**IN SUPREME COURT OF THE STATE OF OREGON**

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| **HEALTH NET, INC., and SUBSIDIARIES,**<br><br>Plaintiffs-Appellants,<br><br>vs.<br><br>**DEPARTMENT OF REVENUE, State of Oregon,**<br><br>Defendant-Respondent. | Tax Court (Regular Division)<br>Case No. TC 5127<br><br>S063625 |

# BRIEF OF *AMICUS CURIAE* OF INTERSTATE COMMISSION FOR JUVENILES AND THE ASSOCIATION OF COMPACT ADMINISTRATORS OF THE INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN IN SUPPORT OF PLAINTIFFS-APPELLANTS

On Appeal from Judgment of the Tax Court (Regular Division) entered September 28, 2015
The Honorable Henry Breithaupt

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## I. IDENTITY AND INTEREST OF AMICI

Amici are the Interstate Commission for Juveniles and the Association of Administrators of the Interstate Compact on the Placement of Children ("AAICPC"). (Together they are referred to as the "Compact Amici.") The Interstate Commission for Juveniles is the interstate governing body created under the Interstate Compact for Juveniles ("ICJ") to oversee the administration and enforcement of the compact. The ICJ is the only state or federal law that provides the legal authority to transfer supervision of juveniles under parole or probation supervision or to allow the apprehension and safe return of juvenile runaways and absconders across state lines of the member states. Fifty-one jurisdictions have enacted the ICJ, including Oregon. The ICJ's purposes include providing a means of joint and cooperative action among the compacting states to ensure that adjudicated juveniles are provided adequate supervision and services in the receiving state as ordered by the adjudicating judge or parole authority in the sending state. The Interstate Commission for Juveniles has no financial interest in the outcome of this case and, by and through its Executive Committee, has authorized the filing of this amicus brief.

AAICPC "promulgate(s) rules and regulations to carry out more effectively the terms and provisions" of the Interstate Compact on the Placement of Children ("ICPC"). Established in 1974, and consisting of members from all 50 states, the District of Columbia, and the United States

Virgin Islands, the ICPC was prompted by concerns regarding states' inability to protect the welfare of children once they move across a state border. It was drafted to promote state cooperation ensuring safe and timely placement in a suitable environment with persons or institutions having appropriate qualifications and facilities to provide a necessary and desirable degree and type of care.

The Compact Amici are "creations" of the respective state legislatures' authorizations, as set forth in the language of their respective compact statutes. They serve critical functions for the member states in regulating the interstate transfer and return of runaways and delinquent juveniles under parole or probation supervision; regulating the interstate movement of children; safely placing them, when they are in the custody of a state, for private or independent adoption; and, under certain circumstances, placing them in a residential treatment facility. Their authority to regulate pursuant to the terms of the compacts depends on the validity of the uniform provisions of these respective compacts. Without the assurance of uniform compliance and enforcement of these compacts, the entire system of interstate placement of children and both the transfer of juvenile probation and parole supervision, and the appropriate apprehension and return of runaways and absconders, and ultimately child welfare and public safety, will be jeopardized.

The Compact Amici have a vested interest in this matter, given that the lower court's decision effectively allows Oregon, or by extension of its logic, any other compact member state, unilaterally to contravene the uniform requirements of compacts. This impermissible allowance of a unilateral amendment of the terms of an interstate compact by one member state has serious implications for interstate compacts generally, the interstate compacts represented herein, and the Compact Amici.

## II. QUESTIONS PRESENTED FOR REVIEW

The Compact Amici join the Questions Presented on Appeal as stated by plaintiffs Health Net, Inc. and Subsidiaries ("plaintiffs").

## III. NATURE OF THE PROCEEDINGS, RELIEF SOUGHT AND JUDGMENT

The Compact Amici join the Nature of the Proceedings and Relief Sought, and Nature of the Judgment, as stated by plaintiffs.

## IV. STATEMENT OF FACTS

The Compact Amici join the Statement of Facts as stated by plaintiffs.

