IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TYNDALE HOUSE PUBLISHERS, INC., et al.;	)	
Plaintiffs,	)	
v.	)	Civil Action No. 1:12-CV-1635-RBW
SYLVIA M. BURWELL, et al.;	)	
Defendants.	)	

JOINT STATUS REPORT

The parties hereby submit this joint status report. The parties agree in part and disagree in part on how the case should proceed.

The parties agree that summary and final judgment should be entered in favor of Plaintiffs on their Religious Freedom Restoration Act (RFRA) claim, a permanent injunction should be entered for Plaintiffs, and the deadlines for any petition from Plaintiffs seeking attorneys' fees and costs should be extended to 45 days after judgment is entered.

The parties disagree on the language of the permanent injunction. Each side of the case submits its position as follows.

Plaintiffs' Position on Injunction Language

Plaintiffs respectfully submit that the Court should enter the same injunction it entered on November 16, 2012, as a permanent injunction. Converting the preliminary injunction to permanent status is warranted because the parties concede that the facts have not changed. Nor has the law changed in Defendants' favor. This Court's existing decision remains the law of the case, and in fact it was vindicated by *Burwell v. Hobby Lobby*, 134 S. Ct. 2751 (2014).

The Court's existing injunction reads:

> **ORDERED** that the defendants, their agents, officers, and employees are **ENJOINED** from pursuing any enforcement actions against or imposing any penalties on the plaintiffs provided for in 26 U.S.C. §§ 4980D, 4980H and 29 U.S.C. § 1132 as a result of the plaintiffs' failure to comply with the requirement under 42 U.S.C. § 300gg-13(a)(4) that the plaintiffs provide in Tyndale House Publishers, Inc.'s employee health plans what they believe to be abortifacients or related education and counseling.

Doc. # 26. The permanent injunction should be the same except with the addition of the word "permanently" before the word "ENJOINED."

The government instead asks this Court to enter a new and different injunction. The substantive problems with the government's proposed language are discussed further below, and (in short) are that it asks this Court to opine on future unwritten rules not at issue here. But procedurally, the government has no legal ground on which to oppose entry of the existing injunction language. It already lost its attempt to prevent that injunction. It then abandoned its appeal of the injunction. And it lost *Hobby Lobby*. The "consent" that the government offers now cannot operate to resist injunction language that it already failed to defeat.

The government points to other District Courts that have entered final injunctions using the new language the government proposes. But most such courts also had the consent of the Plaintiffs, which is lacking here. The cases also lacked a ruling like this Court's existing ruling, which already ruled against the government in imposing existing language. Moreover, several other courts have rejected the government's proposal to enter new injunction language.

Supreme Court rulings support maintaining the existing language. The court issued a certiorari ruling in plaintiffs' favor in *Burwell v. Newland*, No. 13-919 (U.S. July 1, 2014), after the District Court had entered an injunction very similar to the one entered here, using language the government rejects now. *See Newland v. Sebelius*, 881 F. Supp. 2d. 1287, 1299 (D. Colo. 2012) (see attached Exhibit 1 at 17–18). Additionally, after Supreme Court's remand in *Conestoga Wood Specialties Corp. v. Burwell*, the District Court rejected the government's attempt to propose new injunction language as it does here, and instead the court entered the

same language it had already entered at the preliminary injunction stage. No. 5:12-cv-6744-MSG, Doc. # 82 (E.D. Pa. Oct. 2, 2014) (attached as Exhibit 2). Likewise, in *Geneva College v. Burwell*, which involved for-profit plaintiffs from the Seneca Hardwood Lumber Company, the District Court rejected the government's proposed language and entered permanent injunction language that was similar to its existing preliminary injunction. No. 2:12-cv-207-JFC, Doc. # 125 (W.D. Pa. Oct. 10, 2014) (attached as Exhibit 3).

