

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

ILLINOIS BAPTIST STATE ASSOCIATION,)
an Illinois not-for-profit corporation,)
)
Plaintiff,)
)
v.)
ILLINOIS DEPARTMENT OF INSURANCE)
)
Defendant.)

Case No. 2020 MR 325

FILED
SEP 04 2024

ORDER

Joseph W. Koebel 18
Clerk of the
Circuit Court

Cause comes on for hearing on Defendants’ Partial Section 2-615 Motion to Dismiss Count II of Plaintiffs’ First Amended Complaint. The Plaintiffs, ILLINOIS BAPTIST STATE ASSOCIATION, an Illinois not-for-profit corporation, appears by and through their attorney, J. Matthew Belz of Ottsen, Leggat & Belz. The Defendants, ILLINOIS DEPARTMENT OF INSURANCE appears by and through its attorney, Elizabeth Morris, Assistant Attorney Generals for Kwame Raoul, Attorney General of Illinois. The Court took the matter under advisement and after having considered the arguments, evidence, case law and all relevant statutory factors presented by the parties makes the following findings:

1. The Illinois Department of Insurance (IDOI) regulates only insurance products sold within the state of Illinois. This regulation encompasses health insurance plans that comply with state mandates, including those related to coverage requirements. However, various other health insurance options exist within Illinois that are not subject to IDOI regulation, such as federally-managed plans or plans issued by insurers in other states. Organizations operating in Illinois can choose these alternative insurance options without being bound by the IDOI’s regulations.

2. Enacted on June 12, 2019, the Reproductive Health Act (775 ILCS 55/1-1 et seq.) established a comprehensive framework for reproductive health care rights in Illinois. The Act includes a provision, 215 ILCS 5/356z.4a (the “RHA Provision”), specifically mandating that any health insurance plan regulated by the IDOI that covers pregnancy care must also provide coverage for abortion care. This provision aims to ensure equitable access to reproductive health services, including abortion, within regulated insurance products.

3. The Illinois Baptist State Association filed a lawsuit challenging the RHA Provision, arguing that it compels them to provide health insurance for their employees that includes abortion coverage, which they contend violates their religious beliefs. The Association's lawsuit seeks to prevent the enforcement of the RHA Provision, asserting that compliance would force them to act against their deeply held religious convictions.

4. The Illinois Baptist State Association seeks relief under the Illinois Religious Freedom Restoration Act (IRFRA), codified at 775 ILCS 35/1 et seq. IRFRA prohibits the government from imposing a substantial burden on a person's free exercise of religion unless the government demonstrates that the burden is in furtherance of a compelling governmental interest and is the least restrictive means of achieving that interest. The Illinois Baptist State Association argues that the RHA Provision substantially burdens their religious exercise by forcing them into a coercive dilemma: either comply with the law and violate their beliefs or abandon providing employee health insurance.

5. To prevail on their IRFRA claim, the Illinois Baptist State Association bears the burden of proving that the RHA Provision imposes a substantial burden on their religious exercise, as interpreted in case law such as *Diggs v. Snyder*, 333 Ill. App. 3d 189, 195 (5th Dist. 2002) and *Wisconsin v. Yoder*, 406 U.S. 205, 217-18 (1972). A substantial burden typically involves coercive pressure or significant restrictions that force individuals or entities to act contrary to their religious beliefs. However, the Association has not provided sufficient evidence to refute the Department's arguments and has failed to establish that the RHA Provision imposes such coercive pressure.

6. The Association's IRFRA claim fails as a matter of law because they have not demonstrated that the RHA Provision imposes the type of coercive choice necessary to establish a substantial burden. The courts have consistently required a clear showing of compulsion that forces an entity to engage in conduct that directly conflicts with their religious beliefs. In this case, the Association has not met this standard of proof.

7. The Illinois Baptist State Association is not mandated to purchase health insurance regulated by the IDOI that includes abortion coverage. They have the option to select from alternative insurance plans, including those managed federally or issued by insurers in other states, which are not subject to the RHA Provision. These alternatives provide flexibility for organizations to maintain insurance coverage without conflicting with their religious beliefs.

8. The Illinois Department of Insurance has presented uncontested evidence that alternative insurance plans excluding abortion care are available to the Illinois Baptist State Association. Despite these alternatives, the Illinois Baptist State Association chose not to pursue such options. For example, the Illinois Baptist State Association could have selected a plan from GuideStone, which is comparable in terms of quality and cost to their current Health Alliance plan but does not include abortion coverage. The Illinois Baptist State Association's failure to opt for these alternatives suggests that any claimed burden is self-imposed rather than a direct consequence of the RHA Provision.


9. Under IRFRA, a substantial burden on religious exercise is not established when viable, lawful alternatives exist that allow the claimant to avoid the alleged conflict between their religious beliefs and the law.

10. The Illinois Baptist State Association has not demonstrated that the RHA Provision imposes a substantial burden on their religious beliefs. Given the availability of alternative insurance options that exclude abortion coverage, the Association's argument under IRFRA lacks the necessary proof of coercion or compulsion required to sustain their claim.

NOW, THEREFORE, IT IS ORDERED:

1. The Plaintiff's, Illinois Baptist State Association, Motion for Summary Judgment pursuant to the provisions of Section 2-1005 of the Illinois Code of Civil Procedure is hereby **DENIED**.
2. The Defendant's, Illinois Department of Insurance, Motion for Summary Judgment pursuant to the provisions of Section 2-1005 of the Illinois Code of Civil Procedure is hereby **GRANTED** with final judgment being entered in favor of said Defendant and against Plaintiff as a matter of law.
3. Pursuant to Illinois Supreme Court Rule 304(a), the Court finds that there is no just reason for delaying either enforcement of this order or appeal or both.

DATED: September 4, 2024

ENTER:  _____
Associate Judge of the Circuit Court