UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF RHODE ISLAND

JOHN DOE, an individual resident of Rhode Island, ***Plaintiff*** v. SYLVIA BURWELL, in her official capacity as Secretary of the United States Department of Health and Human Services; THOMAS PEREZ, in his official capacity as Secretary of the United States Department of Labor; JACOB J. LEW, in his official capacity as Secretary of the United States Department of the Treasury; KATHERINE ARCHULETA, in her official capacity as Director of the Office of Personnel Management; UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES; UNITED STATES DEPARTMENT OF LABOR; UNITED STATES DEPARTMENT OF THE TREASURY; and OFFICE OF PERSONNEL MANAGEMENT; HEALTH SOURCE RHODE ISLAND; and ANYA RADER WALLACK, in her official capacity as Director of Health Source Rhode Island, ***Defendants***	Civil Action No. _____ VERIFIED COMPLAINT

VERIFIED COMPLAINT

COMES NOW, Plaintiff John Doe, by and through his attorneys, and hereby alleges as follows:

I. Introduction

1. Our Constitution, laws and history forbid the government penalizing a person for his religious convictions. Yet, the Defendants interpret, apply, and enforce the Affordable Care Act to impose substantial penalties on Doe because of his sincere religious objection to paying a separate abortion premium payment to be used specifically and exclusively to pay for others' elective abortions. Through their interpretation and enforcement of the Affordable Care Act of 2010, Pub. L. 111-148 (March 23, 2010), and Pub. L. 111-152 (March 30, 2010), the Defendants have required Doe to purchase a certain type of government-approved health insurance or pay burdensome fines for his refusal. Doe is also entitled to substantial subsidies to purchase certain of these insurance plans, an entitlement made necessary because requirements of the Affordable Care Act have terminated his own prior coverage and increased the cost of alternatives. However, in order to avail himself of any of those subsidies and avoid the draconian penalties Defendants would impose, Doe must also pay specifically for others' elective abortions. Doe is Catholic, a pro-life activist, and objects to being forced to pay for the killing of human beings through abortion. Doe is also HIV positive and thus in critical need of health insurance coverage.

2. Defendants exacerbate these constitutional violations by prohibiting insurers on the exchanges and exchange officials from providing Doe or any other Americans with truthful information about abortion coverage in the plans they offer or the amount of the premiums that the issuers will collect from enrollees to be expressly and exclusively used to pay for elective abortions. Defendants prohibit this important information from being disclosed to the public, including Doe, although it is relevant and beneficial in his attempts to discern which healthcare plans are most appropriate for him. Both the requirement that individuals pay for abortions in violation of their conscience or face government-imposed penalties and the prohibition on the

exchange of truthful and important information about abortion coverage in these plans violate the Plaintiff's rights guaranteed under the United States Constitution and federal and state law.

II. Identification of the Parties

3. Plaintiff Doe resides in Rhode Island. Doe is a Roman Catholic and an outspoken pro-life activist. He needs a health insurance plan and holds has a religious conviction that he should steward his resources to protect his health. However, he also objects on religious grounds to enrolling in a paying a fee specifically to pay for others' elective abortions. Plaintiff Doe files this Complaint using a pseudonym for his actual name in order to avoid anticipated harassment, injury, ridicule and embarrassment of himself and his family as well as potential employment and other forms of discrimination that could result from revealing his personal health history and current health status.[1]

4. Defendants are appointed officials of the United States and Rhode Island governments responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, taxpayer subsidies for approved health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

5. Defendant Burwell is the Secretary of the United States Department of Health and Human Services (HHS). In this capacity, she is responsible for the operation and management of HHS. Burwell is sued in her official capacity only.

6. Defendant HHS is an executive agency of the United States government and is responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, subsidies for approved

[1] Counsel for Doe will consult with Defendants' Counsel and, if necessary, will file a motion to proceed anonymously.

health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

7. Defendant Thomas Perez is the Secretary of the United States Department of Labor. In this capacity, he has responsibility for the operation and management of the Department of Labor. Perez is sued in his official capacity only.

8. Defendant Department of Labor is an executive agency of the United States government and is responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, taxpayer subsidies for approved health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

9. Defendant Jacob J. Lew is the Secretary of the Department of the Treasury. In this capacity, he has responsibility for the operation and management of the Department. Lew is sued in his official capacity only.