The government's proposed language is substantively problematic because it fails to cite what it should cite, and it cites what it should not. It improperly fails to cite the statute it is enjoining: the Mandate itself. Defendants' language specifically cites only "26 C.F.R § 54.9815-2713(a)(1)(iv); 29 C.F.R. § 2590.715-2713(a)(1)(iv); [and] 45 C.F.R. § 147.130(a)(1)(iv)." But the Mandate resides in 42 U.S.C. § 300gg-13(a)(4), and in a guideline referenced therein which was later adopted by the Health Resources and Services Administration (see http://www.hrsa.gov/womensguidelines/), and its penalties reside in the other statutes referenced above. This Court's injunction cited § 300gg-13(a)(4) and all the penalty statutes. Defendants' language does not do so. Apparently Defendants oppose enjoining the statutes with respect to Tyndale. But Defendants already lost that issue and they withdrew their appeal.

The language Defendants propose would have this Court speculate on future rules that the injunction *does not* apply to. Since those rules do not exist, there is no warrant for this Court to discuss them, or opine on whether this injunction applies to them. This injunction should say what it *is* enjoining—the statutory Mandate and its penalties. It should not venture into the realm of saying what it is not enjoining, especially with regard to future rules. This Court has ruled that Plaintiffs are entitled to an injunction against the Mandate and its penalties. Defendants have not won the right to eliminate that injunction and instead obtain one that speculates about future rule changes.

Defendants give the incorrect impression that under *Hobby Lobby*, injunctions should not apply to the Mandate itself, but should opine on what future "accommodation" rules might mean.

But the Supreme Court assiduously avoided issuing any holding on "accommodations." *Hobby Lobby*, 134 S. Ct. at 2782. Such issues were not before the court.

Defendants argue that somehow *Hobby Lobby* said that the injunction should not run to anyone but "the corporate plaintiff." This notion simply cannot be found in *Hobby Lobby*. The fact that *Hobby Lobby* focused on corporate rights does not mean that owners and operators have no rights. On the contrary, *Hobby Lobby* declared that it was ruling in favor of the corporation precisely "to protect *the rights* of these people." *Id.* at 2768 (emphasis added). This Court likewise went out of its way to emphasize the standing that Tyndale's owners themselves possess—which at the time was asserted in a third party capacity, but which now after the amended complaint they assert as co-plaintiffs. *Tyndale House Publishers, Inc. v. Sebelius*, 904 F. Supp. 2d 106, 118 (D.D.C. 2012). Thus this Court issued injunctive relief for all "the plaintiffs." Defendants have not made any demonstration that such relief is improper. Defendants asserted this same flawed argument in *Geneva/Seneca*, and Judge Conti rejected their position when she issued relief for the company *and* its owners, including in their individual capacities. *See* Exh. 3 attached; No. 2:12-cv-207-JFC, Doc. # 125 (W.D. Pa. Oct. 10, 2014).

Defendants are asking this Court to opine on future rule changes. Plaintiffs simply ask that the Court enter the injunction it already entered, based on the decision it already wrote. The existing injunction, on its face, enjoins the existing statutory Mandate and its penalties, and it does so properly. Issuing the same injunction in permanent form is consistent with this Court's existing ruling, and with cases such as *Newland*, *Conestoga*, and *Geneva (Seneca)*.

Finally, this Court asked the parties to specifically take a position on "whether the pending motions before the Court need to be decided." The parties have agreed Plaintiffs are entitled to judgment. For the purpose of being clear on this point, Plaintiffs' form of order below includes language granting their summary judgment motion and denying Defendants' motion.

Plaintiffs propose the following form of order.

Plaintiffs' Proposed Form of Order

The Court, having reviewed all the parties' submissions and arguments in this case, including their consent to final judgment in Plaintiffs' favor, and for good cause shown, declares as follows:

IT IS ORDERED that Plaintiffs' motion for summary judgment [Doc. # 36] is **GRANTED**, and Defendants' motion for summary judgment [Doc. # 41] is **DENIED**.

IT IS FURTHER ORDERED that final judgment is entered in favor of Plaintiffs and against Defendants on Plaintiffs' claim under the Religious Freedom Restoration Act, 42 U.S.C. §§ 2000bb et seq.

