

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

----- X

MELISSA BUCK; CHAD BUCK; SHAMBER :
 FLORE; ST. VINCENT CATHOLIC :
 CHARITIES, :
 :
 :
 Plaintiffs, :
 :
 :
 v. :
 :
 ROBERT GORDON, in his official capacity as :
 the Director of the Michigan Department of :
 Health and Human Services; HERMAN :
 MCCALL, in his official capacity as the :
 Executive Director of the Michigan Children’s :
 Services Agency; DANA NESSEL, in her :
 official capacity as Attorney General of :
 Michigan; ALEX AZAR, in his official capacity :
 as the Secretary of the United States Department :
 of Health and Human Services; UNITED :
 STATES DEPARTMENT OF HEALTH AND :
 HUMAN SERVICES, :
 :
 Defendants. :
 ----- X

No. 1:19-cv-00286-RJJ-PJG

HON. ROBERT J. JONKER

MOTION TO INTERVENE

ORAL ARGUMENT REQUESTED

EXPEDITED CONSIDERATION REQUESTED

Kristy Dumont and Dana Dumont (collectively, “the Dumonts”) respectfully move this Court under Federal Rules of Civil Procedure 24(a)(2) and (b)(1) for leave to intervene in the above-captioned action (the “Action”) for the reasons below and explained more fully in the brief filed in support of this motion (the “Motion”) and the Proposed Answer attached hereto as Exhibit A.

1. The Dumonts respectfully seek intervention as of right in this Action. Fed. R. Civ. P. 24(a)(2). The Dumonts satisfy the four required prongs for intervention as of right:

“(1) that the motion to intervene was timely; (2) that they have a substantial legal interest in the subject matter of the case; (3) that their ability to protect that interest may be impaired in the absence of intervention; and (4) that the parties already before the court may not adequately represent their interest.” *Grutter v. Bollinger*, 188 F.3d 394, 397–98 (6th Cir. 1999).

2. The Dumonts satisfy each of these four requirements: *First*, the Motion is timely because it is filed at the very early stages of this Action, before any party has responded either to the Complaint or to the Plaintiffs’ motion for a preliminary injunction. *Second*, the Dumonts have a substantial legal interest in the subject matter of the case because the complaint filed by Plaintiffs in the Action (the “Complaint”) directly challenges the Dumont’s prior litigation against the State of Michigan regarding the State’s adoption and foster care practices, *Dumont et al. v. Gordon et al.*, 2:17-cv-13080-PDF-EAS (E.D. Mich. 2019) (“*Dumont*”). *Third*, the Dumonts’ interest may be impaired in the absence of intervention because this action challenges the enforceability of the *Dumont* Settlement Agreement, through which the Dumonts agreed to dismiss their claims against the State of Michigan with prejudice in return for the State’s agreement to enforce the non-discrimination provisions of its contracts with private agencies performing foster and adoption services. And *finally*, no party currently before the Court can adequately represent the Dumonts’ interest because, although Defendants will also seek to preserve the Settlement Agreement, Defendants are unlikely to assert many of the defenses the Dumonts intend to raise.

3. Alternatively, the Dumonts respectfully ask the Court to exercise discretion to allow permissive intervention because the Dumonts’ defense of the Plaintiffs’ claims share with the pending litigation “a common question of law or fact,” Fed. R. Civ. P. 24(b)(1), and intervention will not “unduly delay or prejudice the adjudication of the original parties’ rights.”

Fed. R. Civ. P. 24(b)(3); *Purnell v. City of Akron*, 925 F.2d 941, 951 (6th Cir. 1991). Both the Plaintiffs and the Dumonts raise claims or defenses related to whether the First, Fifth and Fourteenth Amendments to the U.S. Constitution require the State of Michigan to permit state-contracted child placing agencies to violate the contracts' non-discrimination requirement that includes sexual orientation. Granting the Dumonts' motion to intervene will not result in delay or prejudice because the case is in its very early stages.

4. Expedited consideration of this Motion is necessary because "the relief requested by [the] motion may be rendered moot before the motion is briefed in accordance with the schedules set forth" in the Local Rules. W.D. Mich. LCivR 7.1(e). According to the schedule set forth in LCivR 7.3(c), Plaintiffs' opposition to this Motion will be due in fourteen (14) days, on June 4, 2019, after the deadline to respond to Plaintiffs' Motion for Preliminary Injunction (ECF No. 5) on May 29, 2019 (ECF No. 16). The Dumonts' intervention in this Action could be moot if they are not allowed the opportunity to respond to Plaintiffs' Motion for Preliminary Injunction.