10. Defendant Department of the Treasury is an executive agency of the United States government and is responsible for administering the Affordable Care Act, including promulgation, administration, and enforcement of the individual mandate, health insurance exchanges, taxpayer subsidies for approved health insurance plans, and prohibitions on disclosure of information concerning abortion coverage and premiums.

11. Defendant Katherine Archuleta is the Director of the Office of Personnel Management. In this capacity, she has responsibility for the operation and management of the Department. Archuleta is sued in her official capacity only.

12. Defendant Office of Personnel Management is an executive agency of the United States government and is responsible for administering the Affordable Care Act, including contracts for multi-state health insurance plans on state exchanges.

13. Defendant Health Source Rhode Island is a government agency created by the legislature of the State of Rhode Island as a Health Insurance Marketplace pursuant to and to satisfy the requirements of the Affordable Care Act. Health Source Rhode Island is responsible for, *inter alia*, making available qualified health plans to Rhode Island residents and certifying the individuals who are exempt from the requirements of the individual mandate.

14. Defendant Anya Rader Wallack is the Director of Health Source Rhode Island. She is responsible for all aspects of the administration of Health Source Rhode Island. She is sued in her official capacity only.

III. Jurisdiction and Venue

15. This action arises under the Constitution and laws of the United States. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 & 1361 and 1367, jurisdiction to render declaratory and injunctive relief under 28 U.S.C. §§ 2201 & 2202, 42 U.S.C. § 2000bb-1, 5 U.S.C. § 702, and Fed. R. Civ. P. 65, and to award reasonable attorney's fees and costs under the Equal Access to Justice Act, 28 U.S.C. § 2412, and 42 U.S.C. § 1988.

16. Venue lies in this district pursuant to 28 U.S.C. § 1391(e). No real property is involved in this action, and the Plaintiff resides in this district.

IV. Factual Allegations

17. Doe resides in Rhode Island. He is Catholic and believes in the sanctity of human life from the point of conception. Doe does not desire and would not use insurance coverage for elective abortion under any circumstances. Doe also has no dependents.

18. Doe regularly serves as a sidewalk counselor outside abortion clinics in Rhode Island, sharing information about abortion and alternatives with those women and men entering abortion clinics. This includes his personal experience with an abortion of his own unborn child earlier in his life.

19. Doe also holds a sincere religious belief that he should responsibly steward his resources to provide for his healthcare.

20. Doe has been diagnosed as HIV positive. He takes antiretroviral medication to control this disease and it is important that his health continue to be monitored by healthcare personnel. Going without health insurance could have devastating consequences for his physical and financial health. Thus, it is essential that Doe continue to have quality health insurance.

21. Doe's employer does not provide health insurance coverage for him and is not required to do so by law.

22. Doe had previously been provided with healthcare through a charitable program operated by a Rhode Island hospital. However, as a result of the Affordable Care Act, this program informed Doe that his coverage under this program was being terminated and he must now seek coverage through Health Source Rhode Island.

23. Doe is ineligible for Medicaid.

24. Doe met with healthcare advocates at his doctor's office who assisted him in assessing his options via Health Source Rhode Island. Through these conversations, which also included staff from Health Source Rhode Island by telephone, they determined that the Blue Solutions for HSA Direct 1500/3000 plan would best serve his needs and they suggested that he sign up for it.

25. The healthcare advocates did not know anything about abortion coverage or how that coverage was paid for in this plan or any of the other Health Source Rhode Island plans. Likewise, the Health Source Rhode Island officials that participated in these conversations were unable to give Doe any guidance about abortion coverage on Health Source Rhode Island plans or how the abortion portion of any plan would be paid for.

26. Doe has since confirmed that this selected plan and every plan offered via Health Source Rhode Island would include coverage of elective abortions – indeed for all abortions including those for which federal taxpayer dollars cannot be used.

27. The U.S. Government Accountability Office has also confirmed that every plan available via Rhode Island Health Connect includes elective abortion coverage. http://gao.gov/assets/670/665800.pdf (Page 3) (last visited January 7, 2015).

28. On December 13, 2014 Doe sent an email to Health Source Rhode Island via the "Contact Us" link on the website seeking information about abortion coverage in plans via Health Source Rhode Island. His email stated as follows:

> I do need health insurance and need to have coverage in a plan that covers the cost of my antiretroviral medications as does, as I understand, your Silver Plan, BlueSolutions for HSA Direct (CSR73). However, I object on conscience grounds to enroll in any plan that requires me to direct funds to pay for abortions. Does HealthSource RI offer any plan that excludes abortion coverage?