IT IS FURTHER ORDERED that the Defendants, their agents, officers, and employees are permanently **ENJOINED** from pursuing any enforcement actions against or imposing any penalties on the plaintiffs provided for in 26 U.S.C. §§ 4980D, 4980H and 29 U.S.C. § 1132 as a result of the plaintiffs' failure to comply with the requirement under 42 U.S.C. § 300gg-13(a)(4) that the plaintiffs provide in Tyndale House Publishers, Inc.'s employee health plans what they believe to be abortifacients or related education and counseling.

IT IS FURTHER ORDERED that any petition by Plaintiffs for attorneys' fees or costs shall be submitted on or before 45 days (or the next business day if that day falls on a weekend or court holiday) from the date this judgment is issued.

Defendants' Position on Injunction Language

In light of *Burwell v. Hobby Lobby Stores, Inc.*, 134 S. Ct. 2751 (2014), defendants agree that plaintiffs are entitled to judgment in their favor on their RFRA claim, and the entry of a permanent injunction. However, the parties do not agree on the appropriate scope of that injunction. Plaintiffs' proposed permanent injunction is inappropriate for several reasons.[1] First,

[1] Plaintiffs suggest that the government has somehow forfeited its right to object to the entry of the language of the preliminary injunction as a permanent injunction. But, when considering a permanent injunction, neither the government nor the Court is bound by the language of the preliminary injunction. *See, e.g., Sole v. Wyner*, 551 U.S. 74, 84 (2007) (noting the "tentative character" of a preliminary injunction, which "ha[s] no preclusive effect in the continuing litigation"). As explained herein, the language of plaintiff's proposed preliminary injunction, if adopted

it is overbroad and ambiguous, in that it could be read to enjoin the application to plaintiffs of future, substantively different regulations. Second, consistent with the Supreme Court's ruling in *Burwell v. Hobby Lobby Stores, Inc.*, 134 S. Ct. 2751 (2014), the injunction should apply only to the corporate plaintiff. And third, it should not enjoin application of the penalties found in 26 U.S.C. § 4980H, as that provision has nothing to do with contraceptive coverage.

Defendants' proposed injunction, which is below, would preclude the government from enforcing against plaintiff Tyndale House Publishers, Inc. ("Tyndale"), the existing contraceptive coverage requirement—the law that was before the Supreme Court in *Hobby Lobby* and that is before this Court in this case—but would not be so broad as to enjoin (or arguably be read to enjoin) application of any future regulations designed to accommodate for-profit companies with religious objections to providing coverage for contraceptive services, while ensuring that their employees still have access to such services. Indeed, the defendant Departments have already proposed such an accommodation. *See* Coverage of Certain Preventive Services Under the Affordable Care Act, 79 Fed. Reg. 51,118 (Aug. 27, 2014) (Notice of Proposed Rulemaking). Plaintiffs, on the other hand, ask this Court to enter an injunction that is ambiguous in scope, and could be read—indeed, it appears to be plaintiffs' intent that it be read—to prevent the government from enforcing not only the existing contraceptive coverage regulations, but also any future regulations designed to accommodate plaintiffs' religious beliefs by allowing them to opt out of providing contraceptive coverage. For the reasons explained below, it would be inappropriate for the Court enter an order that could be viewed as effectively preempting application of any forthcoming regulations, and the injunction issued in this case should be carefully drawn to avoid such a result.

---

as a permanent injunction, is overbroad and would threaten to enjoin agency action that is presumptively valid. Moreover, the Court should consider intervening authority and events since the preliminary injunction was entered before entering a permanent injunction. Specifically, at the time that the preliminary injunction was entered, there was no ongoing rulemaking that could change the regulatory scheme as applied to plaintiffs, and thus defendants were not concerned—as they are now—that the scope of the injunction might preclude enforcement of future regulations. Also, after the Court entered the preliminary injunction, the Supreme Court decided *Hobby Lobby*, in which the possibility of such regulations served as the basis for the Supreme Court's conclusion that the current contraceptive coverage requirement is invalid as to certain entities.

