

174. A Committee meeting was canceled on 10 March 2004.

175. Neither Committee meeting on the 11-12 March 2004 constituted a quorum.

176. Defendant Gosa, chairman of the Committee did not correct the deficiencies in the quorum therefore the improperly formed Committee meetings on 11-12 March 2004 are a breach of the 2003 Agreement, ¶4(c) for the failure to convene the Committee within six (6) months from September 25, 2003.

177. Less than six (6) months after agreeing, in the 2003 Agreement, to conduct the child support guideline’s review in good faith, Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are gerrymandering the 2004 child support guideline’s review to insure the “carte blanc” adoption of Policy Studies, Inc.’s updated child support schedule despite the existence of two (2) Agreements that require others measures.

178. In the 12 March 2004 Committee meeting, Mr. Rogers’ expert testimony clearly showed Policy Studies, Inc.’s updated child support schedule is NOT in compliance with federal regulations on states’ child support reviews and Policy Studies, Inc.’s updated child support

schedule is based on fraudulent data and assumptions.

179. Later when Committee members asked Chairman Gosa about Chairman Gosa's opinion of Mr. Mark Rogers testimony in the 12 March 2004 Committee meeting, Chairman Gosa stated, "Well, Rogers' testimony is just one man's opinion."⁴

180. From Chairman Gosa's statement any reasonable man would conclude that the controlling members of the Committee have already decided to adopt Policy Studies, Inc.'s updated child support schedule, totally disregarding the public's input and the existence of two (2) Agreements, that requires a different approach to updating the child support schedule.

181. Policy Studies, Inc.'s operation of child support collections agencies for thirty one (31) other states creates an extreme conflict of interest while proposing, at the same time, substantial increases in non-custodial parents child support obligations, some of which will be incarcerated because of the inability to pay.

182. During settlement negotiations for the 2003 Agreement, Plaintiffs Blackston and Barber were concerned that Policy Studies, Inc., was NOT the proper vendor to update the child support schedule because of Policy Studies, Inc.'s use of flawed data and conflict of interests.

183. Because of the above, Plaintiffs Blackston and Barber accepted the wording in ¶4(b) of the 2003 Agreement that "some comparable entity" would be considered in addition to Policy Studies, Inc.

184. The method used by Defendants State of Alabama, Houston, Helms, Jackson and Maddox to chose Policy Studies, Inc., to update the child support schedule gives Defendants

⁴ Defendant Gosa further extends his prejudicial opinion of Rogers' expert testimony by disregarding the public's submitted proposals to the Committee and refused to place the public's proposals on the 19 April 2004 agenda.

State of Alabama, Houston, Helms, Jackson, Gosa and Maddox absolute power to predetermine the final outcome of the 2004 child support guideline's review by limiting public input, holding closed meetings, padding the Committee with unqualified members, eliminating Blackston and Barber from the selection process to chose a "comparable entity" to update the child support schedule and completely nullifies the 1995 Agreement and the 2003 Agreement.

185. Defendants State of Alabama, Houston, Helms, Jackson chose to freeze out Blackston and Barber in selecting a vendor to update the child support schedule in a fraudulent and bad faith attempt to avoid ¶4(a-b) of the 2003 Agreement.

186. Defendants Houston, Helms, Jackson, Gosa and Maddox continue a practice by the State that began in the 1993 child support guideline's review, wherein certain state actors openly and gleefully declared that, "This Committee is writing substantive law and will insure a job for every Alabama attorney in the future."

187. Getting the child support guidelines correct is extremely important, because the unwritten policy in Alabama, towards those that pay child support, is to persecute and incarcerate them under moral duress with hatred, prejudice, disdain, contempt, loathsomeness and undeserving of any constitutional rights.⁵

188. The unwritten policy operates to the detriment of Plaintiffs Blackston and Barber and allows the defendants unbridled control of the Committee deliberations during the 2004 child support guideline's review.

⁵ The unfounded hatred against those that pay child support in Alabama is so great that, in the Committee's public hearings on 11 March 2004, one Second Wife and Grandmother spoke grievously that she could not allow herself and her children and grandchildren to recite the Pledge of Allegiance, because to do so, would require saying the words, "and justice for all," and saying further that, "I do not believe there is justice in Alabama's Courts."

189. The unwritten policy severely hinders a good faith effort to review Alabama's child support guidelines and denies Plaintiffs Blackston and Barber's rights under the 2003 Agreement.

(ii). Knowledge - that fraud existed

190. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are well aware of the 1995 Agreement and the 2003 Agreement and the terms and conditions thereof.

191. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox received a copy of the 2003 Agreement and frequently referred to the 2003 Agreement in the 12 March 2004 Committee meeting.

192. The 2003 Agreement, ¶11 specifically states that the 2003 Agreement "does not alter or supercede the Release and Settlement Agreement entered into on December 15, 1995, in the case of Blackston, Barber v. State of Alabama et. Al., Civil Action No 93-H-623-N, Middle District of Alabama, Northern Division."

193. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are well aware that the selection of Policy Studies, Inc., as the sole vendor to update the child support schedule, in a secret meeting, excluding Blackston and Barber, effectively voids both the 1995 Agreement and the 2003 Agreement.

194. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are well aware that freezing out Blackston and Barber from the vendor selection process would grant to the defendants absolute power to predetermine the final outcome of the 2004 Child Support Guideline's Review which would grant to the defendants a tremendous and unfair advantage over the plaintiffs and render the 1995 Agreement and the 2003 Agreement null and void.

195. The 2003 Agreement, ¶4(b) only allows Defendants State of Alabama, Houston,

Helms, Jackson and Maddox to enter into a contract with Policy Studies Inc., or some other “comparable entity.” The 2003 Agreement does NOT allow the defendants to make the choice of the entity to update the child support schedule.

196. Defendant Helms, acting alone, is unqualified to chose a vendor to update the child support schedule.

197. The choice of entities such as Policy Studies, Inc., or “some comparable entity” should have been made in a Committee meeting, scheduled within the three (3) months from 25 September 2003, as set forth in the 2003 Agreement, ¶4(a).

198. After the entity is chosen by the Committee according to the 2003 Agreement, ¶4(a) then the Defendants issue the Contract to update the child support schedule according to the 2003 Agreement, ¶4(b).

199. The 2003 Agreement requires Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox to include Blackston and Barber in selecting venders to update the child support schedule.

200. Plaintiffs Blackston and Barber understood during the 2003 settlement negotiations that Blackston and Barber would be included in selecting the vendor to update Alabama’s child support guidelines.

201. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox did not include or contact Plaintiffs Blackston and Barber in any Committee meeting or discussion or otherwise about any “comparable entity.”

202. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox did not contact any “comparable entity,” other than Policy Studies, Inc., that is qualified to update the

child support schedule.

203. The failure to include Blackston and Barber in selecting comparable entities to update the child support schedule breaches the 2003 Agreement ¶4(a-b) and constitutes “bad faith and fraud” by Defendants State of Alabama, Houston, Helms, Jackson and Maddox.