## V. SUMMARY OF ARGUMENT

Amici are filing this brief to express the importance of this case in cementing interstate compacts as long-term effective policy tools for states to collectively engage in problem-solving on an interstate basis. Interstate compacts are contracts between states as sovereigns, and the Multistate Tax Compact is no exception. It has the elements of a contract (offer, acceptance,

and consideration), and key terms confirming its contractual nature: it became effective only after enactment by seven states, and states may withdraw only by repealing the Compact in its entirety. ORS 305.655, Art X (2012). These provisions are never present in ordinary state statutes, including model (or uniform) laws. Because the Multistate Tax Compact is a binding contract between states, Oregon and the other party states are prohibited from amending or overriding the Compact's terms on a piecemeal basis. Plaintiffs were entitled to make the Compact election and to apportion their income according to the Compact's apportionment formula, and ORS 314.606, which purports to override the apportionment election, is void.

Oregon is currently a party to at least 25 interstate compacts,[1] at least nine of which do not have the consent of Congress. Nearly every state in the Union is a party to one or more of these compacts.

- Interstate Forest Fire Suppression Compact, ORS 421.296
- Interstate Insurance Product Regulation Compact, ORS 732.820
- Interstate Library Compact, ORS 357.340
- Interstate Compact on Mental Health, ORS 428.310
- Multistate Highway Transportation Agreement, ORS 802.560
- National Crime Prevention and Privacy Compact, ORS 181A.135

[1] The Council of State Governments' National Center for Interstate Compacts maintains the most updated database of interstate compacts. *See* http://apps.csg.org/ncic/ (search location for "Oregon").

• Interstate Compact on the Placement of Children, ORS 417.200

• Wildlife Violator Compact, ORS 496.750

The Multistate Tax Compact contains substantially the same material terms as all of Oregon's non-Congressionally approved compacts.

If the Compact is not deemed a binding contract, then the states may ignore all of these other interstate agreements. Oregon would no longer be a reliable party to any interstate compact. Quite simply, why would any other state believe that Oregon will live up to its obligations in any current or future interstate compact if Oregon law allows the state to decide for itself, after the fact, that a compact policy is inconvenient and then unilaterally releases itself from that bargained-for compact obligation?

Justice Jackson summed up the issue in one sentence in his concurrence in *West Virginia ex rel. Dyer v. Sims*, 341 US 22, 35, 71 S Ct 557, 95 L Ed 713 (1951): "But if the compact system is to have vitality and integrity, [one state] may not raise an issue of *ultra vires*, decide it, and release herself from an interstate obligation." Upholding the Tax Court's decision would sanction non-compliance with the Multistate Tax Compact and other interstate compacts. If this Court concludes that states can unilaterally enact new laws relieving themselves of their compact obligations, this Court would relegate the interstate compact — which states have used to bind themselves together in various

policy matters since before the U.S. Constitution[2] — to no more than model law status.

A decision in this case allowing subsequent state legislation to change the terms in the Multistate Tax Compact could undermine enforcement of all non-Congressionally approved compacts and their future use for interstate cooperation. This is not overstatement. The law of compacts is relatively undeveloped as compared to other areas of law where courts have already established extensive legal principles. Jeffrey B. Litwak, *Interstate Compact Law: Cases and Materials* v (2d ed 2014);[3] Caroline N. Broun et al., *The Evolving Use and the Changing Role of Interstate Compacts: A Practitioner's Guide* xvii (2006). Because few compacts have a robust body of case law interpreting them and establishing the parties' obligations, courts frequently cite authority involving other compacts from other courts. Any conception that a decision in this court could be limited solely to the Multistate Tax Compact is a misconception.

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[2] *See, e.g.*, *Wharton v. Wise*, 153 U.S. 155, 14 S Ct 783, 783, 38 L Ed 669 (1894) (concluding that enactment of the U.S. Constitution did not invalidate a compact entered into under the Articles of Confederation).

[3] Available electronically only at www.semaphorepress.com.

## VI. ARGUMENT

### A. Interstate Compacts are Critical to Defining Legal Relationships Among States

Interstate compacts are contracts between states used to solve problems that cross states' borders. Originally used for resolution of inter-colonial boundary disputes, the Compact Clause has undergone a significant transformation since that time. *See* Michael L. Buenger & Richard L. Masters, *The Interstate Compact on Adult Offender Supervision: Using Old Tools to Solve New Problems*, 9 Roger Williams U L Rev 71, 79-83, 90-91 (2003); *see also* Felix Frankfurter & James Landis, *The Compact Clause of the Constitution − A Study in Interstate Adjustments*, 34 Yale LJ 685, 691-95 (1921).

