

members” rights under the Religious Freedom Restoration Act (“RFRA”). *See* ECF No. 35. The Court declined to consider Plaintiffs’ First Amendment claims and asked the parties to file a joint status report regarding whether further relief was necessary as to Plaintiffs’ APA claim, which had been previously stayed upon joint motion by the parties. *See id.* at 5, 14, 26. The parties later notified the Court that they had agreed that those claims should be dismissed without prejudice so that a final judgment could be entered. *See* ECF No. 36 at 1.

As remedy, this Court granted declaratory and permanent injunctive relief. *See* ECF No. 35 at 20–26. The Court’s injunction restrained Defendants from taking certain “action against Plaintiffs or UIP’s members,” but did not specify whether entities that became UIP members in the future would be covered. *See id.* at 24–25. And the Court made clear that any “parties beyond this lawsuit are *not* covered.” *Id.*

After the Court entered its order, the parties conferred on whether additional relief was necessary. During that conferral, the parties did not agree on whether entities that become members of UIP in the future were clearly within the scope of the Court’s existing injunction. *See* ECF No. 36 at 2.

ARGUMENT

I. This Court Should Clarify Whether Its Permanent Injunction Applies to Defendants’ Actions Against Future UIP Employer Members

Defendants respectfully request that the Court clarify whether the existing permanent injunction it entered on August 8 extends to any entity that may become a member of Plaintiff UIP but was not such a member as of the date of the filing of the Complaint in this action. A party may seek “district court clarification” where it “ha[s] doubts about the meaning of any part of the injunction.” *Gulf King Shrimp Co. v. Wirtz*, 407 F.2d 508, 517 (5th Cir. 1969); *see Second Amendment Found. v. ATF*, No. 3:21-cv-116, 2023 WL 4504587 (N.D. Tex. May 31, 2023) (granting motion to clarify whether court’s preliminary injunction applied to plaintiff-foundation’s members); *Cointreau Corp. v. Pura Vida Tequila Co.*, No. 3:12-cv-2257-N, 2013 WL 12125990, at *1 (N.D. Tex. Jan. 1, 2013).

Clarification is warranted here because Defendants are unsure whether the Court's existing permanent injunction extends to future members. Plaintiffs' request for relief included language that would have expressly applied any injunctive relief to future members so long as they met certain criteria. *See* ECF No. 16 at 50 (requesting that the Court "enter the declaratory and injunctive relief requested at pages 55 to 62 of their verified complaint, paragraphs A–N); ECF No. 1 at 60 (subparagraph J). Defendants opposed any relief that extended to future UIP members and argued that "any relief should . . . be limited to current UIP employer members." ECF No. 18 at 49; *see* ECF No. 23 at 23–24. Although the Court's injunction plainly covers "Plaintiffs in this lawsuit" and "UIP's members," the Court's injunction neither adopted the Plaintiffs' requested language including future members nor expressly excluded future members from its scope. *See* ECF No. 35 at 25. To be clear, Defendants do not seek to relitigate any issue that this Court decided. They merely desire clarity to prevent any future disagreements as to the scope of this injunction. *See United States v. Philip Morris USA, Inc.*, 793 F. Supp. 2d 164, 168 (D.D.C. 2011).

Disputes about the scope of the Court's injunction are not a hypothetical problem. Defendants understand from recent conferrals that Plaintiffs view the existing permanent injunction as extending to future members and believe there is no need for clarification. Defendants acknowledge that is one possible reading of the Court's order. Yet, an arguably stronger reading of the opinion is that future members are not included. The Court's order, for example, specified the scope of UIP's membership by precise number. *See* ECF No. 35 at 1 (explaining that UIP "represents sixty-five Christian organizations"). The Court's finding that UIP had associational standing was predicated on those existing members' past conduct in agreeing to UIP's bylaws, including its Statement of Faith and Statement of Beliefs. *Id.* at 13. And the Court took pains to limit its permanent injunction "only to Plaintiffs in this lawsuit (and or UIP's members)" while specifically explaining that "parties beyond this lawsuit are *not* covered." *Id.* at 25. The Court's decision not to adopt the language Plaintiffs proposed to make the application of permanent injunctive relief to future members, moreover, could be seen as a rejection of their position on that issue.