29. Doe received no substantive response to this question, but only an apparently standard email telling him to seek answers to questions on the website (where he originally sent his email through the "Contact Us" link), by phone or in person. He again responded to this email reiterating his question and has still received no substantive response.

30. Under the heading, "Voluntary choice of coverage of abortion services," 42 U.S.C. § 18023(b)(1)(A)(2), The Affordable Care Act requires insurers to determine whether the

plans they offer include coverage for abortions other than those for which taxpayer dollars may be used. Federal law prohibits taxpayer funds from paying for abortions other than those as a result of rape, incest, or necessary to protect the life of the mother or for "health benefits coverage that includes coverage of abortion." Consolidated Appropriations Act, 2010, Pub. L. No. 111-117 §§ 507-508, 123 Stat 3034 (2011).

31. The Affordable Care Act, as administered and enforced by Defendants, prohibits an insurer from disclosing to individuals seeking to enroll in a health insurance plan whether a plan covers elective abortions or the amount of the separate abortion premium until the point of enrollment. Specifically, it states:

> (3) Rules relating to notice.
>
> (A) Notice. A qualified health plan that provides for coverage of the services described in paragraph (1)(B)(i) [elective abortion] shall provide a notice to enrollees, only as part of the summary of benefits and coverage explanation, at the time of enrollment, of such coverage.
>
> (B) Rules relating to payments. The notice described in subparagraph (A), any advertising used by the issuer with respect to the plan, any information provided by the Exchange, and any other information specified by the Secretary shall provide information *only* with respect to the total amount of the combined payments for services described in paragraph (1)(B)(i) and other services covered by the plan.

32. The Affordable Care Act requires insurers to collect a "separate payment" for abortions only for plans that include elective abortions. 42 U.S.C.A. § 18023(b)(2). This premium is to be used to pay for elective abortions for the enrollees and others covered by that plan.

33. The Act requires that insurers "shall estimate the basic per enrollee, per month cost, determined on an average actuarial basis, for including coverage under a qualified health plan of the services described in paragraph (1)(B)(i) [i.e., elective abortions]." The Act specifies

that this separate abortion surcharge must be at least $1 per month. Affordable Care Act § 1303(b)(2)(D)(ii)(III).

34. The Act also mandates that this separate abortion surcharge must be paid entirely from the insured individual's private funds by requiring that "the issuer of the plan shall not use any amount attributable to" either tax credits or "cost-sharing reductions" for "the purposes of paying for [elective abortion] services." Affordable Care Act, § 1303(b)(2)(A).

35. The Affordable Care Act, as interpreted and applied by Defendants, requires that this surcharge for elective abortion coverage be collected from all individuals insured under any plan that includes elective abortion.

36. Defendants have also enacted regulations concerning these requirements, which are codified at 45 C.F.R. §156.280. Defendants have specifically required that for those plans that include elective abortion, a policy issuer must collect a payment from each enrollee: a fee specifically for the purpose of paying for elective abortions. Policy issuers must collect this separate fee in an "allocation account" that is to be "used exclusively to pay for [elective abortions]." 45 C.F.R. § 156.280(e)(ii)(3).

37. Defendants have also issued regulations directing issuers to estimate the amount of this separate payment for abortion that must be collected from each enrollee every month, which are codified at 45 C.F.R. § 156.280(e)(ii)(4). At least $1 per month, but likely more, must be collected from the insured individuals and allocated to this separate abortion payment. Defendants have also required the issuers to carefully account for the separate abortion payments to ensure that these separate payments are being used to pay for abortions.

38. However, Defendants' current regulations prohibit disclosure to enrollees or prospective enrollees by either the exchanges or the plan issuers of the existence or amount of

the separate abortion payment they must make in order to receive and maintain their coverage. Defendants also prohibit including this information in any advertising about the plans. Instead, the issuers and exchanges may provide "information only with respect to the total amount of the combined payments [for both elective abortion and all other insured services]." 45 C.F.R. § 156.280(f).

39. The Affordable Care Act, as administered by regulations promulgated by Defendants, requires Doe to obtain "minimum essential coverage."

