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IN THE
APPELLATE COURT OF ILLINOIS
FOURTH JUDICIAL DISTRICT

ILLINOIS BAPTIST STATE ASSOCIATION, an Illinois not-for-profit corporation, Plaintiff-Appellant, v. ILLINOIS DEPARTMENT OF INSURANCE, Defendant-Appellee.	Appeal from Circuit Court of the Seventh Judicial Circuit, Sangamon County Case No. 2020 MR 325 The Honorable CHRISTOPHER PERRIN, Judge Presiding.

BRIEF OF DEFENDANT-APPELLEE

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ORAL ARGUMENT REQUESTED

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NATURE OF ACTION

In this case, the Illinois Baptist State Association ("Association"), an employer that provides health insurance to its employees, brought a challenge under the Illinois Religious Freedom Restoration Act, 775 ILCS 35/15 (2022), to a provision in the Illinois Insurance Code ("Code") that requires insurance carriers that sell products in Illinois to provide coverage for abortion care if they also provide coverage for pregnancy care, 215 ILCS 5/356z.4a (2022) ("section 4a"). The circuit court granted summary judgment to the Illinois Department of Insurance ("Department"), finding that section 4a does not impose a substantial burden on the Association's exercise of its religious beliefs. No questions are raised on the pleadings.

ISSUES PRESENTED FOR REVIEW

1. Whether the circuit court properly granted summary judgment to the Department where the record demonstrated that the Association was not substantially burdened by section 4a of the Code because the Association chose not to purchase other comparable insurance products available that would not have covered abortion care.

2. Whether, in the alternative, the record also shows that section 4a of the Code serves a compelling governmental interest and is the least restrictive means to further that interest.

JURISDICTION

On September 4, 2024, the circuit court issued a final order granting summary judgment to the Department. C718-20.[1] On September 30, 2024, the Association filed a notice of appeal. C721-22. Because the notice of appeal was filed within 30 days of the circuit court's final order, it was timely under Ill. Sup. Ct. R. 303(a)(1). Thus, this court has jurisdiction over this appeal under Ill. Sup. Ct. R. 301.

[1] The record on appeal consists of one electronic common law volume, cited as "C__" and one volume of exhibits, cited as "E__." The Association's opening brief is cited as "AT Br. __."

STATUTES INVOLVED

§ 356z.4a. 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. Regardless of whether the policy otherwise provides prescription drug benefits, abortion care coverage must include medications that are obtained through a prescription and used to terminate a pregnancy, regardless of whether there is proof of a pregnancy.

215 ILCS 5/356z.4a (2022).

* * *

§ 15. Free exercise of religion protected.

> 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 (2022).

STATEMENT OF FACTS

Legal Background

The Regulation of Health Insurance in Illinois

This case concerns the Association's choice of health insurance for its employees. Though federal law generally requires large employers, meaning those with more than 50 employees, to provide certain minimum health benefits to their employees, *see* 26 U.S.C. §§ 4980H(a), (c)(2), 5000A(f)(2), smaller employers, like the Association, are not subject to such a requirement. And federal law does not require any employer to provide a specific form of health insurance. Indeed, employers have a range of options in choosing health insurance products for their employees.

In Illinois, the Department regulates some, but not all, forms of health insurance available to employers within the State. Specifically, the Department regulates entities that operate within the State and provide health insurance products, including insurance and surety companies, health maintenance organizations, limited health service organizations, and health service plan corporations. *See* 215 ILCS 5/121(1), 125/2-1(a), 130/2001(a), 165/3. Under the Code and other related insurance statutes, such entities must obtain a certificate of authority from the Department to conduct business within the State, *see* 215 ILCS 5/121(1), 125/2-1(a), 130/2001(a), 165/3, and the Department exercises regulatory authority over the products that those companies offer, *see* 215 ILCS 5/122-1, 5/352, 125/2-2, 130/4003; *see*

also E4-5 (¶¶ 4-6). But the Department does not regulate, and possesses no authority over, companies that are not insurers or policies issued to policyholders situated outside of Illinois. *See* 215 ILCS 5/121-2, 121-2.05 (exempting transactions for group insurance issued in other states from the certificate of authority requirement).

Likewise, Illinois law does not require employers to purchase health insurance products regulated by the Department, and many Illinois employers choose not to do so. Many employers "self-fund" health insurance plans for their employees (that is, they cover the costs of healthcare directly rather than purchase an insurance product from an insurer), and such insurance is not regulated by the Department. *See* 215 ILCS 5/122-1; *see also* E5 (¶ 7); Paul J. Routh, *Welfare Benefits Guide* § 3:100 (2024). Some employers purchase so-called "level-funded" plans (a variant of the self-funded plan), in which they make flat monthly payments to insurers but bear some responsibility for employees' health costs; such insurance, too, is not regulated by the Department. E5 (¶ 7); *see also* Paul J. Routh, *Welfare Benefits Guide* § 3:74 (2024). Other employers provide health care benefits for their employees that do not qualify as "insurance" — including "health care sharing ministries," and qualified small employer health reimbursement arrangements — and those forms of benefits, too, are not regulated by the Department. E5 (¶ 9); 215 ILCS 5/4(b) (exempting "arrangements between a religious organization and the organization's members or participants when the arrangement and

organization meet" specified criteria for a health care sharing ministry); *id*. § 122-1 (exempting entities "subject to the jurisdiction of . . . the federal government"). Still other employers purchase insurance products that are sold in and regulated by other States but are made available to certain out-of-state entities, and those products likewise are not generally regulated by the Department. *See id*. §§ 121-2, 121-2.05; E5 (¶ 8).

As part of its scheme regulating insurance products, Illinois law requires that Department-regulated products cover certain health services and devices. *See* 215 ILCS 5/356b-356z.71 (2022). For instance, all major medical insurance and health maintenance organization products in Illinois must cover pregnancy and newborn care, *id*. § 356z.40, colonoscopies, *id*. § 356z.48, mammograms, *id*. § 356g, and heart monitors, *id*. § 5/356z.34, to name a few. Certain types of risk-bearing entities have specific coverage requirements attached to their state licensure, such as health maintenance organizations, which must cover inpatient hospital care and emergency care. 215 ILCS 125/1-2(3) (2022). In that context, required services are described as basic health care services. *Id*. § 125/5-3(a), 215 ILCS 5-7 (2022), 50 Ill. Adm. Code 4521.130(e).

