

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

DR. JAMES DOBSON FAMILY INSTI-  
TUTE and USATRANSFORM d/b/a  
UNITED IN PURPOSE,

Plaintiffs,

v.

Case No. 4:24-cv-00986-O

XAVIER BECERRA, Secretary of the  
United States Department of Health and  
Human Services; UNITED STATES  
DEPARTMENT OF HEALTH AND HU-  
MAN SERVICES; CHARLOTTE BUR-  
ROWS, Chair of the United States Equal  
Employment  
Opportunity Commission; and UNITED  
STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

Defendants.

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**PLAINTIFFS' RESPONSE TO DEFENDANTS' REQUEST FOR CLARIFICATION OF  
THE COURT'S ORDER**

**September 18, 2025**

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Plaintiffs Dr. James Dobson Family Institute and United in Purpose (“UIP”) respectfully submit this response to Defendants’ request to clarify the Court’s August 8 injunction. Defendants’ motion should be denied because the Court’s order protects all of UIP’s members—present *and* future. In the alternative, Plaintiffs do not oppose Defendant’s suggestion that the Court adopt Plaintiffs’ proposed request for relief at page 60 of Plaintiffs’ complaint.

**1. The Court’s Order protects UIP’s members.**

The first sentence of the complaint, defines “Plaintiffs” as including UIP’s members without temporal limitation, and its prayer for relief was for those Plaintiffs. ECF No.1, first sentence, ¶¶ 154-68, pp. 37, 55-62. Plaintiff’s motion for partial summary judgment—granted by the Court—also made clear that the Plaintiffs for which they sought relief included, without temporal limitation, UIP’s employer members. ECF No. 16, p.1, 6-7. Indeed, the motion for partial summary judgment incorporated by reference the relief set forth in the complaint, ECF No. 16, p. 50, and the Court’s order granting that motion generally incorporated the language in the complaint into its order for declaratory and injunctive relief. Compare ECF No. 1, pp. 55-62 *with* ECF No. 35, pp. 21-22, 24-25. The Court provided this declaratory and injunctive relief without the temporal limitation as to UIP’s members requested by the government in its response to Plaintiffs’ motion. *See* ECF No. 18, p.49.

On August 8, the Court granted UIP’s partial motion for summary judgment and entered declaratory relief finding that Defendants’ mandates require UIP members to violate their Christian beliefs regarding the conduct of their ministries and businesses violated the rights of UIP members under the Religious Freedom Restoration Act. ECF No. 35, p. 21-22. Further, the Court enjoined Defendants from taking any action against “Plaintiffs or UIP’s members.” *Id.*, p. 24. Like the Complaint, the Court’s order is categorical, protecting *all* of “UIP’s members” so long as they

meet UIP's strict membership requirements. *See* ECF No. 1, ¶¶ 154-162 (detailing membership criteria in UIP).

Defendants now claim that the Court's order is ambiguous and does not necessarily protect all of "UIP's members" — current *and* future members. ECF No. 38, p. 2-3. Defendants are mistaken. The Court's order plainly protects UIP's members *in toto*, including members who join in the future. The Court's order need not be clarified in this regard.

## **2. UIP's present and future members should be protected.**

Yet if the Court entertains Defendants' request to limit the Court's injunction only to current members of UIP, it should not do so. From the outset of this dispute, UIP has sought injunctive and declaratory relief that protects all of its members.

UIP sought this relief because protecting Christian employers from the myriad unconstitutional mandates is at the heart of its mission. UIP was established to "[s]upport [its] employer members that, as part of their Christian witness and exercise, provide health or other benefits to their respective employees in a manner consistent with Christian values; and advocate for their religious freedom and other constitutional rights so they might conduct their work and business according to Christian values." (ECF No. 1, ¶ 154 (quoting Ex. C, UIP Bylaws, art. 2.1.8).