40. On information and belief, Doe does not qualify for any hardship or other exemption from this requirement.

41. Doe has investigated the possibility of off-exchange plans but has been unable to identify any plan satisfying the ACA requirement of "minimum essential coverage" that he could afford. Specifically, on information and belief, any plans he could obtain off of Health Source Rhode Island would cost well in excess of 9.5% of his income. See 26 U.S.C. 36(B)(c)(2)(C)(i)(II) (plans requiring enrollee to pay more than 9.5% of income are not "affordable"). See also 79 Fed. Reg. 29, 8546 (Feb. 12, 2014) ("Coverage … is affordable if the employee's required contribution … for self-only coverage does not exceed 9.5 percent of the taxpayer's household income for the taxable year.")

42. Due in large part to requirements of the Affordable Care Act, premiums for health insurance plans off of the exchanges have dramatically increased and subsidies and tax credits to which Doe would be entitled under the ACA are unavailable for plans off of Health Source Rhode Island.

43. Because he does not qualify for a hardship exemption from the mandate, Doe would be subject to the individual mandate and must obtain a qualified health plan for himself.

44. If he does not comply with this mandate and obtain a qualified health plan prior to February 15, 2015, Doe would be subject to a fine of 2% of his income in 2015. In 2016 this penalty would increase to 2.5% of his income and would thereafter increase with inflation. These fines would be substantial for Doe.

45. As he is presently uninsured and would remain so due to Defendants' requirement that he pay a separate abortion fee in violation of his religious beliefs in order to obtain coverage through Health Source Rhode Island, Doe is and would be subject to penalties for a portion of 2014 and anticipates being subject to penalties in 2015 also. He will remain subject to these penalties until Defendants, through Health Source Rhode Island, afford him an opportunity to enroll in a qualifying plan that does not require him to violate his religious convictions.

46. Even if Doe were eligible for any hardship exemption from the individual mandate, an exemption would only permit him to avoid these fines for failure to obtain a qualifying health plan. Doe would still remain without health insurance. The consequences of going without health insurance could be catastrophic. Doe would also have to forego the substantial subsidies to which he would be entitled for plans available via Rhode Island Health Access because he refuses to abandon his religious convictions and pay the separate abortion payment.

47. Due to his HIV status, Doe may also be eligible for premium assistance for his health care plan that would pay for some or all of the remaining premium he would have to pay after applying subsidies to which he is entitled under the Affordable Care Act. This program, the Ryan White HIV Care Program, is funded by the federal government and facilitated by the Rhode Island Department of Health.

48. Both federal and state law prohibit taxpayer funding of elective abortions. Thus, even if Doe is eligible for premium assistance through the Ryan White HIV Care Program he would be required to personally pay the abortion portion of any premium for any plan available via Health Source Rhode Island and his refusal to do so because of his religious convictions would prevent his access both to subsidies to which he is entitled pursuant to the Affordable Care Act and the Ryan White HIV Care Program.

49. Doe is thus faced with an untenable choice. He must either (1) forego health insurance in violation of his sincerely held religious belief that he should responsibly steward his resources to provide for his own healthcare and forego substantial subsidies to which he is entitled by law, and pay substantial fines; or (2) violate his sincerely held religious beliefs concerning the sanctity of human life by enrolling in a plan covering elective abortion and paying a separate abortion payment designed specifically to pay for others' abortions.

50. As Doe is outspoken about his pro-life convictions, enrolling in a plan covering elective abortion and paying this separate payment for others' abortions would undermine his public opposition to abortion.

51. With no option for a health insurance plan available on Rhode Island Health Access that would not require him to pay a separate payment for others' abortions, Doe would be forced to forego health insurance. He would also be forced to forego important benefits under the Ryan White HIV Care Program.

52. The Affordable Care Act requires the Director of the Office of Personnel Management to enter into contracts for the placement of at least two "multistate" health plans on each exchange. 42 U.S.C. § 18054(a)(1).

53 At least one of these plans contracted by the Director of OPM must not include elective abortion, 42 U.S.C. § 18054(a)(6); 42 U.S.C. § 18053 (b)(1)(B)(i), and would thus not include any separate payment for abortions.

54. However, although the penalties for noncompliance with the minimum essential coverage requirement are presently in effect and Doe would be subject to them, and while subsidies for plans are currently available on the exchanges, the Director has not made available a multistate plan excluding abortion and the separate abortion payment through Rhode Island Health Access.