The Reproductive Health Act

Before 2020, Department-regulated insurance products rarely covered abortion care. E6-7 (¶ 20). Abortion care is critical for patients with high-risk pregnancies, those in need of care for miscarriages, or who otherwise face

heightened risk of maternal mortality. E66-67. Patients without insurance coverage for abortion care experienced unnecessary delays in receiving that care as they worked on securing the funds or, in some instances, ultimately did not receive that care at all. E72, 76, 81-83. Delays in obtaining care can increase costs of the procedures, change the availability of the procedure, and increase the health risks of the patient. E61. When patients enrolled in the State's Medical Assistance Program began receiving coverage for abortion care through an earlier enactment, E82, doctors began to see a reduction of inequities and barriers to obtaining quality abortion care for those patients, E75.

In order to address insurers' failure to provide coverage for abortion care in Department-regulated products, on June 12, 2019, the General Assembly enacted the Reproductive Health Act. P.A. 101-13. The purpose of the Reproductive Health Act was to, among other things, "establish laws and policies that . . . support access to the full scope of quality reproductive health care for all in our State." 775 ILCS 55/1-5 (2022). One of the ways in which the General Assembly sought to achieve this goal was by adding a provision to the Illinois Insurance Code — section 4a — that requires health insurance policies issued in Illinois (and thus regulated by the Department) that provide pregnancy-related benefits to also provide coverage for abortion care. 215 ILCS 5/356z.4a (2022); *see also* 215 ILCS 125/5-3(a) (including section 4a as a requirement to products offered by health maintenance organizations); 215

ILCS 165/10 (same for products offered by health services plan corporations); 215 ILCS 130/4003 (same for products offered by limited health service organizations).

Procedural and Factual Background

The Association's Complaint

As relevant here, in May 2021, the Association brought an amended complaint against the Department, claiming that section 4a violates its rights under the Illinois Religious Freedom Restoration Act, 775 ILCS 35/15. C191-205. The Association, a partnership of churches and missions affiliated with the Southern Baptist Convention, alleged that its sincerely held religious beliefs "forbid them from funding and providing employee health care coverage for abortion." C192. The Association alleged that section 4a imposes "coercive pressure" on it to either change or violate its religious beliefs. C201.

The Association sought a declaration that section 4a is unlawful and unenforceable as well as an injunction prohibiting the State from enforcing the abortion coverage requirements in section 4a against the Association and its health insurers. C204.

The Parties' Motions for Summary Judgment

Both the Department and the Association moved for summary judgment. The Department argued that section 4a did not substantially burden the Association's exercise of religion because the Association had the choice of purchasing comparable insurance coverage that excluded abortion

coverage but chose not to purchase it. C436-41. The Department also argued that even if section 4a imposed a substantial burden, the Association's claim under the Illinois Religious Freedom Restoration Act still failed because the State has a compelling interest in ensuring equitable abortion access and because it only applies to Department-regulated insurance products, not other forms of health insurance (including out-of-state products or self-insurance), it was the least restrictive means of furthering that interest. C441-44. The Department further argued that section 4a is the least restrictive way to achieve equitable abortion access because the scheme was cost-effective for premium payers, generally adding on average less than $2 per member per month. C444.

In its summary judgment motion, the Association argued that it demonstrated a substantial burden because its injury is clearly traceable to section 4a, C466-71, and because the "drastic option" of switching plans does not negate the burden imposed on it, C471-75. The Association further argued that there is no compelling interest nor is the law narrowly tailored because an exemption for religious organizations could have been written into the law. C479.

The undisputed facts from the evidence attached to the motions demonstrated the following.

The Association is a partnership of nearly 1,000 churches and congregations that work to advance the gospel in Illinois. E336. The

Association is affiliated with the Southern Baptist Convention, which has "historically upheld the sanctity of life in the womb." *Id*. The Association provides group health insurance to "more than 20" full-time employees. E337, *see also* E100, E322, C731. Two senior employees at the Association — Jeff Deasy, the administrative director of operations, and Nate Adams, the executive director — were principally responsible during the relevant timeframe for procuring health insurance for the Association and its employees. E137, 139, 141, 254, 265. Deasy was responsible for researching available options, and Adams ultimately decided which health insurance products the Association would purchase. *Id.* The Association has a board comprising 37 directors that could veto Adams's choice of health care, but the board has never done so. E254-55.

From at least 2010 until the end of 2018, the Association obtained health insurance for full-time employees through GuideStone, an entity affiliated with the Southern Baptist Convention that offers health insurance and retirement benefits. E50, 55, 143, 220, 268.[2] GuideStone is based in Dallas, Texas, but offers health insurance plans to out-of-state entities. E220-21. The Department does not regulate products issued by GuideStone. E6. The GuideStone plan that the Association obtained was offered through Highmark Blue Cross Blue Shield, which was different from Blue Cross Blue

[2] Joey Samuelson, the Association's insurance broker, testified that the Association had used GuideStone insurance products for 40 years before 2019. E100-01, 143.

Shield of Illinois but provided in-network coverage using the same providers as Blue Cross Blue Shield of Illinois. E101-02. The GuideStone policy did not provide coverage for abortion care. E102, 221.

Around July 2018, the Association began working with an insurance broker, Joey Samuelson, from Compass Insurance Partners in Illinois to find quotes for small group insurance. E103, 106, 140. Samuelson had been referred to the Association by a former employee who belonged to the same church as Samuelson. E275. Compass does not sell insurance products from companies based outside of Illinois, E97, and it is a competitor to GuideStone, E100, 149.

Around this time, the cost of GuideStone had increased due to the health of some of the Association's employees. E221, 272-73; *see* E168-69. Adams testified that they "were very happy at GuideStone for many years" but needed to "look for other cost[-]based alternatives." E231-32. Deasy testified that the Association switched from GuideStone to Compass to find the "best price" and to "still satisfy what Southern Baptist believes." E148. He noted that a broker like Samuelson can quote different insurance products, whereas GuideStone can only quote its own products. E145. Samuelson testified that when he first began working with the Association in 2018, the Association did not ask him to find a group health insurance plan that did not cover abortion. E103.

Around October 2018, the Association switched to an insurance plan offered by Blue Cross Blue Shield of Illinois. E274.[3] At the time, the Blue Cross Blue Shield of Illinois plan that the Association used did not provide coverage for abortion care. E226. Adams testified that when they switched to Blue Cross Blue Shield, the change "provided a significant cost savings" for "similar coverage." E232.

