UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF CONNECTICUT

BARTH BRACY and ABBIE BRACY, ***Plaintiffs*** v. KATHLEEN SEBELIUS, in her official capacity as Secretary of the United States Department of Health and Human Services; THOMAS PEREZ, in his official capacity as Secretary of the United States Department of Labor; JACOB J. LEW, in his official capacity as Secretary of the United States Department of the Treasury; KATHERINE ARCHULETA, in her official capacity as Director of the Office of Personnel Management; UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES; UNITED STATES DEPARTMENT OF LABOR; UNITED STATES DEPARTMENT OF THE TREASURY; OFFICE OF PERSONNEL MANAGEMENT; MEMBERS OF THE BOARD OF DIRECTORS OF ACCESS HEALTH CONNECTICUT, in their official capacities; and ACCESS HEALTH CONNECTICUT, ***Defendants***	Civil Action No. _____

VERIFIED COMPLAINT

Plaintiffs, Barth Bracy and Abbie Bracy, by their attorneys allege:

I. Introduction

1. Our Constitution, laws and history forbid the government to penalize a person for his religious convictions. Yet, the Defendants interpret, apply, and enforce the Affordable Care Act to impose substantial penalties on Barth and Abbie Bracy and deny them benefits to which they are entitled because of their sincere religious objection to paying a special surcharge to be used specifically and exclusively to pay for others' elective abortions. Through the Affordable Care Act of 2010, Pub. L. 111-148 (March 23, 2010), and Pub. L. 111-152 (March 30, 2010), the government has required the Bracys to purchase a certain type of government-approved health insurance or pay burdensome fines for their refusal. The government also entitles the Bracys to substantial subsidies to purchase certain of these insurance plans, an entitlement made necessary because requirements of the Affordable Care Act have terminated their own plan and driven up the cost of any alternatives. However, in order to avail themselves of any of those subsidies and avoid the draconian penalties Defendants would impose, the Bracys must also pay a separate fee to be used solely to pay for elective abortions for others. The Bracys are devout Catholics; Barth Bracy is an ordained deacon and a former

missionary. The Bracys are deeply pro-life and object to being forced to pay for procedures that kill innocent human beings.

2. Defendants exacerbate these constitutional violations by prohibiting insurers on the exchanges and exchange officials from providing the Bracys or any other Americans with truthful information about abortion coverage in the plans they offer or the amount of the premiums that the issuers will collect from enrollees to be expressly and exclusively used to pay for elective abortions. Defendants censor this critical information from the public, including the Bracys, even though it is essential to their attempts to discern which healthcare plans are most appropriate for their families. Both the requirement that individuals pay for abortions in violation of their conscience or face government-imposed penalties and the prohibition on the exchange of truthful and important information about abortion coverage in these plans violate the Plaintiffs' rights guaranteed under the United States Constitution and federal and state law, and Plaintiffs accordingly seek declaratory and injunctive relief.

II. Identification of the Parties

3. Plaintiffs Barth Bracy and Abbie Bracy are married and reside in Dayville, Connecticut, with their four minor children. Barth Bracy is a Catholic and the Executive Director of the Rhode Island State Right to Life Committee.

4. Defendants are appointed officials of the United States government and United States Executive Branch agencies responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, taxpayer subsidies for approved health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

5. Defendant Kathleen Sebelius is the Secretary of the United States Department of Health and Human Services (HHS). In this capacity, she is responsible for the operation and management of HHS. Sebelius is sued in her official capacity only.

6. Defendant HHS is an executive agency of the United States government and is responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, subsidies for approved health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

7. Defendant Thomas Perez is the Secretary of the United States Department of Labor. In this capacity, he has responsibility for the operation and management of the Department of Labor. Perez is sued in his official capacity only.