55. As a result, while citizens of other states may be able to comply with the minimum essential coverage requirement and obtain the subsidies to which they are entitled, Doe cannot. He must choose to violate his religious convictions or to be subject to substantial penalties and to the denial of valuable benefits to which he is otherwise entitled under the law.

56. If he is to avoid violating his conscience and make informed decisions about which insurance plan best suits his needs, Doe needs to know which plans on Rhode Island Health Access cover abortion, requiring a separate abortion payment to be used to pay for others' abortions, and if future plans do not include abortion, which ones do not. He also needs to know how much of his premium has been and would be allocated to the separate payment for abortion that would be required of plans that include elective abortion and may vary from insurer to insurer and plan to plan. This information would empower him to make informed decisions about his health insurance options that are consistent with his strongly held beliefs.

57. On information and belief, at least some plan issuers and exchange employees would include this information in advertising and pre-enrollment information about their plans and would provide the above information when asked by prospective enrollees, if they were not

prohibited from doing so by Defendants' interpretation and enforcement of the Affordable Care Act.

58. Insurers that do not include elective abortion in their plans have an economic incentive to advertise that their plans do not include elective abortion in order to attract consumers like Doe that are seeking such products.

59. Other insurers that do include elective abortion in their plans have an economic incentive to advertise that their plans do include elective abortion in order to attract those customers who are seeking that coverage.

60. Insurers also have an incentive to fully disclose the separate abortion payment amount so that customers considering their plans can evaluate the amount of the allocation of the abortion surcharge and determine how much of their total payments are being allocated for premiums for abortion and how much for all other services.

61. Health insurance exchanges and their customer service employees have an incentive to inform customers about which plans include elective abortion, which do not, and how much of the total premium is allocated to the abortion surcharge because they are interested in increasing enrollment and customer satisfaction with their plans. Providing accurate and complete information to customers in order to help them find the most appropriate plan for them furthers these goals.

62. The Defendants' actions and enforcement of the Affordable Care Act are imposing substantial burdens on Doe and causing him serious, ongoing hardship.

63. In many other states, federal Defendants and exchange officials have ensured that health insurance exchanges include plans that do not include elective abortion so that those who

object to paying for others' elective abortions do not have to pay a separate abortion fee for that purpose, and can avoid penalties and receive the subsidies for health care plans on the exchange.

64. The Affordable Care Act, as enforced by Defendants, exempts some individuals from the individual mandate entirely and for a variety of reasons, including some persons who object to obtaining insurance coverage for certain sectarian religious reasons. However, because Doe is Catholic, but not a member of a denomination that is exempted from the individual mandate, he does not qualify for the religious exemption from the individual mandate and, on information and belief, does not qualify for any other exemption from the individual mandate.

65. Defendants have provided numerous hardship exceptions to the individual mandate for reasons other than religious conscience, but provide no exception to the abortion surcharge mandate even though Doe and others like him in Rhode Island have no voluntary choice to enroll in a plan that does not require him to pay for others' abortions through a separate payment for that purpose other than being uninsured.

66. Defendants' requirement that Doe pay a separate abortion payment in violation of his sincerely held religious beliefs in order to avoid substantial penalties and to be eligible for subsidies to which he is entitled deprives Doe of the free exercise of his religious beliefs.

67. Doe's injury is current and ongoing and will continue every day until Defendants permit him to enroll in a plan that prevents him from being subject to the individual mandate penalty, affords him the subsidies to which he is entitled under the ACA, and that does not force him to pay for others' elective abortions in violation of his conscience.

68. If Doe is not permitted to enroll in such a plan or to enroll in or renew his plan and withhold the separate abortion payment prior to the February 15, 2015 deadline for Open Enrollment he will thereafter be injured by being subject to the individual mandate penalty and

denied access to health insurance and the subsidies to which he is entitled for at least calendar year 2015. Doe may be forced to forego health insurance altogether, paying his medical bills entirely out of pocket.

69. The government-imposed blackout on information concerning Plaintiff' future health insurance options, a result of Defendants' administration of the Affordable Care Act, impairs their ability to make present and future decisions for their health care.

COUNT I
Religious Freedom Restoration Act, 42 U.S.C. § 2000bb-1

70. Plaintiff repeats and realleges the allegations in paragraphs 1-69.

71. RFRA prohibits the federal government from substantially burdening any individual's exercise of religion, even if that burden results from a rule of general applicability, unless the government can demonstrate that the burden furthers a compelling governmental interest and is the least restrictive means of furthering that interest.

