

STATE OF ILLINOIS
 IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
 SANGAMON COUNTY

ILLINOIS BAPTIST STATE ASSOCIATION,)	
an Illinois not-for-profit corporation,)	
)	
SOUTHLAND SMILES, LTD., an Illinois)	
corporation, and its owner and president,)	
DR. RICHARD MANTOAN, an Illinois resident,)	Case No. 2020MR000325
)	
and)	
)	
ROCK RIVER CARTAGE, INC., an Illinois)	
corporation, and its owner and chief executive)	
officer, CURT HOUSE, an Illinois resident,)	
)	
Plaintiffs,)	
)	
v.)	
)	
ILLINOIS DEPARTMENT OF INSURANCE,)	
)	
and)	
)	
ROBERT MURIEL, individually and in)	
his official capacity as Director of the)	
Illinois Department of Insurance,)	
)	
Defendants.)	

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiffs Illinois Baptist State Association, Southland Smiles, Ltd., Dr. Richard Mantoan, Rock River Cartage, Inc. and Curt House, by and through their attorneys, for their Complaint against the Illinois Department of Insurance and Director Robert Muriel, state as follows:

Introduction

1. Plaintiffs seek judicial review of the State of Illinois' Reproductive Health Act of 2019 (Reproductive Health Act), by which the Illinois State Legislature mandated, among other

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things, that every health insurance plan in the State of Illinois that provides pregnancy-related benefits also provide coverage for abortion (Mandate).

2. The Mandate violates Plaintiffs' rights under the Illinois Religious Freedom Restoration Act (I-RFRA) and Illinois Health Care Right of Conscience Act (Conscience Act).

3. Specifically, the I-RFRA and the Conscience Act protect Plaintiffs' sincerely held religious beliefs which forbid them from funding and providing employee health care coverage for abortion. *See Burwell v. Hobby Lobby Stores, Inc.*, 573 U.S. 682 (2014).

Jurisdiction and Requested Relief

4. This Court has subject matter and personal jurisdiction over this lawsuit, which challenges the effectiveness of an Illinois statute under the laws of this state. Plaintiffs seek declaratory and injunctive relief pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/2-701, 5/11-301 and 5/11-303, the Illinois Constitution, and under this Court's common law equitable powers.

5. Venue is proper in Sangamon County as the physical location of both the governmental department and the official sued.

The Parties

Plaintiffs

6. Plaintiff Illinois Baptist State Association (IBSA) is an Illinois not-for-profit corporation with its principal office located in Springfield, Sangamon County, Illinois. It provides health insurance coverage (and specifically, pregnancy-related benefits) through a third-party insurer to more than 20 employees.

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7. IBSA, founded in 1907, is a partnership of nearly 1,000 churches and mission congregations working together to advance the gospel in Illinois and around the world.

8. Through its ministries and missions, IBSA seeks to develop healthy, effective Baptist churches, sacrificially working together to advance the Gospel, make disciples of Jesus, and establish new churches throughout Illinois and the world.

9. IBSA and its member churches are affiliated with the Southern Baptist Convention, and because “the Bible affirms that the unborn child is a person, bearing the image of God, from the moment of conception (Psalm 139:13–16; Luke 1:44),” Southern Baptists have “historically upheld the sanctity of life in the womb and repeatedly reaffirmed opposition to legalized abortion.”¹

10. Plaintiff Southland Smiles, Ltd. is an Illinois, closely-held corporation with its principal office in Flossmoor, Illinois. Plaintiff Dr. Richard J. Mantoan is an Illinois resident and a dentist who is the president, chief executive officer and chief decision-maker of Southland Smiles. Southland Smiles and Dr. Mantoan provide health insurance coverage (and specifically, pregnancy-related benefits) through a third-party insurer to more than 25 employees.

11. For more than 30 years, Southland Smiles has offered family, cosmetic and general dentistry services to those in and around the Flossmoor community.

12. Plaintiff Rock River Cartage, Inc. is an Illinois, closely-held corporation with its principal office in Sterling, Illinois. Rock River Cartage is a trucking company. Plaintiff Curt J. House is an owner, chief executive officer and the chief decision-maker of Rock River Cartage.

¹ “On Celebrating The Advancement Of Pro-Life Legislation In State Legislatures,” Southern Baptist Convention, <http://www.sbc.net/resolutions/2300/on-celebrating-the-advancement-of-prolife-legislation-in-state-legislatures>.

Rock River Cartage and Mr. House provide health insurance coverage (and specifically, pregnancy-related benefits) through a third-party insurer to more than 25 employees.

13. Plaintiffs believe they have a religious and moral duty to provide health coverage to their employees.

Defendants

14. Defendant Illinois Department of Insurance is a department of the State of Illinois.

15. The Department is tasked with enforcing the challenged aspects of the Reproductive Health Act, described herein.

16. Defendant Robert Muriel is the Director of the Department and is in charge of executing the powers of and discharging the duties vested by law in the Department.