204. Additionally, Defendants State of Alabama, Houston, Helms, Jackson and Maddox violate the 2003 Agreement ¶4(a-b) and exhibit “bad faith and fraud” by the failure to solicit comparable entities and contracting with Policy Studies, Inc., without consulting qualified vendors or including Plaintiffs Blackston and Barber in selecting vendors to update the child support schedule.

205. Since 1993 the State of Alabama and those charged with reviewing Alabama’s child support guidelines follow a course of action to eliminate Blackston and Barber from the child support guideline reviews.

206. The Defendants knew that selecting Policy Studies, Inc., as the sole vendor to update the child support schedule is the primary reason for the 1999 lawsuit.

207. Once again, the Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox attempt to carry out the same arbitrary scheme to defraud and eliminate Blackston and Barber’s participation on the Committee, that occurred in the 1999 child support guideline’s review.

(iii). Scienter - false representation with intent to defraud

208. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox previously knew about the 1995 Agreement and the 2003 Agreement.

209. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox

previously knew, through the existence of two (2) Settlement Agreements, that Alabama's child support guidelines have NOT been reviewed since 1993 because of state defendants seeking to gerrymander the child support guideline's review by holding secret meetings and freezing out Blackston and Barber and the public from knowledge about the Committee activities and information.

210. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox were put on judicial notice by Committee members and experts in the child support update business, that Policy Studies, Inc.'s updated child support schedule was fraudulent and did not conform to federal guidelines for child support updates, both previously to the 12 March 2004 Committee meeting and during the 12 March 2004 Committee meeting.

211. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox knew about the 1995 Agreement and the 2003 Agreement and callously chose to disregard the agreements, seeking to force Policy Studies, Inc.'s updated child support schedule upon the Committee and to eliminate all competition against defendants position and to eliminate or minimize Committee deliberations that included Blackston and Barber.

212. The arbitrary and secret selection of Policy Studies, Inc., in 1999, to update the child support schedule was the "intense" anti father, anti non-custodial parent, anti National Congress for Fathers and Children's members, anti Blackston and Barber (because of NCFC affiliation) animus, by the State of Alabama, that caused the 1999 lawsuit, resulting in the 2003 Agreement.

213. The intense "anti Blackston and Barber" animus is behind all the decisions over the past several years that has prevented Plaintiffs Blackston and Barber's meaningful and appropriate participation on Alabama's child support guideline's reviews.

214. Now in 2004, the same arbitrary actions by Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox causes Policy Studies, Inc.'s updated child support schedule's acceptance in the same identical way the schedule was accepted in 1999.

215. During settlement negotiations for the 2003 Agreement, Plaintiffs Blackston and Barber were concerned that Policy Studies, Inc., was NOT the proper vendor to update the child support schedule because of Policy Studies, Inc.'s use of flawed data and conflict of interests.

216. Plaintiffs Blackston and Barber accepted the wording in ¶4(b) of the 2003 Agreement that "some comparable entity" would be considered in addition to Policy Studies, Inc., because "some comparable entity" means the Committee would search for a suitable alternative to Policy Studies, Inc., and Policy Studies, Inc., would have to stand on its own merits or be defeated by more qualified entities to update the child support schedule.

217. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are well aware that the selection of Policy Studies, Inc., as the sole vendor to update the child support schedule effectively voids both the 1995 Agreement and the 2003 Agreement.

218. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox are well aware that freezing out Blackston and Barber from the vendor selection process would grant to the defendants absolute power to predetermine the final outcome of the Alabama Child Support Guideline's Review which would grant to the defendants a tremendous and unfair advantage over the plaintiffs.

219. Choosing Policy Studies, Inc., as the sole vendor to update the child support schedule enables Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox to prearrange the controlling decisions of the Committee and set the mood for all Committee

deliberations to the detriment of Plaintiffs Blackston and Barber.

220. The 2003 Agreement, ¶4(b) only allows Defendants State of Alabama, Houston, Helms, Jackson and Maddox to enter into a contract with Policy Studies Inc., or some other “comparable entity.” The 2003 Agreement does NOT allow the defendants to make the choice of the entity to update the child support schedule.

221. Defendant Helms, acting alone, is unqualified to chose a vendor to update the child support schedule.

222. The choice of entities such as Policy Studies, Inc., or “some comparable entity” should have been made in a Committee meeting, scheduled within the three (3) months from 25 September 2003, as set forth in the 2003 Agreement, ¶4(a).

223. After the entity is chosen by the Committee according to the 2003 Agreement, ¶4(a) then the Defendants issue the Contract to update the child support schedule according to the 2003 Agreement, ¶4(b).

224. The 2003 Agreement requires Defendants Houston, Helms, Jackson, Gosa and Maddox to include Blackston and Barber in selecting venders to update the child support schedule.

225. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox proceed with a course of action to defraud Plaintiffs Blackston and Barber and Alabama’s non-custodial parents by reviewing Alabama’s child support guidelines based on Policy Studies, Inc.’s fraudulent data and holding a fraudulent 2004 child support guideline’s review, that breeches the 1995 Agreement and the 2003 Agreement and this Honorable Court’s Order and Final Judgement.

CLAIM III

FIRST AMENDMENT

(i). Freedom of Speech

226. Plaintiffs Blackston and Barber incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

227. Policy Studies, Inc., published the updated child support schedule entitled “Alabama Updated Child Support Schedule” on 25 February 2004 in written format and Adobe PDF format.

228. On 27 February 2004, Defendant Jackson mailed to all Committee members a Memo detailing the Contract with Policy Studies, Inc., proposing an update to the child support Schedule, with the written updated child support schedule attached.

229. The written updated child support schedule was furnished to each Committee member with the express requirement that the written updated child support schedule is “copyrighted” and only the Committee members had special permission from Policy Studies, Inc., to receive a copy.

230. Because Policy Studies, Inc.’s updated child support schedule was copyrighted, Plaintiffs Blackston and Barber were forced to deny their constituents and the general public of information necessary to make informed decisions about Alabama’s ongoing child support guideline’s review.

231. While Blackston and Barber were denied their right to disseminate information about Policy Studies, Inc.’s updated child support schedule, lawyers throughout the State of Alabama were given a copy of Policy Studies, Inc., updated child support schedule, including an electronic copy of the child support schedule in Adobe PDF format.

232. Plaintiffs Blackston and Barber were denied a copy of Policy Studies, Inc.'s updated child support schedule in Adobe PDF format.

233. The denial of Plaintiffs Blackston and Barber's right to disseminate information about Policy Studies, Inc.'s updated child support schedule to their constituents had a major impact on Blackston and Barber's ability to perform their duties as Committee members and keep their constituents informed about the Committee and denied Blackston and Barber's first amendment right to free speech.

234. Plaintiffs Blackston and Barber are intricately involved in child support issues through the National Congress for Father and Children and should have the same rights to information as divorce and child support lawyers in Alabama.