The following year, after the enactment of section 4a, the Association learned that its Blue Cross Blue Shield of Illinois plan would include abortion care as of January 1, 2020. E226. Adams testified that as a result of this change, the Association asked Samuelson to look for other health insurance options. E277-79, *see* E114. In October 2019, Samuelson informed Deasy that he had found two options that excluded abortion, but Adams testified that he believed that the Association ultimately did not qualify for these plans "because of [the] health situation of [its] employees or that they were too high risk or that they were cost prohibitive." E279-81. Samuelson testified that each year he also looked into level-funded coverage, E109, 117, but could not obtain a quote because of the health of the Association's employees, E111, 122. He testified that he obtained a quote for a level-funded plan one year, but it was "considerably more expensive." E112. The Association continued to use a

[3] Adams, as the corporate representative of the Association, testified that the Association switched from GuideStone to Blue Cross Blue Shield on October 1, 2018, E274, whereas Samuelson testified that this change occurred on January 1, 2019, E104-05.

small group plan from Blue Cross Blue Shield of Illinois for 2020 and 2021. E155, 277.

Sometime in 2021, the Association began considering different health insurance options because of a dispute between Blue Cross Blue Shield of Illinois and Springfield Clinic, a health care facility in Springfield, that would make that facility's providers out-of-network for the Association's plan. E171-72. According to Deasy, 60 percent of the Association's employees used Springfield Clinic, although Deasy agreed that there were other health care providers in Springfield that could provide services to the Association's employees. E171-72.

The Association then received a quote for a plan with GuideStone. E177. In an email sent to the Association's staff in November 2021, Adams wrote that "we are grateful that IBSA has again qualified for a proposal from GuideStone and Highmark Blue Cross/Blue Shield (in Texas), and we have come to the conclusion that their 'Health Choice Max' plan is the best option for both [the Association] and its employees going forward." E324-25, 176-77. Deasy testified he worked with GuideStone's representative to ensure that Springfield Clinic was in-network. E178. Like the Association's previous GuideStone plan, the plan would have excluded abortion coverage. E126.

A few days later, however, Deasy learned that Springfield Clinic would not be in-network with GuideStone, because that plan relied on the Blue Cross Blue Shield of Illinois provider network. E178, 330. The Association

subsequently searched for an insurance plan where Springfield Clinic was an in-network provider. Deasy ultimately recommended a plan offered by Health Alliance, a regional health insurer. E330. Deasy told Adams that the Health Alliance plan was "almost identical to the GuideStone plan," though the Health Alliance plan would cost the Association $6,278 more annually. *Id*. Deasy also noted that the Health Alliance plan has a $150 higher deductible than the GuideStone plan, does not have free Teledoc visits, and includes abortion care. *Id*. Adams agreed with Deasy's assessment to choose Health Alliance over GuideStone. E330, *see* E323.

Adams then emailed the staff and stated that "[t]his development has led us to reevaluate [the Association]'s options, and to determine that Health Alliance is now [the Association]'s best choice as a healthcare provider." E323. Adams further noted that the Health Alliance plan "is similar in benefits and structure to the 'Health Choice Max' plan through Highmark [Blue Cross Blue Shield] that we were moving toward until yesterday's news." *Id*. Adams also explained that "[s]ome of the reasons we had elected to move toward GuideStone and Highmark [Blue Cross Blue Shield] instead were its annual deductible was slightly lower, as was it annual premium, and Teledoc was provided at no additional cost." E323-24. But Adams concluded that "those factors are not relatively minor if Springfield Clinic is not in-network with Highmark [Blue Cross Blue Shield]." E324.

The Association began using the Health Alliance small group plan on February 1, 2022, and renewed the plan for 2023 and 2024. E107, 155, 294-95. At his deposition in February 2024, Adams testified that he heard that the Blue Cross Blue Shield network has reconciled with Springfield Clinic. E246; *see also* C434. Adams further testified that if Highmark Blue Cross Blue Shield through GuideStone offered "the coverage that we need at a price we can afford," he would consider switching if that plan "doesn't mandate abortion." E247.[4]

The Order Granting Summary Judgment to the Department

The circuit court granted the Department's motion for summary judgment and denied the Association's motion for summary judgment. C718-20. The court explained that proving a claim under the Illinois Religious Freedom Restoration Act requires "coercive pressure or significant restrictions that force individuals or entities to act contrary to their religious beliefs." C719. The court held that the Association's claim here failed as a matter of law because it has not demonstrated that section 4a "imposes the type of coercive choice necessary to establish a substantial burden." *Id*.

[4] Health Alliance has recently announced that it will no longer offer insurance products starting in January 2026. Health Alliance, Regional individual and group insurance plans discontinuing in 2026, https://bit.ly/3S1S7dJ (last accessed Apr. 30, 2025). This court may take judicial notice of information on websites and in public records. *Leach v. Dep't of Emp. Sec.*, 2020 IL App (1st) 190299, ¶ 44.

The court explained that the Association is "not mandated" to purchase health insurance that covers abortion and that the record showed "uncontested evidence that alternative insurance plans excluding abortion care are available" to the Association. *Id*. The court further noted that the 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." *Id*. The court thus concluded that "any claimed burden is self-imposed rather than a direct consequence" of section 4a. *Id*.

The Association appealed. C721-22.

ARGUMENT

I. This court reviews a summary judgment ruling *de novo*.

Where a case is decided on summary judgment, like here, the court's review is *de novo*. *Pielet v. Pielet*, 2012 IL 112064, ¶ 30. And "[w]hen parties file cross-motions for summary judgment, they agree that only a question of law is involved and invite the court to decide the issues based on the record." *Id.* ¶ 28.

II. The circuit court correctly determined that section 4a of the Code does not impose a substantial burden on the Association.

A. The Illinois Religious Freedom Restoration Act prevents the government from burdening the free exercise of religion only if that burden is substantial.