The Reproductive Health Act of 2019 **Abortion Coverage Mandate**

17. Following passage of the Reproductive Health Act, any health insurance plan that includes pregnancy-related benefits must also provide coverage for abortion. 215 ILCS 5/356z.4a.

18. Sec. 356z.4a, as to abortion coverage, states in full:

Coverage for abortion.

(a) Except as otherwise provided in this Section, no individual or group policy of accident and health insurance that provides pregnancy-related benefits may be issued, amended, delivered, or renewed in this State after the effective date of this amendatory Act of the 101st General Assembly unless the policy provides a covered person with coverage for abortion care.

(b) Coverage for abortion care may not impose any deductible, coinsurance, waiting period, or other cost-sharing limitation that is greater than that required for other pregnancy-related benefits covered by the policy.

(c) Except as otherwise authorized under this Section, a policy shall not impose any restrictions or delays on the coverage required under this Section.

(d) This Section does not, pursuant to 42 U.S.C. 18054(a)(6), apply to a multistate plan that does not provide coverage for abortion.

(e) If the Department concludes that enforcement of this Section may adversely affect the allocation of federal funds to this State, the Department may grant an exemption to the requirements, but only to the minimum extent necessary to ensure the continued receipt of federal funds.

19. There are no religious or moral exemptions to these requirements, although Illinois *does* have a religious exemption to its requirement that health plans cover fertility treatment. 215 ILCS 5/356m. Taken together, the intent is clear that religious individuals and organizations are to comply with the abortion coverage mandate.

20. The Reproductive Health Act requires that the Plaintiffs' group health plans provide and pay for coverage for abortion.

21. The Illinois Abortion Law of 1975 [720 ILCS 510/2(4)] defines abortion as "the use of any instrument, medicine, drug or any other substance or device to terminate the pregnancy of a woman known to be pregnant with an intention other than to increase the probability of a live birth, to preserve the life or health of the child after live birth, or to remove a dead fetus."

22. As a matter of sincerely held religious beliefs, Plaintiffs believe abortion involves the destruction of human life and is gravely wrong and sinful.

23. As Plaintiffs believe that abortion separates the unitive and procreative aspects of human sexuality, involves the destruction of human life, and is inherently evil, gravely wrong and sinful, Plaintiffs also believe such practices are harmful to the health and well-being of all human beings.

24. Plaintiffs believe that they cannot facilitate access to, subsidize, or otherwise materially cooperate with the provision of abortion without violating their conscience and most sacred and solemn obligations to God, betraying their professed religious faith, and disserving the best interests of their fellow human beings.

25. Plaintiffs believe that providing their employees with insurance coverage for abortion constitutes cooperation with intrinsic evil and violate the laws of God.

26. As such, Plaintiffs each believe that paying for, participating in and/or providing a group health insurance plan that complies with the Reproductive Health Act is sinful and immoral because it requires Plaintiffs to pay for and be complicit in abortion in violation of their sincerely held religious beliefs.

27. Plaintiffs made the original choice to not facilitate the coverage of abortion in the employee health care they provide.

28. Plaintiffs desire to continue offering group health plans to their employees, but wish to exclude coverage for products and services that violate their religious beliefs, such as those required by the Reproductive Health Act—namely, abortion.

29. Plaintiffs are currently being impermissibly coerced to violate their religious beliefs. Plaintiffs will continue to be harmed unless this court provides them their requested relief from the State's unlawful and unconstitutional actions.

Plaintiffs' Need for Relief

30. The Reproductive Health Act is causing serious, ongoing hardship. Plaintiffs need relief now in order to be in compliance with the law.

31. Plaintiffs face a credible threat of enforcement of the Reproductive Health Act and should not be required to await and undergo an enforcement action in order to seek relief.

32. Plaintiffs have no adequate or speedy remedy at law to correct or redress the deprivation of their rights caused by the Reproductive Health Act.

33. Unless the Reproductive Health Act is declared unlawful and enforcement of it enjoined, Plaintiffs will continue to suffer irreparable injury.

34. Plaintiffs seek declaratory and injunctive relief from the operation of Illinois abortion coverage mandate, which requires that, in order to provide health benefits for their employees, the insurance purchased by Plaintiffs must include abortion coverage that Plaintiffs cannot make available to their employees without contravening Plaintiffs' sincere religious convictions. By requiring Plaintiffs to provide employees with access to abortion, this law violates Plaintiffs' legal rights.

35. By seeking injunctive relief pending an adjudication of their claims, Plaintiffs seek only to conduct their businesses in a manner that does not violate the core tenets of their conscience and religious faith relating to the sanctity of human life while their claims are otherwise being adjudicated.

