

**FOR IMMEDIATE RELEASE:**

May 30, 2018

**Contact:** James Hallinan

(505) 660-2216

## **AG Balderas Fights Trump's Roll Back of Contraceptive Coverage for New Mexican Women**

*Balderas: "President Trump has no business interfering with the personal health decisions and family planning of New Mexican women"*

*Santa Fe, NM* – Today, Attorney General Hector Balderas joined a coalition of 16 attorneys general in filing a brief strongly opposing the Trump Administration's decision to roll back the Affordable Care Act's requirement that employers include birth control coverage in their health insurance plans. The amicus brief, filed Tuesday afternoon, supports California, Delaware, Maryland, New York and Virginia's lawsuit seeking to stop the federal government from implementing new regulations that authorize most employers with a religious or moral objection to contraception to block their employees, and their employees' dependents, from receiving health insurance coverage for contraceptive care and services. The federal government appealed the case to the Ninth Circuit after the district court issued a nationwide injunction stopping the rules from being implemented.

"President Trump has no business interfering with the personal health decisions and family planning of New Mexican women," said Attorney General Balderas. "I will continue to stand up to the President's harmful actions towards New Mexico families."

Since the ACA was enacted in 2010, most employers who provide health insurance coverage to their employees have been required to include coverage for contraception, at no cost to the employee. As a result of the ACA, more than 55 million women in the United States have access to a range of FDA-approved methods of birth control, including the longest-acting and most effective, with no out-of-pocket costs.

In the brief, the state attorneys general argue that the regulations threaten the health and well-being as well as the economic stability of hundreds of thousands of residents by depriving them of contraception coverage. They also contend that this will then force their states to spend millions of dollars to provide their residents with replacement contraceptive care and services.

"Contraception reduces the risk of unintended pregnancies, adverse pregnancy outcomes, and other negative health consequences," the attorneys general wrote in the brief. "And by enhancing women's control over their bodies, contraception gives them the power to choose if and how they pursue educational, employment, and familial opportunities."

In December 2017, California, Delaware, Maryland, New York and Virginia secured a nationwide preliminary injunction. The district court ruled that the regulations violated the Administrative Procedure Act. In a separate case, Pennsylvania also successfully obtained a nationwide injunction. Pennsylvania's case is currently pending in the Third Circuit. The Massachusetts case has been appealed to the First Circuit.

AG Balderas was joined by the attorneys general of Connecticut, Hawaii, Illinois, Iowa, Massachusetts, Maine, Minnesota, New Jersey, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, Washington, and the District of Columbia in filing the brief.

Please see attached for a copy of the brief.

# # #

No. 18-15255

---

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

---

STATE OF CALIFORNIA ET AL.,

*Plaintiffs-Appellees.*

v.

ALEX M. AZAR II, IN HIS OFFICIAL CAPACITY AS SECRETARY OF THE U.S. DEPARTMENT OF  
HEALTH AND HUMAN SERVICES, ET AL.,

*Defendants-Appellants.*

---

On Appeal from the United States District Court  
for the Northern District of California

---

**BRIEF OF MASSACHUSETTS, CONNECTICUT, DISTRICT OF COLUMBIA,  
HAWAII, ILLINOIS, IOWA, MAINE, MINNESOTA, NORTH CAROLINA, NEW  
JERSEY, NEW MEXICO, OREGON, PENNSYLVANIA, RHODE ISLAND, VERMONT,  
AND WASHINGTON  
AS AMICI CURIAE IN SUPPORT OF APPELLEES**

---

MAURA HEALEY  
Attorney General of Massachusetts  
Genevieve C. Nadeau, Bar No. 222398  
Jonathan B. Miller  
Jon Burke  
Julia E. Kobick  
Assistant Attorneys General  
Elizabeth Carnes Flynn  
Special Assistant Attorney General  
One Ashburton Place  
Boston, MA 02108  
Telephone: (617) 963-2121  
Email: [Genevieve.Nadeau@state.ma.us](mailto:Genevieve.Nadeau@state.ma.us)  
*Attorneys for Amicus Curiae Commonwealth  
of Massachusetts*

*(Additional counsel listed on signature page)*

---

**TABLE OF CONTENTS**

TABLE OF AUTHORITIES .....iii

INTRODUCTION AND INTERESTS OF *AMICI* STATES ..... 1

SUMMARY OF ARGUMENT ..... 2

ARGUMENT ..... 3

    I.    The Plaintiff States Have Standing to Challenge the Rules ..... 3

        A.    States Are Entitled to Invoke Federal Jurisdiction to  
            Protect the Health and Wellbeing of Their Residents..... 3

            1.    Access to Affordable Contraception is Critical  
                to the Health and Wellbeing of Women and the  
                Economies and Public Health of States ..... 4

            2.    States Cannot Guarantee Access to  
                Contraception Without Federal Support..... 5

        B.    The Rules Will Inflict Irreparable Fiscal Injuries on  
            the States ..... 6

            1.    The Rules Will Cause Hundreds of Thousands  
                of People to Lose Coverage ..... 8

            2.    The Rules Will Have a Nationwide Impact..... 10

            3.    The Rules Will Result in More Women  
                Receiving Care Through State-Funded  
                Programs ..... 12

            4.    States Will Bear Increased Health Care Costs  
                Associated with Unintended Pregnancies and  
                Negative Health Outcomes ..... 14

5.	States Are Not Required to Identify a “Particular Woman” in Order to Establish Standing .....	15
C.	Defendants’ Violation of the Administrative Procedure Act’s Notice and Comment Requirements Constitutes a Separate Legally Cognizable and Irreparable Harm to the States .....	17
II.	The District Court Properly Issued a Nationwide Preliminary Injunction.....	21
A.	Plaintiff States Have Standing to Seek a Nationwide Injunction .....	21
B.	The District Court Did Not Abuse Its Discretion in Enjoining the Rules Nationwide .....	23
CONCLUSION .....		29

## TABLE OF AUTHORITIES

### Cases

<i>Alfred L. Snapp &amp; Son, Inc. v. Puerto Rico ex rel. Barez</i> , 458 U.S. 592 (1982).....	5
<i>Bresgal v. Brock</i> , 843 F.2d 1163 (9th Cir. 1987) .....	24-25
<i>Califano v. Yamasaki</i> , 442 U.S. 682 (1979).....	24, 27
<i>California v. Health &amp; Human Servs.</i> , 281 F. Supp. 3d 806 (N.D. Cal. 2017).....	18, 19, 22, 26, 28
<i>Central Delta Water Agency v. United States</i> , 306 F.3d 938 (9th Cir. 2002) .....	16
<i>Citizens for Better Forestry v. U.S. Dep’t of Agric.</i> , 341 F.3d 961 (9th Cir. 2003) .....	18
<i>Citizens for Better Forestry v. U.S. Dep’t of Agric.</i> , 481 F. Supp. 2d 1059 (N.D. Cal. 2007).....	19
<i>City of Chicago v. Sessions</i> , 888 F.3d 272 (7th Cir. 2018) .....	21, 24, 25, 26, 27
<i>Conservation Law Foundation, Inc. v. Busey</i> , 79 F.3d 1250 (1st Cir. 1996).....	20
<i>Covington v. Jefferson Cty.</i> , 358 F.3d 626 (9th Cir. 2004) .....	16
<i>Earth Island Inst. v. Ruthenbeck</i> , 490 F.3d 687 (9th Cir. 2007) .....	23

<i>Harris v. Board of Supervisors, Los Angeles Cty.</i> , 366 F.3d 754 (9th Cir. 2004) .....	16-17
<i>Hawaii v. Trump</i> , 859 F.3d 741 (9th Cir. 2017) (per curiam) .....	23, 24, 26
<i>Idaho Farm Bureau Fed’n v. Babbitt</i> , 58 F.3d 1392 (9th Cir. 1995) .....	23
<i>Int’l Union, United Mine Workers of Am. v. Mine Safety &amp; Health Admin.</i> , 407 F.3d 1250 (D.C. Cir. 2005).....	19
<i>Los Angeles Haven Hospice, Inc. v. Sebelius</i> , 638 F.3d 644 (9th Cir. 2011) .....	26
<i>Madsen v. Women’s Health Ctr., Inc.</i> , 512 U.S. 753 (1994).....	24
<i>Massachusetts v. E.P.A.</i> , 549 U.S. 497 (2007).....	3, 4, 5, 6, 16
<i>Massachusetts v. U.S. Dept. of Health &amp; Human Servs.</i> , 2018 WL 1257762 (D. Mass. March 12, 2018) .....	28
<i>Nat’l Mining Ass’n v. U.S. Army Corps of Eng’rs</i> , 145 F.3d 1399 (D.C. Cir. 1998).....	23
<i>Natural Resources Defense Council v. E.P.A.</i> , 542 F.3d 1235 (9th Cir. 2008) .....	4
<i>N. Mariana Islands v. United States</i> , 686 F. Supp. 2d 7 (D.D.C. 2009).....	19, 20
<i>Paulsen v. Daniels</i> , 413 F.3d. 999 (9th Cir. 2005) .....	20, 23

<i>Pennsylvania v. Trump</i> , 281 F. Supp. 3d 553 (E.D. Pa. 2017).....	28
<i>Public Citizen v. Dep’t of Transp.</i> , 316 F.3d 1002 (9th Cir. 2003) .....	18
<i>S.E.C. v. Wencke</i> , 622 F.2d 1363 (9th Cir. 1980) .....	22
<i>State of N.J., Dept of Env’t Prot. Agency v. E.P.A.</i> , 626 F.2d 1038 (D.C. Cir. 1980).....	18
<i>Summers v. Earth Island Inst.</i> , 555 U.S. 488 (2009).....	23
<i>Texas v. United States</i> , 809 F.3d 134 (5th Cir. 2015) .....	6, 7
<i>Town of Chester v. Laroe Estates, Inc.</i> , 137 S. Ct. 1645 (2017).....	22
<i>Trump v. Int’l Refugee Assistance Project</i> , 137 S. Ct. 2080 (2017).....	22-23, 24, 25
<i>United States v. Schiff</i> , 379 F.3d 621 (9th Cir. 2004) .....	22
<i>U.S. Philips Corp. v. KBC Bank N.V.</i> , 590 F.3d 1091 (9th Cir. 2010) .....	28
<i>Wyoming ex rel. Crank v. United States</i> , 539 F.3d 1236 (10th Cir. 2008) .....	6

## **Statutes**

5 U.S.C. § 553 .....	18
----------------------	----



5 U.S.C. § 706(2) .....	24
29 U.S.C. § 1144(a) .....	6

### **Regulations and Regulatory Materials**

Fed. R. Civ. P. 23 .....	25
78 Fed. Reg. 39870 (July 2, 2013).....	7
82 Fed. Reg. 47792 (Oct. 13, 2017).....	<i>passim</i>
82 Fed. Reg. 47838 (Oct. 13, 2017).....	<i>passim</i>
83 Fed. Reg. 2642 (Jan. 18, 2018) .....	13
130 Code Mass. Regs. 450.317.....	15

### **Other Authorities**

<i>2016 Employer Benefits Survey</i> , Henry J. Kaiser Family Foundation (Sept. 2016).....	6, 10
<i>California v. Health and Human Servs.</i> , No. 4:17-cv-05783-HSG, Doc. 74 (N.D. Cal., Dec. 6, 2017) .....	27
Guttmacher Institute, <i>Improving Contraceptive Use in the United States</i> (May 2008).....	5
Guttmacher Institute, <i>Insurance Coverage of Contraceptives</i> (May 2018) .....	6
Guttmacher Institute, <i>Medicaid Family Planning Eligibility Expansions</i> (May 2018).....	12
Institute of Medicine, <i>Clinical Preventive Services for Women: Closing the Gaps</i> (2011) .....	4

Joint Motion by the Parties to Withdraw Case, <i>David Zubik, et al. v. Burwell et al.</i> , Nos. 14-1376 & 14-1377, (3d Cir. Oct 16, 2017).....	20
L. Sobel et al., <i>The Future of Contraceptive Coverage</i> , Henry J. Kaiser Family Foundation (Jan. 2017) .....	5
A. Sonfield et al., <i>Public Costs from Unintended Pregnancies and the Role of Public Insurance Programs in Paying for Pregnancy-Related ..... Care: National and State Estimates for 2010</i> , Guttmacher Institute (Feb. 2015) .....	15
A. Sonfield et al., <i>The Social and Economic Benefits of Women’s Ability to Determine Whether and When to Have Children</i> , Guttmacher Institute (Mar. 2013).....	4
U.S. Census Bureau, <i>Out-of-State and Long Commutes: 2011</i> , American Community Survey Reports (Feb. 2013).....	25
U.S. Congress, Joint Economic Committee, <i>The Economic Benefits of Access to Family Planning</i> (Oct. 2015).....	4

## INTRODUCTION AND INTERESTS OF *AMICI* STATES

The *Amici* States have compelling interests in protecting the health, wellbeing, and economic security of their residents. To promote these interests, the States are committed to ensuring a strong and robust regulatory regime that makes contraception as widely available and affordable as possible. Access to contraception advances educational opportunity, workplace equality, and financial empowerment for women; improves the health of women and children; and reduces healthcare related costs for individuals, families, and States.

Without federal support, States cannot safeguard their residents' access to affordable contraception. Although most States have laws requiring health plans to cover contraception, federal law preempts State regulation of self-funded employer-sponsored plans, which cover tens of millions of people. For this and other reasons, the *Amici* States have an interest in ensuring that, in implementing the Patient Protection and Affordable Care Act's contraceptive mandate, Defendants develop rules that further women's health and equality and do not impose unjustifiable costs on the States.

The *Amici* States also have a strong interest in a fair and transparent federal regulatory process. The *Amici* States depend on federal agencies to follow proper

rulemaking procedures designed to encompass consideration of a broad array of interests—including those of State and local governments—before making important, and often complex, regulatory decisions.

### **SUMMARY OF ARGUMENT**

The five Plaintiff States here seek to protect themselves, other States, and women across the country from the harms that will result from Defendants’ attempt to nullify provisions of the Patient Protection and Affordable Care Act (“ACA”) that guarantee women equal access to preventive medical care—specifically contraceptive care and services. Defendants have issued two Interim Final Rules (the “Rules”) that authorize employers with religious or moral objections to contraception to block employees and their dependents from receiving contraceptive coverage.

The Rules have caused—and will continue to cause—significant harm to States. These harms, which are irreparable, give States Article III standing to challenge the Rules. The Rules will deprive hundreds of thousands of people of contraceptive coverage, threatening the health and wellbeing of State residents, and the economic and public health of States generally. As a result, States will be forced to expend millions of dollars to provide replacement contraceptive care and services for their residents. In addition, Defendants’ failure to provide notice of,

and an opportunity to comment on, the Rules prior to implementing them inflicted a distinct Article III injury. States have a right to participate in the development of regulations that implicate their interests.

The District Court did not abuse its discretion by issuing a nationwide injunction. When federal regulatory action is unlawful, courts typically invalidate the action in its entirety. The District Court was justified in following that rule in this case, particularly because doing so was necessary to preserve the status quo and redress the Plaintiff States' injuries.

## **ARGUMENT**

### **I. The Plaintiff States Have Standing to Challenge the Rules.**

The Rules have injured or threaten to injure States' quasi-sovereign, proprietary, and procedural interests. These injuries give the Plaintiff States clear standing to challenge the Rules.

#### **A. States Are Entitled to Invoke Federal Jurisdiction to Protect the Health and Wellbeing of Their Residents.**

“It is of considerable relevance that the part[ies] seeking review here [are] sovereign State[s] and not...private [litigants].” *Massachusetts v. E.P.A.*, 549 U.S. 497, 518 (2007). When States invoke federal jurisdiction to protect their quasi-sovereign interest in the health and wellbeing of their residents, they must be given

“special solicitude” in the standing analysis.<sup>1</sup> *Id.* at 518-21. And States’ standing to challenge federal regulatory action is at its strongest where, as here, regulations threaten both quasi-sovereign and proprietary interests. *Id.*

**1. Access to Affordable Contraception is Critical to the Health and Wellbeing of Women and the Economies and Public Health of States.**

More than 30 million women of child-bearing age reside in the *Amici* and Plaintiff States. Access to contraception affects myriad aspects of these women’s lives. Contraception reduces the risk of unintended pregnancies, adverse pregnancy outcomes, and other negative health consequences.<sup>2</sup> And by enhancing women’s control over their bodies, contraception gives them the power to choose if and how they pursue educational, employment, and familial opportunities.<sup>3</sup>

---

<sup>1</sup> States also have standing to sue as *parens patriae*. While States may not proceed as *parens patriae* against the federal government to avoid the application of federal law to their residents, they may proceed against federal agencies to vindicate the rights Congress has afforded to those residents. *See Massachusetts*, 549 U.S. at 520 n.17; *see also Natural Resources Defense Council v. E.P.A.*, 542 F.3d 1235, 1248 n.8 (9th Cir. 2008) (rejecting the argument that States “are barred from litigating as *parens patri[a]e* to enforce a federal statute against the federal government”).

<sup>2</sup> *See* Institute of Medicine, *Clinical Preventive Services for Women: Closing the Gaps*, at 103, 105-07 (2011).

<sup>3</sup> A. Sonfield et al., *The Social and Economic Benefits of Women’s Ability to Determine Whether and When to Have Children*, Guttmacher Institute, at 7, 11-12 (Mar. 2013), [https://www.guttmacher.org/sites/default/files/report\\_pdf/social-economic-benefits.pdf](https://www.guttmacher.org/sites/default/files/report_pdf/social-economic-benefits.pdf); U.S. Congress, Joint Economic Committee, *The Economic Benefits of Access to Family Planning* (Oct. 2015),

Overwhelming empirical evidence shows that, in turn, improving access to affordable contraception significantly benefits States' economies and public health—benefits maximized by providing no-cost access to a range of contraceptive options.<sup>4</sup> When cost and access are not barriers, and a range of options is available, women choose, and consistently use, more effective and reliable forms of contraception.<sup>5</sup>

## **2. States Cannot Guarantee Access to Contraception Without Federal Support.**

States have a heightened claim to special solicitude in this litigation. Federal law precludes States from using their “sovereign lawmaking powers” to provide all their residents the comprehensive contraceptive coverage guaranteed by the ACA and threatened by the Rules. *Massachusetts*, 549 U.S. at 519 (citing *Alfred L. Snapp & Son, Inc. v. Puerto Rico ex rel. Barez*, 458 U.S. 592, 607 (1982)).