235. Plaintiffs Blackston and Barber and the public cannot make informed decisions or comments on Alabama's ongoing child support guideline's review without being given a chance to view ALL pertinent information concerning Policy Studies, Inc.'s updated child support schedule.

236. By virtue of Policy Studies, Inc., updated child support schedule being copyrighted and instructions NOT to make copies, Plaintiffs Blackston and Barber were prohibited from providing public information about Alabama's 2004 child support guideline's review to their constituents and the general public.

237. By denying Blackston and Barber the right to disseminate Policy Studies, Inc.'s updated child support schedule in written and Adobe PDF format to the public, Blackston and Barber were denied their first amendment rights to free speech and Blackston and Barber's ability to perform their duties as members of the Committee and keep their constituents informed about

the Committee is severely impaired.

CLAIM IV

FOURTEENTH AMENDMENT

ALABAMA CONSTITUTION, 1901, ARTICLE I, §6 & 13

(i). Equal Treatment

238. Plaintiffs Blackston and Barber incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

239. Policy Studies, Inc., published the updated child support schedule entitled “Alabama Updated Child Support Schedule” on 25 February 2004 in written format and Adobe PDF format.

240. On 27 February 2004, Defendant Jackson mailed to all Committee members a Memo detailing the Contract with Policy Studies, Inc., proposing an update to the child support Schedule, with the written updated child support schedule attached.

241. The written updated child support schedule was furnished to each Committee member with the express requirement that the written updated child support schedule is “copyrighted” and only the Committee members had special permission from Policy Studies, Inc., to receive a copy.

242. Plaintiffs Blackston and Barber were forced to deny their constituents and the general public information necessary to make informed decisions about Alabama’s child support guidelines.

243. While Blackston and Barber were denied their right to disseminate information about Policy Studies, Inc.’s updated child support schedule, divorce and child support lawyers throughout the State of Alabama were given a written copy of Policy Studies, Inc.’s updated child

support schedule and an electronically searchable copy of the updated child support schedule in Adobe PDF format.

244. The fact that divorce and child support lawyers throughout the State of Alabama were given Policy Studies, Inc.'s updated child support schedule while denying Blackston and Barber the right to disseminate the updated child support schedule to their constituents allowed divorce and child support lawyers, some who are also Committee members, a tremendous and unfair advantage over Blackston and Barber and their constituents in their ability to make informed decisions about Alabama's ongoing child support guideline's review and denied Blackston and Barber a meaningful part in the Committee deliberations on 11-12 March 2004.

245. The Policy Studies, Inc.'s updated child support schedule in written and Adobe PDF format should be open to the public, else the public is denied information necessary to make informed decisions about Alabama's ongoing child support guideline's review.

246. Policy Studies, Inc.'s updated child support schedule in PDF format greatly enhances the ability to search for information within the updated child support schedule and places anyone without the Adobe PDF formatted document at a tremendous disadvantage.

247. The Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox do not have a compelling interest or a rational basis to deny Blackston and Barber the Policy Studies, Inc.'s updated child support schedule in Adobe PDF format.

248. The fact that Plaintiffs Blackston and Barber were denied access to Policy Studies, Inc.'s updated child support schedule in Adobe PDF format is significant because the Committee is undergoing a rare child support guideline's review and Policy Studies, Inc.'s updated child support schedule is the central theme for discussion during the 11-12 March 2004 and 19 April

2004 Committee meetings.

249. Blackston and Barber and their constituents were denied the right to search the PDF formatted files containing Policy Studies, Inc.,’s updated child support schedule while divorce and child support attorneys were granted that right and thereby were denied equal treatment by Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox.

250. The denial of Blackston and Barber’s right to disseminate Policy Studies, Inc., child support schedule in Adobe PDF format to their constituents, while allowing divorce and child support lawyers within the state that right, had a major impact on Blackston and Barber’s ability to perform their duties as Committee members and denied Blackston and Barber’s their fourteenth amendment right to equal treatment.

251. Blackston and Barber were treated differently than lawyers that specialize in divorce and child support litigation within the State of Alabama and were treated differently than lawyers that specialize in divorce and child support litigation that are also members on the Committee.

252. Blackston and Barber are Committee members and are intrically involved in child support issues through the National Congress for Father and Children and should have the same rights to information as divorce and child support lawyers in Alabama.

253. Additionally, as Blackston’s alternate Committee member, Plaintiff Barber is entitled to information about the Committee and to participate in the Committee as an alternate member.

254. Barber must be included in the Committee’s review process in order to be up to date and informed in the event Blackston is absent and cannot attend the Committee meetings.

255. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to

notify Plaintiff Barber of the March 11-12, 2004 and the 19 April 2004 Committee meetings.

256. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to send any correspondence to Plaintiff Barber concerning the 11-12 March 2004 and the 19 April 2004 Committee meetings.

257. Plaintiffs Blackston and Barber were intentionally treated differently from others similarly situated by Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox's failure to convene the Committee within three (3) months from 25 September 2003, and selecting Policy Studies, Inc., as the sole vendor to update the child support schedule in a secret meeting that excluded Blackston and Barber and depriving Blackston and Barber from Policy Studies, Inc.'s updated child support schedule in Adobe PDF format and denying Blackston and Barber a right to disseminate Policy Studies, Inc.'s updated child support schedule to their constituents and excluding Barber from all correspondence about the Committee violates Blackston and Barber's equal protection, equal access to the Committee and equal treatment under the fourteenth amendment to the United States Constitution.

258. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox do NOT have a rational basis for treating Blackston and Barber differently and furthermore, the 1995 Agreement and the 2003 Agreement and this Honorable Court's Order expressly precludes the defendants from treating the plaintiffs differently.

a) Alabama Child Support Association's role in Committee review

259. The Alabama Child Support Association (ACSA,) held an ACSA 2004 Conference on 1-4 March 2004, just days before the Committee meeting on 11-12 March 2004.

260. Most of ACSA's members are also members on the Committee and/or some child

support collection and enforcement entity in the State of Alabama.

261. The By-Laws of the ACSA state, “The primary purpose of this corporation is to facilitate the improvement in and delivery of child support services in the State of Alabama.”

262. The Association membership is limited to those involved with the child support program in Alabama. Leadership of the Association rotates on a yearly basis between DHR and the district attorney members. Over the past 20 years, DHR staff, district attorneys and staff, and private attorneys have worked collaboratively to further these goals

263. The child support program grew within the State and so did the Association.

264. With continued support from both District Attorney’s and DHR, the Association became incorporated in 1991.

265. The President of ACSA is an **ex-officio member on the Committee**.

266. ACSA’s President is receiving special preferential treatment over the President of NCFC.

267. ACSA is a non-profit corporation the same as NCFC and should not be in any better position than any other non-profit corporation that deals with child support issues.

268. The fact that the Committee’s controlling leadership allows the President of ACSA and NOT the President of NCFC to be an ex-officio member on the Committee discriminates against the President of NCFC (Plaintiff Barber) and violates Plaintiff Barber’s equal protection and equal treatment rights under the fourteenth amendment.