72. RFRA applies to all federal law and to the implementation of all federal laws by any branch, department, agency, instrumentality, or official of the United States.

73. The Federal Defendants interpret and apply the Affordable Care Act to require Plaintiff to pay a separate fee specifically for others' abortions in violation of his religious beliefs.

74. The Federal Defendants interpret and apply the Affordable Care Act to withhold from Plaintiff valuable government benefits to which he is entitled because Plaintiff refuses to pay a separate fee to be used exclusively for others' abortions in violation of Plaintiff's religious beliefs.

75. The Federal Defendants' enforcement of the Affordable Care Act to require Plaintiff to pay for others' abortions in order to avoid penalties and obtain available valuable

government benefits to which they are entitled substantially burdens Plaintiff's exercise of religion.

76. The Federal Defendants have no compelling governmental interest to require Plaintiff to pay a separate abortion fee for abortions in violation of his religious conscience in order to avoid substantial penalties and obtain valuable government benefits.

77. The Federal Defendants' application of the Affordable Care Act to require Plaintiff to pay a separate abortion fee is not the least restrictive means of furthering a compelling governmental interest.

78. By enacting and threatening to enforce this mandate against Plaintiff, the Federal Defendants have violated RFRA.

79. Plaintiff has no adequate remedy at law.

80. The Federal Defendants are imposing ongoing and immediate harm on Plaintiff.

II. Rhode Island Religious Freedom Restoration Act – R.I. Gen. Laws §42-80.1, et seq

81. Plaintiff repeats and realleges the allegations in paragraphs 1-69.

82. The Rhode Island Religious Freedom Restoration Act prohibits the state government or any instrumentality thereof from restricting any individual's exercise of religion, even if that that restriction results from a rule of general applicability, unless the government can demonstrate that the restriction is essential to further a compelling governmental interest and is the least restrictive means of furthering that compelling interest.

83. The Rhode Island Defendants interpret and apply the Affordable Care Act to require Plaintiff to pay a separate fee specifically for others' abortions in violation of his religious beliefs or be subject to fines under the Affordable Care Act.

84. The Rhode Island Defendants interpret and apply the Affordable Care Act to withhold from Plaintiff valuable government benefits to which he is entitled because Plaintiff refuses to pay a separate fee to be used exclusively for others' abortions in violation of Plaintiff's religious beliefs.

85. The Rhode Island Defendants' enforcement of the Affordable Care Act to require Plaintiff to pay for others' abortions in order to avoid penalties and obtain available valuable government benefits to which he is entitled restricts Plaintiff's exercise of religion.

86. The Rhode Island Defendants have no compelling governmental interest to require Plaintiff to pay a separate abortion fee for abortions in violation of his religious conscience in order to avoid substantial penalties and obtain valuable government benefits.

87. The Rhode Island Defendants' application of the Affordable Care Act to require Plaintiff to pay a separate abortion fee in order to obtain health insurance, avoid substantial penalties and receive the subsidies to which he is entitled is not the least restrictive means of furthering a compelling governmental interest.

88. By causing this mandate to be enforced against Plaintiff, the Rhode Island Defendants have and will continue to violate the Rhode Island Religious Freedom Restoration Act.

89. Plaintiff has no adequate remedy at law.

90. The Rhode Island Defendants are imposing ongoing and immediate harm on Plaintiff.

COUNT III
Free Exercise Clause of the First Amendment

91. Plaintiff repeats and realleges the allegations in paragraphs 1-69.

92. The Free Exercise Clause of the First Amendment prohibits the federal and state governments from substantially burdening any individual's exercise of religion.

93. Defendants interpret and apply the Affordable Care Act to require Plaintiff to pay for others' abortions in violation of his religious beliefs.

94. Defendants interpret and apply the Affordable Care Act to withhold from Plaintiff valuable government benefits to which he is entitled because Plaintiff refuses to pay a separate fee to be used exclusively for others' abortions in violation of Plaintiff's religious beliefs.

95. Defendants have interpreted and applied the Affordable Care Act to prevent disclosure to Plaintiff of the fact that with his insurance premium he was compelled to pay a sum to be used solely to pay for others' elective abortions in violation of his religious beliefs.

96. Defendants' enforcement of the Affordable Care Act to require Plaintiff to pay for others' abortions in order to avoid penalties and obtain available valuable government benefits substantially burdens Plaintiff's exercise of religion.

