IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

WILLIS & WILLIS PLC (also known as "WILLIS LAW")
491 West South Street
Kalamazoo, Michigan 49007-4620

MICHAEL J. WILLIS, Owner of Willis & Willis PLC
491 West South Street
Kalamazoo, Michigan 49007-4620

SHAUN PATRICK WILLIS, Owner of Willis & Willis PLC
491 West South Street
Kalamazoo, Michigan 49007-4620

Plaintiffs,

-v.-

KATHLEEN SEBELIUS, in her official capacity as Secretary of the United States Department of Health and Human Services
200 Independence Avenue, SW
Washington, DC 20201

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
200 Independence Avenue, SW
Washington, DC 20201

JACK LEW, in his official capacity as the Secretary of the United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, DC 20220

UNITED STATES DEPARTMENT OF THE TREASURY
1500 Pennsylvania Avenue, NW
Washington, DC 20220

SETH D. HARRIS, in his official capacity as the Acting Secretary of the United States Department of Labor
200 Constitution Avenue, NW
Washington, DC 20210

COMPLAINT

UNITED STATES DEPARTMENT OF LABOR
200 Constitution Avenue, NW
Washington, DC 20210

Defendant.

Now come Plaintiffs Willis & Willis PLC also known as Willis Law (hereinafter "Willis Law") and Michael J. Willis and Shaun Patrick Willis (collectively "Plaintiffs"), by and through undersigned counsel, and bring this Complaint against the above-named Defendants, their employees, agents, and successors in office, and in support thereof state the following upon information and belief:

NATURE OF THE ACTION

1. This is a case about religious freedom. Thomas Jefferson, a Founding Father of our country, principal author of the Declaration of Independence, and our third president, when describing the construct of our Constitution proclaimed, "No provision in our Constitution ought to be dearer to man than *that which protects the rights of conscience* against the enterprises of the civil authority." Letter from Thomas Jefferson, United States Office of the President, to the Soc'y of the Methodist Episcopal Church at New London, Conn. (Feb. 4, 1809) *cited in People v. Dejonge*, 442 Mich. 266, 278 (1993) (emphasis added).

2. This is a challenge to regulations ostensibly issued under the "Patient Protection and Affordable Care Act" (Pub. L. 111-148, March 23, 2010, 124 Stat. 119) and the "Health Care and Education Reconciliation Act" (Pub. L. 111-152, March 30, 2010, 124 Stat. 1029) (collectively known and hereinafter referred to as the "Affordable Care Act") that force individuals to violate their deepest held religious beliefs.

3. One of the provisions of the Affordable Care Act mandates that health plans "provide coverage for and shall not impose any cost sharing requirements for . . . with respect to women, such additional preventive care and screenings . . . as provided for in comprehensive guidelines supported by the Health Resources and Services Administration" and directs the Secretary of the United States Department of Health and Human Services to determine what would constitute "preventative care" under the mandate. 42 U.S.C § 300gg–13(a)(4).

4. Without notice of rulemaking or opportunity for public comment, the United States Department of Health and Human Services, the United States Department of Labor, and the United States Department of Treasury adopted the Institute of Medicine ("IOM") recommendations in full and promulgated an interim final rule ("the Mandate"), which requires that all "group health plan[s] and . . . health insurance issuer[s] offering group or individual health insurance coverage" provide all FDA-approved contraceptive methods and procedures. 76 Fed. Reg. 46621 (published Aug. 3, 2011); 45 C.F.R. § 147.130.

5. The Mandate requires all insurance issuers (e.g. Blue Cross/Blue Shield of Michigan) to provide abortion and abortifacients in all of its insurance plans, group and individual.

6. Health Resources and Services Administration also issued guidelines adopting the IOM recommendations. (http://www.hrsa.gov/womensguidelines).

7. Under the IOM guidelines, the Mandate requires *all* insurance insurers to provide abortion, because certain drugs and devices such as the "morning-after pill," "Plan B," and "ella" come within the Mandate's and Health Resources and Services Administration's definition of "Food and Drug Administration-approved contraceptive methods" despite their known abortifacient mechanisms of action.

8. The Mandate forces employers and individuals to violate their religious beliefs because it requires employers and individuals to pay for insurance from insurance issuers which fund and directly provide for drugs, devices, and services which violate their deeply held religious beliefs.

9. Since under the Mandate all insurance issuers must provide what the United States Department of Health and Human Services has deemed "preventative care," employers and individuals are stripped of any choice between insurance issuers or insurance plans to avoid violating their religious beliefs.

10. The United States Department of Health and Human Services in an unprecedented despoiling of religious rights forces religious employers and individuals, who believe that funding and providing for abortion and abortifacients is wrong, to participate in acts that violate their beliefs and their conscience—and are forced out of the health insurance market in its entirety in order to comply with their religious beliefs.

11. Plaintiffs seek a Preliminary Injunction and Permanent Injunction, enjoining Defendants from implementing and enforcing provisions of the regulations promulgated under the Affordable Care Act, specifically the Mandate. The Mandate violates Plaintiffs' rights to the free exercise of religion and the freedom of speech under the First Amendment to the United States Constitution, the Religious Freedom Restoration Act, and the Administrative Procedure Act.

12. Plaintiffs also seek a Declaratory Judgment that the regulations promulgated under the Affordable Care Act, specifically the Mandate, violate Plaintiffs' rights to the free exercise of religion and the freedom of speech under the First Amendment to the United States Constitution, the Religious Freedom Restoration Act, and the Administrative Procedure Act.

13. The Affordable Care Act's abortion and abortifacient mandate violates the rights of Plaintiffs Willis Law and its owners, Michael and Shaun Patrick Willis.

14. Plaintiffs Michael and Shaun Patrick Willis are the only members of Plaintiff Willis Law, and they manage the firm.

15. Plaintiffs employ 15 full-time employees and 1 part-time employee and are forced under the Mandate to conduct business in a manner that violates their religious faith by providing and funding abortion and abortifacients, which violates deeply held religious beliefs.

16. Plaintiffs bring this action to vindicate not only their own rights, but also to protect the rights of all Americans who care about our Constitutional guarantees of free exercise of religion and their freedom of speech, as well as *the protection of innocent human life*.

JURISDICTION AND VENUE

17. This action in which the United States is a defendant arises under the Constitution and laws of the United States. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. §§ 1331 and 1346.

18. Plaintiffs' claims for declaratory and preliminary and permanent injunctive relief are authorized by 28 U.S.C. §§ 2201 and 2202, by Rules 57 and 65 of the Federal Rules of Civil Procedure, by 42 U.S.C. § 2000bb-1, and by the general legal and equitable powers of this Court.

19. Venue is proper under 28 U.S.C. § 1391(e) because this is the judicial district in which Defendants reside and the substantial part of the acts giving rise to Plaintiffs' claims occurred.

PLAINTIFFS

20. Plaintiff Willis Law is organized as a professional limited liability company under the laws of the State of Michigan.

21. Plaintiff Willis Law is registered at 491 W. South St., Kalamazoo, MI 49007.

22. Plaintiff Willis Law is treated as a partnership for income tax purposes.

23. Plaintiff Willis Law is a legal services firm, formed by a mission of Christian service.

24. Willis Law and its founders, Plaintiffs Michael and Shaun Patrick Willis, dedicate their practice to God, the Lord Jesus Christ, and the memory of the founders' fallen brother, Marine Corporal Christopher Kelly Willis.

25. In acting out their Christian faith, Willis Law formed and operates the Christian Legal Aid of Southwest Michigan, a Michigan nonprofit corporation which provides pro bono legal services to homeless persons at the Kalamazoo Gospel Mission, a clinic in which Willis Law attorneys participate in furtherance of its published goal that all of its attorneys "tithe" at least 10% of their time each year to pro bono, civic or community services.