Dated: May 21, 2019

Respectfully submitted,

s/ Daniel S. Korobkin

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Counsel for [Proposed] Intervenor Defendants
**Application for admission forthcoming*

Exhibit A

contained in paragraph 1 concerning St. Vincent Catholic Charities (“St. Vincent”) as an organization.

2. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 2.

3. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 3.

4. The Dumonts deny the allegations contained in paragraph 4.

5. The Dumonts deny the allegations contained in paragraph 5. The Dumonts further aver that paragraph 5 purports to state legal conclusions as to which no response is required.

6. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 6, except admit and aver that St. Vincent Catholic Charities is party to contracts with the Michigan Department of Health and Human Services (“MDHHS”) in connection with foster and adoptive services.

7. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 7.

8. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 8.

9. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 9.

10. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 10.

11. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 11.

12. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 12.

13. The Dumonts admit the allegations contained in paragraph 13.

14. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14, except admit and aver that Dr. Herman McCall was Executive Director of the Children's Services Agency, the Children's Services Agency is a sub-agency of MDHHS, certain powers, duties, functions, and responsibilities are set forth in Mich. Comp. Laws § 400.227 (2015), and Plaintiffs purport to sue Defendant McCall in his official capacity. The Dumonts further admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

15. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 15, except admit and aver that Plaintiffs purport to sue Attorney General Nessel in her official capacity only.

16. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16, except admit and aver that Alex M. Azar is the Secretary of the United States Department of Health and Human Services, and that Plaintiffs purport to sue Alex M. Azar in his official capacity only.

17. The Dumonts admit the allegations contained in paragraph 17.

18. The Dumonts aver that paragraph 18 purports to state legal conclusions as to which no response is required.

19. The Dumonts aver that paragraph 19 purports to state legal conclusions as to which no response is required.

20. The Dumonts aver that paragraph 20 purports to state legal conclusions as to which no response is required.

21. The Dumonts aver that paragraph 21 purports to state legal conclusions as to which no response is required. To the extent a response is required, the Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 21, except admit and aver that St. Vincent Catholic Charities is headquartered in Lansing, Michigan. The Dumonts respectfully refer the Court to the Dumonts' Proposed Motion to Transfer for a more complete statement on the appropriate venue for the Action.

22. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 22, except admit and aver that as of September 20, 2017, approximately 13,000 children were in the State of Michigan's ("the State's") foster care system, that there is a shortage of foster and adoptive families in Michigan, that some children exit the foster care system without ever being adopted, and that the State contracts with private child placing agencies to recruit, license and work with prospective foster and adoptive families.

23. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 23, except admit and aver that as of November 9, 2018, the State had identified contracts with over 90 child placing agencies that operate throughout Michigan, for adoption and foster services.

24. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 24, except admit and aver that the State has made available resources, including adoption "Navigators" to assist in identifying the

appropriate agency for prospective foster or adoptive parents. The Dumonts respectfully refer the Court to the cited documents for complete and accurate statements of their contents.

25. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 25.

26. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 26, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

27. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 27.

28. The Dumonts deny the allegations contained in paragraph 28.

29. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 29.

30. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 30.

31. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 31, except admit and aver that the Michigan Adoption Resource Exchange is a statewide information and referral service for families interested in adopting children from foster care, and for adoption workers looking for homes for children in need of adoption.

32. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 32.

33. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 33.

34. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 34, except admit and aver that MDHHS and private agencies complete a “home study” in connection with the approval to adopt or foster a child.

35. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 35.

36. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 36.

37. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 37.

38. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 38, except admit and aver that as part of the fostering or adoption process the agency will need to assess whether the applicant’s home is appropriate and suitable for the placement of foster or adoptive children.

39. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 39.

40. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 40, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

41. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 41, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

42. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 42, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

43. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 43.

44. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 44.

45. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 45.

46. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 46.

47. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 47.

48. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 48.

49. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 49.

50. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 50.

51. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 51.

52. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 52.

53. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 53.

54. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 54.

55. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 55, except admit and aver that the quoted language is contained within the cited regulation, and respectfully refer the Court to the cited regulation for a complete and accurate statement of its contents.

56. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 56.

57. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 57.

58. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 58.

59. The Dumonts aver that paragraph 59 purports to state legal conclusions as to which no response is required. To the extent a response is required, the Dumonts deny the allegations contained in paragraph 59.

60. The Dumonts deny the allegations contained in paragraph 60, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents. The Dumonts further aver that paragraph 60 purports to state legal conclusions as to which no response is required.

61. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 61.

62. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 62.

63. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 63.

64. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 64.

65. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 65, except admit and aver that St. Vincent has contracted with the State to provide a range of foster and adoption services.

66. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 66.

67. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 67.

68. The Dumonts admit that as of the date of this Answer, the Michigan Adoption Resource Exchange website states that there are 17 child-placing agencies that serve Ingham County.

69. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 69.

70. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 70.

71. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 71.

72. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 72.

73. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 73.

74. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 74. The Dumonts further aver that to the extent paragraph 74 purports to state legal conclusions regarding the interpretation of its contracts with the State, no response is required.

75. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 75. The Dumonts further aver that to the extent paragraph 75 purports to state legal conclusions regarding the interpretation of its contracts with the State, no response is required.

76. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 76.

77. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 77.

78. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 78.

79. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 79.

80. The Dumonts deny the allegations contained in paragraph 80, except admit and aver that the Dumonts and Busk-Suttons and Jennifer Ludolph filed a lawsuit against MDHHS, alleging that the Dumonts and Busk-Suttons had approached Bethany Christian Services and St. Vincent Catholic Charities about adopting a child, but were denied services because of their sexual orientation. The Dumonts further admit and aver that in *Dumont v. Lyon*, No. 17-cv-13080 (E.D. Mich. Sept. 20, 2017) (“*Dumont*”), the Dumonts and Busk-Suttons argued that the State’s decision to continue contracting with agencies that used religious criteria to exclude same-sex couples violated the Establishment and Equal Protection Clauses of the United States Constitution.

81. The Dumonts deny the allegations contained in paragraph 81, except admit and aver that St. Vincent Catholic Charities, Melissa Buck, Chad Buck, and Shamber Flore moved to intervene in *Dumont*, and argued that the State’s practice of permitting state-contracted agencies to use religious criteria to exclude same-sex couples did not violate the Constitution and was protected under state and federal law.

82. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 82, except admit and aver that MDHHS submitted contract compliance complaints against St. Vincent Catholic Charities, Bethany of East Lansing, and Bethany of Madison Heights and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

83. The Dumonts deny the allegations contained in paragraph 83. The Dumonts further aver that paragraph 83 purports to state legal conclusions as to which no response is required.

84. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 84.

85. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 85, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

86. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 86, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

87. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 87, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

88. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 88, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

89. The Dumonts deny the allegations contained in paragraph 89, except admit and aver that the State of Michigan and the Dumont and Busk-Sutton Plaintiffs entered into settlement discussions with the State and on January 23, 2019, sought a stay to allow those settlement

discussions to continue. The Dumonts further admit and aver that on March 22, 2019, the State and the Dumont and Busk-Sutton Plaintiffs executed a settlement agreement (the “*Dumont Settlement Agreement*”) and agreed to the dismissal of the claims in *Dumont*.

90. The Dumonts deny the allegations contained in paragraph 90, except admit and aver that the Dumont and Busk-Sutton Plaintiffs and the State moved jointly for a stipulated dismissal of *Dumont*, which was shared with the intervenor defendants via ECF, that St. Vincent was not a party to the agreement, and that the District Court entered the stipulated dismissal “pursuant to the terms of the Settlement Agreement.” The Dumonts further aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

91. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 91, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

92. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 92, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

93. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 93.

94. The Dumonts deny the allegations contained in paragraph 94, except admit and aver that state policies and federal regulations have been discussed in materials regarding the *Dumont Settlement Agreement*.

95. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 95.

96. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 96.

97. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 97, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

98. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 98, except admit and aver that the quoted language is contained within the cited regulation, and respectfully refer the Court to the cited regulation for a complete and accurate statement of its contents.

99. The Dumonts deny the allegations contained in paragraph 99, except admit and aver that the quoted language is contained within the cited document, and respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

100. The Dumonts admit the allegations contained in paragraph 100 and respectfully refer the Court to the *Dumont* Settlement Agreement for a complete and accurate statement of its contents.