269. Additionally, Policy Studies, Inc.’s updated child support schedule had been completed on 27 February 2004, by the time of ACSA’s 2004 Conference on 1-4 March 2004.

270. Plaintiffs Blackston and Barber believe a conscience decision to approve Policy

Studies, Inc.'s update to the child support schedule was made at the ACSA 2004 Conference before the Committee convened on 11-12 March 2004.

271. The Committee's 2004 child support guideline's review ends up being nothing more than a token resemblance of a child support guideline's review, to satisfy a decision previously made in secret meetings and merely to satisfy the public and give the appearance that the review process is above board and fair to all citizens.

272. ACSA's prearranged knowledge of Policy Studies, Inc.'s updated child support schedule violates Plaintiffs Blackston and Barber's right to equal information, equal access to Committee, equal protection and equal treatment under the fourteenth amendment to the U.S. Constitution.

(ii). Equal Protection

273. To qualify for federal Public Assistance Funds the State of Alabama must review the state's child support guidelines according to federal requirements.

274. The State of Alabama has an additional burden - that is to comply with fully enforceable Agreements between the State of Alabama, James R. Blackston and Bradley W. Barber as set forth in the 1995 Agreement and the 2003 Agreement.

275. The 1995 Agreement and the 2003 Agreement set forth affirmative duties the defendants must perform according to CONTRACT.

276. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to convene a Committee meeting within three (3) months of 25 September 2003 in violation of the 2003 Agreement, ¶4(a).

277. In violation of the 2003 Agreement, ¶4(a-b), Defendants State of Alabama, Houston,

Helms, Jackson, Gosa and Maddox prearranged for Policy Studies, Inc., to monopolized the 2004 child support guideline's review by prearranging Policy Studies, Inc., as the sole vendor to update the child support schedule in a secret, closed meeting.

278. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to properly notify Plaintiff Barber and the public about the public meetings held by the Committee on 11-12 March 2004, in violation of the 2003 Agreement, ¶3(b).

279. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to properly convene the required official meeting of the Committee and public hearings within six (6) months from 25 September 2003 by failing to assemble a proper quorum in violation of the 2003 Agreement, ¶4(c).

280. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to select a proper venue for Committee meetings held on 11-12 March 2004 and 19 April 2004.

281. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to properly select a cross section of Committee members from all entities concerned with updating Alabama child support guidelines.

282. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox padded the Committee with unqualified individuals.

283. The Committee is made up of judges, lawyers and DHR employees, none of which are trained and educated in forensic or business economics.

284. None of the Committee members are economics or tax experts and are totally unqualified to make the financial decisions about Alabama's child support guidelines, concerning economic data or the cost of raising children.

285. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to protect Plaintiff Barber's rights under 2003 Agreement as an alternate member on the Committee by not sending any correspondence or notices about the Committee, in violation of the 2003 Agreement, ¶3(b).

286. Acting under color of state law, Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to protect Blackston and Barber's contractual rights under the 1995 Agreement and the 2003 Agreement, thereby violating their constitutional rights to equal protection.

287. Plaintiffs Blackston and Barber were intentionally treated differently from others similarly situated and Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox do NOT have a rational basis for the difference in treatment.

(iii). Due Process - took action without chance to be heard

288. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox initiated the 2004 child support guideline's review without Blackston and Barber's knowledge or participation.

289. The secret process to chose Policy Studies, Inc., as the sole vendor to update the child support schedule breeches the 1995 Agreement and the 2003 Agreements.

290. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox unilaterally chose to contract with Policy Studies, Inc., to update the child support schedule without Blackston and Barber's input or knowledge.

291. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox took premature actions that violated Blackston and Barber's contractual rights without giving

Blackston and Barber a chance to respond or object to Policy Studies, Inc.'s exclusive contract in total disregard to the 2003 Agreement, ¶4(b) that clearly states "comparable entities" must be considered to provide an update of the child support schedule.

292. The failure of Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox, acting under color of state law, to convene a Committee meeting within three (3) months, from 25 September 2003, the failure to convene Committee meetings and public hearings within six (6) months from 25 September 2003, the failure to solicit comparable entities and include Blackston and Barber in the vendor selection process to update the child support schedule and failing to properly open the Committee meetings to the public and provide records on the vendor selection process violates Plaintiffs Blackston and Barber's due process rights under the fourteenth amendment of the U.S. Constitution and the Alabama Constitution, 1901, §§6 & 13.

293. Plaintiffs Blackston and Barber were intentionally treated differently from others similarly situated and Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox do NOT have a rational basis for the difference in treatment.

CLAIM V

ALABAMA'S OPEN MEETINGS LAW

CODE OF ALABAMA, 1975, §13A-14-2

294. Plaintiffs Blackston and Barber incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

295. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox agreed to open the Committee meetings to the public in the 2003 Agreement, (See Exhibit B, pg. 5, ¶4(c))

296. A Committee meeting was scheduled for 11-12 March 2004 and 19 April 2004.

297. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox did not give proper public notice of the 11-12 March 2004 Committee meetings, thereby closing the 11-12 March 2004 Committee meetings to the public.

298. Several members of the Committee complained about having to attend the Committee meetings on 11-12 March 2004.

299. Defendant Jackson used the 2003 Agreement to compel the attendance of ALL committee members and sent a copy of the 2003 Agreement to every member and also informed ALL Committee members that the 2003 Agreement “is now binding upon the Committee.”

300. Eleven (11) Committee members attended the public hearings on 11 March 2004 and twelve (12) Committee members attend the Committee meeting on 12 March 2004.

301. Four (4) of the Committee members attending the Committee meeting on 12 March 2004 did not show for the public hearings held on 11 March 2004.

302. The members that failed to show for the March 11, 2004, public hearing participated in the March 12, 2004 without hearing the public’s comments.

303. Not enough Committee members were present on March 12, 2004 to discuss the public’s input and the Committee failed to assemble a proper quorum, however the Committee continued to conduct Committee business without a proper quorum.

304. Members of the Committee NOT in attendance at the public hearing exhibited callous disregard for the public’s comments by failing to show for the public hearings on March 11, 2004 and were, therefore, unqualified to vote on Committee decisions on March 12, 2004.

305. Committee business and decisions conducted without public input, closed the doors to the public for purposes of the 11-12 March 2004 Committee meetings.

306. Committee members, to be qualified to vote on Committee business, must be present at ALL Committee meetings therefore, only eight (8) members out a total of twenty-two (22) remain qualified to make decisions and vote on Committee business.

307. The failure by the defendants to correct the intentional disregard by some Committee members to ignore the public's comments is significant because Constitutional principles and federal laws on child support guideline's reviews and Alabama's open meetings law place a high weight on the public's right to comment on issues of public concern.

308. Conducting Alabama's ongoing child support guideline's review absent the public's input is significant because absent the public's input, Alabama's child support guidelines are unconstitutional on due process grounds.