26. Willis Law is listed in the Michigan Bar's Pro Bono Circle of Excellence, and Michael J. Willis is the recipient of the Florida Bar's President Pro Bono Service Award for the out-of-state circuit (2009).

27. Willis Law operates the Corporal Christopher Kelly Willis Foundation at its business site, providing its staff, most of its board, and its additional resources to fulfill the Foundation's mission to provide *Great Rewards for Great Warriors* via its campaign to provide college scholarships to children whose United States military parent has been killed or permanently disabled in a combat zone.

28. Corporal Christopher Kelly Willis, Plaintiffs Michael and Shaun Patrick Willis' brother, served in the United State Marine Corp on the front lines, fighting in Operation Iraqi Freedom.

29. The Corporal Christopher Kelly Willis Foundation, founded by Plaintiffs Michael and Shaun Patrick Willis, honors the brave individuals of our armed forces who fight for our country, our constitution, and our religious freedom. The foundation reminds children that their parents, who gave their lives in battle defending the freedoms of our country, are American heroes that did not die in vain.

30. Willis Law has annually been selected to the list of one of West Michigan's 101 Best and Brightest Companies to Work For by the Michigan Business and Professional Association, and in 2009 it was selected by Michigan Lawyer's Weekly as a 21st Century Innovator for its value-based compensation system.

31. Plaintiff Willis Law employs 15 full-time employees.

32. Plaintiffs Michael and Shaun Patrick Willis, the owners and sole managers of Plaintiff Willis Law, are individuals and citizens of the State of Michigan and the United States.

33. Plaintiffs Michael and Shaun Patrick Willis both own fifty-percent of Plaintiff Willis Law. There are no other owners or members.

34. Plaintiffs Michael and Shaun Patrick Willis retain full control over Plaintiff Willis Law and make all of the decisions for the operation and direction of Plaintiff Willis Law.

35. Plaintiffs Michael and Shaun Patrick Willis are Pro-life.

36. Plaintiffs Michael and Shaun Patrick Willis devote a significant portion of their lives to Christian philanthropic causes, including board services at a Catholic college, a Christian school association, a Catholic grade school and a Christian ministry.

37. Plaintiff Michael J. Willis is a Catholic Christian and follows the teachings of the Catholic faith as defined by the Magisterium (teaching authority) of the Catholic Church.

38. Plaintiff Shaun Patrick Willis is a Protestant Christian and follows the teachings of the Christian faith.

39. Plaintiffs Michael and Shaun Patrick Willis are guided by their religious beliefs.

40. Plaintiffs Michael and Shaun Patrick Willis hold religious beliefs that prevent them from participating in, paying for, training others to engage in, or otherwise supporting abortion and abortifacients.

41. Plaintiffs Michael and Shaun Patrick Willis follow the tenets of the Christian faith in their business practices.

42. Plaintiff Willis Law directly funds and supports the following faith based organizations: Kalamazoo Right to Life, Alternatives Pregnancy Care Center, Kalamazoo Gospel Mission, Youth for Christ, Young Life Kalamazoo, Kalamazoo Christian School Association, Holy Cross College, Faith Christian Church Campus Ministry, Jericho Foundation, Kalamazoo Loaves n Fishes, Vineyard Outreach Ministry, Catholic Family Services, Tree of Life School, Heritage Christian Academy, Gracespring Church, New Community Church, Bethany Christian Services, Allentown Rescue Mission, Vineyard Academy, and Christian Legal Aid of Southwest Michigan.

43. Kalamazoo Right to Life is a nonpartisan, nonsectarian, nonprofit organization of diverse and caring people united to protect the precious gift of human life from fertilization to natural death. Plaintiff Willis Law's donations to Kalamazoo Right to Life support the sanctity of life from the moment of conception and promote pro-life education and legislation.

44. Alternatives Pregnancy Care Center provides information regarding alternatives to abortion and emergency contraception. The center never advises, provides, or refers for abortion or abortifacients.

45. The mission of Alternatives Pregnancy Care Center is to promote the value of human life by serving the unborn and their families through the love of Jesus Christ. Alternatives Pregnancy Care Center is committed to providing their client with complete and accurate information about prenatal development, abortion, abstinence, and the sanctity of human life. Alternatives Pregnancy Care Center is also committed to helping women carry their pregnancy to term by providing physical, emotional, and spiritual support and assistance. These resources help women face the future with hope and plan constructively for themselves and their babies.

46. Alternatives Pregnancy Care Center is an outreach ministry of the church and is committed to presenting the Gospel of Jesus Christ to women seeking assistance with unplanned pregnancies, as He is the only True answer to each of our needs.

47. Plaintiff Willis Law also directly funds and supports the following charitable organizations: Corporal Christopher Kelly Willis Foundation, Wounded Warrior Project, Sea to Sea Cycling to End Poverty, Greg Jennings Foundation, Junior Achievement, Ministry with Community, St. Jude Children's Research Hospital, Big Brothers/Big Sisters, Make a Wish, Pretty Lake Vacation Camp, Cuff and Ladder Fund, Hospice Care, Operation Gratitude, Habitat for Humanity, Toys for Tots, Community Homeworks Kalamazoo, Wright for Kids Foundation, Alamo Township Patriots Foundation, Hospital Hospitality House, India Rural Evangelical Fellowship, and United Service Organization.

48. Prior to the issuance of the Mandate, Plaintiffs engineered an insurance policy with Blue Cross/Blue Shield of Michigan which specifically excluded contraception, abortion and abortifacients, and exempted Plaintiffs from paying, contributing, or supporting contraception and abortion for others.

49. Plaintiffs obtained these exclusions due to their deeply held religious beliefs.

50. Before issuance of the Mandate, Plaintiffs' employees received insurance under this engineered insurance policy with Blue Cross/Blue Shield of Michigan which specifically excluded contraception, abortion, and abortifacients, and exempted Plaintiffs from paying, contributing, or supporting contraception and abortion for others.

51. Plaintiffs Michael and Shaun Patrick Willis are the final decision makers when it comes to setting all policies governing the conduct of all phases of business of Willis Law.

52. Plaintiffs Michael and Shaun Patrick Willis and their company Plaintiff Willis Law ensured that their insurance policy contained these exclusions to reflect their deeply held religious beliefs.

53. Based on the teachings of the Christian faith and their deeply held religious beliefs, Plaintiffs do not believe that abortion is properly understood to constitute medicine, health care, or a means of providing for the well being of persons. Indeed, *Plaintiffs believe abortion to involve gravely immoral practices, specifically the intentional destruction of innocent human life*.

DEFENDANTS

54. Defendants are appointed officials of the United States government and United States governmental agencies responsible for issuing the Mandate.

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

56. Defendant HHS is an executive agency of the United States government and is responsible for the promulgation, administration, and enforcement of the regulation which is the subject of this lawsuit.

57. Defendant Hilda Solis is the Secretary of the United States Department of Labor. In this capacity, she holds responsibility for the operation and management of the United States Department of Labor. Defendant Solis is sued in her official capacity only.

58. Defendant United States Department of Labor is an executive agency of the United States government and is responsible for the promulgation, administration, and enforcement of the regulation which is the subject of this lawsuit.

59. Defendant Timothy Geithner is the Secretary of the United States Department of the Treasury. In this capacity, he holds responsibility for the operation and management of the United States Department of Treasury. Defendant Geithner is sued in his official capacity only.

60. Defendant United States Department of Treasury is an executive agency of the United States government and is responsible for the promulgation, administration, and enforcement of the regulation which is the subject of this lawsuit.