Under the Illinois Religious Freedom Restoration Act, the government "may not substantially burden a person's exercise of religion," unless it demonstrates that the application of that burden is in furtherance of a compelling governmental interest and is the least restrictive means of furthering that compelling government interest. 775 ILCS 35/15 (2022). This statute was passed in response to two decisions in which the United States Supreme Court declined to apply a similar compelling interest test in free exercise challenges to state laws. *Id.* § 10(a)(4)-(5). First, in *Employment Division v. Smith*, 494 U.S. 872, 878-82 (1990), the Supreme Court analyzed an Oregon law of general applicability that may have incidentally burdened religious exercise but declined to apply a compelling interest analysis and instead held that the law did not violate the Free Exercise Clause of the First

Amendment. And after Congress passed federal legislation seeking to restore a compelling-interest analysis to religious-burden claims, the Supreme Court held that Congress had exceeded its power over the States and thereby did not allow review of the state law at issue. *City of Boerne v. P.F. Flores*, 521 U.S. 507, 534-35 (1997). Thus, the Illinois General Assembly passed the Illinois Religious Freedom Restoration Act, permitting individuals to challenge state or local action that substantially burdens the exercise of their religious beliefs, and in doing so incorporating the compelling-interest test described above. *See* 775 ILCS 35/10(b)(1) (2022).

While the Illinois statute does not define a substantial burden, it codified the compelling-interest test set out in *Wisconsin v. Yoder*, 406 U.S. 205 (1972). 775 ILCS 35/10(a)(6) (2022). In *Yoder*, the Court held that a Wisconsin law requiring secondary schooling "carrie[d] with it a very real threat of undermining" the Amish religious practice because the plaintiffs were faced with a choice of "either abandon[ing] belief . . . or be[ing] forced to migrate to some other" area. 406 U.S. at 217-18. Illinois courts have adopted this view of what it means for state action to impose a "substantial burden" by requiring a plaintiff to "demonstrate that the governmental action prevents him from engaging in conduct or having a religious experience that his faith mandates." *Diggs v. Snyder*, 333 Ill. App. 3d 189, 195 (5th Dist. 2002) (internal quotations omitted). This is because the "hallmark of a substantial burden on one's free exercise of religion is the presentation of a coercive choice

of either abandoning one's religious convictions or complying with the governmental regulation." *Id*. (citing *Yoder*, 406 U.S. at 217-18).

Similarly, the Seventh Circuit has recently interpreted the federal RLUIPA statute, which likewise requires that a plaintiff show that a government action imposes a substantial burden on religious exercise, *see* 42 U.S.C. § 2000cc-2, and held that "a burden on religious exercise arises when the government puts substantial pressure on an adherent to modify his behavior and to violate his beliefs," *West v. Radtke*, 48 F.4th 836, 845 (7th Cir. 2022) (cleaned up). And in "assessing whether a burden is substantial," the court focuses "primarily on the intensity of the coercion applied by the government." *Id*. (cleaned up); *accord Spirit of Aloha Temple v. Cnty. of Maui*, 132 F.4th 1148, 1156 (9th Cir. 2025) ("[A] substantial burden on religious exercise must impose a significantly great restriction or onus upon such exercise.").

B. The record demonstrates that section 4a of the Code does not impose a substantial burden on the Association.

The circuit court correctly found that the Association cannot demonstrate that section 4a of the Code substantially burdens its religious beliefs. To the extent that section 4a of the Code — which only regulates insurance providers registered in Illinois, not employers like the Association — burdens the Association at all, that burden is not substantial. The record showed that the Association had the ability to purchase an insurance product after section 4a had gone into effect that did not cover abortion care, and yet,

the Association chose not to purchase this insurance product despite it being less expensive and otherwise "almost identical." E330. Thus, the Association cannot show that it has suffered any substantial burden as a result of section 4a, as the circuit court correctly held.

The record demonstrates that, as of at least 2021, GuideStone had offered the Association a plan that, among other things, "was almost identical" to the Health Alliance plan they ultimately chose, was $6,278 cheaper annually for the Association, and offered a lower deductible for its employees. E330. That alone shows that section 4a does not impose a substantial burden on the Association's exercise of its religious beliefs. *See Diggs*, 333 Ill. App. 3d at 195. The Association was able to purchase comparable health insurance for its employees that excluded abortion care coverage, and simply chose not to do so. As the circuit court reasoned, any burden the Association now shoulders in providing insurance to its employees that covers abortion care is a "self-imposed" one, not one traceable to section 4a. C719.

To be sure, the GuideStone policy that the Association declined to purchase for its employees did not, at the time, offer in-network care at Springfield Clinic, where many employees preferred to obtain care. *See* E171-72, 323. But that is insufficient to show a substantial burden. The health insurance market is complex, and employers often must make difficult choices between health policies that offer some but not all of the features that they would prefer. Indeed, the record evidence in this case reflects just that: Deasy

and Adams made a made a reasoned choice between the plans offered by GuideStone on the one hand and Health Alliance on the other, and abortion coverage was the last of ten factors that the two identified in choosing the two plans. *See* E330. There is no indication that the Association faced a "coercive choice" when making that decision. *Diggs*, 333 Ill. App. 3d at 195; *see also New Doe Child #1 v. Cong. of United States*, 891 F.3d 578, 590 (6th Cir. 2018) (substantial burden requires a showing of "more than a mere inconvenience" but rather that plaintiff has "no feasible alternative"). Instead, the Association had the choice to obtain a comparable policy that would have excluded abortion care, and chose instead to prioritize its employees' access to particular health care providers. That refutes the Association's claim that section 4a imposes a substantial burden on its religious beliefs.

Moreover, even if there were some question about section 4a's impact on the Association's decision which health insurance plan to purchase in 2021, there should be no question today that section 4a does not impose any burden, much less a substantial one, on its religious beliefs. Adams indicated at his deposition in 2024 that the dispute between Blue Cross Blue Shield of Illinois and Springfield Clinic had resolved, E246, and this was further confirmed by media articles cited in the Department's motion for summary judgment, C434.[5]

[5] *See*, *e.g.*, Springfield Clinic, Springfield Clinic and Blue Cross Blue Shield of Illinois Reach Agreement, https://www.springfieldclinic.com/our-community/news/springfield-clinic-and-blue-cross-blue-shield-of-illinois-reach-agreement (last accessed Apr. 8, 2025).

Thus, even if the availability of Springfield Clinic to the Association's employees as an in-network option was relevant to the analysis, the evidence shows that it is now once more in-network for Blue Cross Blue Shield plans, and so there should be no obstacle at all to the Association obtaining health insurance from GuideStone that is comparable to its Health Alliance plan but does not cover abortion care.