309. The Committee's public hearing on 11 March 2004 and the Committee meeting on 12 March 2004, did not constitute a proper quorum and the defendants did not correct the deficiencies in the quorum.

310. Defendant Gosa, chairman of the Committee did not correct the deficiencies in the quorum therefore the improperly formed Committee meetings on 11-12 March 2004 are a breach of the 2003 Agreement, ¶4(c) for the failure to convene the Committee within six (6) months from September 25, 2003. and effectively closed the Committee meeting's to the public.

311. In a memo, dated 20 February 2004, Alex Jackson details the requirements for the 11-12 March 2004 Committee meetings.

312. The Committee meetings on 11-12 March 2004 were held in Montgomery, Alabama at the Alabama Judicial Building.

313. The Alabama Judicial Building is NOT a public building and entrance to the building

is strictly controlled by sheriff's deputies and the general public is prohibited from entering, at the point of a gun, without good reason and after entering citizens are restricted from access to most of the building.

314. Additionally, all speakers were required to register in advance and were allowed ten (10) minutes to speak.

315. All persons wishing to speak before the Committee were placed on a list that was given to the Marshall of the Supreme Court prior to the public hearing.

316. The requirements further specified "that if persons wishing to speak before the Advisory Committee intend to bring other persons to the public hearing, the names and addresses of these persons must be provided in the written request to Mr. Jackson."

317. The above restrictions do NOT describe a free and open public hearing.

318. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to notify major television and radio about the public meetings on 11-12 March 2004 and 19 April 2004, the major television and radio stations across Alabama did not announce the public meetings.

319. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox failed to notify major newspapers across Alabama about the public meetings on 11-12 March 2004 and 19 April 2004, the major newspapers across Alabama did not announce the public meetings in a way that would inform Alabama citizens about the public meetings and their right to attend.

320. Because Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox's failed to notify the public about the Committee meetings held on 11-12 March 2004,

only a token representation of Alabama citizens were present for the public hearings.

321. Holding the Committee meetings, under armed guard, in the Alabama Judicial Building and unfairly restricting public access as described above, unduly chills the public's desire and ability to participate in the 2004 child support guideline's review process and breeches the spirit and good faith intentions of the 2003 Agreement, ¶4(c).

322. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox, acting under color of state law, placed such strict requirements on potential speakers and guests that such restrictions effectively closed the doors to the public meetings.

323. The Defendants' failure to notify the public about the public hearings and by placing impossible and illegal restrictions upon speakers and guests and holding the Committee meetings in an improper venue, effectively closed the doors to the public and breeches the 2003 Agreement, ¶4(c) and Alabama's Open Meetings Law, Code of Alabama, 1975, §13A-14-2.

CLAIM VI

ALABAMA'S OPEN RECORD'S LAW

CODE OF ALABAMA, 1975, §36-12-40

324. Plaintiffs Blackston and Barber incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

325. Defendants State of Alabama, Houston, Helms, Jackson and Maddox claim in a 20 February 2004 memo that, "In order to prepare for another review of the Guidelines and the Schedule, Randy Helms, the Administrative Director of Courts, sent a request for proposal to assist him in reviewing and updating the Schedule to over 1,100 vendors, supplied by a list from the Division of Purchasing of the State Finance Department containing names of consultants and

cost estimators, as well as five other persons or entities who have dealt with updating other States' Child Support Guidelines and a list obtained from the Internet of 29 colleges and universities.

326. During the investigation phase of the instant case, Defendants Helms, Jackson and Maddox misrepresented the truth to investigators about the existence of the above 1,100 vendors and five other persons or entities who have dealt with updating other States' Child Support Guidelines and a list obtained from the Internet of 29 colleges and universities around the State of Alabama with economics departments.

327. When asked to produce the correspondence sent to the 1,100 vendors mentioned above, Defendants Houston, Helms, Jackson, Gosa and Maddox could not or refused to produce any correspondence sent to the 1,100 vendors.

328. When asked to produce the correspondence sent to the 29 colleges and universities mentioned above, Defendants Houston, Helms, Jackson, Gosa and Maddox could not produce any correspondence sent to the 29 colleges and universities around the State of Alabama.

329. By misrepresenting that 1,100 vendors, supplied by a list from the Division of Purchasing of the State Finance Department were solicited to update the child support schedule and failing to produce any correspondence to the 1,100 vendors, Defendants State of Alabama, Houston, Helms, Jackson and Maddox violated the 2003 Agreement, ¶4(b).

330. By misrepresenting that 29 colleges and universities around the State of Alabama were solicited to update the child support schedule and then could not produce any correspondence sent to the 29 colleges, violated the spirit and good faith provision of the 2003 Agreement.

331. Defendants Houston, Helms, Jackson, Gosa and Maddox's failure or refusal to provide the correspondence above is in violation of Alabama's Open Records Act. Code of Alabama, 1975, §36-12-40 (Open Records Law) and deprives Blackston and Barber from public information needed to make informed decisions about Alabama's ongoing child support guideline's review.

CLAIM VII

ALABAMA'S CHILD SUPPORT GUIDELINES ARE UNCONSTITUTIONAL

332. Plaintiffs Blackston and Barber incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

333. Plaintiffs Blackston and Barber specifically challenge the constitutionality of Alabama's Child Support Guidelines, ARJA, Rule 32.

334. The Committee is presently reviewing Alabama's child support guidelines which were originally promulgated as Rule 32 of the Alabama Rules of Judicial Administration in order to qualify for receipt of funds appropriated by Congress under the Federal Family Support Act and to satisfy requirements of the 2003 Agreement, ¶4(a-c).

335. Plaintiff Blackston is a Committee member Plaintiff Barber is an alternate Committee member.

336. Alabama's Child Support Guidelines are unconstitutional for the following reasons.

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(i). Alabama's Child Support Guidelines contain Irrebuttable Presumptions

⁶ Alabama's Child Support Guidelines can be made constitutionally sound by hiring true economics experts to review the guidelines. Qualified organizations to solicit true economics experts are the National Association of Forensic Economics and the National Association for Business Economics.

337. Alabama's Child Support Guidelines contain irrebuttable presumptions in violation of due process and federal child support guideline's law set forth in 42 USC §667 and 45 CFR §302.56.

338. Alabama must consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from the guidelines.

339. Alabama, in establishing and updating, Alabama's child support guidelines did not analyze case data, gathered through sampling or other methods, on the application of, and deviations from the guidelines.

340. The analysis of the data must be used in the State's review of the guidelines to ensure that deviations from the guidelines are limited.

341. The State of Alabama's failure to analyze case data deprives the Committee of available case data and prevents the Committee from reviewing Alabama's child support guidelines according to federal child support guideline's review standards and creates irrebuttable presumptions within Alabama's child support guidelines.

342. Child support guidelines based on irrebuttable presumptions and fraudulent review procedures and non-existent data, violate due process requirements of the fourteenth amendment.

(ii). Both parents have equal duty to support children - equal protection

343. The equal protections of the U.S. Constitution require that the divorced or separated parents of children have an equal duty to support their children.