FACTUAL ALLEGATIONS

Plaintiffs' Religious Beliefs

61. Plaintiffs hold and actively profess religious beliefs in accordance with the traditional Christian teachings on the sanctity of life. Plaintiffs believe that each human being bears the image and likeness of God, and therefore that all human life is sacred and precious, from the moment of conception. Plaintiffs therefore believe that abortion ends a human life and is a grave sin.

62. Furthermore, Plaintiffs subscribe to or agree with Catholic teaching about the proper nature and aims of health care and medical treatment. For instance, Plaintiffs believe, in

accordance with Pope John Paul II's 1995 encyclical *Evangelium Vitae*, that "'[c]ausing death' can never be considered a form of medical treatment," but rather "runs completely counter to the health-care profession, which is meant to be an impassioned and unflinching affirmation of life."

63. Recently, several leaders within the Catholic Church and Protestant churches have publicly spoken out about how the Mandate is a direct violation of Catholic Faith.

64. Cardinal Timothy Dolan, Archbishop of New York and President of the United States Conference of Catholic Bishops wrote, "Since January 20 [2012], when the final, restrictive HHS Rule was first announced, we have become certain of two things: *religious freedom* is under attack, and we will not cease our struggle to protect it. We recall the words of our Holy Father Benedict XVI to our brother bishops on their recent *ad limina* visit: 'Of particular concern are certain attempts being made to limit that most cherished of American freedoms, the freedom of religion.' . . . We have made it clear in no uncertain terms to the government that we are not at peace with its invasive attempt to curtail the *religious freedom* we cherish as Catholics and Americans." (http://www.usccb.org., March 2, 2012).

65. Archbishop Charles J. Chaput, the Archbishop of Philadelphia, has expressed that the Affordable Care Act and the Mandate seek "to coerce Catholic employers, private and corporate, to violate their religious convictions . . . [t]he HHS mandate, including its latest variant, is belligerent, unnecessary, and deeply offensive to the content of Catholic belief . . . The HHS mandate needs to be rescinded. In reality, no similarly aggressive attack on religious freedom in our country has occurred in recent memory . . . [t]he HHS mandate is bad law; and not merely bad, but dangerous and insulting. It needs to be withdrawn—now." (http://the-american-catholic.com/2012/02/14/archbishop-chaput-hhs-mandate-dangerous-and-insulting/, Feb. 14, 2012).

66. Several Protestant leaders have also described how the mandate violates the Protestant faith. For example, Michael Milton, chancellor and CEO-elect of Reformed Theological Seminary in Charlotte, N.C., one of America's largest Protestant seminaries, declared, "This is not a Catholic issue only. It is not a contraception issue. It is a religious-liberty issue. It is an American issue." (http://www.ncregister.com/daily-news/religious-leaders-of-other-denominations-and-faiths-weigh-in-on-hhs-mandate, last visited July 1, 2013).

Plaintiffs Willis Law and Michael and Shaun Patrick Willis, Owners of Willis Law

67. Plaintiff Willis Law is a for-profit company.

68. Plaintiff Michael and Shaun Patrick Willis and Plaintiff Willis Law share a common mission of conducting their business operations with integrity and in compliance with the teachings, mission, and values of the Christian faith.

69. Plaintiffs Michael and Shaun Patrick Willis and Plaintiff Willis Law purchase group insurance through insurance issuer Blue Cross/Blue Shield of Michigan and provide this insurance to their employees.

70. Plaintiff Michael and Shaun Patrick Willis and Plaintiff Willis Law strive to provide their employees with employee health coverage superior to coverage generally available in the Michigan market in order to be a competitive employer.

71. Plaintiff Michael and Shaun Patrick Willis and Plaintiff Willis Law specifically designed a health insurance plan with Blue Cross/Blue Shield of Michigan to exclude contraception, abortion, and abortifacients in line with the religious beliefs of the Christian faith.

72. Moreover, as a part of his religious commitment to the authoritative teachings of the Catholic Church, Plaintiff Michael Willis invests his personal retirement funds only in stocks and mutual funds that avoid any funding for or industry in the abortion practice.

73. Plaintiffs Michael and Shaun Patrick Willis and Plaintiff Willis Law cannot provide, fund, or participate in health care insurance which covers abortion or abortifacients, or related education and counseling, without violating their deeply held religious beliefs.

74. Plaintiffs Michael and Shaun Patrick Willis and Plaintiff Willis Law cannot provide information or guidance to their employees regarding abortion, abortifacients or related education and counseling, without violating their deeply held religious beliefs.

75. With full knowledge of these aforementioned beliefs, Defendants issued an administrative rule ("the Mandate") that runs roughshod over Plaintiffs' religious beliefs, and the beliefs of millions of other Americans.

76. The Mandate not only forces Plaintiffs to finance abortion, and related education and counseling as health care, but also subverts the expression of Plaintiffs' religious beliefs, and the beliefs of millions of other Americans, by forcing Plaintiffs to fund, promote, and assist others to acquire services which Plaintiffs believe involve gravely immoral practices, including the destruction of innocent human life.

77. The Mandate unconstitutionally coerces Plaintiffs to violate their deeply-held religious beliefs under threat of directly violating their consciences, in addition to any imposed fines and penalties. The Mandate also forces Plaintiffs to fund government-dictated speech that is directly at odds with their own speech and religious beliefs. Being entirely forced out of the insurance market in order to ensure the privilege of practicing one's religion or controlling one's own speech substantially burdens Plaintiffs' religious liberty and freedom of speech under the First Amendment.

78. The Mandate strips the Plaintiffs of any choice to select an insurance plan that does not cover and finance abortion and abortifacients, as the Mandate requires that all insurance issuers provide this coverage.

79. Plaintiffs' plan is not considered "grandfathered" and will be subject to the provisions of the Mandate.

80. Blue Cross/Blue Shield of Michigan deemed that due to the Mandate, Plaintiffs are no longer allowed to exclude contraception, abortion and abortifacients from their insurance plans—and are now being forced to provide and pay for these services which violate their religious beliefs.

81. Plaintiffs intend to conduct their business in a manner that does not violate the principles of their religious faith.

82. Complying with the Mandate requires a direct violation of the Plaintiffs' religious beliefs because it would require Plaintiffs to pay for and assist others in paying for or obtaining abortion, because certain drugs and devices such as the "morning-after pill," "Plan B," and "ella" come within the Mandate's and Health Resources and Services Administration's definition of "Food and Drug Administration-approved contraceptive methods" despite their known abortifacient mechanisms of action.

83. Defendants' refusal to accommodate the conscience of the Plaintiffs, and of other Americans who share the Plaintiffs' religious views, is highly selective. Numerous exemptions exist in the Affordable Care Act which appear arbitrary and were granted to employers who purchase group insurance. This evidences that Defendants do not mandate that all insurance plans need to cover "preventative services" (e.g. the thousands of waivers from the Affordable

Care Act issued by Defendants for group insurance based upon the commercial convenience of large corporations, the age of the insurance plan, or the size of the employer).

84. Despite granting waivers upon a seemingly arbitrary basis, no exemption exists for an employer or individual whose religious conscience instructs him that certain mandated services are unethical, immoral, and volatile to one's religious beliefs. Defendants' plan fails to give the same level of weight or accommodation to the exercise of one's fundamental First Amendment freedoms that it assigns to the yearly earnings of a corporation.

85. The Defendants' actions violate Plaintiffs' right to freedom of religion, as secured by the First Amendment to the United States Constitution and civil rights statutes, including the Religious Freedom Restoration Act (RFRA).

86. The Defendants' actions also violate Plaintiffs' right to the freedom of speech, as secured by the First Amendment to the United States Constitution.