Given these circumstances, Defendants believe all parties would benefit from this Court's clarification of whether its injunction applies to employers who have or will become members of UIP after the date of the filing of the Complaint in this case. *Cf.* Fed. R. Civ. P. 65(d)(1)(B)–(C).

II. If Future UIP Employer Members Are Covered, the Court Should Amend Its Permanent Injunction to Incorporate Plaintiffs' Requested Relief

To the extent the injunction does apply to future UIP members who were not members at the time the Complaint was filed, Defendants respectfully request that the Court amend the injunction to incorporate the language Plaintiffs requested in subparagraph J of their Complaint, which provides as follows:

J. Declare that to come within the scope of this order, a present or future UIP employer member must meet the following criteria: (a) The employer is not yet protected by any other judicial order from the statutes, regulations, guidances, or interpretations at issue in this case; (b) UIP has determined that the employer meets the UIP's employer membership criteria; (c) UIP's membership criteria have not materially changed since Plaintiffs filed this complaint; (d) the employer is not subject to an adverse ruling on the merits in another case involving the statutes, regulations, guidances, or interpretations at issue in this case; and (e) the employer must have been an UIP employer member at the time of the alleged violation.

ECF No. 1 at 60.

Because this Court's order did not resolve all of Plaintiffs' claims, it "may be revised at any time before the entry of a judgment adjudicating all the claims and all the parties' rights and liabilities." Fed. R. Civ. P. 54(b); *see Clearline Techs. Ltd. v. Cooper B-Line, Inc.*, 2014 WL 132113, at *6 (S.D. Tex. Mar. 28, 2014) (applying this standard to revise order granting permanent injunction); *cf. KPM Analytics N. Am. Corp. v. Blue Sun Scientific, LLC*, 578 F. Supp. 3d 101, 105 (D. Mass. 2021) (clarifying scope of injunction by adding language as to its coverage). Alternatively, this Court may amend its judgment under Rule 59(e) or Rule 60(a). *See* Order at 1–2, ECF No. 44, *Texas v. Cardona*, No. 4:23-cv-604 (N.D. Tex. Aug. 5, 2024) (correcting and amending terms of permanent injunction under Rule 59(e) and 60(b)).

Here, should the Court clarify that it intended to include future members within the scope of its injunction, it should amend the injunction to make clear that protection only accrues to future members who are similarly situated to current UIP members. The language Defendants propose

tracks precisely the relief Plaintiffs requested in their Complaint and Motion for Partial Summary Judgment. *See* ECF No. 16 at 50; ECF No. 1 at 60. Other courts that have extended relief to future members of an association that obtained RFRA relief have adopted similar injunctive provisions. *See, e.g., Catholic Benefits Ass'n v. Lucas*, No. 1:24-cv-142, 2025 WL 1144768, at *4 (D.N.D. Apr. 15, 2025). To the extent future members are within the scope of this Court's permanent injunction, it should adopt those provisions here, as Plaintiffs requested.

CONCLUSION

For the foregoing reasons, Defendants respectfully request that the Court clarify whether entities that become members of UIP after the date of the Complaint are included within the scope of the August 8, 2025 Order. If future members are included, Defendants respectfully request that the Court amend its Order to incorporate the language Plaintiffs requested in subparagraph J of their Complaint.

Dated: September 5, 2025

Respectfully Submitted,
BRETT A. SHUMATE
Assistant Attorney General
Civil Division

DIANE KELLEHER
Director
Federal Programs Branch

MICHELLE R. BENNETT
Assistant Branch Director

/s/ Jacob S. Siler
JACOB S. SILER (DC Bar No. 1003383)
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
1100 L Street, NW
Washington, DC 20005
Phone: 202-353-4556
Fax: 202-616-8460
Email: jacob.s.siler@usdoj.gov

Counsel for Defendants

CERTIFICATE OF CONFERENCE

I certify that on September 4, 2025, I conferred with Andrew Nussbaum, counsel for Plaintiffs, regarding this motion via email. Mr. Nussbaum stated that Plaintiffs are opposed to the relief requested herein.

/s/Jacob S. Siler
Jacob S. Siler
United States Department of Justice

CERTIFICATE OF SERVICE

I hereby certify that on September 5, 2025, I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Northern District of Texas by using the CM/ECF system. Counsel in the case are registered CM/ECF users and service will be accomplished by the CM/ECF system.

/s/Jacob S. Siler
Jacob S. Siler
United States Department of Justice