Simply put, the record demonstrates that the Association was able to purchase comparable health insurance that does not cover abortion care, but it elected not to do so. *See Petra Presbyterian Church v. Vill. of Northbrook*, 489 F.3d 846, 851 (7th Cir. 2007) (holding that a religious institution was not substantially burdened because it had imposed the burden upon itself by purchasing property in an area where it knew its special-use permit would be denied); *Livingston Christian Sch. v. Genoa Charter Twp.*, 858 F.3d 996, 1002 (6th Cir. 2017) (holding that there was no substantial burden where a religious institution had "ready alternatives" to carry out its mission). Given that, the circuit court correctly concluded that section 4a does not impose a substantial burden on the Association's religious beliefs.

C. The Association's arguments do not warrant reversal.

In its opening brief, the Association advances several arguments, but none employ the proper substantial burden standard, and none grapple with the record evidence that demonstrates that the Association had a clear choice

that would have allowed it to purchase coverage that did not include abortion care and yet chose not to do so. All of the Association's arguments fail.

First, and most broadly, the Association appears to assert that its religious beliefs are burdened as a matter of law by the imposition of any rule requiring Department-regulated insurance products to cover abortion care. *See* AT Br. 14, 16-17. The Association appears to suggest that the U.S. Supreme Court categorically held in *Burwell v. Hobby Lobby Stores, Inc.*, 573 U.S. 682 (2014), that "employers' religious beliefs are substantially burdened when forced by the government to provide contraceptive coverage to employees." AT Br. 16-17. But *Hobby Lobby* is easily distinguishable. The regulations challenged in *Hobby Lobby* both required large employers to offer health insurance to their employees and also required the insurance in question to cover services to which the employers asserted religious objections. 573 U.S. at 693-700. Section 4a looks nothing like that: It does not require any employers to provide health insurance, and it applies only to Department-regulated products, which employers are not required to purchase. *See supra* pp. 8-9. As a result, an employer in Illinois is not forced by section 4a to do anything, much less to provide coverage for abortion care; indeed, as the record here reflects, an employer can provide health insurance to its employees that does not cover abortion care, including by purchasing insurance products from out-of-state entities like GuideStone, *see* E330, self-insuring, or providing health care benefits not regulated by the Department, *supra* p. 6. In addition,

the Supreme Court in *Hobby Lobby* emphasized the "severe" financial consequences that would accompany failure to comply with the relevant regulation, *see* 573 U.S. at 720, but the Association faces no financial penalty at all for failing to comply with section 4a — since, again, section 4a applies only to insurers, not employers. *Hobby Lobby* thus has no bearing on this case.

And for the same reasons, the Association's reliance on two district court cases, *March for Life v. Burwell*, 128 F. Supp. 3d 116 (D.D.C. 2015) and *Wieland v. United States Dep't of Health & Hum. Servs.*, No. 4:13-CV-01577-JCH, 2016 WL 98170, at *2 (E.D. Mo. Jan. 8, 2016), AT Br. 22-24, which analyzed the same mandate at issue in *Hobby Lobby*, does not advance the Association's case. Because the mandate at issue there directly "require[d] them either to so participate, or to forego health insurance coverage and pay a penalty," *March for Life*, 128 F. Supp. 3d at 129, it is not at all comparable to the circumstances of the Association.

Second, the Association relies on a range of other federal cases that arise in different contexts and raise distinct legal issues. AT Br. 17-18, 20-24. These cases are irrelevant to the issues presented by this appeal.[6]

[6] The Association also briefly asserts that statutory provisions like section 4a are "rare," in that many States that have passed similar statutes permit religious employers to seek exemptions for abortion coverage. AT Br. 15-16. But not all States do so, as the Association acknowledges, *id.*, and regardless the Association identifies no way in which this is relevant to its claim under the Illinois Religious Freedom Restoration Act. The substantial burden inquiry is tailored to the organization, *see World Outreach Conf. Ctr. v. City of Chicago*, 591 F.3d 531, 539 (7th Cir. 2009), and thus the mere existence of a

Most of these cases consider whether certain employers have Article III standing to challenge certain state statutes in federal court. *See Cedar Park Assembly of God of Kirkland, Wash. v. Kreidler*, 860 F. App'x 542 (9th Cir. 2021); *Skyline Wesleyan Church v. Cal. Dep't of Managed Health Care*, 968 F.3d 738 (9th Cir. 2020); *Wieland v. U.S. Dep't of Health & Human Servs.*, 793 F.3d 949 (8th Cir. 2015). These cases are irrelevant on multiple grounds, most obviously because the Department does not challenge the Association's standing to bring this action, only whether the factual record here establishes that section 4a substantially burdens its religious beliefs. The Association protests that some of these cases use the word "burden" to explain why the plaintiffs in these cases had Article III standing, AT Br. 22-23, but these cases' passing use of that term has no bearing on the issue here, which is whether the Association established below that section 4a "prevents [it] from engaging in conduct or having a religious experience that [its] faith mandates." *Diggs*, 333 Ill. App. 3d at 195. As discussed above, the record does not support this showing.

The Association also cites *Foothill Church v. Watanabe*, 654 F. Supp. 3d 1054 (E.D. Cal. 2023), AT Br. 17-18, but that case has no bearing here, either. As the Association acknowledges, the plaintiffs in that case brought suit under the Free Exercise Clause, and so were not required to establish that the law in

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different regulatory scheme elsewhere does not inform whether a substantial burden has been imposed on the Association.

question substantially burdened the exercise of religion; rather, the plaintiffs simply had to show that the state statute was not a "neutral law of general applicability," triggering strict scrutiny. *See* 654 F. Supp. 3d at 1092-93; *see Emp't Div.*, 494 U.S. at 879. The Association asserts that the plaintiffs' success in that case means that its claim, too, must succeed, because it is "more challenging" to prevail on a free-exercise claim than on a claim under the Illinois Religious Freedom Restoration Act. AT Br. 17. But that is not correct: Plaintiffs asserting claims under the Free Exercise Clause simply must make a different showing than plaintiffs asserting claims under the Act, and so *Foothill Church*, too, has no bearing here.[7]

Third, the Association points to statements made by two legislators while the Act was pending in the Illinois General Assembly as evidence that the legislators believed that employers would be able to use the Health Care Right of Conscience Act to "opt out of" the requirements imposed by section 4a. AT Br. 5-6, 19. This argument is flawed for several reasons. First, the circuit court dismissed the Association's claim under the Health Care Right of Conscience Act earlier in this matter, concluding that the Association as an

[7] Similarly, the Association fleetingly cites *Cedar Park Assembly of God of Kirkland v. Kreidler*, 683 F. Supp. 3d 1172 (W.D. Wash. 2023), where a district court noted that a challenged law requiring certain employers to provide coverage for abortion services "could burden religion," but ultimately granted summary judgment to government defendants on a free-exercise claim. This passing statement does not help the Association satisfy its substantial burden inquiry here, and in any event, the Ninth Circuit recently vacated that decision, finding that plaintiffs had no standing in the first place. *Cedar Park Assembly of God of Kirkland v. Kreidler*, 130 F.4th 757 (9th Cir. 2025).

employer was not a "health care payer" within the meaning of that statute, C287-300 — a claim the Association has intentionally waived before this Court, *see* AT Br. 6 (the Association "chose" to not renew this argument on appeal). The Association cannot resuscitate that claim now.