87. Furthermore, the Mandate is also illegal because it was imposed by Defendants without prior notice or sufficient time for public comment, and otherwise violates the Administrative Procedure Act, 5 U.S.C. § 553.

88. Had Plaintiffs' religious beliefs, or the beliefs of the millions of other Americans who share Plaintiffs' religious beliefs been obscure or unknown, the Defendants' actions might have been an accident. But because the Defendants acted with full knowledge of those beliefs, and because they arbitrarily exempt some plans for a wide range of reasons other than religious conviction, the Mandate can be interpreted as nothing other than a deliberate attack by the Defendants on Christianity, the religious beliefs held by Plaintiffs and the similar religious beliefs held by millions of other Americans. The Defendants have, in sum, intentionally used government power to force individuals to believe in, support, and endorse the mandated services

manifestly contrary to their own religious convictions, and then to act on that coerced belief, support, or endorsement. Plaintiffs seek declaratory and injunctive relief to protect against this attack.

The Affordable Care Act

89. In March 2010, Congress passed, and President Obama signed into law, the "Patient Protection and Affordable Care Act" (Pub. L. 111-148, March 23, 2010, 124 Stat. 119) and the "Health Care and Education Reconciliation Act" (Pub. L. 111-152, March 30, 2010, 124 Stat. 1029) (referred to in this complaint as the "Affordable Care Act").

90. The Affordable Care Act regulates the national health insurance market by directly regulating "group health plans" and "health insurance issuers."

91. The Affordable Care Act does not apply equally to all insurers.

92. The Affordable Care Act does not apply equally to all individuals.

93. Plaintiff Willis Law employs 15 full-time employees.

94. Plaintiff Willis Law constitutes a "single employer" for purposes of the Affordable Care Act as defined at 42 U.S.C. § 18024(b)(4)(A).

95. Plaintiff Willis Law, as well as Plaintiff Michael and Shaun Patrick Willis as the owner and director of Willis Law must provide federal government-approved health insurance under the Affordable Care Act or provide no health insurance at all to its employees.

96. Employers with fewer than 50 employees who purchase insurance for their employees from health insurance issuers are subject to the Affordable Care Act. 42 USC § 300GG-13 (a)(1),(4).

97. Certain provisions of the Affordable Care Act do not apply equally to members of certain religious groups. *See, e.g.,* 26 U.S.C. § 5000A(d)(2)(A)(i) and (ii) (individual mandate

does not apply to members of "recognized religious sect or division" that conscientiously objects to acceptance of public or private insurance funds); 26 U.S.C. § 5000A(d)(2)(B)(ii) (individual mandate does not apply to members of "health care sharing ministry" that meets certain criteria).

98. Plaintiffs do not qualify for an individual exemption under 26 U.S.C. § 5000A(d)(2)(A)(i) and (ii) as Plaintiffs do not object to acceptance of public or private insurance funds in their totality and currently employ health insurance benefits that, prior to the Mandate, excluded contraceptives, abortion and abortifacients.

99. The Affordable Care Act's preventive care requirements do not apply to employers who provide so-called "grandfathered" health care plans.

100. Employers who follow HHS guidelines may continue to use grandfathered plans indefinitely.

101. Plaintiffs' current insurance plans do not qualify as "grandfathered" health care plans, and are considered "non-grandfathered."

102. Furthermore, Plaintiffs do not qualify for the "religious employer" exemption contained in 45 CFR § 147.130 (a)(1)(A) and (B).

103. There have been changes made to Plaintiffs' plan after March 23, 2010, and participants have never been notified of a "grandfathered" status.

104. Furthermore Plaintiffs are not eligible for "grandfathered" status under the Affordable Care Act and are subject to the requirements of the Affordable Care Act and the Health and Human Services Mandate because: (1) the health care plan does not include the required "disclosure of grandfather status" statement; (2) Plaintiffs do not take the position that its health care plan is a grandfathered plan and thus does not maintain the records necessary to verify, explain, or clarify its status as a grandfathered plan nor will it make such records

available for examination upon request; and (3) the health care plan has an increase in a percentage cost-sharing requirement measured from March 23, 2010. *See* 42 U.S.C. § 18011(a)(2); 26 C.F.R. § 54.9815-1251T; 29 C.F.R. § 2590.715-1251; 45 C.F.R. §147.140.

105. Since the Plaintiffs do not qualify for the "religious employer" exemption, they are not permitted to take advantage of the "temporary safe-harbor" as set forth by the Defendants at 77 Fed. Register 8725 (Feb. 15, 2012).

106. Plaintiffs are thus subjected to the Mandate now and are confronted with choosing between complying with its requirements in violation of their religious beliefs or violating federal law.

107. Plaintiff Willis Law and Plaintiff Michael and Shaun Patrick Willis must choose between complying with the requirements of the Affordable Care Act in violation of their religious beliefs by providing insurance that mandates abortions or terminating its insurance plan, which would have a crippling impact on their ability to survive economically.

108. Plaintiffs are collectively confronted with complying with the requirements of the Affordable Care Act in violation of their religious beliefs or removing themselves and employees from the health insurance market in its entirety—endangering the health and economic stability of their employees and forcing Plaintiff Willis Law to be non-competitive as employers in a market where other, non-Christian employers will be able to provide insurance to their employees under the Affordable Care Act without violating their religious beliefs.

109. The Affordable Care Act is not generally applicable because it provides for numerous exemptions from its rules.

110. The Affordable Care Act is not neutral because some groups, both secular and religious, enjoy exemptions from the law, while certain religious groups do not. Some groups,

both secular and religious, have received waivers from complying with the provisions of the Affordable Care Act, while others—such as the Plaintiffs—have not.

111. The Affordable Care Act creates a system of individualized exemptions.

112. The United States Department of Health and Human Services has the authority under the Affordable Care Act to grant compliance waivers ("HHS waivers") to employers and other health insurance plan issuers.

113. HHS waivers release employers and other plan issuers from complying with the provisions of the Affordable Care Act.

114. HHS decides whether to grant waivers based on individualized waiver requests from particular employers and other health insurance plan issuers.

115. Upon information and belief, more than a thousand HHS waivers have been granted.

The "Preventive Care" Mandate

116. A provision of the Affordable Care Act mandates that health plans "provide coverage for and shall not impose any cost sharing requirements for . . . with respect to women, such additional preventive care and screenings . . . as provided for in comprehensive guidelines supported by the Health Resources and Services Administration" and directs the Secretary of United States Department of Health and Human Services to determine what would constitute "preventative care" under the mandate. 42 U.S.C § 300gg–13(a)(4).

117. On July 19, 2010, HHS, along with the United States Department of Treasury and the United States Department of Labor, published an interim final rule under the Affordable Care Act. 75 Fed. Reg. 41726 (2010). The interim final rule required providers of group health insurance to cover preventive care for women as provided in guidelines to be published by the Health Resources and Services Administration at a later date. 75 Fed. Reg. 41759 (2010).

118. On February 15, 2012, the United States Department of Health and Human Services promulgated a mandate that group health plans include coverage for all Food and Drug Administration-approved contraceptive methods and procedures, patient education, and counseling for all women with reproductive capacity in plan years beginning on or after August 1, 2012 (hereafter, "the Mandate"). *See* 45 CFR § 147.130 (a)(1)(iv), as confirmed at 77 Fed. Register 8725 (Feb. 15, 2012), adopting and quoting Health Resources and Services Administration (HRSA) Guidelines, (http://www.hrsa.gov/womensguidelines).

119. The Mandate was enacted pursuant to statutory authority under the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, 124 Stat. 119, as amended by the Health Care and Education Act of 2010, Pub. L. No. 111-152, 124 Stat. 1029 (ACA). 77 Fed. Reg. 31, 8725 ("Affordable Care Act").