---

[https://www.jec.senate.gov/public/\\_cache/files/d0a67745-74ff-439c-a75a-aacc47e0abc1/jec-fact-sheet---economic-benefits-of-access-to-family-planning.pdf](https://www.jec.senate.gov/public/_cache/files/d0a67745-74ff-439c-a75a-aacc47e0abc1/jec-fact-sheet---economic-benefits-of-access-to-family-planning.pdf).

<sup>4</sup> Guttmacher Institute, *Improving Contraceptive Use in the United States*, at 4-5 (May 2008), [https://www.guttmacher.org/sites/default/files/report\\_pdf/improvingcontraceptiveuse\\_0.pdf](https://www.guttmacher.org/sites/default/files/report_pdf/improvingcontraceptiveuse_0.pdf).

<sup>5</sup> L. Sobel et al., *The Future of Contraceptive Coverage*, Henry J. Kaiser Family Foundation (Jan. 2017), <https://www.kff.org/womens-health-policy/issue-brief/the-future-of-contraceptive-coverage/>.

Twenty-eight States and the District of Columbia have adopted laws that effectively require health plans to provide contraceptive coverage; eleven States have ACA-style regulations that mandate no-cost coverage.<sup>6</sup> However, the Employee Retirement Income Security Act (“ERISA”) preempts application of these laws to the most common employer-sponsored health plans covered by the ACA: self-funded plans.<sup>7</sup> *See* 29 U.S.C. § 1144(a). States thus have a powerful, sovereign interest in ensuring proper enforcement and implementation of the ACA.<sup>8</sup> *See Massachusetts*, 549 U.S. at 518-21.

**B. The Rules Will Inflict Irreparable Fiscal Injuries on the States.**

The Rules will result in hundreds of thousands of employees and their dependents losing the comprehensive, contraceptive coverage guaranteed by the ACA. That, in turn, will impose direct and irremediable financial harm on the

---

<sup>6</sup> *See generally* Guttmacher Institute, *Insurance Coverage of Contraceptives* (May 2018), <https://www.guttmacher.org/state-policy/explore/insurance-coverage-contraceptives>.

<sup>7</sup> Approximately 61% of covered workers are enrolled in a self-funded health plan. *See 2016 Employer Benefits Survey*, Henry J. Kaiser Family Foundation, § 10 (Sept. 2016) (“Employer Benefits Survey”), <https://www.kff.org/report-section/ehbs-2016-section-ten-plan-funding/>.

<sup>8</sup> Federal preemption of State laws may constitute an additional injury sufficient to afford standing. *See Texas v. United States*, 809 F.3d 134, 153 (5th Cir. 2015); *Wyoming ex rel. Crank v. United States*, 539 F.3d 1236, 1241-42 (10th Cir. 2008).



States. This is not speculation: it is the conclusion set out in Defendants’ own Regulatory Impact Analysis (“RIA”).<sup>9</sup> *See* 82 Fed. Reg. 47792, 47815-24 (Oct. 13, 2017); 82 Fed. Reg. 47838, 47856-57 (Oct. 13, 2017). First, many women who lose contraceptive coverage as a result of the Rules will obtain replacement care and services through state-funded programs. This fact does not erase the threat posed by the Rules—it compounds the injury. *See Texas v. United States*, 809 F.3d 134, 156-57 (5th Cir. 2015) (changes in federal regulations that force States to choose between incurring costs and altering established laws or programs impose a cognizable harm). Second, while States will be able to mitigate some of the Rules’ negative effects, many women will not be able to obtain replacement coverage. As Defendants have repeatedly acknowledged, there is no effective substitute for the ACA’s seamless, no-cost coverage. *See, e.g.*, 78 Fed. Reg. 39870, 39888 (July 2, 2013). As a result, States will also be forced to bear additional costs from unintended pregnancies and other negative health outcomes caused by reduced access to contraception.

---

<sup>9</sup> The RIA is Defendants’ official, legally mandated explanation of each Rules’ anticipated costs, benefits, and broader effects. *See* 82 Fed. Reg. at 47815. Hereinafter, “RIA” refers to the Religious Exemption Rule’s RIA.

**1. The Rules Will Cause Hundreds of Thousands of People to Lose Coverage.**

Defendants' RIA concludes that between approximately 356,350 and 1,348,315 employees and their dependents<sup>10</sup> will lose their employer-sponsored contraceptive coverage due to the Rules. *See* 82 Fed. Reg. at 47815-24; 82 Fed. Reg. 47856-58. Defendants calculate that this means between 31,715 ("lower bound") and 120,000 ("upper bound") women who are currently using "affected contraceptives" will lose their employer-sponsored coverage. *Id.* at 47821, 47823, 47858. These figures offer a snapshot of the Rules' direct and immediate effect. Cumulatively, a much larger number of women will be affected over time if the Rules go into effect.

The lower and upper bounds are based on two different calculation methods. *See* 82 Fed. Reg. at 47821. The lower bound is calculated using information about employers who have objected to providing contraceptive coverage under the ACA, either through litigation ("litigating employers") or by using the ACA's existing accommodation ("accommodated employers"). *Id.* at 47815-21. This approach is limited by several factors; Defendants do not even know how many employers are

---

<sup>10</sup> The RIA provides partial figures for affected employees and dependents. *See, e.g.*, 82 Fed. Reg. at 47820-21. The total number can be calculated from the figures provided for affected women of child-bearing age who are currently using covered contraceptives discussed *infra*. Defendants assume that these women are 8.9% of all affected employees and their dependents. *See id.* at 47824.

using the accommodation, and lack information concerning many, if not most, of the employers they have identified. *Id.* For the upper bound, Defendants use the number of employers that excluded contraceptive coverage from their health plans before the ACA went into effect as a proxy to calculate the number of employees who will be affected by the Rules. *See* 82 Fed. Reg. at 47821-24. Defendants conclude that the number of women who will lose coverage as a result of the Rules will be only a small fraction of the number of women who were denied contraceptive coverage prior to the ACA. *Id.*

Importantly, the figures provided in the RIA account for many factors that could affect employers' use of the expanded exemptions. For example, Defendants adjust their calculations to account for the fact that some objecting employers will continue to use the accommodation rather than the expanded exemptions, *see, e.g.*, 82 Fed. Reg. at 47815; that some employers are covered by injunctions exempting them from the contraceptive mandate, *id.* at 47818; and that some employers who choose to use the expanded exemptions will object to covering only a few contraceptive methods, *id.* at 47823.

In sum, the RIA establishes that tens of thousands of women who are currently using a method of contraception covered by the ACA will immediately lose their employer-sponsored coverage as a direct result of the Rules, should they

go into effect. Defendants have provided no credible reason to believe that women residing in the Plaintiff and *Amici* States will be unaffected—there is none.

## **2. The Rules Will Have a Nationwide Impact.**

The Rules will affect States across the country, including States with contraceptive coverage laws. As Defendants acknowledge, most women who will lose contraceptive coverage as a result of the Rules work for employers with self-funded plans that are exempt from State regulation due to ERISA preemption. *See* 82 Fed. Reg. at 47820-21, 47823. Nationally, self-funded plans cover 61% of people who have employer-sponsored insurance.<sup>11</sup> This is reflected in the RIA: fewer than one-third of the women included in the lower bound are identified in the RIA as working for employers with health plans that are subject to State laws (fully-insured plans)<sup>12</sup>; and the upper bound already effectively excludes women who work for employers covered by State regulation.<sup>13</sup> *See* 82 Fed. Reg. at 47820-22.

---

<sup>11</sup> *See* Employer Benefits Survey, *supra*, note 7.

<sup>12</sup> The RIA provides insurance plan information only for accommodated employers. Including litigating employers would likely increase the proportion of women who have fully-insured plans.

<sup>13</sup> The upper bound is based on data concerning employers who excluded contraceptive coverage from their health plans in 2010. *See* 82 Fed. Reg. 47822 & n.87. Employers required to provide coverage under State laws—all of which pre-date 2010 except for Colorado’s and the District of Columbia’s laws—are necessarily excluded from this estimate.

Consistent with these facts, the administrative record identifies multiple litigating employers that Defendants expect will use the exemptions and that are located in the Plaintiff States—for example, Hobby Lobby Stores Inc., Global Pump Co., Media Research Center, Mersino Dewatering, and Trijicon, Inc. *See* Exhibit A.<sup>14</sup> These employers are among the wide range of companies identified in the record that have objected to providing contraceptive coverage under the ACA and are not subject to State coverage laws, either because they are located in States without such laws or because they use plans subject to ERISA preemption. *See id.* While Defendants do not provide (or even have) information about many employers that will use the exemptions, *see* 82 Fed. Reg. at 47815-21, these companies employ tens of thousands of people across the country, including in the Plaintiff and *Amici* States. *See* Exhibit A.<sup>15</sup>

---

<sup>14</sup> Exhibit A includes two spreadsheets that Defendants used to calculate the number of women likely to be affected by the Rules in the RIA. The spreadsheets were included in the administrative record filed in the District Court, at Exhibits 55 and 82, pages 669264-70 and 670107-33. The RIA estimates that “8,700 women of childbearing age that use contraception...will be affected by the use of the expanded exemption among litigating entities. 82 Fed. Reg. at 47821. Exhibit A (pages 669264-70) identifies the “litigating entities” included in this estimate.

<sup>15</sup> For example, the record identifies the following large litigating employers (with over 100 employees) that Defendants expect will utilize the Religious Exemption and are located in the *Amici* States: Alliance Home of Carlisle, Autocam Medical, Belmont Abbey College, Conestoga Wood Specialties Corp., Crown College, Dordt College, Franciscan Alliance, Geneva College, Hobby Lobby Stores Inc., Tyndale House Publishers Inc., and Westminster Theological Seminary. The record provides comparatively little information about the

### 3. The Rules Will Result in More Women Receiving Care Through State-Funded Programs.

The RIA estimates the direct cost of providing replacement care and services for women who lose employer-sponsored coverage as a result of the Rules at between \$18.5 and \$63.8 annually. *See* 82 Fed. Reg. at 47821, 47823-24. States will bear a significant share of this cost. As Defendants acknowledge—in attempting to downplay the Rules’ impact on women and their families—women who lose coverage as a result of the Rules will receive care and services through state-funded programs. *See, e.g.*, 82 Fed. Reg. at 47803. Millions of women across the country who receive coverage through an employer-sponsored plan are also eligible for a range of state-funded programs.

Among Plaintiff and *Amici* States, eligibility limits for state-sponsored programs extend up to 300% of the Federal Poverty Level (“FPL”) (and in limited circumstances beyond), with many such programs falling in the range of 200% to 250% of FPL.<sup>16</sup> With the 2018 FPL set at \$20,780 for a family of three, \$25,100

---

accommodated employers that Defendants indicate will be responsible for most of the Rules’ impact. *See* 82 Fed. Reg. at 47820-21.

<sup>16</sup> Guttmacher Institute, *Medicaid Family Planning Eligibility Expansions* (May 2018), <https://www.guttmacher.org/state-policy/explore/medicaid-family-planning-eligibility-expansions>. Several States offer coverage at or above 300% FPL for groups such as children up to age of 19 or individuals with disabilities.

for a family of four, and higher for larger families, *see* 83 Fed. Reg. 2642, 2643 (Jan. 18, 2018), this means that many women earning more than \$40,000 per year and even some women earning over \$70,000 may be eligible under these programs. State programs typically fall into three categories: Medicaid, Medicaid Family Planning Expansion, and Title X/State Family Planning. Coverage through employer-sponsored insurance generally does not render women ineligible, particularly where coverage has been declined by the employer, though not all States serve as secondary payers under their Medicaid programs. As shown in Exhibit B, a significant number of women *with employer-sponsored insurance* will be income-eligible for coverage under state programs when their employers choose to avail themselves of the exemptions created by the Rules. Overall, for the Plaintiff and *Amici* States included in the estimate, there are 5,731,912 income-eligible women, with 3,504,844 in self-funded plans. In Plaintiff States alone, 2,868,063 women are income-eligible, with 1,513,221 in self-funded plans.

Several States will actually be *required* to fund coverage for women under the States' existing Medicaid programs. State Medicaid programs can and do serve as secondary payers for eligible individuals even if they have other forms of insurance. Using the same criteria as with the analysis above, but shifting the FPL

to the basic Medicaid program income threshold (138% FPL)<sup>17</sup>, approximately 1,170,421 eligible women across twelve States can be identified.

The *Amici* States’ experience confirms that women who cannot utilize existing health care coverage (particularly when it comes to reproductive health) routinely seek coverage from state-funded programs, including at community health centers. In fact, many women who lose coverage because of the Rules will already be utilizing such programs. In Massachusetts, for example, the State Medicaid program, MassHealth, already covers more than 150,000 residents with inadequate commercial insurance. For these women, there will be no need to “seek out” state-funded care—they will automatically receive replacement coverage.

**4. States Will Bear Increased Health Care Costs Associated with Unintended Pregnancies and Negative Health Outcomes.**

The reduction in access to contraception caused by the Rules will also lead to an increase in unintended pregnancies and negative health outcomes for women

---

<sup>17</sup> Twenty-five States, including California, Maryland, New York, and Virginia, have extended Medicaid eligibility for family planning services above this income threshold. *See supra*, at n. 16. As a result, this figure likely understates the number of eligible women.



and children.<sup>18</sup> This will impose additional costs on States, which already spend billions of dollars annually on unintended pregnancies.<sup>19</sup> The fact that women who lose contraceptive coverage because of the Rules will retain the balance of coverage provided by their employer-sponsored plans will not insulate States from harm. Increased health care costs will be passed on to the States through Medicaid and other programs that provide wrap-around coverage and reimbursement for deductibles, co-insurance, emergency care and other amounts and services not covered by primary insurance.<sup>20</sup>

**5. States Are Not Required to Identify a “Particular Woman” in Order to Establish Standing.**

Defendants’ insistence that the Plaintiff States identify a “particular woman” who will receive state-funded care as a result of the Rules in order to have Article III standing, *see* Defendants’ Br. 27-28, 38 (hereinafter “Br.”), is both incorrect

---

<sup>18</sup> Defendants acknowledge that a “noteworthy” potential effect of the Rules will be an increase in spending on “pregnancy-related medical services.” 82 Fed. Reg. at 47827-28 & n.113.

<sup>19</sup> A. Sonfield et al., *Public Costs from Unintended Pregnancies and the Role of Public Insurance Programs in Paying for Pregnancy-Related Care: National and State Estimates for 2010*, Guttmacher Institute (Feb. 2015), [https://www.guttmacher.org/sites/default/files/report\\_pdf/public-costs-of-up-2010.pdf](https://www.guttmacher.org/sites/default/files/report_pdf/public-costs-of-up-2010.pdf).

<sup>20</sup> *See, e.g.*, 130 Code Mass. Regs. 450.317 (MassHealth’s wrap-around insurance regulations).

and misguided. As the Supreme Court has recognized, it is untenable to require States to set out the “precise metes and bounds” of threatened injuries before they occur. *Massachusetts*, 549 U.S. at 523 n. 21. Whether States can meet Defendants’ contrived bar “has nothing to do” with the likelihood that they will be harmed by the Rules. *Id.*

The RIA itself—with its conclusion that tens of thousands of women will lose coverage, many eligible for state-funded programs, as described above—establishes that the Rules present a concrete threat of harm to State interests. *See* 82 Fed. Reg. 47,815-24. Nothing more is required to establish standing. *See Harris v. Board of Supervisors, Los Angeles Cty.*, 366 F.3d 754, 762 (9th Cir. 2004) (plaintiff situated “in the path of likely danger” caused by planned state action has standing); *Covington v. Jefferson Cty.*, 358 F.3d 626, 638 (9th Cir. 2004) (“[E]vidence [of] a concrete risk of harm...is sufficient for injury in fact.”); *Central Delta Water Agency v. United States*, 306 F.3d 938, 949-50 (9th Cir. 2002) (“[A] credible threat of harm is sufficient to constitute actual injury for standing purposes.”).

Defendants’ position, if adopted, would compel States to wait until *after* they have suffered irreparable harm to challenge the Rules. *See Harris*, 366 F.3d

at 762. In the unlikely event that a State will be able to identify a “particular woman,” that could occur only after care has been provided and State funds expended. The Rules do not require employers to provide States advance notice before they drop coverage; in fact, the Rules do not require employers to provide any special notice even to their employees.<sup>21</sup> *See, e.g.*, 82 Fed. Reg. at 47808-09. Nor are women required to provide States advance notice of their intent to seek care from a state-funded program. And more generally, there is nothing in existing laws, regulations, or reporting structures that would ever result in a “particular woman” being identified to her State as utilizing a program because of the Rules. Yet it is absolutely clear—from Defendants’ own analyses—that such women will exist if the Rules are allowed to go into effect.

**C. Defendants’ Violation of the Administrative Procedure Act’s Notice and Comment Requirements Constitutes a Separate Legally Cognizable and Irreparable Harm to the States.**

Defendants’ procedural violation of the Administrative Procedure Act (“APA”) also confers Article III standing on the States. “To satisfy the injury in fact requirement, a plaintiff asserting a procedural injury must show that the

---

<sup>21</sup> The only notice required is the standard health plan disclosure already required by federal law. *See, e.g.*, 82 Fed. Reg. at 47808-09. Employees, then, may need to read through pages of insurance plan documents to determine whether their employer is utilizing the exemptions.

procedures in question are designed to protect some threatened concrete interest of his that is the ultimate basis of his standing.” *Citizens for Better Forestry v. U.S. Dep’t of Agric.*, 341 F.3d 961, 969 (9th Cir. 2003) (quoting *Public Citizen v. Dep’t of Transp.*, 316 F.3d 1002, 1015 (9th Cir. 2003)). As the District Court concluded, Defendants unlawfully promulgated the Rules without following the APA’s notice-and-comment requirements, 5 U.S.C. § 553. *See* 281 F. Supp. 3d 806, 824-29 (N.D. Cal. 2017). And, as discussed, the Rules affect concrete State interests: they will have a severe impact on the health, finances, and wellbeing of thousands of residents, their families and communities, and will impose substantial costs on the States. *See supra*, at 6-15. The States had a right to raise these issues with Defendants through the notice-and-comment process *before* the Rules went into effect—at an “early stage” of the rulemaking process when Defendants were likely to give “real consideration to alternative ideas.” *State of N.J., Dept of Env’tl Prot. Agency v. E.P.A.*, 626 F.2d 1038, 1049 (D.C. Cir. 1980). By unlawfully issuing the Rules as interim final rules, Defendants deprived the States of their right to “participate in and influence” the regulatory process, undermining their ability to protect their interests and those of their residents. *Id.* at 1050.