To the extent the Association is arguing that these statements by legislators reflect the legislature's intent that employers would be able to opt out of any requirements imposed by section 4a under either section 4a itself or the Illinois Religious Freedom Restoration Act, those arguments also lack merit. If the Association thinks that section 4a itself requires the Department to consider employers' requests for exemptions, it has forfeited any such argument because it did not seek a declaration to interpret the language of 4a differently than the Department. *See People v. Scott*, 2015 IL App (4th) 130222, ¶ 30 (claims not raised below are forfeited). Regardless, even if a legislator's comments could be construed as suggesting that a burden might be imposed on some employer in the future if there is no opt-out provision — and that such an employer might be able to seek an exemption under the Illinois Religious Freedom Restoration Act, as the Association has — that does not help the Association *itself* show a substantial burden, given that the record here indicates it had other comparable insurance options.

Finally, the Association appears to contend that, even if the record does show that it had comparable insurance options that do not cover abortion, that

"does not negate the burden" placed on it by section 4a. AT Br. 25; *see id.* at 25-30. The Association is wrong on multiple levels.

First, many of the Association's arguments on this issue are irrelevant. The Association argues at length that there are disadvantages to many of the insurance options available to employers with religious objections, including self-insured plans. AT Br. 25-27. But the question on appeal is not whether, as a general rule, insurance products regulated by the Department are better or worse than forms of insurance that it does not regulate; it is whether the Association established below that section 4a imposes a substantial burden on *its own* religious beliefs by requiring it to "engag[e] in conduct" forbidden by its faith. *Diggs*, 333 Ill. App. 3d at 195; *see World Outreach Conf. Ctr.*, 591 F.3d at 539 ("whether a given burden is substantial" turns on context). The Association failed to make that showing, because the record shows that it had a comparable insurance option available to it that did not cover abortion care, but declined to avail itself of it.

The Association's arguments about the GuideStone plan itself, AT Br. 27-28, also lack merit. For one, the Association misunderstands the basis of the circuit court's opinion: The circuit court did not hold that the Association failed to show a substantial burden because GuideStone "*may eventually* have a suitable plan for" it, AT Br. 27 (emphasis in original); rather, the court held that the Association failed to show a substantial burden because GuideStone *had offered* a comparable plan, namely one that "was almost identical" to the

plan they ultimately chose, was $6,278 cheaper annually for the Association, offered a lower deductible for its employees, and did not cover abortion care. *Supra* p. 21. The Association thus does not have to wait until "2030, or . . . 2050," AT Br. 28, to purchase healthcare for its employees that meets its needs; it can do so today. And although it is true that the GuideStone plan treated preferred healthcare providers as out-of-network, that fact alone cannot entitle the Association to relief under the Illinois Religious Freedom Restoration Act: That statute entitles individuals and entities with religious beliefs to seek relief from "substantial burdens" placed on those beliefs, 775 ILCS 35/10(b), not to design the health insurance policy of their choice.[8]

The Association alternatively contends that section 4a imposes a substantial burden on it by denying it access to the same "robust market of insurers" as secular employers. AT Br. 27. But the only inquiry under the Illinois Religious Freedom Restoration Act is whether the government action "substantially burdens" religious exercise, not whether the plaintiff has the same ability to choose options offered to those who do not have sincerely held religious beliefs. *See World Outreach Conf. Ctr.*, 591 F.3d at 539 (explaining that plaintiff could only be substantially burdened "if there were no suitable alternative"); *see also New Doe Child #1*, 891 F.3d at 591 (plaintiffs did not

[8] The Association also invokes two Ninth Circuit cases that it says rejected "similar arguments." AT Br. 28. But, as discussed, *supra* pp. 25-26, these two cases rejected arguments that plaintiffs lacked Article III standing, an issue not present here.

establish a substantial burden by asserting that they are unable to use "their preferred means" of payment). Nor does the record establish that the Association is required to "find[] and exhaust[] loopholes" in Illinois law to obtain insurance coverage, AT Br. 29; rather, the record shows that the Association was able to obtain insurance not regulated by the Department, just as other employers do, and simply chose not to avail itself of that product. The circuit court correctly held that it therefore failed to show that section 4a imposes a substantial burden on its religious beliefs.

For this reason alone, the court should affirm the circuit court's grant of summary judgment to the Department on the Association's claim under the Illinois Religious Freedom Restoration Act. *See Perrier-Bilbo v. United States*, 954 F.3d 413, 432 (1st Cir. 2020) ("Because we find that [the plaintiff] failed to establish that the Government imposed a substantial burden on her exercise of religion, our RFRA analysis ends here.").

III. In the alternative, this court should find that section 4a furthers a compelling governmental interest and is the least restrictive means of doing so.

There is an independent basis for an affirmance here: the record also demonstrates that section 4a furthers a compelling governmental interest and is the least restrictive means of doing so, satisfying the government's burden under the Illinois Religious Freedom Restoration Act. 775 ILCS 35/15 (2022). Although the circuit court did not reach this issue, *see* C720, this court can

affirm "for any reason or ground appearing in the record," *Akemann v. Quinn*, 2014 IL App (4th) 130867, ¶ 21, and so can affirm the judgment on this basis.

