

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

HASTINGS AUTOMOTIVE, INC., a  
Minnesota corporation, HASTINGS  
CHRYSLER CENTER, INC., a Minnesota  
corporation; and DOUGLAS W.  
ERICKSON, a Minnesota resident,

Plaintiffs,

vs.

KATHLEEN SEBELIUS, in her official  
capacity as Secretary of the United States  
Department of Health and Human Service;  
UNITED STATES DEPARTMENT OF  
HEALTH AND HUMAN SERVICES;  
THOMAS PEREZ, in his official capacity  
as Secretary of the United States  
Department of Labor; UNITED STATES  
DEPARTMENT OF LABOR; JACOB  
LEW, in his official capacity as Secretary of  
the United States Department of the  
Treasury; and UNITED STATES  
DEPARTMENT OF THE TREASURY,

Defendants.

Case No.: 0:14-cv-00265 PAM-JJG

**PLAINTIFFS' RENEWED**  
**MOTION FOR PRELIMINARY**  
**INJUNCTION**

Pursuant to Rule 65 of the Federal Rules of Procedure, Plaintiffs Douglas W. Erickson, Hastings Automotive, Inc., and Hastings Chrysler Center, Inc., by and through their undersigned counsel, move the Court for a preliminary injunction in the form proposed in the accompanying proposed order based upon the grounds set forth herein.

On March 7, 2014, Plaintiffs filed Plaintiffs' Motion for Preliminary Injunction and Stay." (See Docket No. 21.) One week later, on March 14, 2014, Defendants filed their, "Notice of Non-Opposition to Plaintiffs' Motion for Preliminary Injunction and

Stay of Proceedings.” (See Docket No. 26.) On March 19, 2014, this Court entered an Order granting the Plaintiffs’ motion to stay proceedings, while denying, without prejudice, their motion for preliminary injunction. (See Docket No. 27.) The Court denied the requested injunctive relief due to mootness because, as the Court rightly observed, Defendants had agreed, “not to take action” during the pendency of the appeals of *Sebelius v. Hobby Lobby Stores, Inc.*, No. 13-354 and *Conestoga Wood Specialties Corp. v. Sebelius*, No. 13-356. (See Docket No. 27.)

Thereafter, Plaintiffs provided a copy of this Court’s Order to its health insurance provider, PreferredOne, asking that it recognize the Court’s Order as binding upon them and withhold the objectionable coverage from the Plaintiffs’ health insurance plan during the period of the stay. (See Ex. 1 attached to Affidavit of Jeremiah G. Dys in Support of Plaintiffs’ Renewed Motion for Preliminary Injunction.) Over the course of several weeks, counsel for Plaintiffs and officials with the Plaintiffs’ health insurance provider exchanged numerous phone calls and email. (See ¶ 3 of the attached Affidavit of Jeremiah G. Dys in Support of Plaintiffs’ Renewed Motion for Preliminary Injunction.) Despite appeals to the Plaintiffs’ health insurance provider referencing this Court’s Order and Defendants’ voluntary pledge to refrain from enforcement, Plaintiffs have been unable to secure the removal of the mandated abortifacients from their plan. (See ¶ 4 of the attached Affidavit of Jeremiah G. Dys in Support of Plaintiffs’ Renewed Motion for Preliminary Injunction.) A copy of the final decision by Plaintiffs’ health insurance carrier is provided herewith. (See Ex. 2 attached to the Affidavit of Jeremiah H. Dys in Support of Plaintiffs’ Renewed Motion for Preliminary Injunction.)

Absent specific injunctive relief, Plaintiffs have been and will continue to be injured by being forced to fund abortion-inducing medications in violation of their sincerely held religious beliefs.

Plaintiffs are without relief or recourse. In good faith, Plaintiffs sought to persuade their health insurance provider to abide by the assurances of Defendants, as well as the Order of this Court. Yet, despite their best efforts, Plaintiffs are in the same position as they were on the day their Complaint was filed. Absent specific injunctive relief, Plaintiffs will continue to be harmed and their First Amendment rights burdened.

In the event that this Renewed Motion is opposed, Plaintiffs will submit a memorandum of law and arguments of counsel in support of this Renewed Motion.

WHEREFORE, Plaintiffs respectfully RENEW their MOTION FOR PRELIMINARY INJUNCTION and MOVE the Court for a preliminary injunction against the enforcement of 42 U.S.C. § 300gg-13(a)(4) (the “Mandate”) and its implementing regulations, published at 76 Fed. Reg. 46621-46626 (August 3, 2011) (interim final rules) and 77 Fed. Reg. 8725-8730 (Feb. 15, 2012) (final rules), against Plaintiffs, and against any health insurance issuer when offering any group health insurance coverage to Plaintiffs without coverage for “[a]ll Food and Drug Administration approved contraceptive methods, sterilization procedures, and patient education and counseling for all women with reproductive capacity.” *See* HRSA, Women’s Preventive Services: Required Health Plan Coverage Guidelines, *available at* <http://www.hrsa.gov/womensguidelines/> (August 1, 2011).

May 27, 2014

LIBERTY INSTITUTE

By: s/ Meghann F. Kantke  
Kathryn M. Nash (MN Bar No. 0312496)  
Meghann F. Kantke (MN Bar No. 0391270)  
Volunteer Attorneys, Liberty Institute  
80 South Eighth Street, Suite 500  
Minneapolis, MN 55402  
Telephone: (612) 632-3000  
Facsimile: (612) 632-4444  
kathryn.m.nash@gmail.com  
mekantke@gmail.com

Jeff Mateer, (TX Bar No.: 13185320)  
General Counsel, Liberty Institute  
Jeremiah G. Dys (W. Va Bar No.: 9998)  
Senior Counsel, Liberty Institute  
2001 Plano Parkway, Suite 1600  
Plano, TX 75075  
jmateer@libertyinstitute.org  
jdys@libertyinstitute.org

**ATTORNEYS FOR PLAINTIFFS**