This harm is, moreover, irreparable, justifying the District Court’s issuance

of a preliminary injunction. The purposes of the notice-and-comment requirements are “(1) to ensure that agency regulations are tested via exposure to diverse public comment, (2) to ensure fairness to affected parties, and (3) to give affected parties an opportunity to develop evidence in the record to support their objections to the rule and thereby enhance the quality of judicial review.” *Int’l Union, United Mine Workers of Am. v. Mine Safety & Health Admin.*, 407 F.3d 1250, 1259 (D.C. Cir. 2005). By bypassing required rulemaking procedures, Defendants deprived States of the opportunity to object to, remedy, or develop further record evidence regarding the Rules’ deficiencies. *See* 281 F. Supp. 3d at 829-30 (“Plaintiffs are not only likely to suffer irreparable procedural harm in the absence of a preliminary injunction, they already have done so.”); *N. Mariana Islands v. United States*, 686 F. Supp. 2d 7, 17-19 (D.D.C. 2009) (failure to provide notice and accept public comment, as required by APA, constituted irreparable harm); *Citizens for Better Forestry v. U.S. Dep’t of Agric.*, 481 F. Supp. 2d 1059, 1100 (N.D. Cal. 2007) (“The irreparable harm in this case stems from the agency’s failure to follow the statutes’ procedural mandates, which required it.... to open the rule up to public notice and comment.”).

There is no adequate remedy for this injury other than injunctive relief. Providing the States a late, post-implementation opportunity to comment on the rules is no substitute for proper notice-and-comment rulemaking. *See Paulsen v. Daniels*, 413 F.3d 999, 1004 (9th Cir. 2005) (“It is antithetical to the structure and purpose of the APA for an agency to implement a rule first, and then seek comment later.”). Among other issues, there is no reasonable possibility that Defendants will give meaningful consideration to the States’ objections to the Rules now. Agencies are particularly unlikely to give consideration to post-implementation comments where, as here, the regulations are “complex and far-reaching” and would be burdensome to unwind. *N. Mariana Islands*, 686 F. Supp. 2d at 17; *see also Conservation Law Foundation, Inc. v. Busey*, 79 F.3d 1250, 1271 (1st Cir. 1996) (agencies’ failure to follow rulemaking procedures constitutes irreparable harm where the agencies’ actions cause them to “become entrenched in a decision . . . because they have made commitments or taken action to implement the...decision”). Defendants’ actions bear out this concern. The Rules were drafted to respond to issues raised by employers in a number of pending cases. On the *first business day* after the Rules were published in the Federal Register, Defendants agreed to dismiss those pending cases. *See, e.g.*, Joint Motion by the

Parties to Withdraw Case, *David Zubik, et al. v. Burwell et al.*, Nos. 14-1376 & 14-1377 (3d Cir. Oct 16, 2017). Defendants have thus already demonstrated their complete commitment to these “interim” Rules.

## **II. The District Court Properly Issued a Nationwide Preliminary Injunction.**

The proper remedy for Defendants’ failure to comply with the APA was a nationwide preliminary injunction barring the Rules from taking effect pending a final determination on the merits. The District Court had the authority under Article III to halt implementation of a uniform, national policy promulgated in violation of the APA’s procedural safeguards. And it appropriately exercised its broad discretion to fashion relief that preserved the status quo, provided complete relief to the parties, and forestalled the harms that would otherwise be inflicted on women and States nationwide.

### **A. Plaintiff States Have Standing to Seek a Nationwide Injunction.**

Defendants object to the scope of the injunction by claiming that the Plaintiff States lack Article III standing to obtain relief on behalf of entities other than themselves. *See* Br. 68. That argument is, as the Seventh Circuit recently put it, “a non-starter.” *City of Chicago v. Sessions*, 888 F.3d 272, 289 (7th Cir. 2018) (upholding a nationwide preliminary injunction). To come within a federal court’s Article III jurisdiction, “a plaintiff must demonstrate standing for each *claim* [it]

seeks to press and for each *form* of relief that is sought,” whether the relief be in the form of damages, injunctive relief, or declaratory relief. *Town of Chester v. Laroe Estates, Inc.*, 137 S. Ct. 1645, 1650 (2017) (emphasis added). Thus, “a plaintiff who has standing to seek damages must also demonstrate standing to pursue injunctive relief.” *Id.* But once a plaintiff has established that it has standing for each claim and each form of relief, Article III imposes no further restraint on the *scope* of an injunction that a District Court may order. To the contrary, “[t]he Supreme Court has repeatedly emphasized the broad equitable powers of the federal courts to shape equitable remedies to the necessities of particular cases.” *S.E.C. v. Wencke*, 622 F.2d 1363, 1371 (9th Cir. 1980).

This case is of a piece with that settled doctrine. Once the District Court correctly determined that the Plaintiff States had Article III standing to pursue their APA claims and seek equitable relief, *see* 281 F. Supp. 3d at 821-22, it had broad authority, reviewed only for abuse of discretion, to issue a preliminary injunction tailored to the necessities of the case. *See United States v. Schiff*, 379 F.3d 621, 625 (9th Cir. 2004) (“The scope of a preliminary injunction is...reviewed for abuse of discretion.”). Its exercise of that authority is consistent with numerous decisions from the Supreme Court, this Court, and other Courts of Appeals that have upheld nationwide preliminary injunctions without raising, or by affirmatively rejecting, Article III concerns. *See, e.g., Trump v. Int’l Refugee Assistance Project*, 137 S.



Ct. 2080, 2087-88 (2017); *City of Chicago*, 888 F.3d at 289-90; *Hawaii v. Trump*, 859 F.3d 741, 787-88 (9th Cir. 2017) (per curiam), *vacated as moot on appeal*, 874 F.3d 1112 (9th Cir. 2017); *Earth Island Inst. v. Ruthenbeck*, 490 F.3d 687, 699 (9th Cir. 2007), *aff'd in part & rev'd in part on other grounds by Summers v. Earth Island Inst.*, 555 U.S. 488 (2009); *Paulsen*, 413 F.3d at 1008.

**B. The District Court Did Not Abuse Its Discretion in Enjoining the Rules Nationwide.**

Because Article III creates no barrier to the issuance of a nationwide injunction, the only question for this Court is whether the District Court abused its discretion in crafting the scope of the preliminary injunction. It did not. The District Court correctly applied the rule that legally deficient regulations are invalidated in their entirety, not as applied only to the plaintiffs; it ensured that the Plaintiff States obtained complete relief for their injuries; and it properly preserved the status quo pending final disposition.

“[W]hen a reviewing court determines that agency regulations are unlawful, the ordinary result is that the rules are vacated—not that their application to the individual petitioners is proscribed.” *Hawaii*, 859 F.3d at 788 (quoting *Nat’l Mining Ass’n v. U.S. Army Corps of Eng’rs*, 145 F.3d 1399, 1409 (D.C. Cir. 1998)). Likewise, “‘when a regulation is not promulgated in compliance with the APA, the regulation is invalid.’” *Paulsen*, 413 F.3d at 1008 (quoting *Idaho Farm Bureau Fed’n v. Babbitt*, 58 F.3d 1392, 1405 (9th Cir. 1995)). That settled rule

follows directly from the APA, which empowers courts to not only “hold unlawful,” but also to “set aside,” legally infirm “agency action.” 5 U.S.C. § 706(2). Contrary to Defendants’ argument, *see* Br. 70-71, the rule does not change because the relief in this case is preliminary rather than final. Indeed, this Court recently upheld a nationwide preliminary injunction forbidding enforcement of Executive Order 13780, which banned entry of foreign nationals from seven majority-Muslim countries into the United States. *See Hawaii*, 859 F.3d at 788. The Supreme Court, in turn, approved that preliminary relief not only for the named plaintiffs, but also for all entities nationwide that are “similarly situated” to those plaintiffs. *See Trump*, 137 S. Ct. at 2087-88; *see also City of Chicago*, 888 F.3d at 288-89. Thus, the preliminarily injunction here not only was authorized by the APA, but also accords with the default rule that unlawful agency actions are invalidated across the board.

Nor would an injunction limited to California, Delaware, Maryland, New York, and Virginia fully redress the injuries the Rules will inflict on the Plaintiff States. As Defendants recognize, Br. 68, “injunctive relief should...provide complete relief to the plaintiffs.” *Madsen v. Women’s Health Ctr., Inc.*, 512 U.S. 753, 765 (1994) (quoting *Califano v. Yamasaki*, 442 U.S. 682, 702 (1979)). Thus, “an injunction is not necessarily made overbroad by extending the benefit or protection to persons other than prevailing parties in the lawsuit—even if it is not a

class action—if such breadth is necessary to give the prevailing parties the relief to which they are entitled.” *Bresgal v. Brock*, 843 F.2d 1163, 1170-71 (9th Cir. 1987) (emphasis in original).<sup>22</sup> The Rules will inflict concrete fiscal harm on the Plaintiff States, as women who lose contraceptive coverage are forced to obtain contraception at state-funded clinics or through state Medicaid programs. *See supra*, at 6-15. Some of these women will likely work for out-of-state employers. Significant numbers of Maryland, Virginia, and Delaware residents, in particular, travel each day to jobs in neighboring States—500,000 Maryland residents, or 18% of the workforce; 353,000 Virginia residents, or 10% of the workforce; and 65,000 Delaware residents, or 16% of the workforce.<sup>23</sup> A preliminary injunction limited to the Plaintiff States would not prevent employers in neighboring States from

---

<sup>22</sup> Defendants claim that nationwide injunctive relief is only appropriate in a class action certified under Fed. R. Civ. P. 23. *See* Br. 72-73. This Court has already rejected that position in *Bresgal*. *See supra*, at 24-25. And the Supreme Court likewise rejected the same argument when it was raised last year by the dissenters in *Trump*. *See* 137 S. Ct. at 2090 (Thomas, J., dissenting) (objecting to scope of the nationwide preliminary injunction because “[n]o class has been certified”). As the Seventh Circuit has explained, “limit[ing] nationwide injunctions to class actions...is inconsistent with *Trump* and the myriad cases preceding it in which courts have imposed nationwide injunctions in individual actions.” *City of Chicago*, 888 F.3d at 290.

<sup>23</sup> U.S. Census Bureau, *Out-of-State and Long Commutes: 2011*, American Community Survey Reports, at 10 & tbl. 6 (Feb. 2013), <https://www.census.gov/prod/2013pubs/acs-20.pdf>. Similarly, 3% of New York’s workforce, or 234,000 residents, and 0.5% of California’s workforce, or 76,000 residents, work for employers in neighboring States. *Id.*

claiming one of the exemptions and dropping contraceptive coverage for their employees, who will in turn seek contraceptive care funded by the Plaintiff States. A broad injunction is therefore necessary to provide complete relief to the Plaintiff States.<sup>24</sup>

This Court has, moreover, applied this principle to uphold a nationwide injunction when an injunction limited to the plaintiffs “would not cure the statutory violations identified.” *Hawaii*, 859 F.3d at 788. As the District Court rightly concluded, the Rules are unlawful in *all* of their applications, because Defendants’ failure to provide advance notice of and accept written comments on the Rules violated the rights guaranteed by the APA to the Plaintiff States, the *Amici* States, and every American nationwide. *See* 281 F. Supp. 3d at 832. That conclusion, reached as a matter of law, is not fact-dependent and would not change if addressed in lawsuits brought by different plaintiffs in different jurisdictions. Unlike a case involving the “reasonableness of searches or the excessiveness of force,” this is not a case in which “the context of different factual scenarios will better inform the legal principle.” *City of Chicago*, 888 F.3d at 291. “[N]arrow question[s] of law,” like those presented this lawsuit, are therefore “more likely to

---

<sup>24</sup> This case is thus distinguishable from *Los Angeles Haven Hospice, Inc. v. Sebelius*, in which an injunction limited to the plaintiff *would* have afforded the plaintiff complete relief. *See* 638 F.3d 644, 664-65 (9th Cir. 2011).

lend [themselves] to broader injunctive relief.” *Id.*<sup>25</sup> And issuance of a nationwide injunctive relief was particularly appropriate when, as here, the APA claim was advanced by Plaintiff States and supported by *Amici* States that, together, represent nearly half the population of the United States. *See California v. Health and Human Servs.*, No. 4:17-cv-05783-HSG, Doc. 74 (N.D. Cal., Dec. 6, 2017) (*amici curiae* brief of 14 States and the District of Columbia).

Defendants fret that the issuance of a nationwide injunction “threaten[s] to bring all other cases to a halt and depriv[e] other courts of differing perspectives on important questions.” Br. 71. But the Supreme Court has rejected the “extreme position” that nationwide relief is impermissible simply because it might “foreclos[e] adjudication by a number of different courts and judges.” *Califano*, 442 U.S. at 702. And the litigation in this very case shows that Defendants’ concerns are unfounded. Understanding that the Rules will harm women nationwide, plaintiffs filed suit across the country shortly after the Rules became

---

<sup>25</sup> The other claims asserted by the Plaintiff States likewise present pure questions of law. Should this Court address those alternative bases for affirmance and conclude, for example, that the Rules exceeded the Defendants’ authority under the ACA and are not authorized by the Religious Freedom Restoration Act, or that they violate the Establishment Clause or Equal Protection Clause, a nationwide injunction would be equally appropriate. *See City of Chicago*, 888 F.3d at 291 (“broader injunction relief” is particularly appropriate “where the plaintiff has established a likelihood of success on a claim that the [federal defendant] has acted *ultra vires*” or where the legal claim turns on “the plain meaning of a sentence in a statute”).

effective. After a District Court in Pennsylvania issued a nationwide preliminary injunction forbidding enforcement of the Rules in *Pennsylvania v. Trump*, 281 F. Supp. 3d 553 (E.D. Pa. 2017), two other cases proceeded apace in California and Massachusetts, respectively issuing the separate nationwide injunction in the decision below, and reaching final judgment on the merits following cross-motions for summary judgment. *See* 281 F. Supp. 3d 806 (N.D. Cal. 2017); *Massachusetts v. U.S. Dept. of Health & Human Servs.*, 2018 WL 1257762 (D. Mass. March 12, 2018). Each of those decisions is now under review in different Courts of Appeals. *See* Nos. 17-3752, 18-1253 (3d Cir.); Doc. No. 91, 1:17-cv-11930-NMG (D. Mass.) (notice of appeal). The deliberative development of the law is not, as Defendants fear, impaired by a District Court’s decision to enjoin unlawful interim final regulations that apply uniformly nationwide.

Ultimately, in crafting the scope of the injunction, the District Court was mindful that its purpose was “to preserve the status quo and the rights of the parties until a final judgment issues in the cause.” *U.S. Philips Corp. v. KBC Bank N.V.*, 590 F.3d 1091, 1094 (9th Cir. 2010); *see* 281 F. Supp. 3d at 832 (the nationwide injunction “maintains the status quo that existed before the implementation of the likely invalid 2017 IFRs”). The Rules represent a stark departure from the status quo, which had both ensured that women retain seamless access to contraceptive coverage and accommodated sincerely held religious beliefs. A

nationwide injunction appropriately preserves the rights of the thousands women nationwide expected to lose to contraceptive coverage as a result of the Rules, *see* 82 Fed. Reg. at 47823, as well as the rights of the States expected to assume the costs of their contraceptive care, *see id.* at 47803.

### CONCLUSION

For the foregoing reasons, the Court should affirm the judgment of the District Court.

Respectfully submitted,

COMMONWEALTH OF MASSACHUSETTS,

MAURA HEALEY  
ATTORNEY GENERAL

/s/ Genevieve Nadeau  
Genevieve C. Nadeau, Bar No. 222398  
Jonathan B. Miller  
Jon Burke  
Julia E. Kobick  
Assistant Attorneys General  
Elizabeth Carnes Flynn  
Special Assistant Attorney General  
Office of the Massachusetts Attorney General  
One Ashburton Place  
Boston, MA 02108  
Telephone: (617) 963-2121  
Fax: (617) 727-5762  
Email: [Genevieve.Nadeau@state.ma.us](mailto:Genevieve.Nadeau@state.ma.us)

Date: May 29, 2018

(Additional Counsel Listed on Next Page)

**ADDITIONAL COUNSEL**

GEORGE JEPSEN

Attorney General of Connecticut  
55 Elm Street  
Hartford, CT 06106

KARL A. RACINE

Attorney General for the District of Columbia  
441 4th Street NW, Suite 600 South  
Washington, D.C. 20001

RUSSELL A. SUZUKI

Attorney General of Hawaii  
425 Queen Street  
Honolulu, HI 96813

LISA MADIGAN

Attorney General of Illinois  
100 West Randolph Street, 12th Floor  
Chicago, IL 60601

TOM MILLER

Attorney General of Iowa  
1305 East Walnut Street  
Des Moines, IA 50319

JANET T. MILLS

Attorney General of Maine  
6 State House Station  
Augusta, ME 04333

LORI SWANSON

Attorney General of Minnesota  
102 State Capitol  
75 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155



GURBIR S. GREWAL  
Attorney General of New Jersey  
Richard J. Hughes Justice Complex  
25 Market Street P.O. Box 080  
Trenton, NJ 08625

HECTOR BALDERAS  
Attorney General of New Mexico  
408 Galisteo Street  
Santa Fe, NM 87501

JOSHUA H. STEIN  
Attorney General of North Carolina  
114 W. Edenton Street  
Raleigh, NC 27603

ELLEN F. ROSENBLUM  
Attorney General of Oregon  
1162 Court Street N.E.  
Salem, OR 97301

JOSH SHAPIRO  
Attorney General of Pennsylvania  
Strawberry Square  
Harrisburg, PA 17120

PETER F. KILMARTIN  
Attorney General of Rhode Island  
150 South Maine Street  
Providence, RI 02903

THOMAS J. DONOVAN, JR.  
Attorney General of Vermont  
109 State Street  
Montpelier, Vermont 05609

ROBERT W. FERGUSON  
Attorney General of Washington  
PO Box 40100  
Olympia, WA 98504

**CERTIFICATE OF COMPLIANCE WITH FEDERAL RULE OF  
APPELLATE PROCEDURE 32**

I certify that this brief complies with the requirements of Fed. R. App. P. 32(a)(5) and 32(a)(6) because it has been prepared in a 14-point proportionally spaced serif font.

I further certify that this brief complies with the type-volume limitation of Fed. R. App. P. 29(a)(5) because it contains 6,493 words excluding the parts of the brief exempted under Rule 32(f).