8. Defendant Department of Labor is an executive agency of the United States government and is responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, taxpayer subsidies for approved health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

9. Defendant Jacob J. Lew is the Secretary of the Department of the Treasury. In this capacity, he has responsibility for the operation and management of the Department. Lew is sued in his official capacity only.

10. Defendant Department of the Treasury is an executive agency of the United States government and is responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, taxpayer subsidies for approved health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

11. Defendant Katherine Archuleta is the Director of the Office of Personnel Management. In this capacity, she has responsibility for the operation and management of the Department. Archuleta is sued in her official capacity only.

12. Defendant Office of Personnel Management is an executive agency of the United States government and is responsible for administering the Affordable

Care Act, including contracts for multi-state health insurance plans on state exchanges.

13. Defendant Members of the Board of Directors of Access Health Connecticut are responsible for the operation and management of Access Health Connecticut. The Members of the Board of Directors are sued in their official capacities only.

14. Access Health Connecticut is a quasi-governmental corporate entity created by the legislature of the State of Connecticut as a Health Insurance Marketplace pursuant to and to satisfy the requirements of the Affordable Care Act. Access Health Connecticut is responsible for, *inter alia*, making available qualified health plans to Connecticut residents and certifying the individuals who are exempt from the requirements of the individual mandate.

III. Jurisdiction and Venue

15. This action arises under the Constitution and laws of the United States. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 & 1361 and 1367, jurisdiction to render declaratory and injunctive relief under 28 U.S.C. §§ 2201 & 2202, 42 U.S.C. § 2000bb-1, 5 U.S.C. § 702, and Fed. R. Civ. P. 65, and to award reasonable attorney's fees and costs under the Equal Access to Justice Act, 28 U.S.C. § 2412, and 42 U.S.C. § 1988.

16. Venue lies in this district pursuant to 28 U.S.C. § 1391(e). No real property is involved in this action, and the plaintiffs reside in this district.

IV. Factual Allegations

17. Barth and Abbie Bracy reside in Dayville, Connecticut, with their four minor children. They are both devout Catholics and believe in the sanctity of human life from the point of conception. Barth Bracy is an ordained deacon in their church. Neither the Bracys nor their minor children desire or would use insurance coverage for elective abortion.

18. Barth Bracy is the Executive Director of the Rhode Island State Right to Life Committee, a pro-life organization that advocates for a state, nation, and world in which the innocent lives of the unborn, the disabled, the elderly, and the ill are cherished by citizens and protected by civil law. Bracy frequently testifies before legislative committees, speaks publicly, and writes in defense of unborn children and in support of policies that prevent taxpayer funding of abortion and foster respect for individual conscience.

19. Under Bracy's leadership, the Rhode Island State Right to Life Committee has opposed taxpayer funding for abortion under the Affordable Care Act and has lobbied for protections that would ensure that consumers have the choice of health insurance plans that do not include elective abortion. Bracy has also warned the public about the secrecy provisions in the Affordable Care Act that

prevent disclosure of elective abortion coverage (or non-coverage) in plans on the health insurance exchanges and the amount of separate abortion premiums required as part of such plans.

20. The Bracys also hold a sincere religious belief that they should responsibly steward their resources to provide for their healthcare and that of their children. Further, going without health insurance could have devastating consequences for their family's physical and financial health. Thus, it is essential that they continue to have health insurance.

21. Since the Rhode Island State Right to Life Committee has only a few employees, it is not covered by the Affordable Care Act's employer mandate, and does not provide health insurance to its employees.

22. The Bracys are insured by Anthem BlueCross BlueShield under their Lumenos HSA Plus plan. This plan does not include elective abortion, and their premiums do not pay for others' elective abortions.

23. The Bracys' Anthem BlueCross BlueShield Lumenos HSA Plus plan is not a qualified health plan on Access Health Connecticut, the Connecticut health insurance exchange. It is available off-exchange. The Bracys' monthly premium under this plan has been $494.31 since October 2013. This is an increase of approximately $70 per month, or about 14%, over their premiums from 2012. That

increase was due in substantial part to requirements imposed by the Affordable Care Act.