Beginning in 1921 with the adoption of the New York-New Jersey Port Authority Compact, use of compacts has multiplied significantly. Today more than 200 interstate compacts address a range of matters as diverse as water use, land use and the environment, transportation systems, professional licensure, crime control, and child welfare. Both the ICJ and the ICPC are examples of interstate compacts regulating the complex multistate relations governing the interstate movement and supervision of juvenile offenders and interstate child welfare placements, including adoptions.

The reason that interstate compacts are so critical and pervasive is that no single state may regulate matters beyond its borders without entering into such an arrangement. Aptly described as instruments that regulate matters that are

sub-federal, supra-state in nature,[4] compacts *secure* uniform treatment of transactions by states without the need for federal intervention. *See Nebraska v. Cent. Interstate Low-Level Radioactive Waste Comm'n*, 207 F3d 1021 (8th Cir 2000). By entering into a compact, the member states contractually cede a portion of their jurisdiction and agree that the terms and conditions of the compact supersede parochial state considerations. In effect, compacts create collective governing tools to address multilateral issues and, as such, they jointly regulate these issues contingent on the *collective will* of the member states, not the will of any single member state.[5]

As observed in Hellmuth v. Washington Metropolitan Area Transit Authority, 414 F Supp 408 (D Md 1976):

> Upon entering into an interstate compact, a state effectively surrenders a portion of its sovereignty; the compact governs the relations of the parties with respect to the subject matter of the agreement and is superior to both prior and subsequent law. Further when enacted, a compact constitutes not only law, but a contract which may not be amended, modified, or otherwise altered without the consent of all parties. It therefore appears settled that one party may not enact legislation which would impose burdens upon the compact absent the concurrence of the other signatories.

*See also Hess v. Port Auth Trans-Hudson Corp.*, 513 US 30, 42; 115 S Ct 394; 130 L Ed 2d 245 (1994) ("[A]n interstate compact, by its very nature, shifts a

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[4] *See* Michael L. Buenger & Richard L. Masters, *The Interstate Compact on Adult Offender Supervision: Using Old Tools to Solve New Problems*, 9 Roger Williams U L Rev 71, 79-83, 90-91 (2003).

[5] See Caroline Broun et al., The Evolving Use and the Changing Role of Interstate Compacts: A Practitioner's Guide 28-29 (2006).

part of a state's authority to another state or states, or to the agency the several states jointly create to run the compact.").

As in any other contractual relationship, the states that are parties to the compact rely upon each other to perform the terms expressly agreed upon. As discussed further below, this includes the reasonable expectation that the only "escape" from the obligations imposed by the compact is withdrawal as provided by the terms of the agreement. *See Int'l Union of Operating Engineers, Local 542 v. Del. River Joint Toll Bridge Comm'n*, 311 F3d 273, 281 (3d Cir 2002).

**B. The Compact is a Binding Contract between the Party States**

Interstate compacts are different from a variety of other tools that states use for cooperation, such as uniform laws, precisely because they are binding contracts, and therefore they ensure the highest level of sustained uniformity among such tools. The Multistate Tax Compact indeed contains the elements of a contract. There is (1) an offer (the presentation of the Compact statute to two or more state legislatures), (2) acceptance (the actual enactment of the Compact by the first seven states), (3) consideration (enactment of the statutes and the promises to do things they are not otherwise required to do and to refrain from doing things they are entitled to do). *See* Frederick L. Zimmerman & Mitchell Wendell, *The Law & Use of Interstate Compacts* 4, 9 (1976).

There are other aspects of the Compact that confirm its contractual character. The requirement that seven states needed to enact the compact for it to become effective confirms that the states intended the reciprocity that comes from *joint* action as opposed to several independent actions. ORS 305.655, Art X (2012). Justice White's dissent analyzing the Multistate Tax Compact in *U.S. Steel Corp. v. Multistate Tax Commission*, 434 US 452, 491, 98 S Ct 799, 54 L Ed 2d 682 (1978), is apt. "Reciprocal legislation is adopted by each State independently, yet derives its force from the knowledge that other States are acting in identical fashion." *Id*. Additionally, the presence of a withdrawal provision illustrates that the states intended an interstate compact because no other type of cooperative legislation contains such a provision.[6]

In these respects, Oregon's other non-Congressionally approved compacts are identical to the Multistate Tax Compact. They all contain the elements of contracts that are described above. They all provide that they become effective upon the enactment by a specified number of states. And they all contain a withdrawal provision.