344. Alabama's Child Support Guidelines place all the burden of supporting children on the non-custodial parent through threats of incarceration.

345. Alabama child support officials claim child support is all for children, and it is impossible to do too much for children, so the higher child support is, the more appropriate it is.

346. Alabama's Child Support Guidelines use child support as the means of funding bureaucratic power.

347. Alabama's Child Support Guidelines transfer wealth from the non-custodial parent to the custodial parent.

348. Alabama's Child Support Guidelines are used to "help women" by exploiting men.

349. These various subjective standards are sometimes disguised behind the ominous label of "public policy." The danger posed by such subjective standards is that they are all in one way or another selfish, unjust, and against the public interest.

350. The Federal Family Support Act, therefore, is properly read to say that child support guidelines must be presumptions which fairly tend to indicate awards based on the constitutional standard of child support, or, in other words, on the equal duty of both father and mother to provide for the reasonable needs of their children on an ability-to-pay basis and anything less violates the equal protection and equal treatment provision of the fourteenth amendment.

(iii). Irrebuttable presumptions and appropriate awards

351. An award is legally "appropriate" under 42 USC §667(a)-(b)(1) and 45 Code of Federal Regulations, §302.56(e), if the amount ordered represents the obligor's fair share of the actual costs of raising the child, measured in light of his or her income and resources.

352. Alabama's Child Support Guidelines's legal presumptions are not liberally rebuttable so that deviation from or setting aside the presumption is allowed whenever it is shown that the presumed facts do not fairly approximate or conform to the proper legal objective.

353. Alabama's Child Support Guidelines's presumptions are arbitrary. Even if Alabama's Child Support Guidelines's presumptions are rebuttable, there must still be a reasonable relationship between the basic facts and the presumed facts, otherwise such presumption is null and void.

354. Alabama's Child Support Guidelines do not conform to the Code of Federal Regulations. 45 CFR §302.56(h) demands that child support guidelines be founded upon, not any use of any economic data, but *correct use of authentic economic data on the actual cost of raising children*, including the use of case studies, to assure that they will be as accurate as possible in identifying in the generality of the cases the amount to be paid by the obligor on the assumption that **both father and mother have an equal duty to pay for the actual cost of raising their children in proportion to the resources available to each.**

355. Alabama's Child Support Guidelines contain irrebuttable presumptions and the amount of child support ordered does not represent the obligor's fair share of the actual costs of raising children and therefore violates the equal protection and equal treatment provisions of the fourteenth amendment.

(iv). "Income Shares Model" Deficiencies in Alabama's Child Support Guidelines

356. Several deficiencies of the "income shares" child support guidelines, developed by Policy Studies Inc., and adopted for use in the State of Alabama, can be readily identified for purposes of illustration:

357. Alabama's Child Support Guidelines wrongly assumes that the joint income of the parents yields the same amount of available income to support their children. In fact, the overhead incurred for two households is higher: before there was one mortgage or rent payment, but after

divorce there are two, etc.

358. Consequently, divorce means less income available for support of the children, and, in such a situation, the parents will naturally spend somewhat less on their children even while meeting their basic and other special needs.

359. By use of intact family data, the actual costs of raising the children in post-divorce situations is overestimated.

360. Alabama's Child Support Guidelines assume that the custodial parent incurs all costs of raising the child, and ignores the frequently substantial costs incurred by the non-custodial parent.

361. Alabama's Child Support Guidelines misrepresent the truth when it says that these guidelines take these costs of the non-custodial parent into account, and factors them into the equation.

362. Alabama's Child Support Guidelines estimate the cost of raising a child by an inappropriate method. Instead of calculating the cost of the children directly by determining the actual increase in the family budget, these "income shares" guidelines reckon the increase by assuming that the cost of the children will be whatever additional income is needed to keep the cost of food at the same percentage of the household budget that it was before the children were born.

363. But it is now known that this "indirect method" overestimates what it really costs to raise children. For a child, food is a larger part of his cost of living than for an adult, and items other than food are a greater part of the budget of an adult than for a child. This difference helps explain why Alabama's Child Support Guidelines overestimates the cost in raising children.

364. Over estimating the cost of raising children, by incorporating the “Income Shares Model” developed by Robert Williams, Policy Studies, Inc., into Alabama’s child support guidelines violates the due process provisions of the fourteenth amendment.

(v). Child Related Tax Benefits

365. Alabama’s Child Support Guidelines used in the State of Alabama does not properly and adequately consider child-related tax benefits as an economic "cost offset" of the parent who receives them, yet these benefits are very often a significant resource in raising children as a practical matter.

366. In order to accommodate this reality, the parent not receiving these child-related tax benefits must be given the benefit of an appropriate adjustment calculated according to a proper economic formula.

367. Alabama’s Child Support Guidelines gives the entire child credit, tax deduction to the custodial parent and totally disregards expenditures by the non-custodial parent entitling the non-custodial parent to share in the tax credit.

368. Alabama’s Child Support Guidelines misrepresent the truth when it says that the guidelines used in the State of Alabama take these benefits into consideration.

369. Alabama’s Child Support Guidelines are not based on correct use of authentic economic data on the actual cost of raising children.

370. Because Alabama’s Child Support Guidelines are not based on correct use of authentic economic data to estimate the actual cost of raising children, and does not apportion the burden fairly between both parents according to their resources, and fails to fairly apportion the tax benefits equally between parents, Alabama’s Child Support Guidelines are not valid under the

Federal Family Support Act and violate the equal protection and equal treatment provisions of the fourteenth amendment.

(vi). Federal Child Support Guidelines Regulations

371. Plaintiffs Blackston and Barber challenge Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox's operation of the Committee violates federal child support guidelines review procedures enumerated in 45 C.F.R. 302.56 to the detriment of Plaintiffs Blackston and Barber's right to due process, equal treatment, equal protection.

372. The Family Support Act of 1988 (Public Law 100-485) allows States to receive funding under Title IV-D of the Social Security Act, if they meet certain requirements. One condition is that the State must "establish one set of guidelines by law or by judicial or administrative action for setting and modifying child support award amounts within the State." [45 CFR 302.56(a); 42 U.S.C. 667(a).]

373. Under 45 CFR §302.56, Congress gave States a basic framework for their child support guidelines. At a minimum, guidelines were designed to do the following:

- a) Be based on specific descriptive and numeric criteria;
- b) Compute an actual and appropriate child support amount;
- c) Be used in both judicial and administrative proceedings;
- d) Be a rebuttable presumption of the correct level of support for a child under the particular circumstances; and
- e) Provide for a child's health care needs by means of health insurance coverage or another arrangement.

374. To ensure the continued effectiveness of state's child support guidelines, States

would have to evaluate them periodically. Congress sought to guarantee guideline review by requiring an evaluation at least once every 4 years. If the guideline review indicated the need for change, the State was to amend its guideline accordingly.