24. Although the Bracys liked their health plan, they could not keep it because of the Affordable Care Act. On October 25, 2013, Anthem BlueCross BlueShield sent the Bracys a letter informing them that:

> Changes from health care reform (also called the Affordable Care Act or ACA) continue to take effect in 2014. To meet the requirements of the new laws, we will no longer offer or renew your current plan.

A true and correct copy of this letter is attached as Exhibit A.

25. Anthem BlueCross BlueShield informed the Bracys that their current plan would only be in effect until November 30, 2014, at their current rate and that this would satisfy the minimum essential coverage requirement of the Affordable Care Act. Alternatively, they could obtain coverage from Access Health Connecticut between October 1, 2013, and March 31, 2014.

26. Barth Bracy contacted Anthem to explore his options and discovered that the plan most comparable to his current plan on Access Health Connecticut was the Anthem Bronze DirectAccess w/HSA plan. Because of applicable subsidies for which they would be entitled under the Affordable Care Act, Anthem BlueCross BlueShield quoted him a premium of $2.63 per month. Thus, were the Bracys able to purchase a health insurance plan on the Connecticut exchange they

would be eligible for subsidies that would almost completely cover the cost of the plan.

27. Unfortunately, Bracy could not confirm that the Anthem Bronze Direct Access w/HSA plan excluded coverage of elective abortions. In fact, he could not confirm that any plan available through Access Health Connecticut excluded elective abortion. Further, from third party sources he was informed, and thereupon asserts on information and belief, that every plan in Access Health Connecticut includes elective abortion.

28. The Affordable Care Act, as administered and enforced by Defendants, prohibits an insurer from disclosing to individuals seeking to enroll in a health insurance plan whether a plan covers elective abortions or the amount of the separate abortion premium until the point of enrollment. Specifically, it states:

> (3) Rules relating to notice.
>
> (A) Notice. A qualified health plan that provides for coverage of the services described in paragraph (1)(B)(i) [elective abortion] shall provide a notice to enrollees, only as part of the summary of benefits and coverage explanation, at the time of enrollment, of such coverage.
>
> (B) Rules relating to payments. The notice described in subparagraph (A), any advertising used by the issuer with respect to the plan, any information provided by the Exchange, and any other information specified by the Secretary shall provide information *only* with respect to the total amount of the combined payments for services described in paragraph (1)(B)(i) and other services covered by the plan.

29. Barth Bracy was not able to conclusively confirm whether the plan included elective abortion even when he reached the point of enrollment. However, the Bracys have since confirmed from third party sources that this plan includes elective abortion.

30. Other independent investigators, including the Guttmacher Institute (which supports the inclusion of abortion coverage in health insurance exchange plans) have confirmed that there are no known plans on Access Health Connecticut that exclude elective abortion.

31. The Affordable Care Act also requires insurers to collect a separate abortion premium for plans that include elective abortion. 42 U.S.C.A. § 18023(b)(2). This premium is to be used to pay for elective abortions for the enrollees and others covered by that plan.

32. The Act requires that insurers "shall estimate the basic per enrollee, per month cost, determined on an average actuarial basis, for including coverage under a qualified health plan of the services described in paragraph (1)(B)(i) [i.e., elective abortions]." The Act specifies that this separate abortion surcharge must be at least $1 per month. Affordable Care Act § 1303(b)(2)(D)(ii)(III).

33. The Act also mandates that this separate abortion surcharge must be paid entirely from the insured individual's private funds by requiring that "the issuer of the plan shall not use any amount attributable to" either tax credits or

"cost-sharing reductions" for "the purposes of paying for [elective abortion] services." Affordable Care Act, § 1303(b)(2)(A).