120. In its ruling, HHS included all FDA-approved contraceptives under the banner of preventive services, including contraception, abortion, and abortifacients such as the "morning-after pill," "Plan B," and "ella," a close cousin of the abortion pill RU-486. (http://www.hrsa.gov/womensguidelines).

121. The Mandate's reach seeks to control the decisions of employers, individuals and also the decisions of *all* insurance issuers (i.e. "Blue Cross/Blue Shield of Michigan," etc.). 42 USC § 300gg-13 (a)(1),(4). ("A group health plan and a health insurance issuer offering group or individual health insurance coverage shall, at a minimum provide coverage for and shall not impose any cost sharing requirements for evidence-based items or services that have in effect a rating of 'A' or 'B' in the current recommendations of the United States Preventive Services Task Force; . . . with respect to women, such additional preventive care and screenings not

described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration for purposes of this paragraph.").

122. *All* insurance issuers are mandated to include contraception, sterilization, abortion, and abortifacients such as the "morning-after pill," "Plan B," and "ella" in *all* of its group *and* individual plans, not specifically exempted, beginning as of August 1, 2012 and effective on the anniversary of the employer's plan year.

123. Individuals and employers, regardless of the number of employees they employ, are forced to select an insurance plan which includes what HHS deemed "preventative care."

124. All individuals and employers are now stripped of their choice not to pay for the "preventative care," regardless of whether paying for such "services" violates one's conscience or deeply held religious beliefs.

125. Health insurance issuers include insurance companies such as Blue Cross/Blue Shield of Michigan, which is the insurance issuer used by Plaintiffs.

126. The Mandate reaches even further than the Affordable Care Act to eliminate all employers and individuals from selecting a health insurance plan in which the insurance issuers do not automatically provide contraception, abortion, and abortifacients.

127. Prior to promulgating the Mandate, HHS accepted public comments to the 2010 interim final regulations from July 19, 2010 to September 17, 2010. Upon information and belief, a large number of groups filed comments, warning of the potential conscience implications of requiring religious individuals and groups to pay for certain kinds of services, including contraception, abortion, and abortifacients.

128. HHS directed a private health policy organization, the Institute of Medicine ("IOM"), to suggest a list of recommended guidelines describing which drugs, procedures, and

services should be covered by all health plans as preventative care for women. (http://www.hrsa.gov/womensguidelines).

129. In developing its guidelines, IOM invited a select number of groups to make presentations on the preventive care that should be mandated by all health plans. These were the Guttmacher Institute, the American Congress of Obstetricians and Gynecologists (ACOG), John Santelli, the National Women's Law Center, National Women's Health Network, Planned Parenthood Federation of America and Sara Rosenbaum. (http://www.nap.edu/openbook.php?record_id=13181&PAGE=217).

130. No religious groups or other groups that oppose government-mandated coverage of contraception, abortion, and related education and counseling were among the invited presenters.

131. One year after the first interim final rule was published, on July 19, 2011, the IOM published its recommendations. It recommended that the preventative services include "All Food and Drug Administration approved contraceptive methods." (Institute of Medicine, Clinical Preventive Services for Women: Closing the Gaps (July 19, 2011)).

132. Preventative services therefore include FDA-approved contraceptive methods such as birth-control pills; prescription contraceptive devices, including IUDs; Plan B, also known as the "morning-after pill"; and ulipristal, also known as "ella" or the "week-after pill"; and other drugs, devices, and procedures.

133. Plan B and "ella" can prevent the implantation of a human embryo in the wall of the uterus and can cause the death of an embryo. The use of artificial means to prevent the implantation of a human embryo in the wall of the uterus or to cause the death of an embryo each

constitute an "abortion" as that term is used in federal law and Catholic teaching. Consequently, Plan B and "ella" are abortifacients.

134. Thirteen days later, on August 1, 2011, without notice of rulemaking or opportunity for public comment, HHS, the United States Department of Labor, and the United States Department of Treasury adopted the IOM recommendations in full and promulgated an interim final rule ("the Mandate"), which requires that all "group health plan[s] and . . . health insurance issuer[s] offering group or individual health insurance coverage" provide all FDA-approved contraceptive methods and procedures. 76 Fed. Reg. 46621 (published Aug. 3, 2011); 45 C.F.R. § 147.130. Health Resources and Services Administration issued guidelines adopting the IOM recommendations. (http://www.hrsa.gov/womensguidelines).

135. The Mandate also requires group health care plans and insurance issuers to provide education and counseling for all women beneficiaries with reproductive capacity.

136. The Mandate went into effect immediately as an "interim final rule."

137. HHS did not take into account the concerns of religious organizations in the comments submitted before the Mandate was issued.

138. Instead the Mandate was unresponsive to the concerns stated in the comments submitted by religious organizations.

139. When it issued the Mandate, HHS requested comments from the public by September 30th and indicated that comments would be available online.

140. Upon information and belief, over 100,000 comments were submitted against the Mandate.

141. On October 5, 2011, six days after the comment period ended, Defendant Sebelius gave a speech at a fundraiser for NARAL Pro-Choice America. She told the assembled crowd

that "we are in a war." She did not state whom she and NARAL Pro-Choice America were warring against.

142. During a Congressional hearing on April 26, 2012, Defendant Sebelius admitted that she is totally unfamiliar with the United States Supreme Court religious freedom cases.

143. Defendant Sebelius showed little concern for the constitutional issues involved in promulgating the Mandate. At the aforementioned congressional hearing, she admitted that prior to issuing the Mandate she did not review any written materials or any sort of legal memo from her general counsel discussing the effects of the Mandate on religious freedom.

144. The Mandate fails to take into account the statutory and constitutional conscience rights of religious business owners and for profit companies that exercise business practices in compliance with certain faith practices, such as Plaintiff Michael and Shaun Patrick Willis's company Plaintiff Willis Law, a subject of comment.

145. The Mandate requires that Plaintiffs assist, provide, or fund coverage for abortion, abortifacients, and related education and counseling against its conscience in a manner that is contrary to law.

146. The Mandate constitutes government-imposed pressure and coercion on Plaintiffs to change or violate their religious beliefs.

147. The Mandate exposes Plaintiffs, as individuals and as employers, to substantial fines.

148. As an employer with less than 50 full-time employees if Plaintiffs provide insurance which conforms to their religious beliefs but not to the mandate, Plaintiffs face penalties of $100 a day per employee.

149. Under the United States Internal Revenue Code, 26 U.S.C. § 4980D(a), there is a tax imposed on any failure of a group plan to meet the requirements of Chapter 100 (relating to group plan requirements). Under 26 U.S.C. § 4980D(b), the amount of the tax is $100 for each day in the non-compliance period with respect to each individual to whom such failure relates. This tax penalty would generally be: 15 employees x 365 days per year x $100 each day = $547,500 per year tax.

150. The Mandate imposes a burden on Plaintiffs' employee recruitment and retention efforts by creating uncertainty as to whether Plaintiffs will continue to offer health insurance.

151. The Mandate places Plaintiffs at a competitive disadvantage in their efforts to recruit and retain employees.

152. Furthermore, as Christians, their religious beliefs and the principle of stewardship require that Plaintiffs Michael and Shaun Patrick Willis care for their employees by providing insurance coverage for them and their families.

153. The Mandate forces Plaintiffs to provide, fund, or approve and assist its employees and members in purchasing abortifacient drugs in violation of Plaintiffs' religious beliefs that doing so is gravely immoral and equivalent to assisting another to destroy innocent human life.