/s/ Genevieve Nadeau  
Genevieve Nadeau  
Assistant Attorney General

Dated: May 29, 2018

**CERTIFICATE OF SERVICE**

I certify that on May 29, 2018, I electronically filed the foregoing document with the Clerk of the Court of the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system. I certify that all participants in this case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

/s/ Genevieve Nadeau  
Genevieve Nadeau  
Assistant Attorney General

Dated: May 29, 2018

**Form 8. Certificate of Compliance Pursuant to 9th Circuit Rules 28.1-1(f), 29-2(c)(2) and (3), 32-1, 32-2 or 32-4 for Case Number 18-15255**

Note: This form must be signed by the attorney or unrepresented litigant *and attached to the end of the brief.*

I certify that (*check appropriate option*):

- ☐ This brief complies with the length limits permitted by Ninth Circuit Rule 28.1-1.  
The brief is  words or  pages, excluding the portions exempted by Fed. R. App. P. 32(f), if applicable. The brief's type size and type face comply with Fed. R. App. P. 32(a)(5) and (6).
- ☒ This brief complies with the length limits permitted by Ninth Circuit Rule 32-1.  
The brief is  words or  pages, excluding the portions exempted by Fed. R. App. P. 32(f), if applicable. The brief's type size and type face comply with Fed. R. App. P. 32(a)(5) and (6).
- ☐ This brief complies with the length limits permitted by Ninth Circuit Rule 32-2(b).  
The brief is  words or  pages, excluding the portions exempted by Fed. R. App. P. 32(f), if applicable, and is filed by (1) ☐ separately represented parties; (2) ☐ a party or parties filing a single brief in response to multiple briefs; or (3) ☐ a party or parties filing a single brief in response to a longer joint brief filed under Rule 32-2(b). The brief's type size and type face comply with Fed. R. App. P. 32(a)(5) and (6).
- ☐ This brief complies with the longer length limit authorized by court order dated   
The brief's type size and type face comply with Fed. R. App. P. 32(a)(5) and (6). The brief is  words or  pages, excluding the portions exempted by Fed. R. App. P. 32(f), if applicable.
- ☐ This brief is accompanied by a motion for leave to file a longer brief pursuant to Ninth Circuit Rule 32-2 (a) and is  words or  pages, excluding the portions exempted by Fed. R. App. P. 32 (f), if applicable. The brief's type size and type face comply with Fed. R. App. P. 32(a)(5) and (6).
- ☐ This brief is accompanied by a motion for leave to file a longer brief pursuant to Ninth Circuit Rule 29-2 (c)(2) or (3) and is  words or  pages, excluding the portions exempted by Fed. R. App. P. 32(f), if applicable. The brief's type size and type face comply with Fed. R. App. P. 32(a)(5) and (6).
- ☐ This brief complies with the length limits set forth at Ninth Circuit Rule 32-4.  
The brief is  words or  pages, excluding the portions exempted by Fed. R. App. P. 32(f), if applicable. The brief's type size and type face comply with Fed. R. App. P. 32(a)(5) and (6).

Signature of Attorney or  
Unrepresented Litigant

s/ Genevieve Nadeau

Date

May 29, 2018

("s/" plus typed name is acceptable for electronically-filed documents)

# **Exhibit A**

Draft--For Discussion Purposes

	A	B	C	D	E	F	G	H	I	J
	Case	Plaintiffs	Type: For-profit (F), Nonprofit (N), House of Worship or IA (H), Church Plan (C), Pro-life (P), Grandfathered (G)	Number of Employees/Students	Document employee number located within	Are students/employees counted in final total?	If not counted, explanation why	Number counted towards final total	Total employees (minus HoW/IA and SICPs)	Total students at relevant universities
1	Am. Pulverizer Co. v. U.S. Dep't of Health and Human Servs., No. 6:12-cv-03459, 2012 WL 6951316 (W.D. Mo. Dec. 20, 2012);		F	175 employees	Complaint	Yes		175	175	
2	American Family Association v. Sebelius, 1:13-cv-00032-SA-DAS (N.D. Miss. Feb. 20, 2013)		N	135 employees	Complaint	Yes		135	135	
3	Annex Med., Inc. v. Burwell, No. 13-1118, 2013 WL 1276025 (8th Cir. Feb. 1, 2013)		F	18 employees	Complaint	Yes		18	18	
4	Archdiocese of St. Louis v. Burwell, No. 4:13-cv-02300 (E.D. MO), No. 14-3016 (8th Cir.)	Archdiocese of St. Louis	H	7,800 employees/staff	Complaint	No	Diocese self-insured plan (see Brandt v Burwell note below)	0	0	
5	Armstrong v. Burwell, No. 1:13-cv-00563-RBJ (D. Colo. Sept. 17, 2013); gov't appeal dismissed Sept. 4, 2014 (10th Cir. order);	Catholic Charities of St. Louis	C	1600 employees	Complaint	No	same	0	0	
6			F	730 employees	Complaint	Yes		730	730	
7	Association of Christian Schools International v. Burwell, No. 1:14-cv-2966 (D. Colo.), No. 14-1492 (10th Cir.)	Association of Christian Schools International	N	140 employees	Complaint	Yes		140	140	
8		Samaritan Ministries International	N	133 employees	Complaint	Yes		133	133	
9		Taylor University	N	1,900 Students; 641 Employees	Complaint	Students = no; employees = yes	Complaint does not state that they offer a student health plan; therefore students not counted	641	641	0
10							Complaint does not state that they offer a student health plan; therefore students not counted. Complaint states that 890 employees enroll in the plan. Because other entities usually provide the overall number of employees, not the number enrolled in the plan, and in the IFR we estimate 62% of all employees are in plans, this number is upscaled to 890/62%=1435.			
11		Indiana Wesleyan University	N	15,000 students; 3,565 employees (1,018 FT and 2,547 PT)	Complaint	Students = no; employees = partial		1,435	1,435	0
12	Autocam Corp. v. Burwell, 730 F.3d 618 (6th Cir. Sept. 17, 2013).	Autocam	F	478 employees	Complaint	Yes		478	478	
13		Autocam Medical	F	183 employees	Complaint	Yes		183	183	
14	Ave Maria Foundation v. Burwell, No. 2:13-cv-15198 (E.D. Mich.), Nos. 14-1310 (6th Cir.)	The Ave Maria Foundation	N	51 employees	Estimated number based on online information	Yes		51	51	
15		Ave Maria Communications	N	19 employees	Form W-3 filing	Yes		19	19	
16		Domino's Farms Petting Farm	N	18 employees	Form W-3 filing	Yes		18	18	
17		Rhodora J. Donahue Academy, Inc.	N	26 employees	Website	Yes		26	26	
18		Thomas More Law Center	N	14 employees	Form W-3 filing	Yes		14	14	
19	Ave Maria School of Law v. Burwell, No. 2:13-cv-00795 (M.D. Fl.), Nos. 14-15777 (11th Cir.)		N	68 employees	Complaint	Employees = yes; students = no	Complaint does not state that they offer a student health plan; therefore students not counted	68	68	0
20	Ave Maria University v. Burwell, No. 2:13-cv-00630 (M.D. Fla.), Nos. 14-15780 (11th Cir.)		N	150 employees	Complaint	Employees = yes; students = no	Complaint does not state that they offer a student health plan, therefore students not counted	150	150	0
21	Barron Indus., Inc. v. Burwell, No. 1:13-cv-01330-KBJ (D.D.C. Sept. 25, 2013);		F	56 employees	Complaint	Yes		56	56	
22	Beckwith Elec. Co. v. Burwell, No. 8:16-cv-1944 (M.D. Fla.)		F	126 employees	Complaint	Yes		126	126	
23	Belmont Abbey College v. Sebelius, et al., No. 1:11-cv-01989 (D.D.C. Nov. 10, 2011)		N	1,600 students; 305 employees	Complaint	Yes		1,600 students; 305 employees	305	1,600
24	Bick Holdings, Inc. v. Burwell, No. 4:13-cv-00462-AGF (E.D. Mo. Apr. 1, 2013);		F	196 employees	Complaint	Yes		196	196	
25	Brandt v. Burwell, No. 2:14-cv-00681 (W.D. Pa.), Nos. 14-3663, 14-4087 (3d Cir.)	Diocese of Greensburg		3,100 employees; 5,000 other participants in plan (this is a high number- it includes employees from other Dioceses)			Diocese self-insured plan; Government argued that these and all similar Catholic diocese-sponsored self-insured plans and entities participating in such plans that are litigants represented by Jones Day likely qualify to be church plans exempt from ERISA. See, e.g., Doc. # 23, 2:14-cv-00681-AJS (W.D. Pa.). We cannot force such plan TPAs to offer contraceptive payments, and it is likely the churches will tell them not to, and the TPAs will not make the offers.	0	0	
26		Catholic Charities	C	18 employees	Complaint	No	Diocese self-insured plan	0	0	
27		St. John School	C	13 employees	Complaint	No	Diocese self-insured plan	0	0	

Draft--For Discussion Purposes

	A	B	C	D	E	F	G	H	I	J
	Case	Plaintiffs	Type: For-profit (F), Nonprofit (N), House of Worship or IA (H), Church Plan (C), Pro-life (P), Grandfathered (G)	Number of Employees/Students	Document employee number located within	Are students/employees counted in final total?	If not counted, explanation why	Number counted towards final total	Total employees (minus HoW/IA and SICPs)	Total students at relevant universities
1										
28	Briscoe v. Burwell, No. 1:13-cv-00285-WYD-BNB (D. Colo. Sept. 6, 2013); gov't appeal dismissed Sept. 4, 2014 (10th Cir. order);	Briscoe owns all plaintiff organizations involved: Continuum Health Partnerships, Inc./ Mountain States Health Properties, LLC/ Continuum Health Management, LLC/ CH-Greeley, LLC	F	200 employees	Complaint	Yes		200	200	
29	Catholic Benefits Association LCA v. Burwell (CBA I), No. 5:14-cv-00240 (W.D. Okla.), Catholic Benefits Association LCA v. Burwell (CBA II), No. 5:14-cv-00685 (W.D. Okla.), Nos. 14-6171, 14-6163, 15-6029, 15-6037, 15-6139, 16-6030, 16-6217 (10th Cir.)	Catholic Benefits Association	N	Unknown	N/A	To estimate the number in CBA plans that may be effected, 10,000 used.	CBA does not carry its own insurance	0	10,000	
30		Catholic Insurance Company	N	Unknown	N/A	No	CBA owns CIC, so we assume CIC also does not offer insurance	0	0	
31		Archdiocese of Baltimore	H	5,500 participants	Complaint	No	Diocese self-insured plan	0	0	
32		Cathedral Foundation (AKA Catholic Review Media)	C	32 employees	Complaint	No	Diocese self-insured plan	0	0	
33		Archdiocese of Oklahoma City- Complaint lists Mount St. Mary, St. Ann, and Office of Catholic Schools as sub-ministries	H	Unknown (see St. Ann, Mount St. Mary and Office of Catholic Schools below)		No		0		
34		St. Ann	C	78 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
35		Mount St. Mary	C	Unknown		No	Diocese self-insured plan	0	0	
36		Office of Catholic Schools	C			No	Diocese self-insured plan	0	0	
37		Villa St. Francis Catholic Care Center	N	100 participants	Complaint	Yes		100	100	
38		Goodwill Publishers	N	140 employees	Complaint	Yes		140	140	
39		Catholic Charities Oklahoma City	C	103 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
40		All Saints	C	Unknown		No	Diocese self-insured plan	0	0	
41		Catholic Charities and Family Services, Diocese of Norwich	N	69 employees	Second Complaint	Yes		69	69	
42	Catholic Charities of the Archdioceses of Philadelphia	Catholic Social Services	C	626 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
43	v. Burwell, No. 2:14-cv-3096 (E.D. Pa.), No. 14-3126 (3d Cir.)	St. Francis Homes for Boys	C	227 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
44		St. Edmund's Home for Children	C	226 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
45		Don Guanella Village	C	413 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
46		Divine Providence Village	C	667 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
47		St. Gabriel's System	C	458 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
48		Catholic Community Services	C	92	Form W-3 filing	No	Diocese self-insured plan	0	0	
49		Nutritional Development Services	C	64	Form W-3 filing	No	Diocese self-insured plan	0	0	
50		Villa St. Martha	C	117 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
51		St. Monica Manor	C	356 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
52		St. John Neumann Nursing Home	C	360 Employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
53		Immaculate Mary Home	C	490 Employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
54		St. Francis Country House	C	488 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
55		St. Martha Manor	C	272 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
56		St. Mary Manor	C	339 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
57		St. John Vianney Center	C	84 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
58		Catholic Clinical Consultants	C	19	Form W-3 filing	No	Diocese self-insured plan	0	0	
59	Catholic Diocese of Beaumont v. Burwell, No. 1:13-cv-00709 (E.D. Tex.), No. 14-40212 (5th Cir.)	Diocese	H	950 employees; 232 staff at schools	Complaint	No	Offers coverage through Christian Brothers Employee Benefit Trust- a self insured church plan	0	0	
60		Catholic Charities of Southeast Texas, Inc.	C	18 employees	Complaint		Offers coverage through Christian Brothers Employee Benefit Trust- a self insured church plan	0	0	
61	Catholic Diocese of Biloxi v. Burwell, No. 1:14-cv-00146 (S.D. Miss.)	Diocese of Jackson	H	900 employees	Complaint	No	Diocese self-insured plan	0	0	
62		Catholic Charities	C	140 employees	Complaint	No	Diocese self-insured plan	0	0	
63		Vicksburg	C	70 employees	Website	No	Diocese self-insured plan	0	0	
64		St. Joseph	C	85 employees	Website	No	Diocese self-insured plan	0	0	
65		Diocese of Biloxi	H	600 employees	Complaint	No	Diocese self-insured plan	0	0	
66		De L'epée Deaf Center	C	5 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
67		Catholic Social & Community Services Inc.	C	20 employees	Form W-3 filing	no	Diocese self-insured plan	0	0	
68		Resurrection Catholic and Sacred Heart	C	200 employees	Complaint	No	Diocese self-insured plan	0	0	

Draft--For Discussion Purposes

	A	B	C	D	E	F	G	H	I	J
	Case	Plaintiffs	Type: For-profit (F), Nonprofit (N), House of Worship or IA (H), Church Plan (C), Pro-life (P), Grandfathered (G)	Number of Employees/Students	Document employee number located within	Are students/employees counted in final total?	If not counted, explanation why	Number counted towards final total	Total employees (minus HoW/IA and SICPs)	Total students at relevant universities
1		St. Dominic-Jackson Memorial Hospital and affiliated locations and programs					Self-insured plan sponsored by Catholic affiliated hospital; grandfathered and already omits contraceptives, so could retain grandfathered status or pursue church plan status to continue omitting.	0	0	
69			G	2,200 employees	Complaint	No		0	0	
70	Conlon, Bishop of Catholic Diocese of Joliet v. Sebelius, 1:12-cv-03932 (N.D. Ill. May 21, 2012)	Diocese of Joliet	H	At least 1,570 employees	Complaint	No	Diocese self-insured plan	0	0	
71		Catholic Charities of Joliet	C	240 employees	Complaint	No	Diocese self-insured plan	0	0	
72		Diocese of Springfield	H	2585 employees	Complaint	No	Diocese self-insured plan	0	0	
73		Catholic Charities of Springfield	C	200 employees	Complaint	No	Diocese self-insured plan	0	0	
74		Catholic Charities of Chicago	N	2700 employees	Complaint	Yes	Self-funded welfare benefit plan but not sure if church plan	2,700	2,700	
75	Catholic Diocese of Nashville v. Burwell, No. 3:13-cv-1303 (M.D. Tenn.), No. 13-6640 (6th Cir.)	Diocese of Nashville	H	1200 employees	Complaint	No	House of Worship, fully insured	0	0	
76		Catholic Charities	N	115 employees	Complaint	Yes		115	115	
77		Aquinas College	N	16 employees	Website	employees: yes; students: no	Website/news reports indicate recent drastic downsizing of workforce; students not counted because complaint does not allege a student plan	16	16	0
78		Camp Marymount	N	75 employees	Complaint	Yes		75	75	
79		MQA	N	85 employees	Complaint	Yes		85	85	
80		St. Mary Villa	N	50 employees	Complaint	Yes		50	50	
81		Dominican Sisters	H	23 employees		No	Religious order	0	0	
82	Catholic Diocese of Peoria v. Sebelius, 1:12-cv-01276 JES-BGC (C.D. Ill. August 9, 2012)		H	Unknown		No	Diocese self-insured plan (court order 2013 WL 74240), and grandfathered	0	0	
83	Catholic Health Care System v. Burwell, No. 1:12-cv-02542 (E.D.N.Y.), No. 14-427 (2d Cir.); PACER	Archdiocese of New York	H	10,000 employees	Complaint	No	In the lawsuit the government took the position that this is a self-insured church plan. See, e.g., 987 F.Supp.2d at 242	0	0	
84		ArchCare	C	4,000 employees	Complaint	No	Catholic hospital self-insured plan	0	0	
85		Catholic Health Services of Long Island	C	17,000 employees	Complaint	No	Catholic hospital self-insured plan	0	0	
86		The Diocese of Rockville Centre	H	2,000 employees	Complaint	No	In the lawsuit the government took the position that this is a self-insured church plan. See, e.g., 987 F.Supp.2d at 242	0	0	
87		Monsignor Farrell High School	C	73 employees	Website	No	In the lawsuit the government took the position that this is a self-insured church plan. See, e.g., 987 F.Supp.2d at 242	0	0	
88		Cardinal Spellman High School	C	100 employees	Complaint	No	In the lawsuit the government took the position that this is a self-insured church plan. See, e.g., 987 F.Supp.2d at 242	0	0	
89	Christian & Missionary Alliance Foundation, Inc., No. 2:14-cv-00580 (M.D. FL.), Nos. 15-11437, 15-11635 (11th Cir.)	CMA d/b/a Shell Point Retirement Center		1247 employees	Form W-3 filing	Yes		1,247	1,247	
90		Alliance Community for Retirement Living		344 employees	Form W-3 filing	Yes		344	344	
91		Alliance Home of Carlisle		219 employees	Form W-3 filing	Yes		219	219	
92		Town and Country Manor		365 employees	Form W-3 filing	Yes		365	365	
93		Simpson University		815 employees	Complaint	employees: yes; students: no	Complaint does not seek relief for any student plan	815	815	0
94		Crown College		114 employees	Form W-3 filing; student enrollment: <a href="https://www.crown.edu/about/quick-facts/">https://www.crown.edu/about/quick-facts/</a> ("nearly 1,300 students")	Yes		1,275 students; 114 employees	114	1,275
95	Christian Employers Alliance v. Burwell, No. 3:16-cv-309 (D.N.D.)	Christian Employers Alliance		Unknown		No	No claim was made for CEA plans, and no list of members beyond TBC and TIC	0	0	
96		Trinity Bible College		249 employees	Form W-3 filing	employees: yes; students: no	complaint does not mention student plan	249	249	
97		Treasure Island Coins		9 staff	Website	Yes		9	9	
98	Colorado Christian Univ. v. Burwell, No. 1:13-cv-02105 (D. Colo.), No. 14-1329 (10th Cir.)	Colorado Christian University		5,300 students; 680 employees	Complaint	Yes		5,300 students; 680 employees	680	5,300
99	Conestoga Wood Specialties Corp. v. Burwell (Burwell v. Hobby Lobby Stores, Inc.), No. 13-356 (U.S. June 30, 2014);	Conestoga Wood Specialties Corp. (Individual operators of Conestoga Wood Specialties Corporation are the three other named plaintiffs)		950 employees	Complaint	Yes		950	950	