34. The Affordable Care Act requires that this surcharge be collected from all individuals insured under any plan that includes elective abortion. There is no opportunity to opt out from paying this fee if one's plan includes elective abortion, nor is there any religious exemption from this requirement. Indeed, the Affordable Care Act forbids a private insurer from permitting an individual to opt out of the separate abortion fee or the inclusion of abortion coverage if such coverage is otherwise included in the plan.

35. Defendants have enacted regulations implementing these requirements. 45 C.F.R. §156.280. Defendants have specifically required that for those plans that include elective abortion, a policy issuer must collect a payment from each enrollee: a fee specifically for the purpose of paying for elective abortions. Policy issuers must collect this separate fee in an "allocation account" that is to be "used exclusively to pay for [elective abortions]." 45 C.F.R. § 156.280(e)(ii)(3).

36. Defendants have also issued regulations directing issuers to estimate the amount of this separate abortion payment that must be collected from each enrollee every month. 45 C.F.R. § 156.280(e)(ii)(4). At least $1 per month, but likely more, must be collected from the insured individuals and allocated to this

separate abortion payment. Defendants have also required the issuers to carefully account for the separate abortion payments to ensure that these separate payments are being used to pay for abortions.

37. However, Defendants have enacted regulations that prohibit disclosure to enrollees or prospective enrollees by either the exchanges or the plan issuers of the amount of the separate abortion payment they must make in order to receive and maintain their coverage. Defendants also prohibit including this information in any advertising about the plans. Instead, the issuers and exchanges may provide "information only with respect to the total amount of the combined payments [for both elective abortion and all other insured services]." 45 C.F.R. § 156.280(f).

38. The Affordable Care Act, as administered by regulations promulgated by Defendants, requires the Bracys to obtain "minimum essential coverage."

39. The Bracys' Anthem BlueCross BlueShield HSA Plus plan has been deemed to satisfy this "minimum essential coverage" requirement only up until November 30, 2014 when it will be terminated because of the Affordable Care Act.

40. Barth Bracy contacted his insurer in April 2014 and confirmed that his plan remains set to be cancelled effective November 30, 2014.

41. On information and belief, the Bracys do not currently qualify for any hardship exemption from the individual mandate.

42. While the Bracys' existing health insurance policy is being cancelled due to the Affordable Care Act, and while their current coverage off of the exchange is expensive due in part to requirements of the Affordable Care Act, and while the subsidies to which they would be entitled in an exchange plan would be very beneficial to their financial well-being, the Bracys can afford to pay for their current off-exchange coverage. They have been forced to continue to do so, despite the cost, because they have no alternative on Access Health Connecticut that would not require them to pay a separate abortion surcharge to be used to pay for others' abortions in violation of their religious conscience.

43. Barth Bracy has investigated off-exchange plans other than his own current plan and has determined that the premiums for those plans would be unaffordable. The cheapest available off-exchange plans available to him in Connecticut would be almost double his current premium. Once his own current plan is cancelled or if the premium for that plan were to rise appreciably as others have because of the Affordable Care Act, the Bracys would be unable to afford an off-exchange health plan even if such a plan did not include abortion coverage and require the Bracys to subsidize others' abortions.

44. Because they do not qualify for a hardship exemption from the mandate, the Bracys would be subject to the individual mandate and must obtain a

qualified health plan for themselves and their four children as required by the Affordable Care Act.

45. If they do not comply with this mandate and obtain a qualified health plan prior to December 1, 2014, the Bracys would be subject to fines of approximately $975 in 2015 and between $1250 and $1500 in subsequent years.

46. Even if the Bracys were eligible for any hardship exemption from the individual mandate, an exemption would only permit them to avoid these fines if they did not have a qualifying health plan. They would still remain without health insurance for their family, coverage they had been able to obtain until requirements of the Affordable Care Act, as administered by Defendants, caused the cancellation of that plan. The consequences of going without health insurance could be catastrophic for their family. They would also continue to remain unable to obtain the substantial subsidies to which they would be entitled for plans available via Access Health Connecticut because they will not abandon their religious convictions and pay the separate abortion premium.