97. The individual mandate is not a neutral law of general applicability, because it has myriad exemptions for financial or other reasons while denying any religious conscience exception even in the circumstance where an individual does not have the choice of a plan that does not require a separate additional fee to be exclusively used to pay for others' abortions in violation of his religious beliefs.

98. The Defendants have no compelling governmental interest to require Plaintiff to pay a separate abortion fee for abortions in violation of his religious conscience in order to avoid substantial penalties and obtain valuable government benefits.

99. Defendants' enforcement of the Affordable Care Act to require Plaintiff to pay a separate abortion fee in violation of his religious beliefs in order to avoid government fines and

to receive valuable benefits implicates constitutional rights in addition to the free exercise of religion, including the right of free speech and to receive information.

100. Defendants' enforcement of the Affordable Care Act against Plaintiff is not narrowly tailored to further a compelling governmental interest.

101. By enacting and threatening to enforce this mandate against Plaintiff, Defendants have violated Plaintiff's rights under the Free Exercise Clause of the First Amendment.

102. Plaintiff has no adequate remedy at law.

103. Defendants are imposing ongoing and immediate harm on Plaintiff.

COUNT IV
Free Speech Clause of the First Amendment – Right to Receive Information

104. Plaintiff repeats and realleges the allegations in paragraphs 1-69.

105. The First Amendment protects citizens' right to receive information and prohibits the government from denying citizens the opportunity to hear information they desire from willing speakers.

106. Defendants expressly forbid plan issuers or health insurance exchanges from advertising whether plans include abortion or informing prospective enrollees or enrollees of this important information prior to actual enrollment in the plan, and forbid any issuer from informing enrollees how much of their monthly payment is allocated to a separate abortion premium and used exclusively to pay for others' abortions.

107. On information and belief, at least some issuers and/or Health Source Rhode Island employees would provide this information to enrollees in advertising and other pre-enrollment information and would inform enrollees of the amount of their monthly premium allocated to pay for others' abortions if they were permitted to do so.

108. The Defendants' prohibition of advertising or pre-enrollment information about abortion coverage by issuers and exchanges and their prohibition on disclosing the portion of the premiums specifically allocated to pay for abortions furthers no compelling or even legitimate governmental interest.

109. The Defendants' prohibition on disclosure of truthful information about abortion coverage and fees in exchange plans is not narrowly tailored to further a compelling governmental interest, nor is it reasonably related to any legitimate government interest.

110. Plaintiff has no adequate remedy at law.

111. Defendants are imposing an immediate and ongoing harm on Plaintiff.

WHEREFORE, Plaintiff respectfully prays that this Court:

1. Enter a declaratory judgment that the application of the individual mandate and the abortion premium requirement to Plaintiff violates Plaintiff's rights under RFRA.

2. Enter a declaratory judgment that the application of the individual mandate and the abortion premium requirement to Plaintiff violates Plaintiff's rights under the Rhode Island Religious Freedom Restoration Act.

3. Enter a declaratory judgment that the application of the individual mandate and the abortion premium requirement to Plaintiff violates Plaintiff's rights under the First Amendment.

4. Enter a declaratory judgment that the Defendants' prohibition on the disclosure of truthful information about abortion coverage and the amount of the separate abortion fees collected and allocated to pay for abortions violates the First Amendment.

5. Enter preliminary and permanent injunctive relief prohibiting Federal Defendants from imposing the individual mandate to penalize Plaintiff for his failure to obtain a qualified health plan.

6. Enter preliminary and permanent injunctive relief prohibiting Federal Defendants from withholding subsidies for health plans otherwise available to Plaintiff on the basis that Plaintiff will not pay the separate abortion fee.

7. Enter preliminary and permanent injunctive relief prohibiting Defendants from enforcing any requirements forbidding issuers and exchange employees from providing truthful and accurate information concerning abortion coverage and the amount of any abortion premium allocated to pay for abortions.

8. Award Plaintiff' attorneys and experts fees and costs under 42 U.S.C. § 1988 and 28 U.S.C. § 2412; and

9. Award all other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury for all issues so triable.

***Attorneys for Plaintiff*:**

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*Admission *pro hac vice* pending
** *Pro hac vice* application to follow

VERIFICATION OF VERIFIED COMPLAINT
PURSUANT TO 28 U.S.C. § 1746

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on January 7, 2015

John Doe

John Doe