Draft--For Discussion Purposes

	A	B	C	D	E	F	G	H	I	J
	Case	Plaintiffs	Type: For-profit (F), Nonprofit (N), House of Worship or IA (H), Church Plan (C), Pro-life (P), Grandfathered (G)	Number of Employees/Students	Document employee number located within	Are students/employees counted in final total?	If not counted, explanation why	Number counted towards final total	Total employees (minus HoW/IA and SICPs)	Total students at relevant universities
1										
100	Diocese of Cheyenne v. Burwell, No. 2:14-cv-00021 (D. Wyo.), No. 14-8040 (10th Cir.)	Diocese of Cheyenne		16 employees plus over 100 teachers	Complaint	No	Diocese self-insured plan	0	0	
101		Catholic Charities		6 employees	Complaint	No	Diocese self-insured plan	0	0	
102		St. Anthony School		41 employees	Complaint	No	Diocese self-insured plan	0	0	
103		St. Joseph's Home		130 employees, 62 orphan children	Complaint	No	Diocese self-insured plan	0	0	
104		JPIICS		20	Complaint	No	Diocese self-insured plan	0	0	
105		Wyoming Catholic College		32 employees	Complaint	No	Offers coverage through Christian Brothers Employee Benefit Trust- a self insured church plan	0	0	0
106	Diocese of Fort Wayne-South Bend Inc. v. Burwell, No. 1:12-cv-00159 (N.D. Ind.), No. 14-1431 (7th Cir.)	Diocese of Fort Wayne South Bend		2,741 employees	Complaint	No	Diocese self-insured plan; also grandfathered	0	0	
107		Catholic Charities		39 employees	Complaint	No	Diocese self-insured plan	0	0	
108		St Anne Home		310 employees	Complaint	Yes	Self-insured plan, but not sure if it is a church plan	310	310	
109		University of St Francis		2,300 students, 413 employees	Complaint	employees: yes; students: no	No student plan discussed; Employees are offered a self-insured health plan, but not sure it is a church plan, so included	413	413	0
110		Our Sunday Visitor		300 employees	Complaint	Yes	Self-insured plan, but not sure if it is a church plan	300	300	
111		Specialty Physicians		342 employees	Complaint	Yes		342	342	
112		Franciscan Alliance		18,000 employees	Complaint	Partial	All but 1,733 employees are on a church plan exempt from ERISA. See <a href="https://www.franciscanhealth.org/sites/default/files/2015%20employee%20benefit%20booklet.pdf">https://www.franciscanhealth.org/sites/default/files/2015%20employee%20benefit%20booklet.pdf</a> (Only employees in Illinois are in BCBS plans and there are 1733 of those employees according to complaint)	1,733	1,733	
113	Doboszinski & Sons, Inc. v. Burwell, No. 0:13-cv-03148-JNE-FLN (D. Minn. Nov. 11, 2013);			32 employees	Complaint	Yes		32	32	
114	Dobson v. Burwell, No. 1:13-cv-03326 (D. Colo.), No. 14-1233 (10th Cir.)			28 employees	Complaint	Yes		28	28	
115	Domino's Farms Corporation v. Sebelius et al., No. 12 cv-15488 (E.D. Mich. Dec. 20, 2012)			89 employees	Complaint	Yes		89	89	
116	Dordt Coll. v. Burwell, No. 5:13-cv-04100 (N.D. Iowa, Western Division), No. 14-2726 (8th Cir.)	Dordt College		1,400 students, 280 employees	Complaint	Yes		1,400 students, 280 employees	280	1,400
117		Cornerstone University		2,923 students, 294 employees	Complaint	employees: yes; students: no	No student plan discussed	294	294	0
118	East Texas Baptist Univ. v. Burwell, No. 4:12-cv-03009 (S.D. Tex.), No. 14-20112 (5th Cir.)	Houston Baptist University		2,589 students, 416 employees	Complaint	No	Self-insured church plan	0	0	0
119		East Texas Baptist University		1,290 students, 283 employees	Complaint	Yes		1,290 students, 283 employees	283	1,290
120		Westminster Theological Seminary (Intervenor)		60 FT, 65 PT employees, 620 students	Complaint in intervention	employees: yes; students: no	complaint does not mention student plan	125	125	0
121	Eden Foods, Inc. v. Burwell, No. 13-1677 (6th Cir. June 28, 2013);			128 employees	Complaint	Yes		128	128	
122	Eternal Word Television Network, Inc. v. Burwell, No. 1:13-cv-00521 (S.D. AL), No. 14-12696 (11th Cir.)			350 employees	Complaint	Yes		350	350	
123	Fellowship of Catholic University Students v. Burwell, No. 1:13-cv-03263-MSK-KMT (D. Colo. Apr. 23, 2014)			450 employees	Complaint	No	Case resolved on basis that plaintiff is integrated auxiliary	0	0	
124	Feltl & Co., Inc. v. Burwell, No. 13-CV-2635 DWF/JJK (D. Minn. Nov. 8, 2013);	Complaint lists two owners of the company as individual plaintiffs		4 employees	Website	Yes		4	4	
125	Franciscan University v. Sebelius, 2:12-CV-440 (S.D. Ohio)			Unknown	Complaint	No	Sued while grandfathered and then dropped student plan. With no additional suit, no apparent affect from rule.	0	0	0
126	Geneva College v. Burwell, No. 2:12-cv-00207 (W.D. Pa.), Nos. 13-3536, 14-1374 (3rd. Cir.)	Geneva College		1,850 students, 350 employees	Complaint	Yes		1,850 students, 350 employees	350	1,850
127		Seneca Hardwood Lumber		22 employees	Complaint	No	Permanent injunction shields from previous rule	0	0	
128	Gilardi v. U.S. Dep't of Health and Human Servs., No. 13-5069, 2013 WL 5854246 (D.C. Cir. Nov. 1, 2013)	Freshway Foods		340 employees	Complaint	Yes		340	340	
129		Freshway Logistics		55 employees	Complaint	Yes		55	55	
130	Grace Schools v. Burwell, No. 3:12-cv-00459 (N.D. Ind.), No. 14-1430 (7th Cir.)	Grace College and Seminary		2,700 students, 457 employees	Complaint	Yes		2,700 students, 457 employees	457	2,700
131		Biola University		6,222 students, 856 employees	Complaint	Yes		6,222 students, 856 employees	856	6,222

Draft--For Discussion Purposes

	A	B	C	D	E	F	G	H	I	J
	Case	Plaintiffs	Type: For-profit (F), Nonprofit (N), House of Worship or IA (H), Church Plan (C), Pro-life (P), Grandfathered (G)	Number of Employees/Students	Document employee number located within	Are students/employees counted in final total?	If not counted, explanation why	Number counted towards final total	Total employees (minus HoW/IA and SICPs)	Total students at relevant universities
1	Grote Indus. LLC v. Burwell, No. 13-1077, 2013 WL 5960692 (7th Cir. Nov. 8, 2013), cert. denied sub nom. Burwell v. Korte, No. 13-937 (U.S. July 1, 2014);			1,148 employees	Complaint	Yes		1,148	1,148	
132	Hall v. Burwell, No. 0:13-cv-00295-JRT-LIB (D. Minn. Apr. 2, 2013);			Approximately 50 employees	Complaint and online news reports	Yes		50	50	
133				54 employees (including owners)	Complaint	Yes		54	54	
134	Hartenbower v. U.S. Dep't of Health and Human Servs., No. 1:13-cv-02253 (N.D. Ill. Apr. 18, 2013);	Hart Electric		7 employees	Complaint	Yes		7	7	
135	Hastings Chrysler Center, Inc. v. Burwell, No. 0:14-cv-00265-PAM-JJG (D. Minn. May 28, 2014);	H.I. Hart		60 employees	Complaint	Yes		60	60	
136	Hobby Lobby Stores, Inc., et al. v. Sebelius, et al., No. CIV-12-1000-HE (W.D. Okla. Oct. 2, 2012); Burwell v. Holland v. U.S. Dep't of Health and Human Servs., No. 13-15487 (S.D. W. Va. July 15, 2014);	Hobby Lobby		13,240 employees	Complaint	Yes		13,240	13,240	
137		Mardel		372 employees	Complaint	Yes		372	372	
138				150 employees	Complaint	Yes		150	150	
139	Infrastructure Alternatives, Inc. v. Burwell, No. 1:13-cv-00031-RJJ (W.D. Mich. Sept. 30, 2013)			70 employees	Complaint	Yes		70	70	
140	Insight for Living Ministries v. Burwell, No. 4:14-cv-675 (E.D. Tex.), No. 15-40031 (5th Cir.)			108 employees	Form W-3 filing	Yes		108	108	
141	Johnson Welded Prods. v. Burwell, No. 1:16-cv-557 (D.D.C.)			421 employees (including Lilli Johnson)	Complaint	Yes		421	421	
142	Korte v. Burwell, No. 12-3841, 2013 WL 5960692 (7th Cir. Nov. 8, 2013), cert. denied No. 13-937 (U.S. July 1, 2014);			90 employees	Complaint	Yes		90	90	
143	Legatus v. Burwell, No. 2:12-cv-12061-RHC-MJH (E.D. Mich. Dec. 20, 2013)	Legatus		69 employees	Complaint	Yes		69	69	
144		Weignart Supply Company, W&P Management LLC, and subsidiaries		170 employees	Complaint	Yes		170	170	
145	Lindsay v. U.S. Dep't of Health and Human Servs., No. 13-cv-1210 (N.D. Ill. Mar. 20, 2013);			70 employees	Complaint	Yes		70	70	
146	Little Sisters of the Poor Home for the Aged v. Burwell, No. 1:13-cv-2611 (D. Colo.), No. 13-1540 (10th Cir.)	Christian Brothers Employee Benefit Trust ( Little Sisters uses Christian Brothers Employee Benefit Trust, and Christian Brothers Services is the TPA for the Christian Brothers Employee Benefit Trust)		5,000 employees	Complaint	No	Self-insured church plan	0	0	
147	Louisiana Coll. v. Burwell, No. 1:12-cv-00463 (W.D. La.), No. 14-31167 (5th Cir.)			1,450 students, 260 employees	Complaint	No	Self-insured church plan	0	0	0
148	March for Life v. Burwell, No. 1:14-cv-1149 (D.D.C.), No. 15-5301 (D.C. Cir.)			2 employees covered in plan; less than 10 overall		No	All employees must/do oppose the coverage; therefore not counting as affected by rules	0	0	
149	Media Research Center v. Sebelius, No. 1:14-CV-379 (E.D. Virginia)			114 employees	Complaint	Yes		114	114	
150	Mersino Mgmt. Co. v. Burwell, No. 13-1944 (6th Cir. July 9, 2014)			110 employees	Complaint	Yes		110	110	
151	Michigan Catholic Conf. v. Burwell, No. 1:13-cv-1247 (W.D. Mich.), No. 13-2723 (6th Cir.)	Michigan Catholic Charities		6,429 employees	Complaint	No	Self-insured church plan	0	0	
152	Midwest Fastener Corp. v. Burwell, No. 1:13-cv-01337-ESH (D.D.C. Oct. 16, 2013);	Catholic Charities		55 employees	Complaint	No	Self-insured church plan	0	0	
153				187 employees	Complaint	Yes		187	187	
154	MK Chambers Co. v. Dep't of Health and Human Servs., No. 13-cv-11379 (E.D. Mich. Nov. 21, 2014)			106 employees	Business profile on manta.org	Yes		106	106	
155	Nagle, Christopher, et al. v. Kathleen Sebelius, et al.; No. 2:13-cv-12036-VAR-DRG (E.D. Mich. May 10, 2013) (AKA "M&N Plastics")			109 employees	Complaint	Yes		109	109	
156	Newland v. Burwell, 881 F. Supp. 2d 1287 (D. Colo. July 27, 2012), affirmed on appeal, No. 12-1380 (10th Cir. Oct. 3, 2013)			Unknown		No	Permanent injunction	0		
157	O'Brien v. U.S. Dep't of Health & Human Servs., No. 12-3357 (8th Cir. Nov. 28, 2012)			87 employees	Complaint	Yes		87	87	
158	Ozinga v. Burwell, No. 1:13-cv-3292 (N.D. Ill.), No. 15-3648 (7th Cir.)			675+ employees	Complaint	Partial	Only 110 obtain insurance through the plan that would be affected by the exemption. This is upscaled to 110/62%=178	178	178	
159	Persico v. Burwell, No. 1:13-cv-0303 (W.D. Pa.), Nos. 14-1376 (3d Cir.);	Cathlice Diocese of Erie		1,500 employees	Complaint	No	Diocese self-insured plan	0	0	
160		St Martin Center		61 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
161	formerly Most Reverend Donald W. Trautman, Bishop of the Roman Catholic Diocese of Erie, et al., v. Sebelius; No. 1:12-cv-00123-SPB (W.D. Pa. May 30, 2013)	Prince of Peace Center		20 employees	Form W-3 filing	No	Diocese self-insured plan	0	0	
162		Erie Catholic Preparatory School		80 employees	Complaint	No	Diocese self-insured plan	0	0	
163	Priests for Life, No. 1:13-cv-01261 (D.D.C.), No. 13-5368 (D.C. Cir.)			60 employees	Website	Yes		60	60	

Draft--For Discussion Purposes

	A	B	C	D	E	F	G	H	I	J
	Case	Plaintiffs	Type: For-profit (F), Nonprofit (N), House of Worship or IA (H), Church Plan (C), Pro-life (P), Grandfathered (G)	Number of Employees/Students	Document employee number located within	Are students/employees counted in final total?	If not counted, explanation why	Number counted towards final total	Total employees (minus HoW/IA and SICPs)	Total students at relevant universities
1	Randy Reed Auto, Inc. v. Burwell, No. 5:13-cv-6117-SJ-ODS (W.D. Mo. Dec. 3, 2013);			approximately 179 employees	Complaint	Yes		179	179	
165	Reaching Souls Int'l, Inc. v. Burwell, No. 5:13-cv-01092 (W.D. Okla.), No. 14-6028 (10th Cir.)			78,000 participants (pastors, employees, and their families)	Complaint	No	Self insured church plan	0	0	
166	Real Alternatives, Inc. v. Burwell, No. 1:15-cv-105 (M.D. Pa.), No. 16-1275 (3d Cir.)			3 employees	Complaint	No	All employees must/do oppose the coverage; therefore not counting as affected by rules	0	0	
167	Right to Life of Michigan v. Kathleen Sebelius; No. 1:13-CV-01202 (W.D. Mich. Nov. 22, 2013)			43 employees	Complaint	No	All employees must/do oppose the coverage; therefore not counting as affected by rules	0	0	
168	Roman Catholic Archbishop of Washington v. Burwell, No. 1:13-cv-01441 (D.D.C.), Nos. 13-5371, 14-5021 (D.C. Cir.)	Cathoic University		7,000 students, 1,766 employees	Complain	Yes		7,000 students, 1,766 employees	1,766	7,000
169				2,100 eligible employees, 1,200 teachers/employees at schools	Complaint	No	Diocese self-insured plan	0	0	
170			Archdiocese of Washington	370 students, 78 eligible employees	Complaint	No	Church plan and complaint does not state that it offers student insurance	0	0	0
171			Thomas Aquinas College	119 employees	Complaint	No	Diocese self-insured plan	0	0	
172			Consortium of Catholic Academies	70 employees	Complaint	No	Diocese self-insured plan	0	0	
173			Archbishop Carroll	51 employees	Complaint	No	Diocese self-insured plan	0	0	
174			Don Bosco	9 employees	Complaint	No	Diocese self-insured plan	0	0	
175			Catholic Information Center	44 employees	Complaint	No	Diocese self-insured plan	0	0	
176			Mary of Nazareth	890 employees	Complaint	No	Diocese self-insured plan	0	0	
177			Catholic Charities	184 employees	Complaint	No	Diocese self-insured plan	0	0	
178			Victory Housing	9,800 students, 4,200 employees	Complaint	No	Diocese self-insured plan	0	0	
179	Roman Catholic Archdiocese of Atlanta v. Burwell, No. 1:12-cv-03489 (N.D. Ga.), Nos. 14-12890, 14-13239 (11th Cir.)	Roman Catholic Archdiocese of Atlanta		75 employees	Complaint	No	Diocese self-insured plan	0	0	
180			Catholic Charities	200 employees	Complaint	No	Diocese self-insured plan	0	0	
181			CENG	5,000 students; hundreds of employees	Complaint	No	Diocese self-insured plan	0	0	
182			Diocese of Savannah	900 teachers/staff, 100+ employees	Complaint	No	Diocese self-insured plan	0	0	
183										
184	Roman Catholic Diocese of Dallas v. Sebelius, No. 3:12-cv-01589-B (N.D. Tex.)						Diocese self-insured plan	0	0	
185	School of the Ozarks v. Rightchoice Managed Care, Inc., No. 6:13-cv-03157 (W.D. Mo.), No. 15-1330 (8th Cir.)			1,442 students, 601 employees	Students - online; employees - Form w3 Filing	Employees only	Complaint does not say they offer a student plan	601	601	
186	Sharpe Holdings, Inc. v. Burwell, No. 2:12-cv-92 (E.D. Mo.) and CNS Intl Ministries, No. 14-1507 (8th Cir.)	Sharpe		50 employees	2dam complaint and Linked in	Yes		50	50	
187			Ozark	51 employees	2dam complaint and Linked in	Yes		51	51	
188			CNS International Ministries	204 employees	Form W-3 filing	Yes		204	204	
189			NIS Financial	49 employees	2dam Complaint	Yes		49	49	
190			CNS Corp	49 employees	2dam Complaint	Yes		49	49	
191	Sioux Chief Mfg. Co. v. Burwell, No. 13-0036-CV-W ODS (W.D. Mo. Feb. 28, 2013);			370 employees	Complaint	Yes		370	370	
192	SMA, LLC v. Burwell, No. 0:13-cv-01375-ADM-LIB (D. Minn. July 8, 2013);			35 employees	Complaint	Yes		35	35	
193	Southern Nazarene Univ. v. Burwell, No. 5:13-cv-1015 (W.D. Okla.), No. 14-6026 (10th Cir.)	Southern Nazarene University		2,100 students, 505 employees	Complaint	Yes		2,100 students, 505 employees	505	2,100
194			OK Weselan University	1,220 students, 557 employees	Complaint	Employees only	Complaint does not say they offer a student plan	557 employees	557	0
195			OK Baptist University	1,900 students, 328 employees	Complaint	Yes		1,900 students, 328 employees	328	1,900
196			Mid America Christian University	1,447 students, 298 employees	Complaint	No	Mid America Christian Univ is on Guidestone, a self-insured church plan	0	0	0
197	Stewart v. Burwell, No. 1:13-cv-01879 (D.D.C. Apr. 3, 2014);	Encompass Develop, Design & Construct, LLC		43 employees	Complaint	Yes		43	43	
198	Stinson Electric, Inc. v. Burwell, No. 14-00830-PJS-JIG (D. Minn. April 30, 2014);			19 employees	Business profile on manta.org	Yes		19	19	
199	The C.W. Zumbiel Co. v. Burwell, No. 1:13-cv-01611 (D.D.C. Nov. 27, 2013);			350 employees	Complaint	Yes		350	350	
200	The Criswell College v. Sebelius, No. 3:12-cv-04404-N (N.D. Tex.)			322 students, 50 employees	Complaint	Employees only	Complaint does not say they offer a student plan	50	50	
201	The QC Grp., Inc., v. Burwell, No. 0:13-cv-01726-JRT-SER (D. Minn. Sept. 11, 2013);			62 employees	Complaint	Yes		62	62	
202	Thomas G. Wenski v. Kathleen Sebelius; No. 12-cv-23820-Graham/Goodman (S.D. Fla. Nov. 7, 2012)	Archdiocese of Miami		Unknown		No	House of worship	0	0	
203			Catholic Health Services	2,000 employees	Complaint	Yes		2,000	2,000	
204		Catholic Hospice		610 employees	Form W-3 filing	Yes		610	610	