101. The Dumonts admit the allegations contained in paragraph 101 and respectfully refer the Court to the *Dumont* Settlement Agreement for a complete and accurate statement of its contents.

102. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 102.

103. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 103.

104. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 104.

105. The Dumonts deny the allegations contained in paragraph 105, except deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations related to St. Vincent's contract and St. Vincent's beliefs concerning the State Defendants' actions.

106. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 106.

107. The Dumonts deny the allegations contained in paragraph 107, except admit and aver that on December 28, 2018, the State admitted that "child placing agencies may refer a prospective foster or adoptive family to another child placing agency so long as the referral complies with the terms of the agreement entered into with DHHS, as well as all applicable laws, rules, regulations, and policies." The Dumonts further aver that to the extent paragraph 107 purports to state legal conclusions, no response is required.

108. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 108.

109. The Dumonts deny the allegations contained in paragraph 109.

110. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 110.

111. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 111.

112. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 112.

113. The Dumonts deny the allegations contained in paragraph 113.

114. The Dumonts deny the allegations contained in paragraph 114.

115. The Dumonts deny the allegations contained in paragraph 115.

116. The Dumonts deny the allegations contained in paragraph 116.

117. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 117.

118. The Dumonts deny the allegations contained in paragraph 118. The Dumonts further aver that to the extent paragraph 118 purports to state legal conclusions, no response is required.

119. The Dumonts deny the allegations contained in paragraph 119.

120. The Dumonts deny the allegations contained in paragraph 120.

121. The Dumonts deny the allegations contained in paragraph 121, except deny knowledge or information sufficient to form a belief as to the truth or falsity of St. Vincent's claims that it is willing and able to continue to serve children and that it wants to help alleviate the foster care crisis in Michigan.

122. The Dumonts incorporate by reference all answers to preceding paragraphs.

123. The Dumonts aver that paragraph 123 purports to state a legal conclusion to which no response is required. To the extent a response is required, the Dumonts admit and aver that the quoted language is contained within the cited case, and respectfully refer the Court to the cited case for a complete and accurate statement of its contents.

124. The Dumonts deny the allegations contained in paragraph 124. The Dumonts further aver that to the extent paragraph 124 purports to state legal conclusions, no response is required.

125. The Dumonts deny the allegations contained in paragraph 125. The Dumonts further aver that to the extent paragraph 125 purports to state legal conclusions, no response is required.

126. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 126. The Dumonts further aver that to the extent paragraph 126 purports to state legal conclusions, no response is required.

127. The Dumonts aver that paragraph 127 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 127.

128. The Dumonts deny the allegations contained in paragraph 128. The Dumonts further aver that to the extent paragraph 128 purports to state legal conclusions, no response is required.

129. The Dumonts incorporate by reference all answers to preceding paragraphs.

130. The Dumonts aver that paragraph 130 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts admit and aver that the quoted language is contained within the cited case, and respectfully refer the Court to the cited case for a complete and accurate statement of its contents.

131. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 131. The Dumonts further aver that to the extent paragraph 131 purports to state legal conclusions, no response is required.

132. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 132. The Dumonts further aver that to the extent paragraph 132 purports to state legal conclusions, no response is required.

133. The Dumonts deny the allegations contained in paragraph 133. The Dumonts further aver that to the extent paragraph 133 purports to state legal conclusions, no response is required.

134. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 134.

135. The Dumonts aver that paragraph 135 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 135.

136. The Dumonts aver that paragraph 136 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 136.

137. The Dumonts incorporate by reference all answers to preceding paragraphs.

138. The Dumonts aver that paragraph 138 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts admit and aver that the quoted language is contained within the cited case, and respectfully refer the Court to the cited case for a complete and accurate statement of its contents.

139. The Dumonts aver that paragraph 139 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 139.

140. The Dumonts aver that paragraph 140 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 140.

141. The Dumonts aver that paragraph 141 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 141.

142. The Dumonts deny the allegations contained in paragraph 142. The Dumonts further aver that to the extent paragraph 142 purports to state legal conclusions, no response is required.

143. The Dumonts aver that paragraph 143 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 143.

144. The Dumonts aver that paragraph 144 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 144.

145. The Dumonts incorporate by reference all answers to preceding paragraphs.

146. The Dumonts deny the allegations contained in paragraph 146. The Dumonts further aver that to the extent paragraph 146 purports to state legal conclusions, no response is required.