375. During these reviews, States were to examine the structure and use of their guideline formulae as well as to "consider economic data on the cost of raising children and analyze case data, gathered through sampling or other methods, on the application of, and deviations from, the guidelines."

376. Defendant State of Alabama's operation of the Committee fails to comply with 45 CFR 302.56 for the foregoing reasons, set forth in Claim I, (contempt,) Claim II, (breach of contract,) Claim III, (first amendment,) Claim IV, (fourteenth amendment,) Claim V, (open meetings,) Claim VI, (open records.)

377. Child support awards based on guidelines that were engineered through fraud and bad faith, cannot be an appropriate award of child support as required by 45 CFR 302.56.

378. The policy in Alabama on child support guidelines, as applied to those that are obligated to pay child support, in real life, is one of hatred, prejudice, disdain, contempt, loathsomeness and undeserving of any constitutional or moral rights.

379. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox's fraudulent operation of the Committee will artificially inflate the State of Alabama's coffers with increased federal tax dollars through federal child support incentive payments, based on artificially and fraudulently inflated increases in child support collections.

380. Defendants State of Alabama, Houston, Helms, Jackson, Gosa and Maddox's actions will grossly and unfairly inflate child support awards against Alabama's non-custodial

parents and create an unconscionable atmosphere for Alabama families to raise their children.

381. The Committee's 2004 child support guidelines review does not contain a cross section of experts such as economics and tax experts in accordance with the federal guidelines for state plans for collection and enforcement of child support.

382. The Federal Government set two requirements for State guideline reviews. Every four (4) years, States must (1) analyze case data related to the application of and deviations from the guidelines and (2) consider economic data related to the cost of raising children and analyze the state's case law data. 45 CFR 302.56(h).

383. Despite such minimal requirements, the 2004 child support guidelines review fails to establish constitutionally sound child support guidelines in violation of the due process, equal protection and equal treatment provisions of the fourteenth amendment.

384. The 2004 child support guideline's review fails to adhere to the federal child support guideline's regulations, 45 CFR §302.56 and 42 USC §667(a)-(b)(1) and therefore, are also in violation of the fourteenth amendment, due process, equal protection and equal treatment.

(vii). Robert Williams, Policy Studies, Inc. Child Support Collection Entrepreneur

385. The State of Alabama uses a child support guideline derived from a proposal developed by child support collection entrepreneur Robert G. Williams, of Policy Studies, Inc., known as the *Income Shares model*.

386. The model has received continuous criticism since its adoption as one that is arbitrarily contrived, not based on any valid economic evidence, and because it does not correspond to any set of rational principles for making a child support award.

387. The *Schedule of Basic Child Support Obligations*, as it is referred to, is a table of

numbers. In making a child support decision, the court is instructed to use the parents' combined income to look up a number in the table.

388. The corresponding number is presumed to be the dollar amount that the parents should spend on their children. (It can then be adjusted for various reasons.) The "basic obligation" for the payer is part of that amount in proportion to the payer's income.

389. Alabama's Child Support Guidelines, A.R.J.A., Rule 32 says the following to describe the table.

390. The Schedule of Basic Child Support Obligations was developed through research sponsored by the National Center for State Courts and is based on extensive economic research on the cost of supporting children at various income levels.

391. The National Center for State Courts has never sponsored development of a *Schedule of Basic Child Support Obligations* based on extensive economic research on the cost of supporting children at various income levels.

392. As a matter of fact, they have never sponsored extensive research on any aspect of child support guideline design, with the exception perhaps of state by state reviews of political decisions. Certainly nothing however, of a technical or scientific nature.

393. The "extensive economic research" claimed by the State of Alabama, in Rule 32, is nothing more than a proposal for design of guidelines by child support collection entrepreneur, Robert Williams, Policy Studies, Inc.

394. Williams did incorporate the results from a "cost of raising children" study in his proposal. A far cry from "extensive economic research," Williams relied on a single study that was unrelated to the child support award question.

395. The study was conducted over a summer by a sociology professor, Thomas Espenshade, who had no previous experience in making such estimates, and his work has not since received any positive recognition from the scientific community.

396. Espenshade has not himself received much criticism for the work. Other than its use by Williams in recommending values for child support tables, his work on estimating the cost of raising children has not received much attention at all.

397. A far, far cry from "extensive economic research," Espenshade apparently sought to get his feet wet in something new over a summer break. **Espenshade isn't even an economist.** His specialty is immigration and NOT families or children.

398. Espenshade's study was not about making child support awards. He did not have the data or methods necessary to calculate what parents at different income levels spend on children.

399. Espenshade presented results that in quantitative detail have no validity, but his final purpose and point were quite simple.

400. The fact that his study was not about child support awards, and that he did not push his numbers for such political use renders his study and the resulting Williams Income Shares Model for establishing child support awards unconstitutional on due process and equal protection grounds.

401. Espenshade wanted to help train parents, and particularly those parents who had little to no experience dealing with their own financial issues. This would include immigrants from poor countries and even young parents in the United States.

402. Espenshade's study, although providing speculative inaccurate numbers, made a simple, but important point. If you have children, it will cost you. He didn't really know how

much.

403. Alabama's child support guidelines, based on Williams, Income Share Model, is therefore based upon speculative inaccurate numbers and is unconstitutional on due process and equal protection grounds.

404. For example, you get married and the two of you have enough to buy a sports car. You want the sports car but you are also considering having a child right away. Espenshade's results say that if you have the child, it may be impractical to buy the sports car. In concept, the difference between being able to afford the sports car if you don't have the child, and not if you do, is what Espenshade defines as the "cost of raising children."

405. In fact, Espenshade compared expenditure on food in proportion to the number of family members between couples with and without children. What he chose to view as the standard of living difference between couples with and without children represented his cost of raising children.

406. This aspect of the method itself receives criticism even from those who believe any such comparisons can produce worthwhile results.

407. Williams, Income Share Model, is the basis for Alabama's Child Support Guidelines and is based on income and expenditures from intact families including speculative inaccurate numbers and is unconstitutional on due process and equal protection grounds.

408. The data available for his study did not contain the information needed to determine what parents spend on children.

409. Espenshade put a fudge factor into his equation to produce his result. The numeric result is not a statistical result based on the data.

410. The result is not how much parents spend on children. The result is not accurately described as the cost of raising children.

411. The result is primarily a result of his method and his fudge factor, not the data, and is not a reflection of anything concrete.

412. Alabama's Child Support Guidelines, based on Williams, Income Share Model, is therefore based upon speculative inaccurate numbers and includes a constitutional prohibitive fudge factor in his equation to produce his result and is unconstitutional on due process and equal protection grounds.

413. Again however, Espenshade's results have not received much criticism. His study has not received much attention at all, except in the political context created by Robert Williams.

414. Espenshade never claimed to have produced a set of numbers appropriate for use in child support guidelines.

415. Alabama's Child Support Guidelines, based on Williams, Income Share Model, is politically motivated rather than based upon sound scientific research and based upon speculative inaccurate numbers and is unconstitutional on due process and equal protection grounds.