In *Hobby Lobby*, the Supreme Court held that the Affordable Care Act's contraceptive coverage requirement violated RFRA with respect to certain closely held for-profit entities that, under the current regulations, cannot opt out of the requirement. 134 S. Ct. at 2759-60, 2782, 2785. The existence of accommodations in the current regulations permitting certain nonprofit organizations to opt out of the requirement, *see* 78 Fed. Reg. 39,870, 39,874-88 (July 2, 2013); *see also* 79 Fed. Reg. 51,092 (Aug. 27, 2014) (interim final regulations (IFR) augmenting the accommodations in light of the Supreme Court's interim order in *Wheaton College v. Burwell*, 134 S. Ct. 2806 (2014)), was crucial to the Supreme Court's decision in large part because the Court found that the opt-out provisions for nonprofits constituted a less restrictive means of furthering the government's compelling interests. The Court explained that the opt-out regulations "effectively exempt[]" organizations that are eligible for accommodations. *Hobby Lobby*, 134 S. Ct. at 2763. It emphasized that the opt-out regulations "seek[] to respect the religious liberty of religious nonprofit corporations while ensuring that the employees of [such] entities have precisely the same access to all [Food and Drug Administration (FDA)]-approved contraceptives as employees of companies whose owners have no religious objections to providing such coverage." *Id*. at 2759. Extending that very type of accommodation to certain for-profit entities with religious objections to contraceptive coverage is precisely what has been proposed in the current rulemaking proceeding, and which, if adopted as a final rule, would be called into question by plaintiffs' proposed injunction.

The Supreme Court described the opt-out regulations for nonprofit organizations as "an approach that is less restrictive than requiring employers to fund contraceptive methods that violate their religious beliefs." *Id*. at 2782. The Court reasoned that the accommodations available to eligible nonprofit organizations "serve[] [the government's] stated interests equally well" as the requirement currently applicable to for-profit entities because "female employees" of eligible nonprofits "continue to receive contraceptive coverage without cost sharing for all FDA-approved contraceptives, and . . . face minimal logistical and administrative obstacles" in obtaining the coverage. *Id*. (quotation omitted). Thus, the Court's conclusion that the

contraceptive coverage requirement "is unlawful" under RFRA as applied to certain closely-held, for-profit entities rested on its recognition that the accommodations available to religious nonprofits "constitute[] an alternative that achieves all of the Government's aims while providing greater respect for religious liberty." *Id*. at 2759-60. The Court went on to note that "[a]lthough [the government] has made [the accommodations] available to religious nonprofits that have religious objections to the contraceptive [coverage requirement], [the government] has provided no reason why the same [accommodations] cannot be made available when the owners of for-profit corporations have similar religious objections." *Id*. at 2759; *see also Priests for Life v. HHS*, 772 F.3d 229 (D.C. Cir. 2014) (rejecting RFRA challenge to accommodations); *Mich. Catholic Conf. v. Burwell*, 755 F.3d 372 (6th Cir. 2014) (same), *reh'g en banc denied*, Nos. 13-2723, 13-6640 (Sept. 16, 2014), *cert. pet. pending*, No. 14-701 (filed Dec. 12, 2014); *Univ. of Notre Dame v. Sebelius*, 743 F.3d 547 (7th Cir. 2014) (same), *reh'g en banc denied*, No. 13-3853 (May 7, 2014), *cert. pet. pending*, No. 14-392 (filed Oct. 3, 2014); *Geneva Coll. v. HHS*, --- F.3d ---, 2015 WL 543067 (3d Cir. Feb. 11, 2015) (same).

In response, the defendant Departments have proposed regulations that would provide regulatory accommodations to certain closely held for-profit entities that have a religious objection to providing coverage for some or all contraceptive services otherwise required to be covered. *See* 79 Fed. Reg. 51,118. At the conclusion of this rulemaking process, plaintiffs may be eligible for religious accommodations that would effectively exempt them from providing coverage for contraceptives to their employees while ensuring that their employees will receive coverage without cost sharing for all FDA-approved contraceptives.

Accordingly, defendants' proposed injunction and judgment specifies, consistent with the Supreme Court's decision in *Hobby Lobby*, that it does not prevent defendants from enforcing the contraceptive coverage requirement against plaintiffs "if religious accommodations . . . are made available to for-profit entities" and plaintiffs do not either avail themselves of those accommodations or provide contraceptive coverage. This language is simply intended to make clear that while the injunction precludes enforcement of existing law, it would not preclude

enforcement of any future, substantively different regulations, which would be entitled to a "presumption of validity." *See, e.g.*, *Chamber of Commerce v. EPA*, 642 F.3d 192, 208 (D.C. Cir. 2011). Plaintiffs will, of course, be free to challenge any future accommodations should they choose to do so.