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[6] The Tax Court could not have been more wrong when it concluded that the withdrawal provision renders the Compact's promises illusory. Withdrawal provisions in interstate compacts are necessary for states to regain complete sovereignty over the subject of the compact when they decide it no longer works for them. At the same time, withdrawal provisions are prospective only (states remain bound by obligations incurred prior to withdrawal) to ensure the orderly continuation of the compact after a state decides to terminate its participation in the compact.

A 1925 seminal article on interstate compacts, still frequently cited, describes several means of interstate cooperation including uniform laws; reciprocal legislation; conferences of governors and other state officials to stimulate common action; federal incentives to enact federal policy; and joint action by administrative agencies. Frankfurter & Landis, *supra* at 688-90. None of these other types of interstate cooperation provides the guarantee of sustained uniform policy provided by interstate compacts.[7]

Interstate compacts are not model laws; they are not uniform laws; they *are* binding agreements between the party states. Perhaps with a bit of clairvoyance, Frankfurter and Landis wrote that state tax was especially appropriate for an interstate compact solution.

> Certainly as between the States there is much need for simplification, for avoidance of litigation, for equitable apportionment of common taxing resources, which to some extent, may affect the total of taxation and the inconveniences incident to the administration of our tax laws. . . . [T]he opportunities for taxation open to the States against common resources might find a more economic and more effective solution through negotiation than through litigation.

*Id*. at 704.

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[7] For example, according to the Uniform Law Commission, "Legislatures are urged to adopt Uniform Acts exactly as written, to 'promote uniformity in the law among the states.' Model Acts are designed to serve as guideline legislation, which states can borrow from or adapt to suit their individual needs and conditions." Uniform Law Commission, *ULC Drafting Process*, http://uniformlaws.org/Narrative.aspx? title=ULC%20Drafting%20Process (last visited Mar 25, 2016).

Thus, the concept of a multistate tax compact has context long predating the states' negotiation and enactment of the Multistate Tax Compact. Similarly, model laws and uniform laws had been used for several decades before the Multistate Tax Compact. The Uniform Law Commission, the oldest drafter of model and uniform laws, opened its doors in 1892 and drafted its first such act in 1896, the Negotiable Instruments Act, which all of the states and District of Columbia enacted. Oregon and the other parties to the Multistate Tax Compact were readily familiar with the range of tools available for cooperative action because they had already used them in other contexts. They knew how, but chose not to enact a mere model or uniform law. Instead, the states chose to enact the Multistate Tax Compact as an interstate compact agreement, the historical use of which has been to create binding and lasting relationships.

Finally, in undertaking its lengthy analysis of whether the Multistate Tax Compact required Congressional consent, the United States Supreme Court assumed that the Compact was a binding agreement, otherwise its entire analysis would have been superfluous. *U.S. Steel*, 434 US 452. In fact, the Supreme Court confirmed its belief that the Compact was a binding interstate compact when it stated, "We have no occasion to decide whether congressional consent was necessary to their constitutional operation, nor have we any reason to compare those Compacts to the one before us." *Id.* at 471 n 24.

For all of these reasons, the Tax Court erred in holding that the Multistate Tax Compact was not a binding interstate compact.

### C. The Terms of the Compact are Binding, and Oregon was Barred from Overriding the Compact's Election Provision

Plaintiffs correctly argue that states may not unilaterally amend interstate compacts. At base, there are two reasons a state may not unilaterally alter terms of an interstate compact. First, by the nature of compacts, a state cedes a portion of its sovereignty to the extent of the terms of the compact. Through a compact, a state may cede sovereignty to a compact commission or to other party states, and in return, the state receives some of the other party states' sovereignty. Because of this ceding of sovereignty over the compact's terms, a state is without authority to act contrary to the compact's terms. And, importantly, in return, each state is assured that the other party states are also without authority to act contrary to the compact's terms.

Second, states jointly agree to bind themselves to the terms of a compact. The reciprocal promise to enact the same statutes and the reciprocal promises in the compact itself mean that the states are bound to each other in contract.

Plaintiffs are also correct that the precedence of interstate compacts over other state laws does not depend on congressional consent. The features that make a compact superior to ordinary state statutes are not conferred by congressional consent, and exist independent of such consent.