416. Williams actively pursues states to contract as the defacto child support collection agency for the State. In so doing, Williams has a personal interest in inflating the child support guidelines table and creates an extreme conflict of interest actionable under the fourteenth amendment, due process and equal protection standards.

417. Alabama's Child Support Guidelines also claims that the "extensive economic research" on which their table is based, is *on the cost of supporting children at various income levels*.

418. Espenshade was not able to refine his results to differences in spending at different income levels. He did not select a different fudge factor for various income levels. He produced a table of percentages of the amount of total spending by intact families, which he attributed to the "cost of raising children."

419. Alabama's Child Support Guidelines, based on Williams, Income Share Model, derived from Espenshade's flawed studies, is therefore based upon speculative inaccurate numbers derived from a table of percentages of the amount of total spending by intact families and is in no way indicative of the cost of raising children in single parent homes and is unconstitutional on due process and equal protection grounds.

420. The effect of the data on his results was so small that the difference in the percentage between low-income families and high-income families was insignificant. In other words, his detailed numeric results were saying that a wealthy family will suffer the same percentage standard of living loss to raise two children as a poor family.

421. This in no way reflects reality, but only the fact that the same method and fudge factor were applied regardless of the income level. The result illustrates that the family spending data used had very little effect on the result.

422. Alabama's Child Support Guidelines, based on Williams, Income Share Model, is therefore based upon unrealistic numbers and the scenarios and make-believe data used in Espenshade's study does not exist in real life and is unconstitutional on due process and equal protection grounds.

423. The use of Espenshade's results in child support guidelines is apparently more the fault of Robert Williams than of Espenshade himself. However, both Espenshade and his publisher

do deserve some measure of blame.

424. In his book on the study, *Investing in Children*, Dr. Espenshade goes to great lengths explaining what he would like to achieve in his study. It is clear that he wants to provide accurate information on what children cost parents. He discusses his methodology in somewhat philosophical not scientific ways, expressing the logic of what he is trying to do.

425. He does not however, explain that he has failed to do it. He does not mention the inclusion of a fudge factor in obtaining his final results. As unsatisfactory as his attempt was, he does not tell the reader.

426. He does in fact mention the possibility of applying results of studies such as his to the problem of making appropriate child support awards.

427. Constitutional sound child support guidelines cannot be based upon fudge factors and unsupported research such as Dr. Espenshade describes in his book, *Investing in Children*.

428. The choice to recommend child support tables related to Espenshade's results was made by Robert Williams of Policy Studies, Inc.

429. It is clear that the results were not realistic enough for use in anything but casual conversation; to make more of a non-quantitative point.

430. Or as University of Chicago economist Edward Lazear put it (less delicately);

. . . the presumption that underlies the focus of much of the empirical research and policy debate on income distribution [spending within families] seems born of ignorance and is supported by neither theory nor fact.

431. Alabama's Child Support Guidelines, based on Williams, Income Share Model, is NOT based upon empirical research and is based more on ignorance and is unsupported by theory

or fact and is unconstitutional on due process and equal protection grounds.

432. Alabama's Child Support Guidelines, based on Williams, Income Share Model is NOT the appropriate award for child support and violates 45 CFR 302.56(h).

433. The "cost of raising children" is that a particular family cannot afford to buy the sports car they wanted because they are providing for a child's needs instead. The result of having a child in that situation is that the parents, living together in an intact family, cannot afford the sports car.

434. But in application in child support guidelines, Williams claims that the mother only needs to divorce.

435. Her ex-husband will then owe her enough to take care of the child and his share of the cost of buying the sports car to boot -- to bring them to the standard of living they would have had together if they had not had children.

436. That, in the application of Espenshade's conceptual theory is what it would take for one parent to reimburse the other for "the cost of raising children."

437. Alabama's Child Support Guidelines misrepresents the numbers used in their child support tables.

438. Alabama's Child Support Guidelines is not *based on extensive economic research on the cost of supporting children at various income levels.*

439. Even if the above statement were true, the goal it represents does not correspond to any rational view on calculating an appropriate child support award and violates 45 CFR 302.56(h) and is unconstitutional on due process and equal protection and equal treatment grounds.

Wherefore premises considered the plaintiffs respectfully request that:

1. Plaintiffs seek an order to show cause, from the court that entered the ORDER AND FINAL JUDGMENT, dated 24 December 2003 and that retained jurisdiction over it, why the defendants should not be held in civil and criminal contempt for violations of the ORDER AND FINAL JUDGMENT.

2. Plaintiffs seek restitution under breach of contract and 42 U.S.C. 1983 et seq.

3. Plaintiffs Blackston and Barber demand jury trial on all issues according to Rule 38.

4. Each plaintiff demands compensatory and punitive damages commensurate with the degree of harm suffered by the plaintiff, an amount to be determined by jury.

5. Each plaintiff prays for such other, further and different relief to which he may be entitled and for general relief.

Respectfully submitted on,

DATED this, the 12th day of April 2004.

James R. Blackston

Bradley W. Barber

Plaintiff's Address

James R. Blackston
3262 Tyrol Lane
Vestavia, Al 35216-4252
205-822-9121

Bradley W. Barber
4732 Hand Lane

Gardendale, Ala 35071-4732
205-631-9733

Defendant's Address

State of Alabama
Office of the Attorney General
Honorable Troy King
11 South Union Street
Montgomery, Ala. 36130-0001
334-242-7300

Alabama Supreme Court
Chief Justice Gorman Houston
300 Dexter Avenue
Montgomery, Al. 36104-3741

Administrative Office of Courts
Director Randy Helms
300 Dexter Avenue
Montgomery, Ala 36104-3741
1-800-392-8077

Committee on Child Support
Guidelines and Enforcement
District Judge L. E. Gosa
330 First Street, N. E.
Vernon, Alabama 35592
205-695-9427

Alex Jackson
300 Dexter Avenue
Montgomery, Al. 36104-3741

Bob Maddox
Administrative Office of Courts
300 Dexter Ave
Montgomery, Al 36130-0101
1-800-392-8077

VERIFICATION

I, James R. Blackston, am the plaintiff in the above entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief; and, as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 12th day of April 2004 at Birmingham, Alabama.

James R. Blackston

I, Bradley W. Barber, am the plaintiff in the above entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief; and, as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 12th day of April 2004 at Birmingham, Alabama.

Bradley W. Barber

STATE OF ALABAMA)

) **ACKNOWLEDGMENT**

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that James R. Blackston and Bradley W. Barber, whose names are signed to the foregoing Petition and who is known to me, acknowledged before me on this date, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of April 2004.

(SEAL) _____
Notary Public

CERTIFICATE OF SERVICE

I, James R. Blackston and Bradley W. Barber, the undersigned, do hereby certify that, We have this day served a copy of the Verified Complaint, including exhibits and Request for Waiver of Service of Process, on all defendants by placing a copy of the same in the United States Mail, postage prepaid and properly addressed on the 12th day of April 2004.

James R. Blackston
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205-822-9121

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