36. Plaintiffs have filed suit in this case to escape the dilemma in which they find themselves. Plaintiffs cannot continue in good conscience to comply with the State's immoral and illegal mandate in violation of their faith.

COUNT I

The Illinois Religious Freedom Restoration Act

37. Plaintiffs repeat and re-allege each of the foregoing allegations in this Complaint.

38. The Illinois Religious Freedom Restoration Act (I-RFRA), 775 ILCS 35/10, states that the government cannot substantially burden the exercise of religion without compelling justification.

39. Specifically, the government may not substantially burden a person's exercise of religion, even if the burden results from a rule of general applicability, unless it demonstrates that application of the burden to the person (i) is in furtherance of a compelling governmental interest

and (ii) is the least restrictive means of furthering that compelling governmental interest. 775 ILCS 35/15.

40. The I-RFRA applies to all State and local laws, ordinances, policies, procedures, practices, and governmental actions and their implementation, whether statutory or otherwise. 775 ILCS 35/25.

41. If a person's exercise of religion has been burdened in violation of the I-RFRA, that person may assert that violation as a claim or defense in a judicial proceeding and may obtain appropriate relief against a government. 775 ILCS 35/20.

42. A party who prevails in an action to enforce the I-RFRA against a government is entitled to recover attorney's fees and costs incurred in maintaining the claim or defense. 775 ILCS 35/20.

43. The individual and organizational plaintiffs' sincerely held religious beliefs prohibit them from providing, funding or participating in the provision of coverage for abortions or abortifacients. The Plaintiffs' compliance with these beliefs is a religious exercise.

44. The Reproductive Health Act creates government-imposed coercive pressure on the Plaintiffs to change or violate their religious beliefs.

45. Plaintiffs currently comply with the Reproductive Health Act against their will.

46. The Reproductive Health Act imposes a substantial burden on the Plaintiffs' religious exercise, as to both belief and practice.

47. The State has no compelling governmental interest to require Plaintiffs to comply with the Reproductive Health Act.

48. The Reproductive Health Act is not narrowly tailored to achieve any compelling governmental interest in a way that is least restrictive to Plaintiffs' rights.

49. The Reproductive Health Act and Defendant's threatened enforcement of the Reproductive Health Act violate the Plaintiffs' rights secured to them by the I-RFRA.

50. Absent injunctive and declaratory relief against the Defendant, the Plaintiffs have been and will continue to be irreparably harmed.

COUNT II

The Illinois Health Care Right of Conscience Act

51. Plaintiffs repeat and re-allege each of the foregoing allegations in this Complaint.

52. The Illinois Health Care Right of Conscience Act (Conscience Act), 745 ILCS 70, protects "health care payers" from being forced to pay for objected-to medical services.

53. A "health care payer" is defined as "a health maintenance organization, insurance company, management services organization, *or any other entity that pays for or arranges for the payment of any health care or medical care service, procedure, or product.*" 745 ILCS 70/3(f) (emphasis added).

54. Under the Conscience Act, public entities may not coerce health care payers into participating in any way in any form of health care services contrary to their conscience, as documented in their governing documents. 745 ILCS 70/11.4.

55. Plaintiffs are "health care payers" as, through the provision of health insurance to others, they "pay[] for or arrange[] for the payment of any health care or medical care service, procedure, or product." 745 ILCS 70/3(f).

56. The plaintiffs have sincerely held religious beliefs that prohibit them from providing, funding or participating in the provision of coverage for abortions or abortifacients, or related education and counseling.

57. Those beliefs are part of a sincerely held set of moral convictions arising from belief in and relation to God. 745 ILCS 70/3(e).

58. Plaintiffs' governing documents express their religious convictions.

59. The Reproductive Health Act thus violates Plaintiffs' conscience rights.

60. A party who prevails in an action to enforce the Illinois Health Care Right of Conscience Act against a government is entitled to recover attorney fees and costs incurred in maintaining the claim. 745 ILCS 70/12.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that this Court:

- a. Declare the Reproductive Health Act is unlawful, invalid, unenforceable, null and void, and otherwise of no force and effect, for some or all of the reasons stated above, insofar as it requires abortion insurance coverage to which Plaintiffs object on grounds of sincerely held religious beliefs;
- b. Issue an injunction prohibiting the State of Illinois from enforcing the abortion coverage requirements of the Reproductive Health Act against Plaintiffs (including their health insurers or third-party administrators), as well as against others not before the Court where it is facially unlawful;
- c. Award Plaintiffs the costs of this action, reasonable attorney fees, expert fees and other costs as provided by law; and
- d. Grant such other and further relief as the Court shall deem necessary and just.

ILLINOIS BAPTIST STATE ASSOCIATION,
SOUTHLAND SMILES, LTD., DR. RICHARD
MANTOAN, ROCKER RIVER CARTAGE, INC.,
and CURT HOUSE, Plaintiffs

By s/Randall A. Mead

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