If plaintiffs' proposed language were adopted, defendants—out of an abundance of caution—might have to come back to the Court to seek relief from the injunction before enforcing the new rules, which would impose a significant burden on defendants and the Court, and would improperly treat any new regulations as presumptively invalid before they are even promulgated. Such an ambiguous injunction would not satisfy the specificity requirements of Federal Rule of Civil Procedure 65(d)(1), and would run afoul of the Supreme Court's admonition that, "[s]ince an injunctive order prohibits conduct under threat of judicial punishment, basic fairness requires that those enjoined receive explicit notice of precisely what conduct is outlawed." *Schmidt v. Lessard*, 414 U.S. 473, 476 (1974); *see also id*. ("Rule [65(d)] was designed to prevent uncertainty and confusion on the part of those faced with injunctive orders, and to avoid the possible founding of a contempt citation on a decree too vague to be understood."). Furthermore, it is well established that "injunctive relief should be no broader than necessary to provide full relief to the aggrieved party." *Meyer v. CUNA Mut. Ins. Soc'y*, 648 F.3d 154, 170 (3d Cir. 2011); *see also, e.g.*, *City of New York v. Mickalis Pawn Shop, LLC*, 645 F.3d 114, 145 (2d Cir. 2011); *PBM Products, LLC v. Mead Johnson & Co.*, 639 F.3d 111, 128 (4th Cir. 2011) (observing that an injunction may "address only the circumstances of the case"). Plaintiffs' proposed injunction is overbroad or otherwise inappropriate, and thus, should be rejected (or, at the very least, modified).

In essence, plaintiffs would have the Court presumptively enjoin the enforcement of regulations that do not yet exist, and that, if and when they are promulgated, will be substantively different from the regulations that the Supreme Court held to be invalid in *Hobby Lobby*. Plaintiffs will, of course, be free to challenge any new regulations once they are promulgated if their religious concerns are not resolved, as defendants' proposed injunction

makes clear. Plaintiffs have suggested that the government invites the Court to "opine on future unwritten rules not at issue here"—but plaintiffs have it backwards. In fact, it is *plaintiffs* that ask this Court to effectively opine on yet-to-be finalized regulations, which are entitled to a presumption of validity, by issuing an injunction that might prevent the government from enforcing those regulations before they are even promulgated. Defendants, by contrast, want to ensure only that the scope of the injunction is well-defined and limited to current law (which provides no accommodation to for-profit employers).

Although defendants believe that their proposed language is the most precise option, they would also be satisfied with an injunction that includes the following language, which has been entered by courts in numerous cases brought by for-profit corporations challenging the contraceptive coverage requirement—including this Court and several other courts in this District—in some cases over the plaintiffs' objection:

> **ORDERED** that this Injunction and Judgment does not apply with respect to any changes in statute or regulation that are enacted or promulgated after this date, and nothing herein prevents plaintiff from filing a new civil action to challenge any such future changes.

See, e.g., Permanent Inj. & J., *C.W. Zumbiel Co. v. HHS*, No. 1:13-cv-1611-RBW (D.D.C. Nov. 3, 2014), ECF No. 19 (attached as Exhibit A); Mem. Op. and Order & Judgment, *Johnson Welded Products, Inc. v. Burwell*, No. 1:13-cv-609 (D.D.C. Oct. 24, 2014), ECF Nos. 10, 11 (attached as Exhibit B) (including language over the plaintiff's objection); Order, *Gilardi v. HHS*, No. 1:13-cv-104 (D.D.C. Oct. 20, 2014), ECF No. 49 (attached as Exhibit C); Order & Judgment, *Midwest Fastener Corp. v. Burwell*, No. 1:13-cv-1337 (D.D.C. Oct. 24, 2014), ECF No. 21 (attached as Exhibit D); Inj. & Judgment, *Barron Indus., Inc. v. Burwell*, No. 1:13-cv-01330 (D.D.C. Oct. 27, 2014), ECF No. 10 (attached as Exhibit E); Final J. & Order, *Tonn & Blank Constr., LLC v. Burwell*, No. 1:12-cv-325 (N.D. Ind. Nov. 6, 2014), ECF No. 56 (attached as Exhibit F) (including language over the plaintiff's objection).[2]

[2] The undersigned counsel for the government proposed this alternative language to plaintiffs' counsel, who stated that plaintiffs oppose this language as well.