These illegal mandates hurt UIP itself, as a ministry seeking to serve Christian organizations. Restricting relief to UIP's present members would cripple UIP by preventing it from fulfilling its mission and preventing it from growing. UIP would be forced to bring *ad nauseum* litigation to protect its members and its religious mission.

This is exactly what happened in litigation involving a similar association of religious organization in *Catholic Benefits Association v. Sebelius*, 24 F. Supp. 3d 1094 (W.D. Okla. 2014). In 2014, the Catholic Benefits Association ("CBA" filed suit on behalf of its members, seeking an injunction

against Defendants’ contraceptive, abortifacient, sterilization, and counseling mandate (the “CASC Mandate”) promulgated under the Affordable Care Act. *See id.* The court initially sided with the Government and refused to issue relief that extended to the CBA’s future members. *See id.* at 1106-07. The Government’s opposition to protection of CBA’s future members resulted in the CBA having to file a second lawsuit to seek the same relief for its newest members: *Catholic Benefits Association v. Burwell*, 5:14-cv-685 (W.D. Okla.). Eventually, after numerous motions to amend the Court’s preliminary injunction to protect new CBA members as they joined, the Court agreed with the CBA and found that it was judicially efficient to issue a permanent injunction that protects the CBA’s future members. *See* ECF No. 184 at p.2, *Catholic Benefits Association v. Hargan*, 14-cv-240 (W.D. Okla. Mar. 7, 2018).

Other Courts have followed suit. In a 2019 case, for example, the District of North Dakota entered an injunction protecting future members of a religious association against the Government’s CASC Mandate because “a limitation [to present members only] would result in continuous litigation and be a waste of judicial resources as well as the time and resources of the litigants.” *Christian Emps. All. v. Azar*, 2019 WL 2130142, at \*5 (D.N.D. May 15, 2019). In 2021 and 2022, the District of North Dakota similarly entered injunctions against other governmental mandates that respectively protect future members of religious associations. *See Christian Emps. All.*, 2022 WL 1573689, at \*9 (entering an injunction inuring to the benefit of “present or future members”); *Religious Sisters of Mercy*, 513 F. Supp. 3d at 1153 (“Finally, injunctive relief should extend to the Catholic Plaintiffs’ present and future members to avoid continuous litigation and a waste of judicial resources.” (cleaned up)). More recently, the District of North Dakota again protected future members of a religious organization against immoral government mandates. *Cath. Benefits Ass’n*

*on behalf of Diocese v. Lucas*, 2025 WL 1144768, at \*4 (D.N.D. Apr. 15, 2025) (protecting “present and future members” of a religious association); *Cath. Benefits Ass’n*, 2024 WL 4315021, at \*10 (“Third, Judicial efficiency weighs in favor of protecting future members.”). And other courts have similarly entered injunctions protecting future members of religious associations. *E.g.*, ECF No. 82 at p. 2-3, *Little Sisters of the Poor Home for the Aged v. Azar*, 13-cv-02611 (D. Colo. May 29, 2018) (enjoining HHS from enforcing its contraceptive mandate “all current and future participating employers in the Christian Brothers Employee Benefit Trust Plan”); ECF No. 95, *Reaching Souls Int’l Inc. v. Azar*, 13-cv-1092 (W.D. Okla. March 15, 2018) (extending Mandate-related injunction to “all current and future participating employers in the Guidestone plan”). Accordingly, if at all unclear, the Court’s order should extend to all of UIP’s members—present and future.

### **3. The language proposed by Defendants is acceptable to Plaintiffs.**

Defendants suggest that the Court adopt the proposed scope of relief from Plaintiffs’ complaint:

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. 38 at 4 (quoting ECF No. 1 at 60)). This language resolves any concern about the administrability of an injunction protecting UIP’s members, and Plaintiffs do not oppose this language being adopted by the Court.

## CONCLUSION

For the foregoing reasons, the Court should deny Defendants' request to clarify the Court's August 8 injunction, or, in the alternative, the Court should adopt UIP's proposed language from page 60 of its complaint.

Dated: September 18, 2025

Respectfully submitted.

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