154. Plaintiffs have a sincere religious objection to providing coverage for emergency contraceptive drugs such as Plan B and "ella" since they believe those drugs could prevent a human embryo, which they understand to include a fertilized egg before it implants in the uterus, from implanting in the wall of the uterus, causing the death of a person.

155. Plaintiffs consider the prevention by artificial means of the implantation of a human embryo to be an abortion.

156. Plaintiffs believe that Plan B and "ella" can cause the death of the embryo, which is a person.

157. Plan B can prevent the implantation of a human embryo in the wall of the uterus.

158. "Ella" can prevent the implantation of a human embryo in the wall of the uterus.

159. Plan B and "ella" can cause the death of the embryo.

160. The use of artificial means to prevent the implantation of a human embryo in the wall of the uterus constitutes an "abortion" as that term is used in federal law.

161. The use of artificial means to cause the death of a human embryo constitutes an "abortion" as that term is used in federal law.

162. The Mandate forces Plaintiffs to provide emergency contraception, including Plan B and "ella," free of charge, regardless of the ability of insured persons to obtain these drugs from other sources.

163. The Mandate forces Plaintiffs to fund education and counseling concerning abortion that directly conflicts with Plaintiffs' religious beliefs and teachings.

164. Plaintiffs could not cease in providing its employees with health insurance coverage without violating its religious duty to provide for the health and well-being of its employees and their families. Indeed, Willis Law's most valuable staff employee, Pamela Goheen, was able to extend her life after being diagnosed with Stage 4 cancer due Willis Law's health plan (and Pam's will to live), a battle which was sadly recently lost, but only after an extension of life well beyond medical opinions. Additionally, employees would be unable to attain similar coverage in the market as it now exists.

165. The Mandate forces Plaintiffs to choose between violating their religious beliefs, incurring substantial fines, or terminating their employee or individual health insurance coverage.

166. Providing counseling and education about abortion directly undermines and subverts the explicit messages and speech of Plaintiffs.

167. Group health plans and insurance issuers have been subject to the Mandate as of August 1, 2012.

168. Plaintiffs' plan year begins on January 1 of each year, and has been subject to the Mandate as of January 1, 2013.

169. Plaintiffs have already had to devote significant institutional resources, including both staff time and funds, to determine how to respond to the Mandate, and Plaintiffs anticipate continuing to make such expenditures of time and money.

The Narrow and Discretionary Religious Exemption and Exemption for Non-profit Corporations

170. The Mandate indicates that the Health Resources and Services Administration ("HRSA") "may" grant religious exemptions to certain religious employers. 45 C.F.R. § 147.130(a)(iv)(A).

171. The Mandate allows HRSA to grant exemptions for "religious employers" who "meet [ ] all of the following criteria: (1) The inculcation of religious values is the purpose of the organization. (2) The organization primarily employs persons who share the religious tenets of the organization. (3) The organization serves primarily persons who share the religious tenets of the organization. (4) The organization is a *nonprofit* organization as described in section 6033(a)(1) and section 6033(a)(3)(A)(i) or (iii) of the Internal Revenue Code of 1986, as amended." 45 C.F.R. § 147.130(a)(iv)(B).

172. The Mandate imposes no constraint on HRSA's discretion to grant exemptions to some, all, or none of the organizations meeting the Mandate's definition of "religious employers."

173. HHS stated that it based the exemption on comments on the 2010 interim final rule. 76 Fed. Reg. 46621.

174. Defendants also have made an accommodation for non-profit corporations who do not fit within the narrow definition of a religious employer, but oppose providing insurance coverage for contraceptives, abortifacients, and abortion. (http://www.ofr.gov/OFRUpload/OFRData/2013-15866_PI.pdf, last visited July 9, 2013).

175. There is *no* exemption for a *for-profit* company.

176. Plaintiffs are subject to the Mandate despite the existence of exemptions to the Mandate as none of the exemptions apply to Plaintiffs.

177. On January 20, 2012, Defendant Sebelius announced that there would be no change to the religious exemption. She added that "[n]onprofit employers who, based on religious beliefs, do not currently provide contraceptive coverage in their insurance plan, will be provided an additional year, until August 1, 2013, to comply with the new law," on the condition that those employers certify they qualify for the extension. At the same time, however, Sebelius announced that HHS "intend[s] to require employers that do not offer coverage of contraceptive services to provide notice to employees, which will also state that contraceptive services are available at sites such as community health centers, public clinics, and hospitals with income-based support." *See* Statement by U.S. Department of Health and Human Services Secretary Kathleen Sebelius, (http://www.hhs.gov/news/press/2012pres/01/20120120a.html). To date,

Defendant HHS has not released any official rule implementing either the one-year extension or the additional forced-speech requirement that applies to either Plaintiff.

178. Plaintiffs are currently subject to the Mandate, despite the fact that Plaintiffs will violate the teachings of their religious beliefs and the teachings of their Christian faith by directly providing, funding, and/or allowing its members to engage in disseminating information and guidance about where to obtain abortion, or abortifacient services.

CLAIMS

COUNT I
Violation of the First Amendment to the United States Constitution
Free Exercise Clause

179. Plaintiffs incorporate by reference all preceding paragraphs.

180. Plaintiffs' sincerely held religious beliefs prohibit it from providing coverage for abortifacients and abortion, or related education and counseling. Plaintiffs' compliance with these beliefs is a religious exercise.

181. Neither the Affordable Care Act nor the Mandate is neutral.

182. Neither the Affordable Care Act nor the Mandate is generally applicable.

183. Defendants have created categorical exemptions and individualized exemptions to the Mandate.

184. The Mandate furthers no compelling governmental interest.

185. The Mandate is not the least restrictive means of furthering Defendants' stated interests.

186. The Mandate creates government-imposed coercive pressure on Plaintiffs to change or violate their religious beliefs.

187. The Mandate chills Plaintiffs' religious exercise.

188. The Mandate exposes Plaintiffs to substantial competitive disadvantages, in that it will no longer be permitted to offer health insurance.

189. The Mandate exposes Plaintiffs to substantial fines for their religious exercise.

190. The Mandate exposes Plaintiffs to monetary and health risks as they will no longer be able to accept health insurance, nor be able to purchase or provide health care insurance without violating their religious beliefs.

191. The Mandate imposes a substantial burden on Plaintiffs' religious exercise.

192. The Mandate is not narrowly tailored to any compelling governmental interest.

193. The Mandate and Defendants' threatened enforcement of the Mandate violate Plaintiffs' rights secured to them by the Free Exercise Clause of the First Amendment to the United States Constitution.

194. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT II
Violation of the First Amendment to the United States Constitution
Free Exercise Clause

195. Plaintiffs incorporate by reference all preceding paragraphs.

196. Plaintiffs' sincerely held religious beliefs prohibit them from purchasing or providing coverage for abortifacients, abortion, or related education and counseling. Plaintiffs' compliance with these beliefs is a religious exercise.

197. Despite being informed in detail of these beliefs beforehand, Defendants designed the Mandate and the religious exemption to the Mandate in a way that made it impossible for Plaintiffs to comply with their religious beliefs.

198. Defendants promulgated both the Mandate and the religious exemption to the Mandate in order to suppress the religious exercise of Plaintiffs and others.

199. The Mandate and Defendants' threatened enforcement of the Mandate thus violate Plaintiffs' rights secured to them by the Free Exercise Clause of the First Amendment of the United States Constitution.

200. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT III
Violation of the First Amendment to the United States Constitution
Free Exercise Clause

201. Plaintiffs incorporate by reference all preceding paragraphs.

202. By design, Defendants imposed the Mandate on some religious organizations or religious individuals but not on others, resulting in discrimination among religions.

203. The Mandate vests HRSA with unbridled discretion in deciding whether to allow exemptions to some, all, or no organizations meeting the definition of "religious employers."