47. The Bracys are thus faced with an untenable choice. They must either (1) forego health insurance for their family in violation of their sincerely held religious belief that they should responsibly steward their resources to provide for their own healthcare and that of their minor children, forego significant subsidies to which they are entitled by law, and pay substantial fines; or (2) violate their

sincerely held religious beliefs concerning the sanctity of human life by paying a separate abortion premium designed specifically to pay for others' abortions.

48. The Bracys would be forced to violate a deeply held religious conviction were they compelled to enroll in a health care plan that covers elective abortion and to pay the separate abortion premium required of enrollees in such a plan to be used expressly and exclusively to pay for elective abortions.

49. As Barth Bracy is a Catholic deacon and leader in the prolife community, enrollment in a health care plan that covers elective abortion and payment of the separate abortion premium required of enrollees in such a plan to be used expressly and exclusively to pay for elective abortions would constitute scandal. This action would undermine his public speech and writing against abortion and specifically against abortion coverage in the health insurance exchanges under the Affordable Care Act.

50. With no option for a health insurance plan available on Access Health Connecticut that would not require them to pay a separate abortion premium to pay for others' abortions, the Bracys were forced to forego the subsidies to which they would be entitled for health insurance plans available on the exchange and instead renewed their off-exchange plan through November 30, 2014.

51. The Affordable Care Act requires the Director of the Office of Personnel Management to enter into contracts for the placement of at least two "multistate" health plans on each exchange. 42 U.S.C. § 18054(a)(1).

52. At least one of these plans contracted by the Director of OPM must not include elective abortion. 42 U.S.C. § 18054(a)(6); 42 U.S.C. § 18053 (b)(1)(B)(i).

53. However, while the penalties for noncompliance with the minimum essential coverage requirement are presently in effect and the Bracys will be subject to them when their plan terminates on November 30, 2014, and while subsidies for plans are currently available on the exchanges, the Director has not ensured that a multistate plan excluding abortion and the abortion surcharge is available on Access Health Connecticut.

54. As a result, while citizens of other states may be able to comply with the minimum essential coverage requirement and obtain the subsidies to which they are entitled, the Bracys cannot.

55. If they are to avoid violating their conscience and make informed decisions about which insurance plan best suits the needs of their family, the Bracys have to know which plans on Access Health Connecticut cover abortion, requiring a separate abortion surcharge to be used to pay for others' abortions, and if future plans do not include abortion, which ones do not. They also have to know

how much of any total monthly premium they would be required to pay on any available plan would be allocated to the separate abortion fee. This information would obviously empower them to make informed decisions about their health insurance options that are consistent with their strongly held beliefs.

56. On information and belief, at least some plan issuers, Access Health Connecticut and at least some of its employees would include this information in advertising and pre-enrollment information about their plans and would provide the above information when asked by prospective enrollees, if they were not prohibited from doing so by the Affordable Care Act as administered and enforced by Defendants.

57. Insurers that do not include elective abortion in their plans have an economic incentive to advertise that their plans do not include elective abortion in order to attract consumers like the Bracys that are seeking such products.

58. Other insurers that do include elective abortion in their plans have an economic incentive to advertise that their plans do include elective abortion in order to attract those customers who are seeking that coverage.

59. Insurers also have an incentive to fully disclose the abortion premium amount so that customers considering their plans can evaluate the amount of the allocation of the abortion surcharge and determine how much of their total

payments are being allocated for premiums for abortion and how much for all other services.

60. Health insurance exchanges and their customer service employees have an incentive to inform customers about which plans include elective abortion, which do not, and how much of the total premium is allocated to the abortion surcharge because they are interested in increasing enrollment and customer satisfaction with their plans. Providing accurate and complete information to customers in order to help them find the most appropriate plan for them assists in accomplishing these goals. Guiding principles of Access Health Connecticut include "An exceptional consumer experience" and "Transparency." http://www.ct.gov/hix/cwp/view.asp?a=4295&Q=506732&PM=1 (last visited April 30, 2014).