147. The Dumonts deny the allegations contained in paragraph 147. The Dumonts further aver that to the extent paragraph 147 purports to state legal conclusions, no response is required.

148. The Dumonts aver that paragraph 148 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 148.

149. The Dumonts aver that paragraph 149 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 149.

150. The Dumonts incorporate by reference all answers to preceding paragraphs.

151. The Dumonts aver that paragraph 151 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 151.

152. The Dumonts aver that paragraph 152 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 152.

153. The Dumonts aver that paragraph 153 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 153.

154. The Dumonts aver that paragraph 154 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 154.

155. The Dumonts aver that paragraph 155 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 155.

156. The Dumonts incorporate by reference all answers to preceding paragraphs.

157. The Dumonts aver that paragraph 157 purports to state a legal conclusion to which no response is required. To the extent a response is required, the Dumonts admit and aver that the quoted language is contained within the cited case, and respectfully refer the Court to the cited case for a complete and accurate statement of its contents.

158. The Dumonts deny the allegations contained in paragraph 158. The Dumonts further aver that to the extent paragraph 158 purports to state legal conclusions, no response is required.

159. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 159. The Dumonts further aver that to the extent paragraph 159 purports to state legal conclusions, no response is required.

160. The Dumonts aver that paragraph 160 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 160.

161. The Dumonts aver that paragraph 161 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 161.

162. The Dumonts aver that paragraph 162 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 162.

163. The Dumonts incorporate by reference all answers to preceding paragraphs.

164. The Dumonts aver that paragraph 164 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 164.

165. The Dumonts deny the allegations contained in paragraph 165. The Dumonts further aver that to the extent paragraph 165 purports to state legal conclusions, no response is required.

166. The Dumonts aver that paragraph 166 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 166.

167. The Dumonts aver that paragraph 167 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 167.

168. The Dumonts aver that paragraph 168 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 168.

169. The Dumonts incorporate by reference all answers to preceding paragraphs.

170. The Dumonts aver that paragraph 170 purports to state a legal conclusion as to which no response is required. The Dumonts respectfully refer the Court to the cited document for a complete and accurate statement of its contents.

171. The Dumonts deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 171.

172. The Dumonts aver that paragraph 172 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 172.

173. The Dumonts aver that paragraph 173 purports to state a legal conclusion as to which no response is required. To the extent a response is required, the Dumonts deny the allegations in paragraph 173.

AFFIRMATIVE AND OTHER DEFENSES

Without undertaking any burden of proof not otherwise assigned to it by law, the Dumonts assert the following affirmative and other defenses with respect to the claims Plaintiffs purport to assert in the Complaint:

FIRST DEFENSE

Plaintiffs' claims are barred, in whole or in part, because certain Plaintiffs lack standing to assert their claims.

SECOND DEFENSE

Plaintiffs' Complaint, and each and every claim stated therein, fails to state a claim upon which relief can be granted.

THIRD DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they have incurred no legally cognizable injury.

FOURTH DEFENSE

The relief requested by Plaintiffs is barred by the Establishment Clause of the First Amendment of the United States Constitution.

FIFTH DEFENSE

The relief requested by Plaintiffs is barred by the Equal Protection Clause of the Fourteenth Amendment, and by the Fifth Amendment of the United States Constitution.

SIXTH DEFENSE

The relief requested by Plaintiffs is barred by claim preclusion and principles of res judicata.

SEVENTH DEFENSE

The relief requested by Plaintiffs is barred, in whole or in part, by laches, waiver, or other equitable doctrines.

EIGHTH DEFENSE

Even if the relief requested by Plaintiffs is granted, the Dumonts cannot be held liable because they are private actors and they are not acting under color of State law.

NINTH DEFENSE

The Dumonts reserve the right to raise any additional defenses, counterclaims, cross-claims, and third-party claims not asserted herein of which they become aware through discovery or other investigation and will withdraw, amend, or modify this Answer accordingly. The Dumonts also reserve the right to withdraw defenses that they determine are not applicable during the course of discovery and other proceedings in the case.

PRAYER FOR RELIEF

WHEREFORE, the Dumonts respectfully request that the Court enter judgment in their favor, dismiss all claims asserted in the Action in their entirety and with prejudice, and award the Dumonts such other and further relief as it may deem just and proper.

Dated: May 21, 2019

Respectfully submitted,

/s/ Daniel S. Korobkin

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**Application for admission forthcoming*