

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

**BRAIDWOOD MANAGEMENT INC.
et al.,**

Plaintiffs,

v.

ROBERT F. KENNEDY JR., et al.

Defendants.

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Civil Action No. 4:20-cv-00283-O

ORDER AND FINAL JUDGMENT

Before the Court is plaintiff's unopposed Motion for Entry of a Final Judgment (ECF No. 152). Finding good cause and noting the Motion and contents of the final judgment are unopposed, the Court **GRANTS** the Motion. Accordingly, the Court issues a Final Judgment pursuant to Fed. R. Civ. P. 58(a).

It is **ORDERED, ADJUDGED, and DECREED** that:

1) All claims of Joel Miller and Gregory Scheideman in the above-entitled and numbered cause are hereby **DISMISSED without prejudice** for lack of subject-matter jurisdiction.

2) The Advisory Committee on Immunization Practices (ACIP) and the Health Resources and Services Administration (HRSA) do not, on the record in this case, violate Article II's Appointments clause. Therefore, Braidwood Management Inc., Kelley Orthodontics, John Kelley, Joel Starnes, Zach Maxwell, and Ashley Maxwell's (remaining Plaintiffs) Claim No. 1 as it pertains to ACIP and HRSA is **DISMISSED with prejudice** to the re-filing of same or any part thereof.

3) The plaintiffs' Appointments Clause challenges to the recommendations of the U.S. Preventive Services Task Force's (PSTF) are **DISMISSED with prejudice** on the authority of the Supreme Court's decision in *Kennedy v. Braidwood Management Inc.*, 606 U.S. 748 (2025).

4) 42 U.S.C. § 300gg-13(a)(1)–(a)(4) do not violate the nondelegation doctrine. Therefore, remaining Plaintiffs’ Claim No. 2 is **DISMISSED with prejudice** to the re-filing of same or any part thereof.

5) The operation of 42 U.S.C. § 300gg-13(a)(1) does not violate Article II’s Vesting Clause. Therefore, remaining Plaintiffs’ Claim No. 3 is **DISMISSED with prejudice** to the re-filing of same or any part thereof.

6) Remaining Plaintiffs’ Claim No. 4 is **DISMISSED with prejudice** to the re-filing of same or any part thereof for failure to state a claim upon which relief may be granted.

7) The PrEP mandate violates remaining Plaintiffs’ rights under the Religious Freedom Restoration Act and is therefore **DECLARED** unlawful as applied to those Plaintiffs. As such, remaining Plaintiffs need not comply with the PrEP mandate and the Court **ENJOINS** Defendants and their officers, agents, servants, and employees from implementing or enforcing the PrEP mandate as against these Plaintiffs.

8) All costs shall be paid by the party incurring the same.

9) All relief not expressly granted herein is denied.

10) The Clerk of the Court shall transmit a true copy to the Parties and close the above-captioned case.

SO ORDERED on this **17th day of December, 2025**.


Reed O'Connor
CHIEF UNITED STATES DISTRICT JUDGE