Even if the Association could show a substantial burden on its religious beliefs (which it cannot), "any incidental burden on the free exercise of appellant's religion may be justified by a compelling state interest in the regulation of a subject within the State's constitutional power to regulate." *Sherbert v. Verner*, 374 U.S. 398, 403 (1963) (cleaned up); *cf.* 775 ILCS 35/10(a)(6) (adopting the test set out in *Sherbert*). Any burden here is justified by the State's compelling interest in eliminating inequity in abortion access by ensuring that abortion care is treated the same way as other basic health care services. And that compelling interest is furthered by the least restrictive means necessary because, as has been demonstrated here, entities like the Association, have a variety of insurance options at their disposal, and the additional costs that section 4a imposes on policyholders are minimal.[9]

[9] Although these arguments were developed in the circuit court, this court may also opt to remand to the circuit court to rule on this alternate ground in the first instance should it choose to disagree with the circuit court on its substantial burden ruling. *See Garrido v. Arena*, 2013 IL App (1st) 120466, ¶ 33 ("Because the circuit court did not rule on the alternative grounds raised in defendant's motions to dismiss, we think it is appropriate to remand this case so that the circuit court can consider and rule on each of those issues in the first instance.").

A. The State has a compelling interest in ensuring equitable access to abortion care and reducing barriers to such care.

Here, the undisputed evidence demonstrates that the State has a compelling interest in promoting equitable access to abortion care, and ensuring that individuals are able to receive such care without unnecessary barriers, economic or otherwise. In support of its summary judgment motion, the Department submitted documents considered by the General Assembly that described gaps in abortion coverage and established that equitable access to abortion coverage is important in Illinois. E61-88. In addition, individuals face these barriers when they already have private insurance. *See, e.g.*, E61-62, 71. This demonstrates that the State has a compelling interest in not only providing individuals with access to critical abortion care without concern for cost, but to having that care be treated as other basic health care services.

The purpose of the Reproductive Health Act was to, among other things, "establish laws and policies that . . . support access to the full scope of quality reproductive health care for all in our State." 775 ILCS 55/1-5 (2022). The legislative record demonstrates that abortion care is critical for patients with high-risk pregnancies, those in need of care for miscarriages, or who otherwise face heightened risk of maternal mortality. *E.g.,* E66-67. And often patients in vulnerable situations, such as those in abusive relationships or those who do not have the means to support a child, would like to safely access abortion care. E70-73.

Despite these needs, before the enactment of section 4a, abortion was not typically covered under Department-regulated insurance products. E6-7, 61. And for many patients, the costs associated with an abortion were beyond their ability to pay at the time. E61-62, 73. As a result, patients — who often had private insurance but without specific coverage for abortion care — experienced unnecessary delays in receiving that care or did not receive that care at all because they were unable to secure funds. E72, 76, 81-83. As one organization wrote, patients had been "faced with these costs simply because abortion is treated differently than other healthcare under current law." E61. The General Assembly thus concluded that it was necessary to ensure that abortion care was treated like other health services covered by Department-regulated insurance products so that Illinois patients had access to it on the same terms as other basic health care needs.

The Association did not refute any of this evidence below, and does not genuinely contest it on appeal. AT Br. 33-35. The Association instead offers a handful of arguments that fail to dislodge the Department's showing below. It argues, for instance, that Illinois does not have a compelling interest because 39 other States do not have similar laws, which according to the Association, means that they also do not have a compelling interest. AT Br. 34. But the legislative agenda of one State sheds no light on whether another State has a compelling interest in its own legislation. Indeed, "States may perform their role as laboratories for experimentation to devise various solutions" to

problems they face. *Coal. to Defend Affirmative Action v. Granholm*, 473 F.3d 237, 249 (6th Cir. 2006) (citing *United States v. Lopez*, 514 U.S. 549, 581 (1995) (Kennedy, J., concurring)). Moreover, whether a government interest is compelling is a question of fact, *Diggs*, 333 Ill. App. 3d at 194, and so the question before the court is the basis for the General Assembly's decision to enact section 4a (including the evidence the General Assembly considered in making that decision), and an inference based on a different States' decision not to enact legislation does not inform that inquiry. *See* E61-88.

The Association is also wrong to suggest that there is no compelling state interest here because it "is not enough . . . for the State to show that its law will close a small gap in abortion coverage." AT Br. 34. To begin, the State has never asserted, as the Association claims, that section 4a only closes a small gap. AT Br. 34. Rather, the evidence showed that, before section 4a's enactment, many private insurance plans did not cover abortion care, and now substantially all plans regulated by the Department do, E5, 82 — hardly a marginal increase. And as for the Association's claim that the Department has not offered evidence to show how section 4a will advance its compelling interest, AT Br. 35, that argument is belied by the record. As discussed above, *supra* pp. 33-34, the Department demonstrated why it was not only critical to broaden access to abortion care but to also do so in a way that ensures that such care is treated like any other basic health care service.

And to the extent that the Association is arguing that even if the State has a general interest in providing equitable access to medical treatment, the State has no interest in "forcing a small Baptist organization to pay for its employees' and their dependents' abortions," AT Br. 34, that argument is misplaced. Whether an interest is compelling is defined by the government's needs, not the challenger's individual characteristics. Indeed, this court, in analyzing the Illinois Religious Freedom Restoration Act, has recognized that governments may rely on "broad" compelling interests in justifying substantial burdens on exercise of religion, such as interests in enforcing zoning laws or maintaining a sound tax system. *City of Chi. Heights v. Living Word Outreach Full Gospel Church & Ministries, Inc.*, 302 Ill. App. 3d 564, 572 (1st Dist. 1998), *rev'd on other grounds*, 196 Ill. 2d 1 (2001); *see also Diggs*, 333 Ill. App. 3d 189 at 195 (promoting order, safety, and discipline was sufficiently compelling to confiscate a purportedly religious pamphlet). Likewise, the State's demonstrated interest in ensuring more equitable access to abortion care and treating that care as any other basic health care service satisfies the compelling interest inquiry set out under the Illinois Religious Freedom Restoration Act. *See* 775 ILCS 35/15 (2022).

The Association finally argues that the Department's position that the Association may seek insurance plans beyond those covered by section 4a means that the Department does not actually have a compelling interest in equitable access to abortion coverage. AT Br. 35. But that claim fails to take

into account that the Department does not regulate employers and does not regulate certain insurance products. *See, e.g.*, 215 ILCS 5/122-1 (Department does not regulate federal insurance products and self-funded products). There will thus necessarily be a gap between the universe of insurance products employers may choose and the universe of products covered under section 4a (*i.e.*, Department-regulated insurance products). The fact that the General Assembly regulated only to the extent of the Department's authority in enacting section 4a, and no farther, hardly undermines the State's compelling interest in broadening equitable access to abortion coverage for individuals. There is therefore no dispute here that the Department has demonstrated a compelling interest in resolving inequities in access to affordable abortion care and ensuring abortion care is treated like any other basic health care service.