Draft--For Discussion Purposes

	A	B	C	D	E	F	G	H	I	J
	Case	Plaintiffs	Type: For-profit (F), Nonprofit (N), House of Worship or IA (H), Church Plan (C), Pro-life (P), Grandfathered (G)	Number of Employees/Students	Document employee number located within	Are students/employees counted in final total?	If not counted, explanation why	Number counted towards final total	Total employees (minus HoW/IA and SICPs)	Total students at relevant universities
1										
205		St. Thomas University		Unknown		No	Lawsuit mentions St. Thomas University but asserts no claims for its health plans	0	0	0
206	Tonn & Blank Constr. v. Burwell, No. 1:12-cv-00325-JD-RBC (N.D. Ind. Apr. 1, 2013);			60 employees	Complaint	Yes		60	60	
207	Trijicon, Inc. v. Burwell, No. 1:13-cv-1207 (D.D.C.)			469 employees	Complaint	Yes		469	469	
208	Tyndale House Publishers, Inc. v. Burwell, 904 F. Supp. 2d 106 (D.D.C. Nov. 16, 2012);			260 employees	Complaint	Yes		260	260	
209	Union University v. Burwell, No. 1:14-cv-1079 (W.D. Tenn.)			2,829 students, 1,116 employees	Students - online; employees - Form w3 Filing	Employees only	Complaint does not say they offer a student plan	1,116 employees	1,116	0
210	Univ of Dallas v. Burwell, No. 4:12-cv-00314 (N.D. Tex.),	Roman Catholic Diocese of Fort Worth		6,500 students, 2,000 employees	Complaint	No	Offers coverage through Christian Brothers Employee Benefit Trust- a self insured church plan	0	0	
211	No. 14-10241 (5th Cir.), Nos. 14-10661 (5th Cir.)			2,600 students, 725 employees	Complaint	Yes		2,600 students, 725 employees	725	2,600
212				332 employees	Complaint	Yes		332	332	
213				23 employees	Complaint	No	Offers coverage through Christian Brothers Employee Benefit Trust- a self insured church plan	0	0	
214	Univ. of Notre Dame v. Burwell, No. 3:13-cv-1276 (N.D. Ind.), No. 13-3853 (7th Cir.)			11,500 students, 5,000 employees	Complaint	yes		11,500 students, 5,000 employees	5,000	11,500
215	Valley Forge Christian College of the Assemblies of God v. Burwell; No. 14-4622 (E.D. Pa. Aug. 14, 2014)			Unknown	Complaint	No	Plaintiff voluntarily dismissed suit; our understanding is they were satisfied with previous accommodation	0	0	0
216	Weingartz Supply Co. v. Burwell, No. 2:12-cv-12061 (E.D. Mich.), No. 14-1183 (6th Cir.)			170 employees	DC Ruling	Yes		170	170	
217	Wheaton College v. Burwell, No. 1:13-cv-08910 (N.D. Ill.), No. 14-2396 (7th Cir.)			870 Employees	Complaint	Yes	Note: Students not counted because complaint states that Wheaton dropped student coverage	870	870	0
218	Williams v. Burwell, No. 1:13-cv-01699 (D.D.C. Nov. 19, 2013);			3 employees	Complaint	Yes		3	3	
219	Willis Law v. Burwell, No. 1:13-cv-01124-CKK (D.D.C. Aug. 23, 2013);			15 employees	Complaint	Yes		15	15	
220	Yep v. Sebius, No. 1:12-cv-6756 (N.D. Ill.), Triune Health Group, Inc. v. Burwell, No. 1:12-cv-06756 (N.D. Ill.); No. 13-1478 (7th Cir.)			4 employees	Website	Yes		4	4	
221	Zubik v. Burwell, No. 2:13-cv-1459 (W.D. Pa.), Nos. 14-1377 (3d Cir.)	Diocese		140+ full-time employees	Complaint	No	Diocese self-insured plan	0	0	
222		Catholic Charities		115 employees	Complaint	No	Diocese self-insured plan	0	0	
223							Diocese self-insured plan. Cemeteries was covered by the diocese's previous self-insured plan the Catholic Employers Benefits Plan; the new complaint says that CEBS was converted to the Catholic Benefits Trust, and Cemeteries are omitted as co-plaintiffs.	0	0	
224		Catholic Cemeteries		207 employees	Complaint	No		0	0	
225								Total	64,352	46,737
226										7% of students use university sponsored plans <a href="http://www.gao.gov/new.items/d08389.pdf">http://www.gao.gov/new.items/d08389.pdf</a>
227								Total	64,352 employees in affected plans	3,272 students in affected plans

	A	B	C	D	E	F	G	H	I	J	K	L
1					DRAFT: INFORMATION NOT RELEASABLE TO THE PUBLIC UNLESS AUTHORIZED BY LAW: This information has not been publicly disclosed and may be privileged and confidential. It is for internal government use only and must not be disseminated, distributed, or copied to persons not authorized to receive the information. Unauthorized disclosure may result in prosecution to the full extent of the law.							
2					Notification from Eligible Organizations to HHS Regarding Religious Objections to Providing Contraceptive Coverage							
3					Redacted							
4					Eligible Organization Information				Plan Information			
5												
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
7	Redacted	8/26/2014	E-mail	Cummins-Alison Corp and Cummins Illinois Inc.	Redacted	Other	No	Plan B Ella Mirena Copper IUDs	Redacted	Other	self-insured	Redacted
8										Other	Fully insured	
9		9/8/2014	E-mail	Loyola University		Non-profit	No	All		Other	Fully insured	
10										Other	Fully insured	
11		9/10/2014	E-mail	Valley Forge Christian College		Non-profit	Yes	Ulipristal (aka Ella) Levonorgestrel (aka Plan B Plan B One-Step Next Choice) Intrauterine Devices (of any type) Abortion services except to save the life of the mother		Other	Fully insured	
12										Other	self-insured	
13		9/19/2014	E-mail	Sisters of the Order of St. Dominic of Grand Rapids (Dominican Sisters)		Non-Profit	No	All		Other	Fully insured	
14										Other	Fully Insured	
15		9/19/2014	E-mail	Continuant		Other	No	Emergency Contraceptives & IUD's		Other	Fully Insured	
16		10/ /2014	E-mail	Management Analysis and Utilization Inc.		Other	No	"All abortifacient coverages such as but not limited to morning after and week after services"		Other	Both	
17										Other	Both	
18										Other	self-insured	
19		10/6/2014	E-mail	Holy Ghost Preparatory School		Non-profit	No	All		Other	Fully insured	
20		10/9/2014	Mail	The Catholic Diocese of Memphis in Tennessee		Non-profit				Church Plan	self-insured	
21										Other	self-insured	
22		10/9/2014	Mail	Belhaven University		Non-profit		All		Other	self-insured	
23										Other	self-insured	
24		10/10/2014	E-mail	Bingaman and Son Lumber Inc. PO Box 247 1195 Creek Mountain Rd Kreamer PA 17833		Other		Plan B Ella Mirena Paraguard		Other	Fully insured	
25										Other	Fully Insured	

	M	N	O	P	Q	R	S	T	U	V	W
1											
2											
3											
4											
5	Service Provider Information					Action Taken					
6	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plans, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #3 above)	Notes	
7	Redacted	Redacted	Redacted	Original	N/A	Redacted					
8				Original	N/A						
9				Original	N/A						
10				Original	N/A						
11				Original	N/A						
12				Original	N/A						
13				Original	N/A						
14				Original	N/A						
15				Original	N/A						
16				Original	N/A						
17				Original	N/A						
18				Original	N/A						
19				Original	N/A						
20				Original	N/A						
21				Original	N/A						
22				Original	N/A						
23				Original	N/A						
24				Original	N/A						
25				Original	N/A						

Notifications

	A	B	C	D	E	F	G	H	I	J	K	L
	Tracking number	Date notification received	Received via mail or e-mail?		Eligible Organization Information		Plaintiff in Litigation? (Yes or No) (See instruction #2 above)					
				Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)		Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
6	Redacted			Redacted	Redacted				Redacted			Redacted
26		10/15/2014	E-mail	Loyola University		Non-profit	No	All		Other	Fully insured	
27												
28												
29												
30		10/16/2014	Litigation	Wheaton College		Non-profit	Yes	"Abortion-causing drugs, abortion procedures, and related services, but has no religious objection to providing coverage for contraceptive drugs and devices that prevent conception (as opposed to interfering with the continued survival of a human embryo). Specifically identifies Plan B ella, and certain unspecified IUDs as drugs and devices to which it has religious objections."		Other	self-insured	
31												
32										Student	Fully insured	
33		10/20/2014	Mail	Carithers-Wallace-Courtenay LLC		Other						
34		10/29/2014	Email	Contract Packaging, Inc.		Other		Plan B Ella Next Choice		Other		
35		11/5/2014	Mail	Avesta Homes LLC		Other		All		Other	Fully insured	
36		11/1 /2014	E-mail	Kent Manufacturing Company		Other						
37		11/14/2014	Mail	Dakota Tube Inc.		Other						
38		11/18/2014	E-mail	Oral Roberts University		Non-profit		EC Plan B One-step (the morning after pill); Ella Ulipristal Acetate (the week after pill); copper intrauterine devices; hormonal intrauterine devices; as well as any other drug device, procedure, or mechanism which has the purpose or effect of preventing an already fertilized egg from developing further by inhibiting or terminating its attachment to the uterus"		Other	Fully insured	

	M	N	O	P	Q	R	S	T	U	V	W
	Service Provider Information								Action Taken		
	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by IRS	For self-insured plans, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #5 above)	Notes	
6	Redacted	Redacted	Redacted	Updated	1/ /2015	Redacted					
26				Updated	1/1/2015						
27				Updated	1/1/2015						
28				Original	N/A						
29				Original	N/A						
30				Original	N/A						
31				Original	N/A						
32											
33				Original	N/A						
34				Original	N/A						
35											
36											
37				Original	N/A						
38											

Notifications



S	A	B	C	D	E	F	G	H	I	J	K	L
					Eligible Organization Information					Plan Information		
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
39	Redacted	11/20/2014	E-mail	J.E. Dunn Construction Group Inc.	Redacted	Other		• Plan B (levonorgestrel) and its generic equivalents • ella (ulipristal acetate) • ParaGuard (copper IUD) • Mirena and Skyla (levonorgestrel-releasing IUDs)	Redacted	Other	Self-insured	Redacted
40										Other	Self-insured	
41										Other	self-insured	
42		12/5/2014	E-mail	Greenv ille College		Non-profit		Plan B Ella and a IUDs		Other	self-insured	
43										Other	self-insured	
44		12/9/2014	E-mail	Covenant Presbyterian Church		Non-profit						
45		12/17/2014	E-mail	Trinity Schools Inc. D/B/A Trinity School at River Ridge		Non-profit	No			Other?	Fully insured?	
46		12/17/2014	E-mail	People of Praise Minnesota Inc.		Non-profit	No			Other?	Fully insured?	
47		12/2 /2014	E-mail	Oral Roberts University		Non-profit		EC Plan B One-step (the morning after pill); Ella Ulipristal Acetate (the week after pill); copper intrauterine devices; hormonal intrauterine devices; as well as any other drug device procedure or mechanism which has the purpose or effect of preventing an already fertilized egg from developing further by inhibiting or terminating its attachment to the uterus"		Other	self-insured	
48		1/9/2015	Mail	ParishSOFT LLC		Other		"All contraceptive medications and procedures (sterilization abortions Rx contraceptive devices etc.)"		Other	Fully insured	
49										Other	Fully insured	
50		1/12/2015	Mail	DAS Companies Inc.		Other		All		Other	self-insured	
51		1/30/2015	E-mail	Illinois Baptist Children's Home and Family Services		Non-profit	No					
52		2/1 /2015	Mail	Olivet Nazarene University		Non-profit	No	"the Health Plan will not provide pay for and/or facilitate access to abortion-inducing products and related counseling. This includes the use of Yaz, EllaOne and the Copper-T IUD when prescribed with a diagnosis of pregnancy." The Health Plan will require a prior authorization for the dispensing of Yaz, EllaOne and the Copper-T IUD. Coverage of these products will not be allowed until a doctor confirms the use of the medications for non-abortion purposes." Plan B will be non-covered."		Other	Fully insured	
53		4/15/2015	Mail	St. Raphael Health Plan - all participating employers (136-4)		Non-profit		All		Church Plan	self-insured	

Notifications

	M	N	O	P	Q	R	S	T	U	V	W
	Service Provider Information										
	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by 2015	For self-insured plans, date notification forwarded to DOL	Action taken For for-profit organizations, date letter sent to organization (see instruction #5 above)	Notes	
38	Redacted	Redacted	Redacted	Original	N/A	Redacted					
39				Original	N/A						
40				Original	N/A						
41				Original	N/A						
42				Original	N/A						
43				Original	N/A						
44											
45					N/A						
46					N/A						
47				Updated	1/1/2015						
48				Original	N/A						
49				Original	N/A						
50				Original	N/A						
51				Original	N/A						
52				Original	N/A						
53				Original	N/A						

Notifications

670112

5	A	B	C	D	E	F	G	H	I	J	K	L
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Eligible Organization Information				Plan Information			
					Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
54	Redacted	5/4/2015	Mail	Society of the Precious Blood	Redacted	Non-profit		All	Redacted	Other	Fully insured	Redacted
55		5/22/2015	E-mail	Michael James Sales Tax Solutions LLC		Other		"Any and all abortifacients"		Other	Fully insured	
56		07/08/15	Litigation (Zubik v. Burwell)	The ROMAN CATHOLIC DIOCESE OF PITTSBURGH (* exempt)		Non-profit	Yes	All		Church Plan	self-insured	
57		07/08/15	Litigation (Zubik v. Burwell)	THE ROMAN CATHOLIC DIOCESE OF ERIE (* exempt)		Non-profit	Yes	All		Church Plan	self-insured	
58		07/08/15	Litigation (Zubik v. Burwell)	CATHOLIC CHARITIES OF THE DIOCESE OF PITTSBURGH INC.		Non-profit	Yes	All		Church Plan	self-insured	
59		07/08/15	Litigation (Zubik v. Burwell)	THE CATHOLIC CEMETERIES ASSOCIATION OF THE DIOCESE OF PITTSBURGH		Non-profit	Yes	All		Church Plan	self-insured	
60		07/08/15	Litigation (Zubik v. Burwell)	ST. MARTIN CENTER INC.		Non-profit	Yes	All		Church Plan	self-insured	
61		07/08/15	Litigation (Zubik v. Burwell)	PRINCE OF PEACE CENTER INC.		Non-profit	Yes	All		Church Plan	self-insured	
62		07/08/15	Litigation (Zubik v. Burwell)	ERIE CATHOLIC PREPARATORY SCHOOL		Non-profit	Yes	All		Church Plan	self-insured	
63		8/3/2015	Mail	Oral Roberts University		Non-profit		EC Plan B One-step (the morning after pill); Ella Ulipristal Acetate (the week after pill); copper intrauterine devices; hormonal intrauterine devices; as well as any other drug device procedure or mechanism which has the purpose or effect of preventing an already fertilized egg from developing further by inhibiting or terminating its attachment to the uterus"		Student	Fully insured	

M		N		O		P		Q		R		S		T		U		V		W	
Service Provider Information																					
Contact information for issuer (enter N/A if none)		Name of TPA (enter N/A if none)		Contact information for TPA (enter N/A if none)		Original information or updated information?		For updated information, date the information is effective		For updated information, summary of changes		For fully insured plans, date letter sent to issuer by HHS		For self-insured plan, date notification forwarded to DOL		Action Taken For for-profit organizations, date letter sent to organization (see instruction #1 above)		Notes			
Redacted						Redacted		Redacted		Redacted											
						Original		N/A													
54						Original		N/A													
55						Original		N/A													
56						Original		N/A													
57						Original		N/A													
58						Original		N/A													
59						Original		N/A													
60						Original		N/A													
61						Original		N/A													
62						Original		N/A													
63						Original		N/A													