61. The Defendants' actions and enforcement of the Affordable Care Act are imposing substantial burdens on Plaintiffs and causing them serious, ongoing hardship.

62. In many other states, Defendants have ensured that health insurance exchanges include plans that do not include elective abortion so that those who object to paying for others' elective abortions do not have to pay a separate abortion fee for that purpose, and can avoid penalties and receive the subsidies for health care plans on the exchange.

63. The Affordable Care Act, as enforced by Defendants, exempts some individuals from the individual mandate entirely and for a variety of reasons, including some persons who object to obtaining insurance coverage for certain sectarian religious reasons. However, because the Bracys are Roman Catholic, they do not qualify for the religious exemption from the individual mandate and, on information and belief, they do not qualify for any other exemption from the individual mandate.

64. Defendants have provided numerous hardship exceptions to the individual mandate for reasons other than religious conscience, but provide no exception to the abortion fee mandate even where, as here, they are aware that Plaintiffs have no choice but to either defy the mandate and violate their conscience by foregoing health insurance for their family or comply with the mandate and violate their conscience by paying a special surcharge whose express and sole purpose is to pay for others' abortions.

65. Defendants' requirement that Plaintiffs pay a separate abortion surcharge in violation of their sincerely held religious beliefs in order to avoid substantial penalties and to be eligible for subsidies otherwise available to them has resulted in injury to Plaintiffs in the amount of approximately $491 per month since December 2013. That injury will continue each month until December 1, 2014. Thereafter, if Plaintiffs do not obtain relief from this Court prior to

November 30, 2014, this injury will increase as Plaintiffs are required to purchase increasingly more expensive health plans apart from Access Health Connecticut or forego health insurance altogether, paying their medical bills entirely out of pocket at significantly higher uninsured rates and being subject to the substantial fines imposed by the Affordable Care Act upon those who do not purchase health insurance.

66. While Plaintiffs' health care plan is scheduled to be terminated effective December 1, 2014, relief from the challenged mandates and actions is necessary prior to this date so that Plaintiffs can evaluate and choose a health care plan that meets their family's needs without sacrificing their constitutional rights.

67. The government-imposed blackout on information concerning Plaintiffs' future health insurance options, a result of Defendants' administration of the Affordable Care Act, impairs their ability to make present and future decisions for their health care.

COUNT I
Religious Freedom Restoration Act

68. Plaintiffs repeat and reallege each of the foregoing allegations in this Complaint.

69. RFRA prohibits the federal government from substantially burdening any individual's exercise of religion, even if that that burden results from a rule of general applicability, unless the government can demonstrate that the burden

furthers a compelling governmental interest and is the least restrictive means of furthering that interest.

70. RFRA applies to all federal law and to the implementation of all federal laws by any branch, department, agency, instrumentality, or official of the United States.

71. The Federal Defendants interpret and apply the Affordable Care Act to require Plaintiffs to pay a separate fee specifically for others' abortions in violation of their religious beliefs.

72. The Federal Defendants interpret and apply the Affordable Care Act to withhold from Plaintiffs valuable government benefits to which they are entitled because Plaintiffs refuse to pay a separate fee to be used exclusively for others' abortions in violation of Plaintiffs' religious beliefs.

73. The Federal Defendants' enforcement of the Affordable Care Act to require Plaintiffs to pay for others' abortions in order to avoid penalties and obtain available valuable government benefits to which they are entitled substantially burdens Plaintiffs' exercise of religion.

74. The Federal Defendants have no compelling governmental interest to require Plaintiffs to pay a separate abortion fee for abortions they will not use in order to avoid substantial penalties and obtain valuable government benefits.