B. Section 4a furthers this compelling interest in the least restrictive means available.

The Department also showed that section 4a is the least restrictive means of furthering the State's compelling interest. When looking whether a law is the least restrictive means of furthering a compelling interest, *see* 775 ILCS 35/15 (2022), courts look to whether there are "other means that would not impinge upon" a fundamental right. *Tully v. Edgar*, 171 Ill. 2d 297, 312 (1996). The government need not "do the impossible — refute each and every conceivable alternative regulation scheme," but rather "it must support its choice of regulation, and it must refute the alternative schemes offered by the challenger." *United States v. Wilgus*, 638 F.3d 1274, 1289 (10th Cir. 2011).

Here, section 4a is the least restrictive means to further the State's compelling interest for several reasons. To begin, the law does not regulate employers like the Association at all, but rather only provides that insurance plans regulated by the Department must provide coverage for abortion care if they provide pregnancy-related coverage. *See* 215 ILCS 5/356z.4a. But there are a number of types of insurance plans that are not subject to regulation by the Department, like self-funded or level-funded insurance products. E5. So, at the outset, section 4a's limited scope — reaching only insurance products regulated by the Department, and not (as in *Hobby Lobby* and other cases) all insurance products available to employers — illustrates that it is not unduly restrictive.

The availability of religious exemptions for insurers also illustrates that section 4a is not unduly restrictive. Insurance carriers that have religious objections to section 4a can seek exemptions under the Health Care Right of Conscience Act, *see*, *e.g.*, E429, and can in turn offer those insurance products that do not provide abortion coverage to employers like the Association. And, as evidenced by the Association's own dealings, employers with religious objections are not required to purchase products regulated by the Department, and instead may be able to purchase out-of-state insurance products that do not cover abortion care. E330.

Finally, the relatively minor cost associated with including abortion coverage in an insurance premium — historically, less than $2 per member per

month, E7 — means that section 4a imposes only a minor budgetary intrusion on those who pay premiums. This further demonstrates that section 4a is the least restrictive way to achieve equitable reproductive health access.

The Association's primary argument is that section 4a is not the least restrictive means of meeting the State's goals because it could have included an exemption for employers with religious objections. AT Br. 36. At least as applied to the Association, though, this argument is beside the point: The Association already has access to an insurance product that does not include abortion coverage, and so it does not need an exemption from section 4a to obtain one. *Supra* pp. 20-23. Regardless, the Association's argument rests on a misunderstanding of section 4a. As discussed, section 4a does not regulate employers, and in fact, the Department has no authority over employers like the Association, E5. In turn, employers like the Association are not obligated to buy any health insurance product that is regulated by the Department. *Id*. To the extent an insurance provider with conscience objections, who is subject to the Department's regulations, wishes to offer a product that excludes abortion care, they may do so under the Health Care Right of Conscience Act. *See, e.g.*, E429. But because the Association here is not subject to the law, and is not compelled to purchase any insurance product it objects to, it cannot show that the alternative it identifies would be as effective as section 4a while imposing fewer restrictions on its own religious rights. *See City of Chi. Heights*, 302 Ill. App. 3d at 572 (zoning ordinance was the least restrictive

means where plaintiff church was able to locate anywhere outside the area covered by the ordinance).

The Association's alternative proposals fare no better. It argues that the State could take on the cost of providing abortions, AT Br. 36, but such an undertaking by the State would be a hugely costly and burdensome endeavor. In contrast, the record here demonstrates that the cost passed on to premium payers is less than $2 per member per month. E8. Moreover, a direct payment approach by the State would fail to fully accomplish the State's compelling interest: ensuring that abortion care is treated in the same way as other basic health services. *See United States v. Christie*, 825 F.3d 1048, 1063 (9th Cir. 2016) (proposed means is not a proper alternative if it government could not achieve its compelling interest). The Association's comparison to Medicaid proves the point: although it is true that the State covers the cost of providing abortion care to individuals enrolled in the State's Medical Assistance Program, that is because such individuals are entitled to government-funded healthcare. That does not show that it would accomplish the State's objectives here to cover the cost of abortion care for the many individuals otherwise on private insurance plans. And if the State instead covered such care directly, as the Association suggests, patients who need urgent abortion care, *see* E67-68, would need to learn about a new government benefit, creating yet another barrier to access.

The Association alternatively suggests that the State could give tax incentives to abortion care providers or to patients so that they do not bear the costs of abortion themselves, AT Br. 36, but this fares no better. As an initial matter, the Association did not raise this alternative below, *see* C623, forfeiting its ability to offer it now, *see People v. Scott*, 2015 IL App (4th) 130222, ¶ 30 (claims not raised below are forfeited); *Smith v. Owens*, 13 F.4th 1319, 1326 (11th Cir. 2021) (government's burden is to respond only to alternative's proposed by challenger in the least restrictive analysis). But in any event, this proposed alternative challenge fails for the same reasons as the State bearing the cost itself — that it would not further the State's compelling interest in ensuring that abortion care is treated the same way as other basic health care services. Establishing a tax incentive for patients also would not further the State's goal of ensuring that patients are able to pay for the service at the time it is needed, not at some later date. E61-62 (explaining that many patients cannot meet the upfront costs associated with an abortion). The Association has thus failed to overcome the Department's showing that section 4a is the least restrictive means of furthering the State's compelling interest in ensuring that individuals can access abortion care in the same way as other basic health care services.

CONCLUSION

For these reasons, Defendant-Appellee Illinois Department of Insurance asks this court to affirm the circuit court's judgment.

Respectfully submitted,

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May 8, 2025

CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Ill. Sup. Ct. R. 341(a) and (b). The length of this brief, excluding the pages contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, and the certificate of service is 42 pages.

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CERTIFICATE OF FILING AND SERVICE

I certify that on May 8, 2025, I electronically filed the foregoing Brief of Defendant-Appellee with the Clerk of the Court for the Illinois Appellate Court, Fourth Judicial District, by using the Odyssey eFileIL system.

I further certify that the other participants in this appeal, named below, are registered service contacts on the Odyssey eFileIL system, and thus will be served via the Odyssey eFileIL system.

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Under penalties as provided by law pursuant to section 1-109 of the Illinois Code of Civil Procedure, I certify that the statements set forth in this instrument are true and correct to the best of my knowledge, information, and belief.

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