Compact Amici only add that the prohibition against states enacting laws that conflict with a compact began with the very first interstate compact case before the U.S. Supreme Court, *Green v. Biddle*, 21 US 1, 5 L Ed 547 (1823). *Green v. Biddle* considered whether two laws enacted by Kentucky violated the compact between Virginia and Kentucky from which Kentucky was created (a compact with consent). *Id*. The compact expressly preserved Virginia law upon the separation of Kentucky,[8] and Kentucky enacted new laws that varied from Virginia law. *Id*. In holding that those laws violated the Contract Clause, the Court stated:

> Can the government of Kentucky fly from this agreement, acceded to by the people in their sovereign capacity, because it involves a principle which might be inconvenient, or even pernicious to the State, in some other respect? The Court cannot perceive how this proposition could be maintained.

*Id*. at 89.

In addition, compacts supersede inconsistent other state laws even in the absence of any express statement to that effect. No compact prior to 1966 contained any express provision stating that the compact supersedes conflicting state law. Express provisions stating that the compact supersedes conflicting state law are a recent development, responding to cases in which the litigation involved the application of state law where there was no "concurred in"

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[8] Article 7 of the compact stated: "that all private rights and interests of lands, within the said District, derived from the laws of Virginia, shall remain valid and secure under the laws of the proposed State, and shall be determined by the laws now existing in this State." *See Green v. Biddle*, 21 U.S. at 11.

provision such as *Seattle Master Builders Association v. Pacific Northwest Electric Power & Construction Planning Council*, 786 F2d 1359 (9th Cir 1986); *Salmon for All v. Department of Fisheries*, 118 Wash 2d 270, 821 P2d 1211 (1992); and *Eastern Paralyzed Veterans Association, Inc. v. City of Camden*, 111 NJ 389, 545 A2d 127 (1988). Express provisions stating that the compact supersedes conflicting state law began with the Interstate Compact on Adult Offender Supervision in 2002 and are still not used in every compact. Such express provisions might be relevant in analyzing more recent interstate compacts, but they provide no meaning as to the intent of legislatures in the 1960s at the time of the Multistate Tax Compact.

### D. The California Supreme Court Decision in *Gillette* was Wrong

The conclusion of the California Supreme Court in *Gillette Co. v. Franchise Tax Board*, 62 Cal 4th 468, 363 P3d 94, Cal Supreme Court No S206587 (2015) (decision for tax authority, petition for certiorari to the United States Supreme Court pending), is wrong. The court purported to apply the "indicia" of compacts identified in *Northeast Bancorp, Inc. v. Board of Governors of the Federal Reserve System*, 472 US 159, 105 S Ct 2545, 86 L Ed 2d 112 (1985), which the court identified as "reciprocal obligations," "conditional, [not] unilateral action," and "regulatory organization." The issue in that case was whether there was an arrangement that potentially fell within the Compact Clause such that it had to be tested for a requirement of

Congressional consent, as the U.S. Supreme Court did in *U.S. Steel*, 434 US 452. As the Tax Court concluded, that is a different question than whether the states entered into a binding contract, which requires an offer, acceptance, and consideration.

Applying the *Northeast Bancorp* indicia might or might not lead to the correct conclusion as to whether a compact is binding, assuming the indicia could be well understood. However, the discussion of the indicia is three sentences. *Northeast Bancorp*, 472 US at 175. They are not explained at all, and the Supreme Court's opinion leaves substantial ambiguity as to what they mean. Indeed, the California Supreme Court's understanding and application of them leaves more questions than answers. At least two of them make little sense—a regulatory organization and no unilateral action/withdrawal—because requiring them, as the California Supreme Court seems to have done—would render many compacts not binding. Many compacts have no formal governing body or they have only a non-regulatory commission. And all of Oregon's non-Congressionally approved compacts have unilateral withdrawal provisions. Requiring notice, or even a waiting period, does not make them any less unilateral.

Finally, the California court misunderstood or, at least, misapplied, the notion of reciprocity. *Northeast Bancorp* states, "neither statute requires a reciprocation of the regional limitation. Bank holding companies based in

Maine, which has no regional limitation, and Rhode Island, which will drop the regional limitation in 1986, are permitted by the two statutes to acquire Massachusetts and Connecticut banks. These two States are included in the ostensible compact under petitioners' theory, yet one does not impose the exclusion to which petitioners so strenuously object and the other plans to drop it after two years." *Id*. While Oregon indeed is required by the Compact to provide the apportionment election to all taxpayers, regardless of what other states tax them, taxpayers have never contended that any state that did not enact the enabling legislation is actually in the Compact. The fact that the benefit of the apportionment election extends beyond just party states does not detract from the fact that all of the terms in the Compact are reciprocal as between all of the party states.