75. The Federal Defendants' application of the Affordable Care Act to require Plaintiffs to pay a separate abortion fee is not the least restrictive means of furthering a compelling governmental interest.

76. By enacting and threatening to enforce this mandate against Plaintiffs, the Federal Defendants have violated RFRA.

77. Plaintiffs have no adequate remedy at law.

78. The Federal Defendants are imposing ongoing and immediate harm on Plaintiffs.

Connecticut Religious Freedom Restoration Act

79. Plaintiffs repeat and reallege each of the foregoing allegations in this Complaint.

80. The Connecticut RFRA prohibits the state government or any instrumentality thereof from substantially burdening any individual's exercise of religion, even if that that burden results from a rule of general applicability, unless the government can demonstrate that the burden furthers a compelling governmental interest and is the least restrictive means of furthering that interest.

81. RFRA applies to all Connecticut law and to the implementation of any law by any branch, department, agency, instrumentality, or subdivision of State, including Access Health Connecticut.

82. The Connecticut Defendants interpret and apply the Affordable Care Act to require Plaintiffs to pay a separate fee specifically for others' abortions in violation of their religious beliefs.

83. The Connecticut Defendants interpret and apply the Affordable Care Act to withhold from Plaintiffs valuable government benefits to which they are entitled because Plaintiffs refuse to pay a separate fee to be used exclusively for others' abortions in violation of Plaintiffs' religious beliefs.

84. The Connecticut Defendants' enforcement of the Affordable Care Act to require Plaintiffs to pay for others' abortions in order to avoid penalties and obtain available valuable government benefits to which they are entitled substantially burdens Plaintiffs' exercise of religion.

85. The Connecticut Defendants have no compelling governmental interest to require Plaintiffs to pay a separate abortion fee for abortions they will not use in order to avoid substantial penalties and obtain valuable government benefits.

86. The Connecticut Defendants' application of the Affordable Care Act to require Plaintiffs to pay a separate abortion fee is not the least restrictive means of furthering a compelling governmental interest.

87. By exposing Plaintiffs to the burdens of this mandate and subjecting them to a choice to violate their religious convictions by paying for others'

abortions in order to avoid government imposed penalties and receive government benefits to which they are entitled or violate their religious beliefs by foregoing health insurance for their family and still be subject to government penalties and the denial of benefits to which they are entitled, the Connecticut Defendants have violated the Connecticut RFRA.

88. Plaintiffs have no adequate remedy at law.

89. The Connecticut Defendants are imposing ongoing and immediate harm on Plaintiffs.

COUNT III
Free Exercise Clause of the First Amendment

90. Plaintiffs repeat and reallege each of the foregoing allegations in this Complaint.

91. The Free Exercise Clause of the First Amendment prohibits the government from substantially burdening any individual's exercise of religion.

92. Defendants interpret and apply the Affordable Care Act to require Plaintiffs to pay for others' abortions in violation of their religious beliefs.

93. Defendants interpret and apply the Affordable Care Act to withhold from Plaintiffs valuable government benefits to which they are entitled because Plaintiffs refuse to pay a separate fee to be used exclusively for others' abortions in violation of Plaintiffs' religious beliefs.

94. Defendants' enforcement of the Affordable Care Act to require Plaintiffs to pay for others' abortions in order to avoid penalties and obtain available valuable government benefits substantially burdens Plaintiffs' exercise of religion.

95. The individual mandate is not a neutral law of general applicability, because it has myriad exemptions for financial or other reasons while denying any religious conscience exception even in the circumstance where an individual does not have the choice of a plan that does not require a separate additional fee to be exclusively used to pay for others' abortions in violation of his religious beliefs.

96. The Defendants have no compelling governmental interest to require Plaintiffs to pay a separate abortion fee for abortions they will not use in order to avoid substantial penalties and obtain valuable government benefits.