Plaintiffs contend that defendants' proposed injunction is insufficient because it purportedly does not enjoin enforcement of 42 U.S.C. § 300gg-13(a)(4) against plaintiffs. But defendants' proposed injunction extends to "those provisions of federal law in existence on June 30, 2014, when the Supreme Court decided *Hobby Lobby*, that require plaintiffs to provide their employees with health coverage for contraceptive methods, sterilization procedures, and related patient education and counseling to which plaintiffs object on religious grounds"—provisions of federal law that include the statute under which the regulatory scheme at issue in *Hobby Lobby* operate. As explained above, defendants' proposed injunction is intended to make clear that, although defendants cannot enforce the statute under the regulatory scheme that existed (and currently exists) and that was at issue in *Hobby Lobby*, the injunction does not extend to any future regulatory scheme under the statute that provides accommodations to for-profit entities—a regulatory scheme that is entitled to a presumption of validity. The Supreme Court held only that, in *the absence of an accommodation* for for-profit entities, like the one the government had devised for non-profit entities, the government had not shown that it was applying the contraceptive coverage requirement in the least restrictive manner. The injunction entered by this Court, therefore, should not—and should avoid any suggestion that it does—enjoin any future regulations that provide accommodations to for-profit entities. Indeed, contrary to plaintiffs' suggestion, the permanent injunction entered in *Conestoga*, the case decided by the Supreme Court along with *Hobby Lobby*, makes clear that it does not. *See* Order, *Conestoga Wood Specialties Corp. v. Burwell*, No. 5:12-cv-6744 (E.D. Pa. Oct. 2, 2014), ECF No. 82 (stating that "should any future legislation or regulation come into effect providing for-profit entities a religious accommodation to the contraceptive coverage mandate, the Government reserves its right to enforce such legislation or regulation against Plaintiffs").

There are at least two additional problems with the language proposed by plaintiffs. First, the permanent injunction should enjoin enforcement of the applicable provisions only as to the corporate plaintiff, Tyndale, and should not extend to the individual plaintiff. The Supreme Court's decision in *Hobby Lobby* addressed only the corporate plaintiffs' RFRA claim. The

Court determined that "[t]he contraceptive mandate, *as applied to closely held corporations*, violates RFRA." *Hobby Lobby*, 134 S. Ct. at 2785 (emphasis added). Having done so, the Court had no occasion to address the RFRA claims of the individual plaintiffs who owned the corporations. Moreover, as a practical matter, an injunction against enforcement of the applicable provisions as to the corporate plaintiff will protect the individual plaintiff because the government will be enjoined from enforcing the contraceptive coverage requirement against the company he owns and controls. The permanent injunction, therefore, should be limited to Tyndale.

Second, the permanent injunction should not enjoin application of the penalties found in 26 U.S.C. § 4980H, as plaintiffs' proposed injunction does, because that statutory provision has no relevance to this case. Section 4980H penalties could, starting in 2015, be imposed, for example, if Tyndale were to drop health coverage altogether and at least one of its employees is certified as having been enrolled in a qualified health plan and allowed a premium tax credit under 26 U.S.C. § 36B or paid a cost sharing reduction under section 1412 of the Affordable Care Act. There are no penalties in section 4980H related to the failure to provide contraceptive coverage (or any other preventive service). The penalties that address such a failure are found in 26 U.S.C. § 4980D, a provision that defendants agree should be enjoined with respect to Tyndale's failure to provide contraceptive coverage.