Furthermore, even if the apportionment election is not delivered directly to other states, it is a detriment that constituted consideration and to which the states became bound when they entered the Compact. In fact, it is also "an obligation of member states *to each other.*" *Gillette*, 62 Cal 4th at 479, 363 P3d at 100. That is, it is a promise to the other states to provide the Compact election to taxpayers until the state withdraws from the Compact. All compacts are formed for the benefit of their constituents, and many provide primarily or

solely benefits to individuals or business and none, at least directly, to the states.[9]

A further problem with this analysis is that in a sense no compact inures to the benefit of "the state." Rather, joining a compact inures to the benefit of the citizens of the state. For example, the Interstate Compact for Juveniles benefits the citizens of a state by providing a rational and controlled movement of adjudicated delinquents and runaway youth on the one hand, and juveniles themselves under certain circumstances on the other. The same holds true with any compact -- they do not benefit "the state" in some hypothetical manner but rather the citizens of the state by ensuring that an issue is resolved or that citizens are treated equally or that benefits are provided to all on a reasonable basis. Thus, the reciprocity in this case – the consideration if you will – is that member states agree to tax California, Oregon, and other member state corporations on an equal footing. The election that the *Gillette* Court seems so tied up on – the benefit – ignores the fact that the so-called 'benefit' is the contractual agreement between the states to ensure there is limited double taxation of corporations operating across state lines. That may not inure to the

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[9] *Borough of Morrisville v. Del. River Basin Comm'n*, 399 F Supp 469 (ED Pa 1975) *aff'd*, 532 F2d 745 (3d Cir 1976) ("To hold that the Compact is an agreement between the political signatories imputing only to those signatories standing to challenge actions pursuant to it would be unduly narrow in view of the direct impact on Plaintiffs and other taxpayers.").

benefit of the California (or Oregon) treasury, but it certainly inures to the benefit of a California (or Oregon) corporation doing business in another state that the state has an interest in protecting.

In sum, the California Supreme Court's analysis and conclusion are wrong, and their adoption jeopardizes states and stakeholders in all non-Congressionally approved compacts.

## VII. CONCLUSION

Interstate compacts such as the Multistate Tax Compact are contracts between states as sovereigns that ensure the highest level of sustained cooperation between states that exists. They allow states to act uniformly and collectively without the need for federal intervention. As such they serve a critical role in our federalist system. Long-standing principles of interstate compact jurisprudence establish that a state may not unilaterally amend its obligations under an interstate compact. Oregon was contractually obligated to its sister states through the very simple principle that it chose to participate in the Multistate Tax Compact; it agreed to administer Articles III and IV and in return received assurance from the other party states that they would do the same. Compacts would have no viability as a policy tool — as the means of *ensuring* uniform state action (which no other policy tool can do) — if courts allowed states to readily release themselves from their obligations. This Court should conclude that the 1993 statute, ORS 314.606, was ineffective in

eliminating the Compact's election provision and plaintiffs properly computed their Oregon taxes utilizing the Compact's apportionment formula.

Dated: March 29, 2016

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## CERTIFICATE OF COMPLIANCE WITH BRIEF LENGTH AND TYPE SIZE REQUIREMENTS

Brief Length

I certify that (1) this brief complies with the word-count limitation of ORAP 5.05(2)(b) and (2) the word count of this brief (as described in ORAP 5.05(2)(a)) is 4,538 words.

Type Size

I certify that the size of the type in this brief is not smaller than 14 point for both the text of the brief and footnotes as required by ORAP 5.05(4)(f).

DATED this 29th day of March, 2016.

s/ Timothy R. Volpert
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## CERTIFICATE OF FILING AND SERVICE

I certify that on March 29, 2016, I caused to be filed the foregoing BRIEF OF AMICUS CURIAE OF INTERSTATE COMMISSION FOR JUVENILES AND THE ASSOCIATION OF COMPACT ADMINISTRATORS OF THE INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN IN SUPPORT OF PLAINTIFFS-APPELLANTS with the Appellate Court Administrator by using the eFiling system.

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