S	A	B	C	D	E	F	G	H	I	J	K	L
	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Eligible Organization Information	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
63	Redacted	8/2 /2015	E-mail	Cummins-Alison Corp and Cummins Illinois Inc.	Redacted	Other	No	Plan B Ella Mirena Copper IUDs	Redacted	Other	self-insured	Redacted
64												
65		9/25/2015	E-mail	Weingartz Supply Co. Inc. & W & P Management LLC		Other	Yes	All contraceptive services		Other	Fully insured	
66		10/14/2015	Ma I	Carolyn's Place Inc.		Non-profit		All contraceptive services			Fully insured	
67		10/14/2015	Ma I	Dakota Tube Inc		Other						
68		10/28/2015	Ma I	Tyndale House Publishers Inc.		Other		post-conceptive medications and devices namely emergency contraceptives such as the "morning-after pill" the "week-after pill" and intrauterine devices		Other	Self-insured	
69		10/29/2015	E-mail	Electrolock Inc. Dunstone Co. Inc. and Stone River Mgmt. Co. LLC.		Other		All		Other	self-insured	
70											Fully insured	
71		11/19/2015	Ma I	Management Analysis and Utilization Inc.		Other		Ella Plan B Plan B One Step Next Choice Next Choice One Dose My Way and Take Action		Other	Fully Insured	
72											self-insured	
73		12/17/2015	SWIFT	Conestoga Wood Specialties Corp. Conestoga Transportation Inc. Phone: 717-445-6701		Other	Yes	Any hormonal drugs or IUDs		Other	self-insured	
74		12/2 /2015	E-mail	St. Joseph's Abby (ANA, Cistercian Abby of Spencer)		Non-profit	No	ALL contraceptive services required to be covered under PHS Act section 2713 as added by the Affordable Care Act and incorporated into ERISA section 715 and Code section 9815		Church Plan	Fully insured	
75		12/2 /2015	Ma I	Dakota Tube Inc.		Other						
76		1/28/2016	Ma I	Community Foundation of Northwest Indiana Inc. St. Mary Medical Center St. Catherine Hospital		Non-profit		All - "objection to providing coverage of all contraceptive services required to be covered under PHS Act section 2713 as added by the Affordable Care Act and incorporated into ERISA section 715 and Code section 9815."		Other	Self-insured	
77		2/2 /2016	E-mail	Miller Contracting Services Inc.		Other		All		Other		
78		3/3/2016	E-mail	Earth Sun Moon Trading company Inc		Other		All		Other	Fully insured	

	M	N	O	P	Q	R	S	T	U	V	W
	Service Provider Information								Action Taken		
	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #1 above)	Notes	
64	Redacted	Redacted	Redacted	Original	N/A	Redacted					
65				Original	N/A						
66				Original	N/A						
67											
68				Original	N/A						
69				Original	N/A						
70				Original	N/A						
71				Original	N/A						
72				Original	N/A						
73				Original	N/A						
74				Original	N/A						
75											
76				Original	N/A						
77				Original	N/A						
78				Original	N/A						

5	A	B	C	D	E	F	G	H	I	J	K	L
6	Tracking number	Date notification received	Received via mail or e-mail?	Eligible Organization Information				Plan information				
				Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
79	Redacted	3/7/2016	E-mail	Luertsema Sales	Redacted	Other		All	Redacted	Other	Fully insured	Redacted
80		3/24/2016	E-mail	Continuum Health Partnerships Inc.		Other		Abortion causing drugs devices and sterilizations; patient education and counseling for all women with reproductive capacity.		Other	self-insured	
81	Continuum Health Management LLC											
82	Mountain States Health Properties LLC.											
83		3/28/2016	E-Mail	Fresh Unlimited Inc.		Other		All		Other	Fully Insured	
84		4/1/2016	E-mail	Sarkes Tarzian Inc.		Other		All		Other	Fully Insured	
85		7/19/2016	E-Mail	Mersino Management Company		Other	Yes	All		Other	self-insured	
86	Mersino Southwest LLC											
87	Mersino Enterprise Inc.											
88	Global Pump Company											
89	Mersino Properties Company, LLC											
90				Mersino Dewatering Inc.								
91		7/26/2016		Litigation: 2nd Circuit Court 1:12-cv-02542-BMC Catholic Health Care System	Catholic Health Care System (aka ArchCare)		Yes	abortion-inducing drugs sterilizations contraceptives			self-insured	
92	Cardinal Spellman High School											
93	Monsignor Farrell High School											
94	Catholic Health Services of Long Island											
95		7/26/2016	Litigation: Geneva 3rd Circuit Court 2:12-cv-00207	Geneva College (employee)			Yes	abortion-inducing drugs		Other	Fully Insured	
96				Geneva College (Student)			Yes			Student	Fully Insured	
97		7/26/2016	Litigation: Persico 3rd Circuit Court 1-13-cv-00303	The Roman Catholic Diocese of Erie* (exempt)		Non-profit	Yes	abortion-inducing drugs contraceptives or sterilization		Church Plan	self-insured	
98	Erie Catholic Preparatory School				Non-profit							
99	PRINCE OF PEACE CENTER INC.				Non-profit							
100	ST. MARTIN CENTER INC.				Non-profit							
101		7/26/2016	Litigation: Zubik 3rd Circuit Court 2-12-cv-00676	Catholic Charities of Pittsburgh		Non-profit	Yes	abortion-inducing drugs contraceptives or sterilization		Church Plan	self-insured	
102				Diocese of Pittsburgh* (Exempt)								
103		7/26/2016	Litigation: Catholic Diocese of Beaumont 5th Circuit Court	Catholic Charities of Southeast Texas	Catholic Diocese of Beaumont** (Exempt)		Yes	abortifacients contraception and sterilization		Other	self-insured	
104												

5	M	N	O	P	Q	R	S	T	U	V	W
6	Service Provider Information			Action Taken							
7	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #1 above)	Notes	
79	Redacted	Redacted	Redacted	Original	N/A	Redacted					
80				Original	N/A						
81				Original	N/A						
82				Original	N/A						
83				Original	N/A						
84				Original	N/A						
85				Original	N/A						
86				Original	N/A						
87				Original	N/A						
88				Original	N/A						
89				Original	N/A						
90				Original	N/A						
91				Original	N/A						
92				Original	N/A						
93				Original	N/A						
94				Original	N/A						
95				Original	N/A						
96				Original	N/A						
97				Updated	N/A						
98				Updated	N/A						
99				Updated	N/A						
100				Updated	N/A						
101				Original	N/A						
102				Original	N/A						
103				Original	N/A						
104				Original	N/A						



	A	B	C	D	E	F	G	H	I	J	K	L	
5					Eligible Organization Information					Plan Information			
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)	
	Redacted	7/26/2016	Litigation: ETBU 5th Circuit Court 4:12-CV-3009	East Texas Baptist University (employee)	Redacted		Yes	"abortion-inducing drugs ... and related services" NOT including contraceptives (compl. § 28)	Redacted	Other	self-insured	Redacted	
105				Houston Baptist			Yes				self-insured		
106				Westminster			Yes						
107													
108				Roman Catholic Diocese of Fort Worth* (Exempt)		Non-profit	Yes	"abortion-inducing drugs " sterilization and contraception		Church Plan	self-insured		
109		7/26/2016	Litigation: University of Dallas 5th Circuit Court 4:12-cv-314	University of Dallas (employee)			Yes	"abortion-inducing drugs" and steri lization			self-insured		
110				University of Da las (student)			Yes	"abortion-inducing drugs " sterilization and contraception (prescribed to treat a medical condition only not to prevent pregnancy)		Student	Fully-insured		
111				Catholic Charities of Fort Worth			Yes	abortion-inducing drugs sterilization and contraception			Fully Insured		
112		7/26/2016	Litigation: Catholic Diocese of Nashville 6th Circuit Court 3:13-cv-01303	Aquinas College Nashville			Yes	"abortion-inducing products " steri lization and contraception			Fully Insured		
113				Camp Marymount Inc.									
114				Catholic Charities of Tennessee									
115				The Catholic Diocese of Nashville* (Exempt)									
116				Dominican Sisters of St. Cecilia* (Exempt)									
117				Mary Queen of Angels									
118				St. Mary's Villa Inc.									
119		7/26/2016	Litigation: MCC 6th Circuit Court 1:13-cv-01247-GIQ	Catholic Family Services (aka Catholic Charities of Kalamazoo)			Yes	contraception and steri lization			self-insured		
120				Michigan Catholic Conference* (Exempt)									
121				Catholic Charities of Ft. Wayne			Yes	"abortion-inducing products " steri lization and contraception			Self-insured		
122				Diocese of Ft. Wayne* (Exempt)			Yes	"abortion-inducing products " steri lization and contraception			Self-insured		
123		7/26/2016	Litigation: Catholic Charities of Ft. Wayne 7th Circuit Court 1:12-cv-00159-JD-RBC	Franciscan Alliance			Yes	"abortion-inducing products " steri lization and contraception			Both		
124				Our Sunday Visitor			Yes	"abortion-inducing products " steri lization and contraception			Self-insured		
125				Specialty Physicians of Illinois			Yes	"abortion-inducing products " steri lization and contraception			Fully-insured		
126				St. Anne Home			Yes	"abortion-inducing products " steri lization and contraception			Self-insured		
127				University of St. Francis			Yes	"abortion-inducing products " steri lization and contraception			Self-insured		

M		N		O		P	Q	R	S	T	U	V	W
Service Provider Information										Action Taken			
Contact information for issuer (enter N/A if none)		Name of TPA (enter N/A if none)		Contact information for TPA (enter N/A if none)		Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #1 above)	Notes	
Redacted		Redacted		Redacted		Original	N/A	Redacted					
105						Original	N/A						
106						Original	N/A						
107						Original	N/A						
108						Original	N/A						
109						Original	N/A						
110						Original	N/A						
111						Original	N/A						
112						Original	N/A						
113						Original	N/A						
114						Original	N/A						
115						Original	N/A						
116						Original	N/A						
117						Original	N/A						
118						Original	N/A						
119						Original	N/A						
120						Original	N/A						
121						Original	N/A						
122						Original	N/A						
123						Original	N/A						
124						Original	N/A						
125						Original	N/A						
126						Original	N/A						
127						Original	N/A						

5	A	B	C	D	E	F	G	H	I	J	K	L	
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Eligible Organization Information		Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)	
	Redacted				Redacted				Redacted			Redacted	
				Biola University (employee)			Yes	"abortion-inducing drugs like ella and Plan B" but not other contraceptives			Fully insured		
128		7/26/2016	Litigation: Grace Schools 7th Circuit Court 3:12-cv-00459-JD-CAN	Biola University (student)			Yes	"abortion-inducing drugs like ella and Plan B" but not other contraceptives		Student	Fully insured		
129				Grace Schools (employee)			Yes	"abortifacient drugs" but not all contraceptives			Self-insured		
130				Grace Schools (student)			Yes	"abortifacient drugs" but not all contraceptives		Student	Fully insured		
131													
		7/26/2016	Litigation: CNS 8th Circuit Court 2:12-cv-00092	CNS International Ministries (holding company for other listed plaintiffs; Sharpe Holdings Inc., Ozark Nat'l Life Ins. Co. and N.I.S. Financial Services Inc.)			Yes	Plan B ella Copper IUDs			Self-insured		
132				Heartland Christian College			Yes	Plan B ella Copper IUDs			Self-insured		
133													
		7/26/2016	Litigation: Dordt 8th Circuit Court 5:13-cv-04100	Cornerstone University			Yes	"post-coital "emergency contraceptives"" such as "ella Plan B and IUDs"			Fully-insured		
134				Dordt College (employee)							Self-insured		
135				Dordt College (student)						Student	Fully-insured		
136													
		7/26/2016	Litigation: Little Sisters of the Poor 8th Circuit Court No. 13-1540 (10th Cir) Appeal of No. 1:13-CV-02611 (D. Co.)	Little Sisters of the Poor Baltimore, Inc. ("Little Sisters of Baltimore")		Non-profit	Yes	"sterilization, contraceptives and drugs that cause abortions." "contraceptives, abortifacient drugs, sterilizations, and related education and counseling."			self-insured		
137				Little Sisters of the Poor Home for the Aged, Denver, Colorado ("Little Sisters of Denver")	Non-profit								
138		7/26/2016	Litigation: Reaching Souls	Reaching Souls		Yes	ella Plan B Plan B one-step Next Choice Copper IUDs IUDs w/Progestin		Church Plan	self-insured			
139				Truett-McConnell College									
140													
				Mid-America Christian			"contraceptives, abortifacients [such as Plan B and ella] and related counseling to their employees and students."			self-insured			
141													
142				Oklahoma Baptist (employee)						Fully-insured			
143				Oklahoma Baptist (student)					Student	Fully-insured			
		7/26/2016	Litigation: Southern Nazarene 8th Circuit Court No. 14-6026 (10th Cir) appeal of No. 5:13 CV-01015-F (W.D. Okla.)	Oklahoma Wesleyan		Yes	Plan B ella and IUDs			Fully-insured			
144													
				Southern Nazarene University (employee)			"contraceptives, abortifacients [such as Plan B and ella] and related counseling to their employees and students."			Partially self-insured. Insured for claims over \$100,000			
145													

	M	N	O	P	Q	R	S	T	U	V	W
5	Service Provider Information								Action Taken		
6	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #1 above)	Notes	
	Redacted	Redacted	Redacted			Redacted					
				Original	N/A						
128											
				Original	N/A						
129											
130											
				Original	N/A						
131											
				Original	N/A						
132											
133				Original	N/A						
				Original	N/A						
134											
				Original	N/A						
135											
136				Original	N/A						
				Original	N/A						
137											
138											
139				Original	N/A						
140											
141											
142											
143											
				Original	N/A						
144											
145											

5	A	B	C	D	E	F	G	H	I	J	K	L
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Eligible Organization Information	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
146	Redacted		Litigation: Priests for Life DC 1:13-cv-01261	Southern Nazarene University (student)	Redacted				Redacted	Student	Fully-insured	Redacted
147		7/26/2016		Priests for Life			Yes	"contraception sterilization [and] abortifacients"			Fully-insured	
148				Archdiocese of Washington ( listed in complaint as "Roman Catholic Archbishop of Washington D.C." and as "Archdiocese of Washington")" (exempt)							self-insured	
149				Catholic Charities of the Archdiocese of Washington Inc.								
150				Catholic Information Center Inc.								
151				The Catholic University of America							Fully-insured	
152		7/26/2016	Litigation: RCAW DC 1:13-cv-01441	The Catholic University of America (student)			Yes	abortion-inducing products contraception or sterilization		Student	Fully-insured	
153				The Consortium of Catholic Academies of the Archdiocese of Washington D.C.							self-insured	
154				Archbishop Carroll High School								
155				Don Bosco Cristo Rey High School of the Achdiocese of Washington D.C.								
156				Mary of Nazareth Roman Catholic Elementary School Inc.								
157				Roman Catholic Archbishop of Washington								
158				Victory Housing Inc.								
159				Thomas Aquinas College								
160		7/26/2016	Litigation: Beckwith Electric 11th Circuit (M.D. FL) 8:16-cv-01944	Beckwith Electric Co. Inc.		Other	Yes	"emergency contraception " "abort facients " "any drugs devices and services capable of ending innocent human life" (specifica ly lists Plan B ella and the IUD as examples of "abortifacients")		Other	self-insured	
161		7/26/2016	Litigation: Johnson Welded DC(DCC) 1:16-cv-00557	Johnson Welded Products Inc.		Other	Yes	"all of the contraceptive services required by the contraceptive services mandate"		Other	Not Indicated	
162		8/5/2016	Ma I	Society of the Precious Blood		Non-profit	No	All		Other	Fully insured	
163		9/1/2016	Litigation: Catho ic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Catholic Charities of the Archdiocese of Philadelphia d/b/a Catho ic Social Services		Non-profit	Yes	"a l of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
164		9/1/2016	Litigation: Catho ic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	St. John's Orphan Asylum		Non-profit	Yes	"a l of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	

S	M	N	O	P	Q	R	S	T	U	V	W
Service Provider Information			Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	Action Taken		Notes	
								For for-profit organizations, date letter sent to organization (see instruction #5 above)			
146	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
147	Redacted	Redacted	Redacted	Original	N/A	Redacted	Redacted	Redacted	Redacted	Redacted	Redacted
148				Original	N/A						
149											
150											
151				Original	N/A						
152				Original	N/A						
153											
154											
155				Original	N/A						
156											
157	Redacted	Redacted	Redacted			Redacted	Redacted	Redacted	Redacted	Redacted	
158											
159											
160				Original	N/A						
161				Original	N/A						
162				Updated	7/1/2016	Redacted	Redacted	Redacted	Redacted	Redacted	
163				Original	N/A						
164				Original	N/A						

Notifications

5	A	B	C	D	E	F	G	H	I	J	K	L
					Eligible Organization Information				Plan Information			
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
	Redacted	9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	St. Edmond's Home for Crippled Children	Redacted	Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."	Redacted	Church Plan	Self-insured	Redacted
165		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Don Guanella Village of the Archdiocese of Philadelphia		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
166		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Divine Providence Village		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
167		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Philadelphia Protector for Boys d/b/a St. Gabriel's System		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
168		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Catholic Community Services Inc.		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
169		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Nutritional Development Services Inc.		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
170		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Catholic Health Care Services - Supportive Independent Living d/b/a Villa St. Martha and Community Based Services		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
171		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	St. John Vianney Center		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
172		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Catholic Clinical Consultants		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
173		9/1/2016	Litigation: Catholic Charities Archdiocese of Philadelphia 3rd Circuit 2:14-cv-03096-AB	Roman Catholic Archdiocese of Philadelphia		Non-profit	Yes	"a I of the required contraceptive services with the exception of the prescription and use of contraceptive medications for non-contraceptive medical purposes."		Church Plan	Self-insured	
174		9/15/2015	Litigation: Diocese of Cheyenne 10th Circuit court 14-8040	Diocese of Cheyenne		Non-profit	Yes	"to providing procuring or facilitating access to abortion-inducing products abortion sterilization or contraceptives" except when "prescribed with the intent of treating a medical condition not with the intent to prevent pregnancy or to induce abortion."		Church Plan	Self-insured	
175		9/15/2015	Litigation: Diocese of Cheyenne 10th Circuit court 14-8040	Catholic Charities of Wyoming		Non-profit	Yes	"to providing procuring or facilitating access to abortion-inducing products abortion sterilization or contraceptives" except when "prescribed with the intent of treating a medical condition not with the intent to prevent pregnancy or to induce abortion."		Church Plan	Self-insured	
176		9/15/2015	Litigation: Diocese of Cheyenne 10th Circuit court 14-8040	Saint Joseph's Children's Home		Non-profit	Yes	"to providing procuring or facilitating access to abortion-inducing products abortion sterilization or contraceptives" except when "prescribed with the intent of treating a medical condition not with the intent to prevent pregnancy or to induce abortion."		Church Plan	Self-insured	
177		9/15/2015	Litigation: Diocese of Cheyenne 10th Circuit court 14-8040			Non-profit	Yes	"to providing procuring or facilitating access to abortion-inducing products abortion sterilization or contraceptives" except when "prescribed with the intent of treating a medical condition not with the intent to prevent pregnancy or to induce abortion."		Church Plan	Self-insured	