For all of these reasons, the Court should adopt defendants proposed language, which is as follows:

Defendants Proposed Form of Order

In light of the Supreme Court's decision in *Burwell v. Hobby Lobby Stores, Inc.*, 134 S. Ct. 2751 (2014), and upon defendants' consent, it is hereby

ORDERED that defendants, their employees, agents, and successors in office are enjoined

(a) from enforcing

(1) the "June 30, 2014 Contraceptive Coverage Requirement," defined here to include those provisions of federal law in existence on June 30, 2014, when the Supreme Court decided *Hobby Lobby*, that require plaintiff Tyndale House Publishers, Inc. to provide its employees with health coverage for contraceptive methods, sterilization procedures, and related patient education and counseling to which plaintiffs object on religious grounds, *e.g.*, 26 C.F.R. § 54.9815-2713(a)(1)(iv); 29 C.F.R. § 2590.715-2713(a)(1)(iv); 45 C.F.R. § 147.130(a)(1)(iv); and

(2) any penalties, fines, or assessments for noncompliance with the June 30, 2014 Contraceptive Coverage Requirement, including those found in 26 U.S.C. § 4980D and 29 U.S.C. §§ 1132 and 1185d; and

(b) from taking any other actions based on noncompliance with the June 30, 2014 Contraceptive Coverage Requirement

against plaintiff Tyndale House Publishers, Inc., its employee health plan(s), the group health coverage provided in connection with such plan(s), and/or Tyndale House Publishers, Inc.'s health insurance issuers and/or third-party administrators with respect to Tyndale House Publishers, Inc.'s health plan(s); and it is further

ORDERED that judgment is entered in favor of plaintiffs and against defendants on plaintiffs' claim under the Religious Freedom Restoration Act, 42 U.S.C. §§ 2000bb *et seq.*; and it is further

ORDERED that nothing herein prevents defendants, their employees, agents, and successors in office from enforcing the contraceptive coverage requirement against plaintiff Tyndale House Publishers, Inc., its employee health plan(s), the group health coverage provided in connection with such plan(s), and/or Tyndale House Publishers, Inc.'s health insurance issuers and/or third-party administrators with respect to Tyndale House Publishers, Inc.'s health plan(s), if religious accommodations to the contraceptive coverage requirement are made available to for-profit entities; and it is further

ORDERED that nothing herein prevents plaintiffs from filing a new civil action to challenge any such future religious accommodations; and it is further

ORDERED that any petition by plaintiffs for attorneys' fees or costs shall be submitted on or before 45 days (or the next business day if that day falls on a weekend or court holiday) from the date this judgment is issued.

Respectfully submitted this March 6, 2015.

Attorneys for Plaintiffs:

s/ Matthew S. Bowman
Steven H. Aden, Esq.
Gregory S. Baylor, Esq.
Matthew S. Bowman
(D.C. Bar # 993261)
Alliance Defending Freedom
801 G Street NW, Suite 509
Washington, D.C. 20001
Phone: (202) 393-8690
Fax: (202) 237-3622
mbowman@alliancedefendingfreedom.org

David A. Cortman, Esq.
ALLIANCE DEFENDING FREEDOM
1000 Hurricane Shoals Road NE
Suite D-1100
Lawrenceville, GA 30043
(770) 339-0774
(770) 339-6744 (facsimile)
dcortman@alliancedefendingfreedom.org

Kevin H. Theriot, Esq.
ALLIANCE DEFENDING FREEDOM
15192 Rosewood
Leawood, KS 66224
(913) 685-8000
(913) 685-8001 (facsimile)
ktheriot@alliancedefendingfreedom.org

Attorneys for Defendants:

BENJAMIN C. MIZER
Acting Assistant Attorney General

JENNIFER RICKETTS
Director

SHEILA M. LIEBER
Deputy Director

/s/ Benjamin L. Berwick
BENJAMIN L. BERWICK (MA Bar No. 679207)
Trial Attorney
United States Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue N.W., Room 7306
Washington, D.C. 20001
Tel: (202) 305-8573; Fax: (202) 616-8470
Email: benjamin.l.berwick@usdoj.gov

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was electronically filed with the Court's ECF system on March 6, 2015, and was thereby electronically served on counsel for Defendants and others who have appeared in the case.

s/ Matthew S. Bowman
Matthew S. Bowman