204. The Mandate vests HRSA with unbridled discretion in deciding whether to allow exemptions to some, all, or no religious individuals.

205. The Mandate and Defendants' threatened enforcement of the Mandate thus violate Plaintiffs' rights secured to it by the Free Exercise Clause of the First Amendment of the United States Constitution.

206. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT IV
Violation of the First Amendment to the United States Constitution
Establishment Clause

207. Plaintiffs incorporate by reference all preceding paragraphs.

208. By design, defendants imposed the Mandate on some religious organizations but not on others, resulting in a selective burden on Plaintiffs.

209. Defendants also imposed the Mandate on some religious individuals and religious organizations but not on others, resulting in a selective burden on Plaintiffs.

210. The Mandate vests HRSA with unbridled discretion in deciding whether to allow exemptions to some, all, or no organizations meeting the definition of "religious employers."

211. The Mandate also vests HRSA with unbridled discretion in deciding whether to allow exemptions to some, all, or no individuals.

212. The Mandate and Defendants' threatened enforcement of the Mandate therefore violates Plaintiffs' rights secured to it by the Establishment Clause of the First Amendment to the United States Constitution.

213. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT V
Violation of the First Amendment to the United States Constitution
Freedom of Speech

214. Plaintiffs incorporate by reference all preceding paragraphs.

215. Plaintiffs profess, educate, lecture, and engage in outreach amongst the community that abortion, and abortifacients violate their religious beliefs.

216. The Mandate would compel Plaintiffs to provide or subsidize activities that Plaintiffs profess, educate, lecture, and engage in outreach amongst the community are violations of the Plaintiffs' religious beliefs.

217. The Mandate would compel Plaintiffs to fund and to provide education and counseling related to abortion and abortifacients.

218. Defendants' actions thus violate Plaintiffs' right to be free from compelled speech as secured to it by the First Amendment of the United States Constitution.

219. The Mandate's compelled speech requirement is not narrowly tailored to a compelling governmental interest.

220. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT VI
Violation of the First Amendment to the United States Constitution
Expressive Association

221. Plaintiffs incorporate by reference all preceding paragraphs.

222. Plaintiffs profess, educate, and engage in outreach amongst the community that abortion and abortifacients violate their religious beliefs.

223. The Mandate would compel Plaintiffs to subsidize activities that Plaintiffs profess, educate, and engage in outreach in the community are violations of Plaintiffs' religious beliefs.

224. The Mandate would compel Plaintiffs to fund and to provide education and counseling related to abortion and abortifacients.

225. Defendants' actions thus violate Plaintiffs' right of expressive association as secured to it by the First Amendment of the United States Constitution.

226. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT VII
Violation of the First Amendment to the United States Constitution
Free Exercise Clause and Freedom of Speech

227. Plaintiffs incorporate by reference all preceding paragraphs.

228. By stating that HRSA "may" grant an exemption to certain religious groups, the Mandate vests HRSA with unbridled discretion over which organizations or individuals can have its First Amendment interests accommodated.

229. The Mandate furthermore seems to have completely failed to address the constitutional and statutory implications of the Mandate on for-profit employers such as Plaintiff Willis Law and Plaintiffs Michael and Shaun Patrick Willis. As such, Plaintiff Willis Law and Plaintiffs Michael and Shaun Patrick Willis are subject to the unbridled discretion of HRSA to determine whether such companies would be exempt or are wholly left without relief from the Mandate.

230. Defendants' actions violate Plaintiffs' right not to be subjected to a system of unbridled discretion when engaging in speech or when engaging in religious exercise, as secured to it by the First Amendment of the United States Constitution.

231. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT VIII
Violation of the Religious Freedom Restoration Act

232. Plaintiffs incorporate by reference all preceding paragraphs.

233. Plaintiffs' sincerely held religious beliefs prohibit it from providing or purchasing coverage for abortion, abortifacients, or related education and counseling. Plaintiffs' compliance with these beliefs is a religious exercise.

234. The Mandate creates government-imposed coercive pressure on Plaintiffs to change or violate their religious beliefs.

235. The Mandate chills Plaintiffs' religious exercise.

236. The Mandate exposes Plaintiffs to substantial fines for their religious exercise.

237. The Mandate exposes Plaintiffs to substantial competitive disadvantages, in that it will no longer be permitted to offer or purchase health insurance.

238. The Mandate imposes a substantial burden on Plaintiffs' religious exercise.

239. The Mandate furthers no compelling governmental interest.

240. The Mandate is not narrowly tailored to any compelling governmental interest.

241. The Mandate is not the least restrictive means of furthering Defendants' stated interests.

242. The Mandate and Defendants' threatened enforcement of the Mandate violate Plaintiffs' rights secured to it by the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb et seq.

243. Absent injunctive and declaratory relief against the Defendants, Plaintiffs have been and will continue to be harmed.

COUNT IX
Violation of the Administrative Procedure Act

244. Plaintiffs incorporate by reference all preceding paragraphs.

245. Defendants' stated reasons that public comments were unnecessary, impractical, and opposed to the public interest are false and insufficient, and do not constitute "good cause."

246. Without proper notice and opportunity for public comment, Defendants were unable to take into account the full implications of the regulations by completing a meaningful "consideration of the relevant matter presented." Defendants did not consider or respond to the voluminous comments they received in opposition to the interim final rule.

247. Therefore, Defendants have taken agency action not in observance with procedures required by law, and Plaintiffs are entitled to relief pursuant to 5 U.S.C. § 706(2)(D).

248. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT X
Violation of the Administrative Procedure Act

249. Plaintiffs incorporate by reference all preceding paragraphs.

250. In promulgating the Mandate, Defendants failed to consider the constitutional and statutory implications of the mandate on Plaintiffs and similar organizations, companies, and individuals.

251. Defendants' explanation for its decision not to exempt Plaintiffs and similar companies and religious individuals from the Mandate runs counter to the evidence submitted by religious organizations during the comment period.

252. Thus, Defendants' issuance of the interim final rule was arbitrary and capricious within the meaning of 5 U.S.C. § 706(2)(A) because the rules fail to consider the full extent of their implications and they do not take into consideration the evidence against them.

253. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT XI
Violation of the Administrative Procedure Act

254. Plaintiffs incorporate by reference all preceding paragraphs.

255. The Mandate is contrary to the provisions of the Weldon Amendment of the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009, Public Law 110 329, Div. A, Sec. 101, 122 Stat. 3574, 3575 (September 30, 2008).

256. The Weldon Amendment provides that "[n]one of the funds made available in this Act [making appropriations for Defendants United States Department of Labor and United States Department of Health and Human Services] may be made available to a Federal agency or program . . . if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions."

257. The Mandate requires issuers, employers, and individuals, including Plaintiffs, to provide and purchase coverage of all Federal Drug Administration-approved contraceptives.

258. Some FDA-approved contraceptives cause abortions.

259. As set forth above, the Mandate violates RFRA and the First Amendment.

260. Under 5 U.S.C. § 706(2)(A), the Mandate is contrary to existing law, and is in violation of the Administrative Procedure Act.

261. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

COUNT XII
Violation of the Administrative Procedure Act

262. Plaintiffs incorporate by reference all preceding paragraphs.

263. The Mandate is contrary to the provisions of the Affordable Care Act.

264. Section 1303(a)(1)(A)(i) of the Affordable Care Act states that "nothing in this title"—i.e., title I of the Act, which includes the provision dealing with "preventive services"—"shall be construed to require a qualified health plan to provide coverage of [abortion] services . . . as part of its essential health benefits for any plan year."

265. Section 1303 further states that it is "the issuer" of a plan that "shall determine whether or not the plan provides coverage" of abortion services.