5	M	N	O	P	Q	R	S	T	U	V	W	
Service Provider Information												
6	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	Action Taken For for-profit organizations, date letter sent to organization (see instruction #1 above)	Notes		
	Redacted	Redacted	Redacted	Original	N/A	Redacted						
165				Original	N/A							
166				Original	N/A							
167				Original	N/A							
168				Original	N/A							
169				Original	N/A							
170				Original	N/A							
171				Original	N/A							
172				Original	N/A							
173				Original	N/A							
174				Original	N/A							
175				Original	N/A							
176				Original	N/A							
177				Original	N/A							



5	A	B	C	D	E	F	G	H	I	J	K	L
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Eligible Organization Information	Type of organization (Non-profit or other)	Plaintiff in litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
178	Redacted	9/15/2015	Litigation: Diocese of Cheyenne 10th Circuit court 14-8040	St. Anthony Tri-Parish Catholic School	Redacted	Non-profit	Yes	"to providing procuring or facilitating access to abortion-inducing products abortion sterilization or contraceptives" except when "prescribed with the intent of treating a medical condition not with the intent to prevent pregnancy or to induce abortion."	Redacted	Church Plan	Self-insured	Redacted
179		9/15/2015	Litigation: Diocese of Cheyenne 10th Circuit court 14-8040	Wyoming Catholic College		Non-profit	Yes	"abortion-inducing products or sterilization" except "contraceptives only when prescribed with the intent of treating a medical condition not with the intent to prevent pregnancy."		Church Plan	self-insured	
180		9/15/2015	Litigation: Colorado Christian University 10th Circuit Court 14-1329	Colorado Christian University (employee)		Non-profit	Yes	"coverage for a l services drugs and devices that could terminate human life from the moment of conception including medical abortions emergency contraceptives l ke Plan B and Ella and IUDs" and "other contraceptives."		Other	self-insured	
181		9/15/2015	Litigation: Colorado Christian University 10th Circuit Court 14-1330	Colorado Christian University (student)		Non-profit	Yes	"coverage for abortions and all contraceptives including emergency contraceptives and IUDs."		Student	Fully Insured	
182		9/15/2015	Litigation: Dobson 10th Circuit Court 14-1233	Family Talk		Non-profit	Yes	"abortion-inducing or implantation-preventing drugs abortifacient items and related education and counseling specifically IUDs and 'emergency contraception' such as Plan B and Ella" and "any counseling or referrals to promote or refer for ... such abortion-inducing drugs and IUDs"		Other	Partially Self-insured with a stop-loss provider and a third-party administrator	
183		9/15/2015	Litigation: Ass'n of Christian Schools Int'l v. Burwell 10th Circuit Court No. 14-1492	Association of Christian Schools International (employee)		Non-profit	Yes	"the procurement of participation in facilitation of or payment for abortion (including abortion-causing drugs and devices like Plan B ella and IUDs)"		Other	self-insured	
184		9/15/2015	Litigation: Ass'n of Christian Schools Int'l v. Burwell 10th Circuit Court No. 14-1492	Samaritan Ministries International (employee)		Non-profit	Yes	"the procurement of participation in facilitation of or payment for abortion (including abortion-causing drugs and devices like Plan B ella and IUDs)"		Other	self-insured	
185		9/15/2015	Litigation: Ass'n of Christian Schools Int'l v. Burwell 10th Circuit Court No. 14-1492	Taylor University (employee)		Non-profit	Yes	"the procurement of participation in facilitation of or payment for abortion (including abortion-causing drugs and devices like Plan B ella and IUDs)"		Other	self-insured	
186		9/15/2015	Litigation: Ass'n of Christian Schools Int'l v. Burwell 10th Circuit Court No. 14-1492	Indiana Wesleyan University		Non-profit	Yes	"the procurement of participation in facilitation of or payment for abortion (including abortion-causing drugs and devices like Plan B ella and IUDs)"		Other	self-insured	
187		9/15/2015	Litigation: Ass'n of Christian Schools Int'l v. Burwell 10th Circuit Court No. 14-1492	Asbury Theological Seminary		Non-profit	Yes	"the procurement of participation in facilitation of or payment for abortion (including abortion-causing drugs and devices like Plan B ella and IUDs)"		Other	self-insured	
188		9/15/2015	Litigation: Ass'n of Christian Schools Int'l v. Burwell 10th Circuit Court No. 14-1492	Alliance Defending Freedom		Non-profit	Yes	"emergency contraceptive medications hormonal contraceptive medications and devices and implanted contraceptive devices or related counseling or referrals to promote the use of such items"		Other	self-insured	
189		9/20/2016	Litigation: Catholic Benefits Ass'n LCA v. Burwell 10th Circuit Court Nos. 14-6163 14-6171	Good Will Publishers Inc.		Other	Yes	"contraception abortion-inducing drugs or devices sterilization and related counseling"		Other	Fully-insured	
190		9/20/2016	Litigation: Catholic Benefits Ass'n LCA v. Burwell 10th Circuit Court Nos. 14-6163 14-6171	Catholic Charities of the Archdiocese of Oklahoma City		Non-profit	Yes	"contraception abortion-inducing drugs or devices sterilization and related counseling"		likely church plan but never alleged	self-insured	
191		9/20/2016	Litigation: Catholic Benefits Ass'n LCA v. Burwell 10th Circuit Court Nos. 14-6163 14-6171	All Saints Catholic School		Non-profit	Yes	"contraception abortion-inducing drugs or devices sterilization and related counseling"		likely church plan but never alleged	self-insured	

M			N		O		P	Q	R	S	T	U	V	W					
Service Provider Information																			
Contact information for issuer (enter N/A if none)			Name of TPA (enter N/A if none)		Contact information for TPA (enter N/A if none)		Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #1 above)	Notes						
6	Redacted	Redacted	Redacted				Original	N/A	Redacted										
178																			
179																			
180																			
181																			
182																			
183																			
184																			
185																			
186																			
187																			
188																			
189																			
190																			
191																			

S	A	B	C	D	E	F	G	H	I	J	K	L
					Eligible Organization Information					Plan Information		
	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
6	Redacted	9/20/2016	Litigation: Catholic Benefits Ass'n LCA v. Burwell 10th Circuit Court Nos. 14-6163 14-6171	The Cathedral Foundation d/b/a Catholic Review Media	Redacted	Non-profit	Yes	"contraception abortion-inducing drugs or devices sterilization and related counseling"	Redacted	likely church plan but never alleged	self-insured	Redacted
19												
19		9/20/2016	Litigation: Catholic Benefits Ass'n LCA v. Burwell 10th Circuit Court Nos. 14-6163 14-6171	Vi la St. Francis Catholic Care Center Inc.		Non-profit	Yes	"contraception abortion-inducing drugs or devices sterilization and related counseling"		Other	Fully-insured	
19												
19		10/6/2016	Litigation: Roman Catholic Archdiocese of Atlanta et al. v. Secretary U.S. Dep't of Health & Human Servs et al Nos. 14-12890 14-13239	THE ROMAN CATHOLIC ARCHDIOCESE OF ATLANTA an association of churches and schools		Non-profit	Yes	"abortion-inducing products contraception steri zation and related course ing" "unless they are necessary for medica ly diagnosed conditions unrelated to contraception."		Church Plan	self-insured	
19												
19		10/6/2016	Litigation: Roman Catholic Archdiocese of Atlanta et al. v. Secretary U.S. Dep't of Health & Human Servs et al Nos. 14-12890 14-13240	THE MOST REVEREND WILTON D GREGORY and his successors Archbishop of the Roman Catholic Archdiocese of Atlanta		Non-profit	Yes	"abortion-inducing products contraception steri zation and related course ing" "unless they are necessary for medica ly diagnosed conditions unrelated to contraception."		Church Plan	self-insured	
19												
19		10/6/2016	Litigation: Roman Catholic Archdiocese of Atlanta et al. v. Secretary U.S. Dep't of Health & Human Servs et al Nos. 14-12890 14-13241	CATHOLIC CHARITIES OF THE ARCHDIOCESE OF ATLANTA INC. a Georgia non-profit corporation		Non-profit	Yes	"abortion-inducing products contraception steri zation and related course ing" "unless they are necessary for medica ly diagnosed conditions unrelated to contraception."		Church Plan	Self-insured	
19												
19		10/6/2016	Litigation: Roman Catholic Archdiocese of Atlanta et al. v. Secretary U.S. Dep't of Health & Human Servs et al Nos. 14-12890 14-13242	Catho ic Education of North Georgia Inc. (CENG)		Other	Yes	"abortion-inducing products contraception steri zation and related course ing" "unless they are necessary for medica ly diagnosed conditions unrelated to contraception."		Church Plan	Self-insured	
19												
19		10/6/2016	Litigation: Roman Catholic Archdiocese of Atlanta et al. v. Secretary U.S. Dep't of Health & Human Servs et al Nos. 14-12890 14-13243	THE ROMAN CATHOLIC DIOCESE OF SAVANNAH an ecclesiastical territory		Non-profit	Yes	"abortion-inducing products contraception steri zation and related course ing" "unless they are necessary for medica ly diagnosed conditions unrelated to contraception."		Church Plan	Self-insured	
19												
19		10/6/2016	Litigation: Roman Catholic Archdiocese of Atlanta et al. v. Secretary U.S. Dep't of Health & Human Servs et al Nos. 14-12890 14-13244	THE MOST REVEREND JOHN HARTMAYER and his successors Bishop of The Roman Catholic Diocese of Savannah et al.		Non-profit	Yes	"abortion-inducing products contraception steri zation and related course ing" "unless they are necessary for medica ly diagnosed conditions unrelated to contraception."		Church Plan	Self-insured	
20												
20		11/ /2016	Email/mail	Blick Group Inc.		Other	Yes	"all contraceptive services"		Other	Fully-insured	
20												
20		11/9/2016	Email	The Energy Lab INC		Other	No	All		Other	Fully-insured	
20												
20		11/2 /2016	Email	Marian University		Non-profit	No	All		Church Plan	self-insured	

	M	N	O	P	Q	R	S	T	U	V	W	
5	Service Provider Information					Action Taken						
6	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by HHS	For self-insured plan, date notification forwarded to DOL	For for-profit organizations, date letter sent to organization (see instruction #1 above)	Notes		
	Redacted	Redacted	Redacted	Original	N/A	Redacted						
192				Original	N/A							
193				Original	N/A							
194				Original	N/A							
195				Original	N/A							
196				Original	N/A							
197				Original	N/A							
198				Original	N/A							
199				Original	N/A							
200				Original	N/A							
201				Original	N/A							
202				Original	N/A							
203				Original	N/A							

S	A	B	C	D	E	F	G	H	I	J	K	L
6	Tracking number	Date notification received	Received via mail or e-mail?	Name of eligible organization	Contact information for eligible organization	Type of organization (Non-profit or other)	Plaintiff in Litigation? (Yes or No) (See instruction #2 above)	Contraceptive services not provided	Plan name	Plan type (Student Plan, Church Plan, Other)	Fully insured, self-insured or both?	Name of issuer (enter N/A if none)
204	Redacted	11/29/2016	Litigation: Louisiana College v. Burwell et al. No. 14-31167	Louisiana College	Redacted	Non-profit	Yes	Objects to providing: RU-486; Plan B; ella; "counseling regarding the use of abortifacients like ella and Plan B;" and any "drugs, devices, services or procedures contrary to its faith." Sec. Am. Compl. Dist. Ct. Dkt 77 at ¶¶ 27-33  "While excluding abortifacients like ella and Plan B LC's employee health plan does cover contraceptives that prevent ovulation." Sec. Am. Compl. Dist. Ct. Dkt 77 at ¶ 37	Redacted	Church Plan	self-insured	Redacted
205		4/2 /2017	Ms I	Continuum Health Partnerships Inc.		Other	No	Abortion causing drugs, devices and sterilizations; patient education and counseling for all women with reproductive capacity.		Other	self-insured	
206				Continuum Health Management LLC								
207				Mountain States Health Properties LLC								
208												
209												

	M	N	O	P	Q	R	S	T	U	V	W
	Service Provider Information										
	Contact information for issuer (enter N/A if none)	Name of TPA (enter N/A if none)	Contact information for TPA (enter N/A if none)	Original information or updated information?	For updated information, date the information is effective	For updated information, summary of changes	For fully insured plans, date letter sent to issuer by 2015	For self-insured plans, date notification forwarded to DOL	Action taken For for-profit organizations, date letter sent to organization (see instruction #5 above)	Notes	
6	Redacted	Redacted	Redacted	Original	N/A	Redacted					
204											
205				Updated	4/1/2017						
206											
207											
208											
209											

Redacted



# **Exhibit B**



**TABLE 1**

**Number of Women with Employer-Sponsored Insurance  
Who Are Income-Eligible for State-Funded Contraceptive Coverage<sup>1</sup>**

<u>State</u>	<u>Insured, Income-Eligible Women Between the Ages of 15 and 45<sup>2</sup></u>	<u>Percent of Enrollees Covered Under a Self- Funded Plan<sup>3</sup></u>	<u>Insured, Income-Eligible Women Between the Ages of 15 and 45 in Self- Funded Plans<sup>4</sup></u>
California	1,415,247	41.6%	588,743
Connecticut	151,198	59.3%	89,660
Delaware	45,491	68.3%	31,070
Hawaii	88,650	37.6%	33,332
Illinois	612,778	63.3%	387,888
Iowa	221,138	57.4%	126,933
Maine	45,678	57.7%	26,356
Maryland	277,509	49.6%	137,644
Massachusetts	365,762	56.6%	207,021
Minnesota	183,765	N/A	183,765
New Mexico	84,771	69.1%	58,577
New York	811,392	53.9%	437,340
Oregon	188,570	53.7%	101,262
Pennsylvania	580,295	N/A	580,295
Vermont	23,575	60.2%	14,192
Virginia	318,424	N/A	318,424
Washington	317,669	57.4%	182,342
<b>Total</b>	<b>5,731,912</b>		<b>3,504,844</b>

<sup>1</sup> These numbers are derived from the Interactive Public Use Microdata Series (<https://usa.ipums.org/usa/>) which provides detailed data from the U.S. Census Bureau's American Community Survey (2015), the State Health Access Data Assistance Center, and the Agency for Healthcare Research and Quality. Each person is assigned to a household health insurance unit ("HIU"). The incomes of all members of the same HIU are summed and divided by the FPL for the relevant household size to generate the income of the HIU as a percentage of the FPL. For Column 2, the number reflects women who: (a) are between the ages of 15 and 45;

(b) have employer/union provided health insurance; and (c) have HIU income under the relevant percent of the FPL to qualify for that State's program. That initial estimate is further refined (Column 4) based on the percentage of enrollees in self-insured employer plans in each State (Column 3), provided that the State has a contraceptive equity law. We recognize that other data sources and methodologies may achieve different results. Whatever the precise calculations, however, the ultimate conclusion—that millions of women with employer-sponsored insurance are income-eligible for state-funded programs—remains accurate.

<sup>2</sup> For each State on the list, the following is the highest FPL for a broadly applicable program that is at least partially state funded: California—200% (Family PACT); Connecticut—263% (Medicaid Family Planning Expansion); Delaware—250% (Title X); Hawaii—250% (Title X); Illinois—250% (Title X); Iowa—300% (Family Planning Program); Maine—214% (Medicaid Family Planning Program); Maryland—250% (Title X); Massachusetts—300% (Sexual Reproductive Health Program); Minnesota—200% (Family Planning Program); New Mexico—250% (Family Planning Program); New York—223% (Family Benefit Program); Oregon—250% (Oregon Contraceptive Care); Pennsylvania—220% (Medicaid Family Planning Expansion); Vermont—200% (Department of Health Global Commitment Investment Grant); Virginia—200% (Plan First Program); Washington—260% (Take Charge Program).

<sup>3</sup> The percentage of self-insured plans is taken from: U.S. Dept. of Health & Human Services, Medical Expenditure Panel Survey, *Percent of private-sector enrollees that are enrolled in self-insured plans at establishments that offer health insurance by firm size and State: United States, 2016*, [https://meps.ahrq.gov/data\\_stats/summ\\_tables/insr/state/series\\_2/2016/tiib2b1.pdf](https://meps.ahrq.gov/data_stats/summ_tables/insr/state/series_2/2016/tiib2b1.pdf) (“ARHQ Database”). In many cases, the ARHQ Database provides significantly lower self-insured coverage rates than other sources. Consistent with other efforts, we have used the figures provided by the Database to provide a conservative estimate.

<sup>4</sup> All of the listed States, except Minnesota, Pennsylvania and Virginia have contraceptive equity laws that generally require state-regulated plans to cover all FDA-approved forms of contraception.

**TABLE 2****Number of Women with Employer-Sponsored Insurance Who Are Income Eligible for Medicaid as Secondary Payer for Contraceptive Services<sup>5</sup>**

<u>State</u>	<u>Insured, Income-Eligible Women Between the Ages of 15 and 45<sup>6</sup></u>	<u>Percent of Enrollees Covered Under a Self-Funded Plan</u>	<u>Insured, Income-Eligible Women Between the Ages of 15 and 45 in Self-Funded Plans</u>
Connecticut	85,157	59.3%	50,498
Delaware	25,163	68.3%	17,186
Hawaii	44,278	37.6%	16,649
Illinois	340,905	63.3%	215,793
Maryland	168,016	49.6%	83,336
Massachusetts	195,584	56.6%	110,701
Minnesota	127,349	N/A	127,349
Oregon	99,246	53.7%	53,295
Pennsylvania	376,451	N/A	376,451
Rhode Island	32,695	47.9%	15,661
Vermont	18,613	60.2%	11,205
Washington	160,796	57.4%	92,297
<b>Total</b>	<b>1,674,253</b>		<b>1,170,421</b>

<sup>5</sup> The Medicaid program serves as a secondary payer for contraceptive services in each of the States listed in Table 2.

<sup>6</sup> For all States listed in this table, the relevant Medicaid FPL used to calculate the figures is 138%.