97. Defendants' enforcement of the Affordable Care Act to require Plaintiffs to pay a separate abortion fee in violation of their religious beliefs in order to avoid government fines and to receive valuable benefits implicates constitutional rights in addition to the free exercise of religion, including the right of free speech.

98. Defendants' enforcement of the Affordable Care Act against Plaintiffs is not narrowly tailored to further a compelling governmental interest.

99. By enacting and threatening to enforce this mandate against Plaintiffs, Defendants have violated Plaintiffs' rights under the Free Exercise Clause of the First Amendment.

100. Plaintiffs have no adequate remedy at law.

101. Defendants are imposing ongoing and immediate harm on Plaintiffs.

COUNT IV
Free Speech Clause of the First Amendment – Right to Receive Information

102. Plaintiffs repeat and reallege each of the foregoing allegations in this Complaint.

103. The First Amendment protects citizens' right to receive information and prohibits the government from denying citizens the opportunity to hear information they desire from willing speakers.

104. Defendants expressly forbid plan issuers or health insurance exchanges from advertising whether plans include abortion or informing prospective enrollees or enrollees of this important information prior to actual enrollment in the plan, and forbid any issuer from informing enrollees how much of their monthly payment is allocated to a separate abortion premium and used exclusively to pay for others' abortions.

105. On information and belief, at least some issuers and/or Access Health Connecticut employees would provide this information to enrollees in advertising and other pre-enrollment information and would inform enrollees of the amount of

their monthly premium allocated to pay for others' abortions if they were permitted to do so.

106. The Defendants' prohibition of advertising or pre-enrollment information about abortion coverage by issuers and exchanges and their prohibition on disclosing the portion of the premiums specifically allocated to pay for abortions furthers no compelling or even legitimate governmental interest.

107. The Defendants' prohibition on disclosure of truthful information about abortion coverage and fees in exchange plans is not narrowly tailored to further a compelling governmental interest, nor is it reasonably related to any legitimate government interest.

108. Plaintiffs have no adequate remedy at law.

109. Defendants are imposing an immediate and ongoing harm on Plaintiffs.

WHEREFORE, Plaintiffs respectfully pray that this Court:

1. Enter a declaratory judgment that the application of the individual mandate and the abortion premium requirement to Plaintiffs violates Plaintiffs' rights under RFRA.

2. Enter a declaratory judgment that the application of the individual mandate and the abortion premium requirement to Plaintiffs violates Plaintiffs' rights under the Connecticut RFRA.

3. Enter a declaratory judgment that the application of the individual mandate and the abortion premium requirement to Plaintiffs violates Plaintiffs' rights under the First Amendment.

4. Enter a declaratory judgment that the Defendants' prohibition on the disclosure of truthful information about abortion coverage and the amount of the separate abortion fees collected and allocated to pay for abortions violates the First Amendment.

5. Enter preliminary and permanent injunctive relief prohibiting Defendants from imposing the individual mandate to penalize Plaintiffs for their failure to obtain a qualified health plan.

6. Enter preliminary and permanent injunctive relief prohibiting Defendants from withholding subsidies for health plans otherwise available to Plaintiffs on the basis that Plaintiffs will not pay the separate abortion fee.

7. Enter preliminary and permanent injunctive relief prohibiting Defendants from enforcing any requirements forbidding issuers and exchange employees from providing truthful and accurate information concerning abortion coverage and the amount of any abortion premium allocated to pay for abortions.

8. Award Plaintiffs' attorneys and experts fees and costs under 42 U.S.C. § 1988 and 28 U.S.C. § 2412; and

9. Award all other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury for all issues so triable.

***Attorneys for Plaintiffs*:**

/s/ Michael J. DePrimo

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*Admission *pro hac vice* pending

VERIFICATION OF VERIFIED COMPLAINT
PURSUANT TO 28 U.S.C. § 1746

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on April 30, 2014

Barth Bracy

Abbie Bracy