266. Under the Affordable Care Act, Defendants do not have the authority to decide whether a plan covers abortion; only the issuer does.

267. However, the Mandate requires all issuers, including Plaintiffs and Plaintiffs' insurance issuer Blue Cross/Blue Shield of Michigan, to provide coverage of all Federal Drug Administration-approved contraceptives.

268. Some FDA-approved contraceptives cause abortions.

269. Under 5 U.S.C. § 706(2)(A), the Mandate is contrary to existing law, and is in violation of the Administrative Procedure Act.

270. Absent injunctive and declaratory relief against the Mandate, Plaintiffs have been and will continue to be harmed.

PRAYER FOR RELIEF

Wherefore, Plaintiffs request that the Court:

a. Declare that the Mandate and Defendants' enforcement of the Mandate against Plaintiffs violates the First Amendment to the United States Constitution;

b. Declare that the Mandate and Defendants' enforcement of the Mandate against Plaintiffs violates the Religious Freedom Restoration Act;

c. Declare that the Mandate was issued in violation of the Administrative Procedure Act;

d. Issue both a preliminary and a permanent injunction prohibiting and enjoining Defendants from enforcing the Mandate against Plaintiffs and other religious individuals, employers, and companies that object to funding and providing insurance coverage for abortion, abortifacients, and related education and counseling;

e. Award Plaintiffs the costs of this action and reasonable attorney's fees; and

f. Award such other and further relief as it deems equitable and just.

Respectfully submitted,

THOMAS MORE LAW CENTER

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Counsel for Plaintiffs

CIVIL COVER SHEET

JS-44 (Rev. 3/13 DC)

I. (a) PLAINTIFFS	DEFENDANTS
Willis & Willis PLC (also known as "Willis Law"), Michael J. Willis, and Shaun Patrick Willis	Kathleen Sebelius, U.S. Dep't of Health & Human Services, Jack Lew, U.S. Dep't of the Treasury, Seth D. Harris, U.S. Dep't of Labor
(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF 88888 (EXCEPT IN U.S. PLAINTIFF CASES)	COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Thomas More Law Center, Erin Mersino, 24 Frank Lloyd Wright Drive, Suite 393, Ann Arbor, MI 48106, #(734) 827-2001	ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY)

- ○ 1 U.S. Government Plaintiff
- ○ 3 Federal Question (U.S. Government Not a Party)
- ◉ 2 U.S. Government Defendant
- ○ 4 Diversity (Indicate Citizenship of Parties in item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) **FOR DIVERSITY CASES ONLY!**

	PTF	DFT		PTF	DFT
Citizen of this State	○ 1	○ 1	Incorporated or Principal Place of Business in This State	○ 4	○ 4
Citizen of Another State	○ 2	○ 2	Incorporated and Principal Place of Business in Another State	○ 5	○ 5
Citizen or Subject of a Foreign Country	○ 3	○ 3	Foreign Nation	○ 6	○ 6

IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

○ A. *Antitrust*

- ☐ 410 Antitrust

○ B. *Personal Injury/ Malpractice*

- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Medical Malpractice
- ☐ 365 Product Liability
- ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Product Liability

○ C. *Administrative Agency Review*

- ☐ 151 Medicare Act

Social Security
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

Other Statutes
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 890 Other Statutory Actions (If Administrative Agency is Involved)

○ D. *Temporary Restraining Order/Preliminary Injunction*

Any nature of suit from any category may be selected for this category of case assignment.

(If Antitrust, then A governs)

○ E. *General Civil (Other)* OR **○ F. *Pro Se General Civil***

Real Property
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent, Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

Personal Property
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

Bankruptcy
- ☐ 422 Appeal 27 USC 158
- ☐ 423 Withdrawal 28 USC 157

Prisoner Petitions
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Conditions
- ☐ 560 Civil Detainee – Conditions of Confinement

Property Rights
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

Federal Tax Suits
- ☐ 870 Taxes (US plaintiff or defendant)
- ☐ 871 IRS-Third Party 26 USC 7609

Forfeiture/Penalty
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

Other Statutes
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 430 Banks & Banking
- ☐ 450 Commerce/ICC Rates/etc.
- ☐ 460 Deportation
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions
- ☐ 470 Racketeer Influenced & Corrupt Organization

- ☐ 480 Consumer Credit
- ☐ 490 Cable/Satellite TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes
- ☐ 890 Other Statutory Actions (if not administrative agency review or Privacy Act)

○ G. *Habeas Corpus/ 2255* ☐ 530 Habeas Corpus – General ☐ 510 Motion/Vacate Sentence ☐ 463 Habeas Corpus – Alien Detainee	○ H. *Employment Discrimination* ☐ 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) *(If pro se, select this deck)*	○ I. *FOIA/Privacy Act* ☐ 895 Freedom of Information Act ☐ 890 Other Statutory Actions (if Privacy Act) *(If pro se, select this deck)*	○ J. *Student Loan* ☐ 152 Recovery of Defaulted Student Loan (excluding veterans)
○ K. *Labor/ERISA (non-employment)* ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Mgmt. Relations ☐ 740 Labor Railway Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Empl. Ret. Inc. Security Act	● L. *Other Civil Rights (non-employment)* ☐ 441 Voting (if not Voting Rights Act) ☐ 443 Housing/Accommodations ☒ 440 Other Civil Rights ☐ 445 Americans w/Disabilities – Employment ☐ 446 Americans w/Disabilities – Other ☐ 448 Education	○ M. *Contract* ☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholder's Suits ☐ 190 Other Contracts ☐ 195 Contract Product Liability ☐ 196 Franchise	○ N. *Three-Judge Court* ☐ 441 Civil Rights – Voting (if Voting Rights Act)

V. ORIGIN

◉ 1 Original Proceeding ○ 2 Remand from State Court ○ 3 Remanded from Appellate Court ○ 4 Reinstated or Reopened ○ 5 Transferred from another district (specify) ○ 6 Multi-district Litigation ○ 7 Appeal to District Judge from Mag. Judge

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

First Amendment, 42 U.S.C. sec. 2000bb, 5 U.S.C. sec. 706; challenge to contraceptive services mandate of PPAC

VII. REQUESTED IN COMPLAINT CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND $ JURY DEMAND: Check YES only if demanded in complaint YES ☐ NO ☒

VIII. RELATED CASE(S) IF ANY (See instruction) YES ☐ NO ☒ If yes, please complete related case form

DATE: July 23, 2013 SIGNATURE OF ATTORNEY OF RECORD Eric Mirone

INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.

III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.

IV. CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.

VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.

VIII. RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Kathleen Sebelius
Department of Health and Human Services
200 Independence Avenue, SW
Washington, DC 20201

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Office of the General Counsel
Department of Health and Human Services
200 Independence Avenue, SW
Room 713F
Washington, DC 20201

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Jack Lew
Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, DC 20220

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, DC 20220

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Seth D. Harris
Department of Labor
200 Constitution Ave., NW
Washington, DC 20210

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Department of Labor
200 Constitution Ave., NW]
Room N 2427
Washington, DC 20210

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Eric Holder, Office of the Attorney General, Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Columbia

WILLIS & WILLIS PLC (also known as "WILLIS LAW"), et al.

Plaintiff(s)

v.

KATHLEEN SEBELIUS, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Ronald C. Machen, Jr.
U.S. Attorney for the District of Columbia
555 4th Street, NW
Washington, DC 20530

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Erin Elizabeth Mersino (D.C. Court Bar No. MI 0060)
24 Frank Lloyd Wright Drive
P.O. Box 393
Ann Arbor, Michigan 48106
Tel (734) 827-2001
emersino@thomasmore.org

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

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❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset