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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF HUMBOLDT
12

13
14 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

15 Plaintiff,

16 v.

17
18 **ST. JOSEPH HEALTH NORTHERN
CALIFORNIA, LLC; DOES 1-10,**

19 Defendants.
20
21
22

Case No. CV2401832

**PLAINTIFF THE PEOPLE OF THE
STATE OF CALIFORNIA'S REPLY IN
SUPPORT OF ITS MOTION TO
ENFORCE THE STIPULATION AND
ORDER AND OPPOSITION TO
DEFENDANT'S MOTION TO MODIFY
OR DISSOLVE THE STIPULATION
AND ORDER**

Date: August 29, 2025

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Judge: Hon. Timothy A. Canning

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TABLE OF CONTENTS

	Page
INTRODUCTION	7
ARGUMENT	9
I. The Stipulation and Order's Plain Terms Require That the People's Motion Be Granted	9
A. The Stipulation and Order's Plain Terms Require Enforcement	9
B. The Conditions of Consent Were Not, Sub Silentio, Incorporated into the Stipulation and Order	12
C. SJH's Attempts to Distinguish the People's Cited Authorities are Unavailing	14
II. The Court Should Not Modify or Dissolve the Stipulation and Court Order	16
A. There Are No Changed Facts That Warrant This Court Modifying or Dissolving the Stipulation and Order	17
B. The Stipulation and Order Reiterate SJH's Obligations Under California Law	17
1. The Stipulation and Order Are Consistent with the Care Required by the ESL	18
2. SJH's Policy Violates the Stipulation and Order and the ESL	19
3. The Stipulation and Order Properly Allow Physicians in an Emergency Setting to Render the Medical Determination	20
C. The Church Autonomy Doctrine Does Not Apply	22
D. Strict Scrutiny Does Not Apply to the Stipulation and Order	26
CONCLUSION	28

TABLE OF AUTHORITIES

Page

CASES

<i>Almont Ambulatory Surgery Ctr., LLC v. UnitedHealth Grp., Inc.</i> (C.D. Cal. 2015), 121 F. Supp. 3d 950	20
<i>Barendregt v. Downing</i> (1959) 175 Cal.App.2d 733.....	16
<i>Belya v. Kapral</i> (2nd Cir. 2022) 45 F.4th 621.....	23
<i>Burri Law PA v. Skurla</i> (9th Cir. 2022) 35 F.4th 1207	22, 23
<i>C.F. v. Capistrano Unified Sch Dist.</i> (C.D. Cal. 2009) 656 F. Supp. 2d 1190	27
<i>Cal. Physicians Service v. Aoki Diabetes Research Institute</i> (2008) 163 Cal.App.4th 1506.....	21
<i>Carma Developers (Cal.), Inc. v. Marathon Development California, Inc.</i> (1992) 2 Cal.4th 342	11
<i>Carr Business Enterprises, Inc. v. City of Chowchilla</i> (2008) 166 Cal.App.4th 14.....	15, 16
<i>Cath. League for Religious and Civil Rights v. City and Cnty of San Francisco</i> (9th Cir. 2009) 567 F.3d 595.....	27
<i>Central Coast Baptist Assn. v. First Baptist Church of Las Lomas</i> (2007) 171 Cal.App.4th 822.....	7, 14, 22, 26
<i>Citizens for Open Access to Sand and Tide, Inc. v. Seadrift Ass'n</i> (1990) 60 Cal.App.4th 1053.....	14
<i>Cnty of San Bernadino v. Mancini</i> (2022) 83 Cal.App.5th 1095.....	27
<i>Conlon v. InterVarsity Christian Fellowship</i> (6th Cir. 2015) 777 F.3d 829.....	25
<i>Dowling v. Farmers Ins. Exchange</i> (2012) 208 Cal.App.4th 685.....	9, 15
<i>Garrick v. Moody Bible Inst.</i> (7th Cir. 2024) 95 F.4th 1104.....	3, 23

TABLE OF AUTHORITIES
(continued)

	<u>Page</u>
<i>Gonzales v. Pacific Greyhound Lines</i> (1950) 34 Cal.2d 749	16
<i>Harris v. Spinali Auto Sales, Inc.</i> (1966) 240 Cal.App.2d 447	17
<i>Hay v. Scripps Mem Hosp</i> (1986) 183 Cal.App.3d 753	21
<i>Hollins v. Methodist Healthcare, Inc.</i> (6th Cir. 2007) 474 F.3d	25
<i>In re Marriage of Gilbert-Valencia & McEachen</i> (2023) 98 Cal.App.5th 520	10, 15
<i>In re Marriage of Hahn</i> (1990) 224 Cal.App.3d 1236	17
<i>Interstate Marina Dev. Co. v. County of Los Angeles</i> (1984) 155 Cal.App.3d 435	13
<i>Kentucky v. Beshear</i> (6th Cir. 2020) 981 F.3d 505	22
<i>Means v. U.S. Conf. of Cath. Bishops</i> (6th Cir. 2016) 836 F.3d 643	23, 24
<i>Mendly v. County of Los Angeles</i> (1994) 23 Cal.App.4th 1193	13
<i>Missionary Guadalupanas of Holy Spirit Inc. v. Rouillard</i> (2019) 38 Cal.App.5th 421	18, 19
<i>Our Lady of Guadalupe Sch. v. Morrissey-Berru</i> (2020) 591 U.S. 732	24
<i>People ex rel. Lockyer v. R.J. Reynolds Tobacco Co.</i> (2004) 116 Cal.App.4th 1253	11
<i>People ex rel. Mosk v. National Research Co. of Cal.</i> (1962) 201 Cal.App.2d 765	11
<i>Robinson v. Workers' Comp. Appeals Bd.</i> (1987) 194 Cal.App.3d 784	17

TABLE OF AUTHORITIES
(continued)

	<u>Page</u>
<i>Roman Cath. Archbishop of L.A. v. Super. Ct.</i> (2005) 131 Cal.App.4th 417.....	23
<i>Royce v. Bonta</i> (S.D. Cal. 2024) 725 F. Supp. 3d 1126.....	27, 28
<i>Scharon v. St. Luke's Episcopal Presbyterian Hosps.</i> (8th Cir. 1991) 929 F.2d 360.....	25
<i>Shaliehsabou v. Hebrew Home of Greater Wash., Inc.</i> (4th Cir. 2004) 363 F.3d 299.....	25
<i>Shaw v. Regents of University of California</i> (1997) 58 Cal.App.4th 44.....	12
<i>State of California v. Continental Ins. Co.</i> (2012) 55 Cal.4th 186	9
<i>Steinsmith v. Med. Bd. of Cal.</i> (2000) 85 Cal.App.4th 458.....	20, 21
<i>Tanner v. Title Ins. & Trust Co.</i> (1942) 20 Cal.2d 814	15
<i>United States v. Velazquez-Rubio</i> (9th Cir. 2006) 176 Fed. Appx. 860.....	26
<i>Western Pioneer Ins. Co. v. Estate of Taira</i> (1982) 136 Cal.App.3d 174.....	10
<i>Williams v. RGIS, LLC</i> (2021) 70 Cal.App.5th 445.....	26
<i>Yelp, Inc. v. Paxton</i> (9th Cir. 2025) 137 F.4th 954.....	27
<i>Zinski v. Liberty Univ., Inc.</i> (W.D.Va. 2025) 777 F. Supp. 3d 601	22, 23, 24
STATUTES	
Bus. & Prof. Code, § 2052.....	20
Bus. & Prof. Code, § 2400.....	20
Bus. & Prof. Code, § 17200, et seq.	11

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2
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27
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TABLE OF AUTHORITIES
(continued)

	<u>Page</u>
Bus. & Prof. Code, § 17203	11
Bus. & Prof. Code, § 17204	11
Civ. Code, § 1636	9
Civ. Code, § 1638	9, 16
Corp. Code, § 5917.5	13
Corp. Code, § 5923, subd. (h)	13
Emergency Services Law (ESL)	<i>passim</i>
Health & Saf. Code, § 1317.1, subd. (a)(1).....	18
Knox Keene Act	18
 CONSTITUTIONAL PROVISIONS	
First Amendment	<i>passim</i>

INTRODUCTION

At the outset of this case, the People and St. Joseph Hospital (SJH) reached a Stipulation guaranteeing that the women of Humboldt County would be able to access emergency abortion care when needed to save the life and health of patients. This Court thereafter entered an order, memorializing the parties' Stipulation. SJH now seeks to avoid its obligations under the agreement and the Court's order, upending the status quo that has protected patients since the inception of this case and putting the women of Humboldt County back in harms' way. SJH fails to articulate why the People should be deprived of the benefit of their bargain, which the parties mutually determined was necessary to protect pregnant patients experiencing emergency medical conditions. The Court should deny SJH's motion in its entirety, grant the People's motion, and confirm its prior order for three primary reasons.

First, stipulations are governed by contract law and, under black letter contract interpretation principles, the Court and the parties must adhere to the Stipulation's terms. SJH provides *no* legal basis that would relieve it of its obligation to perform. The Stipulation is unambiguous and reflects the parties' intent at the time of signing—neither of which SJH disputes. And it cannot demonstrate any circumstances that might warrant rescission.

Without any recognized basis in contract law to void the agreement, SJH pivots and contends—without support—that the Stipulation, sub silentio, incorporated the Conditions of Consent the Attorney General previously issued in connection with the sale of SJH. The Stipulation does not “clearly and unequivocally” reference the Conditions, the Conditions were not “called to the attention” of the parties at the time of entering the Stipulation, and the terms of the Conditions, especially with respect to SJH's perceived conflict between the Emergency Services Law (ESL) and the Ethical and Religious Directives (ERDs) are not known or easily available to the parties. Nevertheless, even assuming *arguendo* that the Stipulation and Order incorporated the Conditions, it would change nothing. The Conditions do not waive the Attorney General's future enforcement of the ESL. SJH's argument is contrary to the well-established rule that the State chief law officer cannot waive or relinquish its right to enforce the law.

1 **Second**, there are no changes in fact that warrant this Court to modify or dissolve the
2 Stipulation and Order. Nor are the Stipulation and Order contrary to law. Indeed, the Stipulation
3 and Order restate SJH’s obligations to: (1) provide abortion care when doing so is required by the
4 ESL; and (2) consistent with California’s bar on the corporate practice of medicine, allow doctors
5 to determine when a patient needs emergency care. Indeed, we now know that absent a clear
6 order from the Court, SJH will violate these statutory obligations. In support of its motion, SJH
7 put forward a written policy detailing when it will allow its physicians to terminate a pregnancy.
8 The policy provides that a doctor can only perform an abortion if the death of the woman and
9 child is otherwise “**certain.**” (Declaration of Dougal Hewitt (Hewitt Decl.) Ex. 1 at 3.) This
10 policy is flatly inconsistent with the obligations imposed on hospitals by the ESL. Accepting
11 SJH’s position would therefore not merely relieve them of the obligations they *voluntarily*
12 accepted at the outset of this case, it would give them carte blanche to ignore the ESL to the
13 detriment of their pregnant patients, setting a dangerous precedent for other hospitals throughout
14 the State.

15 **Third**, SJH seeks a second bite at the apple on its First Amendment claim—which this
16 Court already rejected. As the Court already concluded, the ESL is a neutral law of general
17 applicability and accordingly, the First Amendment poses no obstacle to enforcing the Stipulation
18 and the underlying statutes. SJH now asserts that the Court cannot adjudicate this case under the
19 Church Autonomy Doctrine. But Church Autonomy prohibits courts from interfering with
20 internal religious disputes or from ruling on questions of religious doctrine. The issue before the
21 Court via these motions present a straightforward question of civil law—contract interpretation—
22 that does not require the Court to weigh in on religious dogma or mediate sectarian disputes.
23 Church Autonomy is simply inapplicable under these circumstances. And while SJH also repeats
24 many of the same First Amendment arguments the Court previously overruled, it gives no reason
25 for the Court to reconsider its prior decision.

26 Dissolving the Stipulation and allowing SJH to impose its policy would have immediate
27 impacts on the lives and health of pregnant patients, especially given that SJH is now the *only*
28

option for the women of Humboldt. The Court should grant the People’s motion, deny SJH’s motion, and hold SJH to both California law and the obligations it voluntarily accepted.

ARGUMENT

I. THE STIPULATION AND ORDER’S PLAIN TERMS REQUIRE THAT THE PEOPLE’S MOTION BE GRANTED

A. The Stipulation and Order’s Plain Terms Require Enforcement

SJH ignores the most basic legal principle at issue here: Stipulations are subject to contract rules of interpretation. (*Dowling v. Farmers Ins. Exchange* (2012) 208 Cal.App.4th 685, 694 [“We interpret a stipulation, including a stipulation entered as a court order, in accordance with the ordinary rules of contract interpretation.”].) In analyzing stipulations, like any other contract, courts look first to the plain terms of the agreement. (Civ. Code, § 1638 [“The language of a contract is to govern its interpretation, if the language is clear and explicit, and does not involve an absurdity.”].) There is no ambiguity in the Stipulation: SJH agreed to “fully comply with California’s [Emergency Services Law],” and “[c]ontinue to allow its physicians to terminate a patient’s pregnancy. . . whenever the treating physician(s) determine in their professional judgment that failing to immediately terminate the pregnancy would reasonably be expected to: (i) Place the patient’s health in serious jeopardy; (ii) Result in serious impairment to the patient’s bodily functions; or (iii) Result in serious dysfunction of any bodily organ or part of the patient.” (Stip. at pp. 3-4.) SJH does not, and cannot, contend that the Stipulation and Order’s terms are ambiguous. (See also, *infra*, Section II.B.3.)

Nor can SJH credibly contend that the Stipulation does not reflect the parties’ intent at the time of execution. Under California law, the intent of the parties at the time of contracting controls its interpretation. (Civ. Code, § 1636 [“A contract must be so interpreted as to give effect to the mutual intention of the parties as it existed at the time of contracting, so far as the same is ascertainable and lawful.”]; *State of California v. Continental Ins. Co.* (2012) 55 Cal.4th 186, 195, as modified (Sep. 19, 2012).) The Stipulation unambiguously evidences a mutual intent of the parties at the time of execution to ensure that pregnant patients receive emergency healthcare, without regard to a contrary hospital policy. (Stip. at p. 3 [“WHEREAS, the Parties

1 *mutually desire* to ensure that pregnant patients receive adequate treatment for emergency
2 medical conditions, *based on the professional judgment of the treating physician*,” emphasis
3 added].) Moreover, in the Stipulation, SJH represented that it was *already* complying with the
4 Stipulation’s terms. (Stip. at p. 3 [SJH must “*continue* to allow its physicians to terminate a
5 patient’s pregnancy”, emphasis added].) The Court cannot now “create for the parties a contract
6 they did not make and cannot insert language that one party now wishes were there.” (*In re*
7 *Marriage of Gilbert-Valencia & McEachen*, (2023) 98 Cal.App.5th 520, 526.)

8 Unable to dispute the plain terms of the Stipulation, SJH resorts to arguing that the
9 Stipulation improperly interprets the ESL. SJH relies on a single case for this argument, *Western*
10 *Pioneer Ins. Co. v. Estate of Taira* (1982) 136 Cal.App.3d 174. (Opp’n at pp. 14-15.) There, the
11 court held a trial court erred when it went beyond the clear agreement of the parties. The parties
12 stipulated that the State was self-insured under the Insurance Code and that self-insured entities
13 were subject to the same obligations as a traditional insurer. (*Western Pioneer Ins. Co.*, *supra*, at
14 p. 182-83.) The trial court held that, based on the stipulation, the State had the obligations of a
15 traditional insurer. (*Ibid.*) On appeal, the court reversed, concluding that the trial court had
16 misinterpreted the stipulation “because the state’s attorney only stipulated as to the state being a
17 self-insurer within the meaning of . . . the Insurance Code.” (*Ibid.*) The court’s holding rested on
18 the interpretation of the stipulation between the parties, and does not stand for the proposition that
19 a stipulation must be confined to the terms of a statute. Nothing in *Western Pioneer* suggests that
20 a court can throw out an unambiguous stipulation simply because one side now disagrees with it.

21 SJH argues that the Attorney General’s interpretation of the Stipulation and Order is “based
22 on a misreading of the law” because it “reads obligations into the ESL that are neither stated nor
23 implied by its text.” (Opp’n at p. 14, citing *Western Pioneer Ins. Co.*, *supra*, at p. 183.) As
24 explained below, *infra* Part II. B., the Stipulation and Order only impose the same obligations as
25 previously existed under the ESL and California’s bar on the corporate practice of medicine.
26 Moreover, the agreement itself shows that, at the time of execution, SJH believed the Stipulation
27 was consistent with the ESL: SJH agreed to “fully comply” with the ESL, and to “[c]ontinue to
28 allow its physicians to terminate a patient’s pregnancy” under prescribed circumstances. (Stip. at

1 pp. 3-4.) Taken together, these terms are properly read as delineating the actions that the parties
2 mutually agreed would *ensure* SJH’s compliance with the ESL.

3 Even if it were true that the Stipulation goes beyond the ESL, which the People dispute,
4 SJH fails to present any *legal* basis why it should not be held to comply with the Stipulation’s
5 terms. Such detailed terms as conditions for compliance are commonly found in law enforcement
6 actions brought under the Attorney General’s authority to enforce the Unfair Competition Law
7 (UCL), Business and Professions Code section 17200, et seq. (Compl. at p. 4 [“The Attorney
8 General is authorized by Business and Professions Code section 17204 to obtain injunctive relief
9 to halt violations of, and enforce compliance with [the UCL].”].) As such, these injunctive terms
10 are consistent with the Court’s broad powers to fashion injunctive relief in UCL actions. (Bus. &
11 Prof. Code, § 17203 [“The court may make such orders or judgments. . . as may be necessary to
12 prevent the use or employment by any person of any practice which constitutes unfair
13 competition. . . .”]; *People ex rel. Mosk v. National Research Co. of Cal.* (1962) 201 Cal.App.2d
14 765, 772 [“[I]t would be impossible to draft in advance detailed plans and specifications of all
15 acts and conduct to be prohibited [under the UCL] since unfair or fraudulent business practices
16 may run the gamut of human ingenuity and chicanery.”, citation omitted].) Under SJH’s view,
17 parties can never be held to the terms of agreements they enter with the State for past violations
18 of law. That is not, and cannot, be the case. (*People ex rel. Lockyer v. R.J. Reynolds Tobacco*
19 *Co.* (2004) 116 Cal.App.4th 1253, 1265-66, as modified on denial of reh’g (Mar. 19, 2004)
20 [upholding express terms of settlement agreement between the State of California and tobacco
21 companies, despite First Amendment free speech challenge by tobacco companies].)

22 SJH has provided no explanation for why they should be excused from complying with the
23 unambiguous terms, which they freely and voluntarily agreed to with the support and advice of
24 competent counsel. (*Carma Developers (Cal.), Inc. v. Marathon Development California, Inc.*
25 (1992) 2 Cal.4th 342, 363 [“[C]ontracts when entered into freely and voluntarily shall be held
26 sacred. . . .”].) The People should not be deprived of the benefit of their bargain now.

1 **B. The Conditions of Consent Were Not, Sub Silentio, Incorporated**
2 **into the Stipulation and Order**

3 SJH argues that the People’s Motion to Enforce the Stipulation “ignores the conditions of
4 Consent” and the Court should construe the Stipulation and Order with reference to the
5 Conditions. (Opp’n at p. 11.) This is incorrect on several counts.

6 First, SJH once again ignores the rules of contract interpretation. For the terms of another
7 document to be incorporated into an agreement, the following conditions must exist: (1) the
8 reference in the agreement to the other document “must be clear and unequivocal”; (2) the
9 reference must be “called to the attention of the other party and he must consent thereto”; and (3)
10 “the terms of the incorporated document must be known or easily available to the contracting
11 parties.” (*Shaw v. Regents of University of California* (1997) 58 Cal.App.4th 44, 55.) None of
12 these conditions are met and indeed, SJH fails to even argue that they are. The term “Conditions
13 of Consent” does not appear in the Stipulation, clearly and unequivocally. (See Stip.) Indeed, it
14 does not appear at all. There is no reference to the “Conditions of Consent” called to the attention
15 of the People and thus the People did not consent. And, the terms of the Conditions of Consent
16 are not easily available to the contracting party where, as here, the People were not made aware of
17 Providence’s interpretation of the ERDs, especially as they apply in the emergency abortion
18 context. In short, under basic contracting principles, the Conditions of Consent are not
19 incorporated into the Stipulation.

20 Second, *even if* the Conditions of Consent were properly incorporated into the Stipulation—
21 which they plainly are not—the Conditions are not susceptible to the interpretation that SJH
22 advances. (Opp’n at p 11.) SJH argues that the Conditions of Consent “acknowledge[] that the
23 Hospital would comply with the ERDs,” and therefore the People’s motion should be denied.
24 (*Ibid.*) But merely acknowledging the ERD’s existence is not the same as acknowledgement that
25 SJH would interpret the ERDs in a manner that violated the ESL. Indeed, the Conditions of
26 Consent contain no explicit reference to the ESL, or emergency abortion services. (RJN Ex. 2.)

27 Third, SJH’s argument that the Conditions of Consent preclude enforcement of the
28 Stipulation is without merit. (Opp’n at p. 11.) SJH argues that the Conditions of Consent

1 implicitly preclude the ESL’s application to emergency reproductive healthcare at SJH because
2 the Conditions “acknowledg[e]” the ERDs. (*Ibid.*) But the Attorney General could not have
3 agreed to waive future enforcement of any law, including the ESL, implicitly or explicitly. Such
4 an agreement, if it existed, which it does not, would be void and unenforceable because “[a] state
5 is without power to enter into binding contracts not to exercise its police power in the future.”
6 (*Interstate Marina Dev. Co. v. County of Los Angeles* (1984) 155 Cal.App.3d 435, 448, citing
7 *U.S. Trust Co. of New York v. New Jersey* (1977) 431 U.S. 1, 23, fn. 20].) Such powers include
8 those that “are necessary for the general good of the public.” (*Mendly v. County of Los Angeles*
9 (1994) 23 Cal.App.4th 1193, 1204, quoting *Allied Structural Steel Co. v. Spannaus* (1978) 438
10 U.S. 234, 241.) The Attorney General’s enforcement of the ESL—a statute designed to ensure
11 that Californians are able to obtain emergency medical care—falls squarely within his powers to
12 protect “the general good of the public.” (*Ibid.*) Therefore, the Conditions of Consent did not,
13 and could not, prevent the Attorney General’s enforcement of the ESL, either through the
14 Stipulation or through this litigation, generally.¹ Adopting SJH’s argument would mean that the
15 Attorney General was prohibited from ever enforcing the ESL against SJH no matter how
16 egregious its conduct.

17 Finally, the constitutional avoidance doctrine does not require denying the People’s
18 enforcement motion. SJH argues that the “Court and the AG have an obligation to interpret laws
19 in a manner that is consistent with the constitutional conscience rights of the Hospital.” (Opp’n.
20 at p. 12.) But as this Court has already held, “[A]llowing a hospital that is fully able to care for a
21 patient to choose not to do so due to its religious doctrine would undermine the purposes of the
22 ESL.” (Ruling and Order on Demurrer, at p. 10.) Moreover, while SJH is correct that the
23 doctrine of constitutional avoidance cautions courts to “not decide constitutional questions where
24 other grounds are available and dispositive of the issues of the case,” the matter before the Court

25 ¹ Additionally, when reviewing non-profit hospital transactions, the Attorney General
26 considers whether a transaction will “create a significant effect on the availability or accessibility
27 of health care services in the affected community.” (Corp. Code, § 5923, subd. (h); see also Corp.
28 Code, § 5917.5 [AG cannot consent to non-profit hospital transactions “in which the seller
restricts the type or level of medical services that may be provided at the health facility.”].)

1 is enforcement of the Stipulation—a question of contract law that does not implicate religious
2 principles. (Opp’n at p. 12, citing *Santa Clara County Local Transportation Authority v.*
3 *Guardino* (1995) 11 Cal.4th 220, 230, as modified on denial of reh’g (Dec. 14, 1995).) The Court
4 may interpret the Stipulation, notwithstanding SJH’s religious affiliation, by applying the same
5 religiously neutral principles of contract interpretation that apply to all parties. (See *Central*
6 *Coast Baptist Assn. v. First Baptist Church of Las Lomas* (2007) 171 Cal.App.4th 822, 840-41
7 [court had jurisdiction to determine whether there had been a dissolution of church based on
8 interpretation of its constitution, bylaws, and rules of order].)²

9 The Conditions of Consent were not incorporated into the Stipulation, either explicitly or
10 implicitly, and cannot contravene the Attorney General’s duty to enforce state law. The Court
11 must accord the Stipulation a meaning consistent with its plain terms, which it should interpret
12 without reference to the ERDs.

13 **C. SJH’s Attempts to Distinguish the People’s Cited Authorities are**
14 **Unavailing**

15 SJH attempts to distinguish the authorities cited in the People’s motion with various
16 arguments—none of which are persuasive. At the outset, SJH argues that “in each of the . . . cited
17 cases [by the People], the parties clearly anticipated that the stipulations at issue were final.”
18 (Opp’n at p. 12.) First, to be clear, the Stipulation is final. There is no time limit or expiration
19 date on the face of the Stipulation. Indeed, the surrounding circumstances described in the
20 Stipulation—the labor and delivery unit of Mad River Community Hospital closing on October
21 31, 2024, “after which [SJH] will operate the only labor and delivery unit in Humboldt
22 County”—evidences an intent that it would apply indefinitely. (Stip. at p. 3.) Furthermore, SJH
23

24 ² For these same reasons, the Court should not modify or dissolve the Stipulation and
25 Order as a result of the Conditions of Consent. (Opp’n at pp. 17-18.) SJH’s argument that the
26 Stipulation and Order were a “private agreement,” (Opp’n at pp. 17-18), that the Attorney
27 General entered into “solely for his benefit,” is meritless. (Opp’n at p. 18, citing *Armendariz v.*
28 *Foundation Health Psychcare Servs., Inc.* (2000) 24 Cal.4th 83, 100.]) The Attorney General,
the State’s chief law officer, brought this action on behalf of the People of the State of California.
(*Citizens for Open Access to Sand and Tide, Inc. v. Seadrift Ass’n* (1990) 60 Cal.App.4th 1053,
1071 [Attorney General has broad powers derived from the common law relative to the protection
of the public interest].)

1 fails to provide any basis in law for a distinction between a “preliminary stipulation” and a “final
2 stipulation.” (Opp’n at p. 12.)

3 SJH’s further attempts to distinguish the authorities cited by the People are unavailing.

- 4 • In *Dowling v. Farmers Ins. Exchange* (2012) 208 Cal.App.4th 685, the court upheld
5 the parties’ stipulation as to the tolling of a statutory 5-year period to bring a case to
6 trial. (*Id.* at p. 694.) The court found that the tolling period after the date of the
7 stipulation, an issue that the stipulation was silent on, applied. (*Id.* at p. 696.) This
8 holding in no way “minimized the importance of its analysis of the stipulation,” as
9 SJH contends, without explanation. (Opp’n at p. 12.)
- 10 • SJH attempts to distinguish *In re Marriage of Gilbert-Valencia & McEachen, supra*,
11 because the stipulation at issue there was challenged on community property grounds,
12 whereas SJH “seeks to modify provisions in the Stipulation that exceed the statutory
13 authority for the Stipulation.” (Opp’n at p. 13, citing 98 Cal.App.5th 510.) First, there
14 is no basis to argue that the Stipulation “exceeds” the ESL; it requires SJH to follow
15 the law, which, based on the allegations in the People’s complaint, it did not do.
16 Second, SJH presents no reason why *In re Marriage of Gilbert-Valencia & McEachen*
17 should be cabined to its facts.
- 18 • The People cited *Tanner v. Title Ins. & Trust Co.* (1942) 20 Cal.2d 814, for the
19 proposition that “courts are not empowered under the guise of construction or
20 explanation to depart from the plain meaning of the writing and insert a term or
21 limitation not found therein.” (Mot. to Enforce, at p. 12, citing *Tanner* at p. 824.) SJH
22 argues that *Tanner* is inapposite because this Stipulation affects their “deeply held
23 religious principles.” (Opp’n at p. 13.) But there is no basis, from *Tanner*’s holding or
24 any case cited by SJH, to conclude that religious parties are entitled to special rules of
25 contract interpretation that allow them to void an unambiguous agreement.
- 26 • SJH argues that *Carr Business Enterprises, Inc. v. City of Chowchilla* (2008) 166
27 Cal.App.4th 14 is “irrelevant” because it involves a dispute over a stipulation to split
28 the cost of referee fees. (Opp’n at p. 13.) That the case involves a stipulation on

different facts does not make its legal holding less relevant: “When the language of a document is unambiguous, [courts] are not free to restructure the agreement.” (*Carr*, 166 Cal.App.4th at p. 30; Civ. Code, § 1638.)

In sum, the Stipulation is not “preliminary” and SJH’s attempts to distinguish the People’s authorities fall flat. SJH presents no legal reason why the Court should not adhere to the terms of the parties’ contract.

II. THE COURT SHOULD NOT MODIFY OR DISSOLVE THE STIPULATION AND COURT ORDER

A court may only modify or dissolve a stipulation in limited circumstances: when a party demonstrates fraud, misrepresentation, mistake of fact, excusable neglect, change of facts, or in the interests of justice.³ (*Gonzales v. Pacific Greyhound Lines* (1950) 34 Cal.2d 749, 755.) SJH argues that there has been material change of fact and that the interests of justice warrant modification or rescission of the Stipulation and Order. (Opp’n at p. 15.) Not so.

First, there is no material change of facts. Instead, it appears that SJH failed to do its due diligence before entering into the Stipulation. Such a failure is not a ground for this Court to modify or dissolve the Stipulation and Order.

Second, the interests of justice do not require rescission. The Stipulation and Order are consistent with SJH’s preexisting obligations under California law and indeed, SJH has made clear that without the Stipulation and Order it would implement a policy that would violate the ESL. There would be no justice in allowing SJH to implement an illegal policy that endangers patients. Nor are there any First Amendment concerns that justify modifying or dissolving the Stipulation and Order. The Church Autonomy Doctrine—which prevents secular courts from

³ At the outset, SJH misstates the applicable law and argues that the Stipulation and Order should be analyzed under the law governing preliminary injunctions. (Opp’n. at p. 15.) Not so. This Court did not hear or rule on the People’s preliminary injunction motion, nor did it issue a preliminary injunction. At most, withdrawal of the preliminary injunction was the consideration the People offered in exchange for SJH’s agreement to comply with the Stipulation. (*Barendregt v. Downing* (1959) 175 Cal.App.2d 733, 736 [“A valid stipulation must be supported by consideration, but where a stipulation has been presented to the court and acted upon by the parties it must be deemed to be supported by consideration.”].)

1 interfering in the internal affairs of religious organizations—has no bearing on what is
2 fundamentally a contract dispute or an action to enforce civil law. And as the Court has already
3 ruled, the ESL is a neutral law of general applicability that may be enforced notwithstanding any
4 burden on SJH’s religious exercise.

5 In sum, SJH fail to demonstrate that there is any basis for this Court to modify or dissolve
6 the Stipulation and Order.

7 **A. There Are No Changed Facts That Warrant This Court Modifying**
8 **or Dissolving the Stipulation and Order**

9 There has not been a material change in facts that warrants modification or dissolution of
10 the Stipulation and Order. (Opp’n at p. 15.) Bishop Vaca’s review of the Stipulation “after it was
11 entered” and determination “that the Stipulation violates the ERDs and must be modified” is not a
12 change in fact, but reflects SJH’s failure to fully investigate the facts before entering into the
13 Stipulation. (*Ibid.*) “When there is no mistake but merely a lack of full knowledge of the facts,
14 which, as here, is due to the failure of a party to exercise due diligence to ascertain them, there is
15 no proper ground” to set aside a stipulation. (*Harris v. Spinali Auto Sales, Inc.* (1966) 240
16 Cal.App.2d 447, 454; see also *In re Marriage of Hahn* (1990) 224 Cal.App.3d 1236, 1241
17 [affirming the trial court’s decision to uphold the parties’ stipulation as to the value of a house
18 because the “court cannot be faulted for a party’s failure to properly investigate or estimate the
19 value of an asset”]; *Robinson v. Workers’ Comp. Appeals Bd.* (1987) 194 Cal.App.3d 784, 791
20 [where parties “knew or should have known about the conflicting evidence before they entered
21 into the stipulation,” no grounds for withdrawal from stipulation].) The People should not be
22 deprived of the benefit of their bargain simply because SJH failed to do its due diligence.

23 **B. The Stipulation and Order Reiterate SJH’s Obligations Under**
24 **California Law**

25 As explained, *supra*, parties can and do enter into stipulations that go beyond the
26 requirements of the law. Such stipulations are perfectly permissible, including when entered into
27 with the People. SJH cites no authority for the proposition that parties (including the People)
28 cannot stipulate to terms that go beyond explicit legal obligations. Regardless, in this case, the

1 Stipulation and Order impose no new obligations on SJH. Rather, the Stipulation and Order
2 merely restate and specify SJH’s existing obligations under California law.

3 SJH argues that the Stipulation goes beyond the law because it requires: (1) the hospital to
4 allow abortion under certain circumstances; and (2) treating physicians, rather than the hospital
5 administration, to decide when emergency abortion care is necessary. Both arguments fail.

6 **1. The Stipulation and Order Are Consistent with the Care**
7 **Required by the ESL**

8 SJH argues that because the Stipulation specifically mentions “abortion,” it “goes beyond”
9 the ESL because the statute does not refer to any particular kind of care. (Opp’n at pp. 16-17.)
10 As argued above, *supra* I.A., the Stipulation does not go beyond the ESL, but merely delineates
11 the actions that the parties mutually agreed were necessary to ensure SJH’s compliance with the
12 ESL. The Stipulation and Order closely track the ESL’s mandates. The ESL requires that a
13 hospital provide “the care, treatment and surgery . . . necessary to *relieve or eliminate* [an]
14 emergency medical condition.” (Health & Saf. Code, § 1317.1, subds. (a)(1) emphasis added.)
15 And an “emergency medical condition” is any medical condition for which in “the absence of
16 immediate medical attention[,] could reasonably be expected to result in . . . (1) Placing the
17 patient’s health in serious jeopardy[;] (2) Serious impairment to bodily functions[; or] (3) Serious
18 dysfunction of any bodily organ or part.” (*Id.* at subd. (b).) As explained by Dr. Hedriana,
19 “[t]here are several medical and obstetric complications that need emergency termination of
20 pregnancy in the previable period as definitive treatment. . .” (Wallace Decl. Supp. Mot. to
21 Enforce, Ex. 4 at ¶ 36.) Under the ESL then, a hospital must perform an abortion where that is
22 the only treatment that will fully address an emergent situation.

23 SJH’s argument that the ESL “says nothing at all about abortions” (Opp’n at p. 17) has
24 been squarely rejected by the Court of Appeal. In *Missionary Guadalupanas of Holy Spirit Inc. v.*
25 *Rouillard* (2019) 38 Cal.App.5th 421, 433-34, petitioners complained that the Knox Keene Act
26 did not use the word “abortion.” The Court explained that the statutory scheme also “does not
27 specify that basic health care services include the setting of broken bones. Nevertheless, there is
28 no question that bonesetting is included under ‘physician services,’ ‘hospital inpatient services,’

1 ‘ambulatory care services,’ or ‘emergency health care services.’” (*Id.* at 434.) The Court
2 explained that the government is “not required to promulgate a regulation for every specific
3 service that falls within” a broad definition of covered care. (*Ibid.*) Indeed, the Court noted that
4 at the time of the case, there were “70,000 diagnosable medical conditions, and over 6,000
5 classified procedures for treatment—a list that changes with each new medical development.”
6 (*Id.* at p. 434 fn. 5.) This same reasoning applies to the ESL. Abortion care is no different than
7 any other form of medicine (*ibid.*): when it is the only treatment that can eliminate an emergency
8 medical condition, the hospital must provide it if its personnel and facilities are capable of doing
9 so.

10 2. SJH’s Policy Violates the Stipulation and Order and the ESL

11 To support its argument that the Stipulation infringes on its religious rights, SJH submitted
12 a letter from the Most Reverend Robert F. Vasa, Bishop of Santa Rosa, detailing when SJH may
13 terminate a pregnancy consistent with the ERDs. (Hewitt Decl. Ex. 1.) The letter states that SJH
14 is only permitted to perform an abortion where doing so is “the **only alternative to the certain**
15 **death of both** the mother and the child.” (*Id.* at 3, emphasis original and added.) SJH asserts that
16 the Bishop’s determination is binding on SJH and accordingly, the letter represents the SJH’s
17 policy. (Opp’n at p. 11.)

18 By its plain terms, this policy is inconsistent with the Stipulation and Order, and the
19 underlying ESL. As Bishop Vasa notes in his letter, the Stipulation—using language taken
20 verbatim from the ESL—requires hospitals to act whenever failing to do so would “[p]lace the
21 patient’s health in serious jeopardy” or would “[r]esult in serious impairment to the patient’s
22 bodily functions” or would “result in serious dysfunction of any bodily organ or part.” (Hewitt
23 Decl., Ex. 1 at p. 2.) According to SJH though, they are only permitted to terminate a pregnancy
24 in the face of “certain” death of both woman and child, contravening the Stipulation and ESL’s
25 mandate to act before a patient is at death’s door. Indeed, Bishop Vasa specifically contrasted the
26 two standards: “‘Result in serious dysfunction of any bodily organ or part of the patient’ versus
27 ‘the early induction of labor is the **only alternative to the certain death** of both the mother and
28

1 the child.” (*Ibid.*)⁴ Even absent the Stipulation, this is an admission by SJH that its hospital
2 policy violates California law: the ESL.

3 SJH’s position only underscores the need for the Court to grant the Motion to Enforce. It is
4 now clear that absent an order from this Court to enforce its prior Order and the parties’
5 Stipulation, SJH intends to impose a policy which is not only contrary to law but could result in
6 devastating, deadly consequences for the women of Humboldt. (Declaration of Herman
7 Hedriana, M.D., Supp. Reply & Opp’n to Mot. to Modify/Dissolve (Hedriana Decl.) ¶¶ 9-10.)

8 **3. The Stipulation and Order Properly Allow Physicians in an**
9 **Emergency Setting to Render the Medical Determination**

10 SJH argues that the Stipulation and Order go beyond California law because they require
11 the treating physician to make the ultimate determination of when an abortion is medically
12 necessary. (Opp’n at pp. 18-19.) Specifically, the Stipulation and Order provide that “the
13 treating physician[s] determine in their professional judgment that failing to terminate the
14 pregnancy would be reasonably expected to: (i) Place the patient’s health in serious jeopardy; (ii)
15 Result in serious impairment to the patient’s bodily functions; or (iii) Result in serious
16 dysfunction of any bodily organ or part of the patient.” (Stip. at pp. 3-4.) According to SJH, only
17 a governing board of a hospital, made up of non-medical professionals and religious leaders, may
18 determine what emergent medical treatments may be provided and under what specific
19 conditions. (Opp’n at pp. 18-19.)

20 SJH’s position is contradicted generally by the bar on the corporate practice of medicine.
21 In California, “corporations and other artificial legal entities shall have no [medical] professional
22 rights, privileges, or powers.” (Bus. & Prof. Code, §§ 2400, 2052.) The doctrine exists to ensure
23 the professional independence of physicians and prevent “a secondary and divided loyalty to the
24 patient.” (*Steinsmith v. Med. Bd. of Cal.* (2000) 85 Cal.App.4th 458, 466; *see also Almont*

25 _____
26 ⁴ Notably, it appears SJH mischaracterizes Bishop Vasa’s letter. SJH contends that
27 Bishop Vasa took issue only with the elements of the Stipulation that supposedly went beyond the
28 requirements of the ESL, such as “physician discretion regarding the types of procedures that may
be performed at the Hospital. . . .” (Opp’n at p. 11.) But the letter itself states that the central
objection is not to physician decision making, it is to the different thresholds for intervention—in
the face of a major threat to health versus “certain death.” (Hewitt Decl. Ex. 1 at 3.)

1 *Ambulatory Surgery Ctr., LLC v. UnitedHealth Grp., Inc.* (C.D. Cal. 2015), 121 F. Supp. 3d 950,
2 977 [“Courts have said that the ban on the corporate practice of medicine is intended to
3 ameliorate the evils of divided loyalty and impaired confidence” which accompany non-physician
4 control of medicine.”].) This prohibition applies with equal force to for-profit and non-profit
5 corporations because the fundamental danger of allowing non-doctors to make medical decisions
6 “attends all types of corporations.” (*Cal. Physicians Service v. Aoki Diabetes Research Institute*
7 (2008), 163 Cal.App.4th 1506, 1515-16.) While SJH may not directly employ the physicians
8 who are providing professional services, its insistence in mandating that the hospital’s governing
9 board make the final decision in an emergent situation places that decision in the hands of a
10 corporate entity rather than in the hands of physicians.

11 Consistent with the bar on the corporate practice of medicine and the ESL, the Stipulation
12 and Order mandate that only the treating physicians may determine when an emergency medical
13 condition exists, and allows them to (subject to patient consent) perform whatever treatments are
14 medically necessary. SJH argues for the untenable position that hospital administrators second
15 guess treating doctors’ decision—in an emergency situation—thereby delaying treatment.
16 (Hewitt Decl. Ex. 1 at p. 3.) Such a standard would not only violate the general ban on the
17 corporate practice of medicine; it would have catastrophic consequences for patient care.
18 (Hedriana Decl. at ¶¶ 9-10.)

19 To be sure, a hospital’s governing board may make broad determinations about the scope
20 of services and who may provide them. (*Hay v. Scripps Mem Hosp* (1986) 183 Cal.App.3d 753,
21 761-62 [Hospital policy requiring a physician to complete OB-GYN residency as condition of
22 performing D&C procedures was permissible]; *id.* at p. 761 [the discretion of hospital governing
23 boards are not absolute and must be set aside if “unlawful or contrary to established [public]
24 policy”].). Outside of the emergent circumstances covered by the Stipulation and Order, SJH
25 may make broad determinations related to their religious beliefs; none of SJH’s authorities speak
26 to emergencies where it is most important to respect the time sensitive judgment of
27 physicians. (*Steinsmith v. Med Bd.*, *supra*, 85 Cal.App.4th at p. 466 [corporate bar on practice of
28 medicine exists to protect the medical profession from meddling by non-doctors].)

1 **C. The Church Autonomy Doctrine Does Not Apply**

2 SJH contends that the Church Autonomy Doctrine bars the People from enforcing the ESL
3 in this case. (Opp’n at p. 20.) The Church Autonomy Doctrine, also known as Ecclesiastical
4 Abstention, provides that civil courts “may not adjudicate the correctness of an interpretation of
5 canonical text or some decision making relating to government of the religious polity.” (*Burri*
6 *Law PA v. Skurla* (9th Cir. 2022) 35 F.4th 1207, 1212, citing *Paul v. Watchtower Bible & Tract*
7 *Soc.* (9th Cir. 1987) 819 F.2d 875, 878, fn. 1.) The doctrine is intended to allow religious
8 institutions to determine “matters of church government as well as those of faith and doctrine”
9 free from secular interference. (*Zinski v. Liberty Univ., Inc.* (W.D.Va. 2025) 777 F. Supp. 3d 601,
10 648, quoting *Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in N. Am.* (1952) 344
11 U.S. 94, 116.)

12 As a threshold matter, Church Autonomy does not prohibit the Court from adjudicating a
13 contract dispute involving a religious organization. (*Central Coast Baptist Assn., supra*, 171
14 Cal.App.4th at pp. 840, 844 [even internal religious disputes may be resolved without offending
15 Church Autonomy when they present straightforward questions of secular contract
16 interpretation].) Accordingly, the doctrine poses no obstacle to enforcing the Stipulation and
17 Order.

18 SJH’s true argument seems to run deeper: SJH contends that because its policies on
19 abortion are rooted in the tenants of the Catholic Church, it cannot be held liable—either through
20 the Stipulation or through a final judgment on the merits—even if those policies contravene the
21 ESL and other California laws. (Opp’n. at p. 22 [enforcing the ESL would “impermissibly
22 invade[] the Hospital’s constitutional right to autonomy as a religious institution”].) SJH has for
23 the first time clearly announced its policy—that its physicians may only terminate a pregnancy
24 when doing so is the “**only alternative to the certain death** of both the mother and child.”
25 (Hewitt Decl. Ex. 1 at 3, emphasis original.) But in the next breath, SJH asserts that because this
26 policy is derived from its interpretation of the ERDs, the First Amendment puts it beyond the
27 reach of not only the Stipulation but California’s statutes. (Opp’n at p. 19 [“Catholic hospitals
28

1 must be allowed to apply the ERDs and...the Constitution demands deference to that autonomy. .
2 . .”].)

3 This position is not supported by the law. Church Autonomy “does not mean that religious
4 institutions enjoy a general immunity from secular laws.” (*Kentucky v. Beshear* (6th Cir. 2020)
5 981 F.3d 505, 510, quotation marks and citation omitted; *see also Belya v. Kapral* (2nd Cir. 2022)
6 45 F.4th 621, 630 [“simply having a religious association on one side of the ‘v’ does not
7 automatically mean a district court must dismiss the case”].) “Courts may exercise authority
8 when the resolution does not require inquiry into doctrinal disputes.” (*Garrick v. Moody Bible*
9 *Inst.* (7th Cir. 2024) 95 F.4th 1104, 1112; *see also Roman Cath. Archbishop of L.A. v. Super. Ct.*
10 (2005) 131 Cal.App.4th 417, 432 [Church Autonomy only applies where a Court must weigh in
11 on “internal church dispute[s] over religious authority or dogma.”].)

12 Both the underlying cross-motions and the Attorney General’s lawsuit presents a
13 straightforward and entirely secular question—do the conduct and policies of SJH comply with
14 SJH’s obligations under the Stipulation and California law? This is neither an “internal church
15 dispute” nor will it require this court resolve competing “interpretations of religious doctrine.”
16 (*Roman Cath. Archbishop of L.A. v. Super Ct., supra*, 131 Cal.App.4th at p. 432.) The Court does
17 not need to infringe on the internal workings of the church; it does not need to decide under what
18 circumstances the ERDs permit abortion; it does not need to determine whether SJH has correctly
19 interpreted the ERDs; and it does not need to decide whether the ERDs are the correct
20 interpretation of Catholic religious doctrine. Church Autonomy therefore poses no obstacle to
21 hearing this suit. (*Id.* at p. 432 [Church Autonomy did not bar criminal inquiry into sexual abuse
22 by Catholic priests]; *Burri Law v. Skurla, supra*, 35 F.4th at p. 1212 [Church Autonomy did not
23 apply to contract dispute with Catholic Church because the plaintiff was seeking “relief for the
24 harms [he] has suffered as a result of conduct engaged in by the Defendants, regardless of
25 whether the conduct was consistent with the governing law of the Church”, quotation marks and
26 citation omitted]; *Zinski, supra*, 777 F. Supp. at pp. 649-50 [Church Autonomy did not bar
27 employment suit where claims did not turn on whether the defendant “has properly interpreted its
28 religious doctrine”].)

1 SJH’s authorities undermine its argument that the Church Autonomy Doctrine immunizes
2 religiously motivated conduct. (Opp’n at pp. 19-20.) For instance, in *Means v. U.S. Conf. of*
3 *Cath. Bishops*, the plaintiff directly sued Catholic clergy, contending that the sub-standard care
4 she received at a Catholic hospital was a result of the ERDs. ((W.D. Mich. June 30, 2015) 2015
5 WL 3970046, at *2-3; *affd. Means v. U.S. Conf. of Cath. Bishops* (6th Cir. 2016) 836 F.3d 643.)
6 The court held that it could not resolve the case under Ecclesiastical Abstention because it would
7 need to decide whether the policies and conduct at the hospital were mandated by the ERDs. (*Id.*
8 at p. *13.) This would necessarily involve “[i]nterpretation of the ERDs, [which] is an
9 interpretation of Catholic theology, which the ecclesiastical abstention doctrine prohibits.” (*Ibid.*)
10 But the court held, while “[t]he Court must defer to religious institutions in their articulation of
11 church doctrine and policy, . . . the Court’s consideration of the legal duty of a physician to
12 provide adequate medical care is *not* a matter of church doctrine.” (*Id.* at *14, emphasis added.)
13 The same rationale holds true here—there is no need to decide whether SJH’s conduct is required
14 by the ERDs, only whether it is consistent with the Stipulation and California law.

15 Indeed, SJH’s arguments closely parallel those rejected by the court in *Zinski*. There, a
16 religious university fired an employee for being transgender; the university sought to dismiss the
17 suit on Church Autonomy grounds, arguing that the district court could not resolve the dispute
18 without passing judgment on the university’s interpretation of scripture. (*Zinski v. Liberty Univ.,*
19 *Inc., supra*, 777 F.Supp.3d at p. 649.) The court denied the university’s motion, concluding that
20 the “complaint asks the Court to determine whether Title VII prohibits a religious institution from
21 firing a transgender person, not whether a religious institution, like Liberty, has properly
22 interpreted its religious doctrine.” (*Ibid.*) There, as here, the complaint “proceeds in a civil
23 tribunal and invokes no form of law other than civil law” and Church Autonomy is no reason to
24 forego hearing the suit. (*Id.* at p. 650.)

25 SJH’s other authorities fare no better. (Opp’n at pp. 19-20.) *Our Lady of Guadalupe Sch.*
26 *v. Morrissey-Berru* concerned when an employee qualifies as a “minister” for purposes of the
27 ministerial exception to federal employment discrimination law. ((2020) 591 U.S. 732, 752.)
28 The ministerial exception holds that a religious institution’s selection or termination of

1 “ministers” is protected by the First Amendment and cannot be challenged under normal
2 employment discrimination statutes. (*Id.* at p. 737.) Though the ministerial exception grew out
3 of the Church Autonomy doctrine, it turns on whether a given employee is a minister or if they
4 serve secular functions. (*Id.* at pp. 747-48.) Neither *Morrissey-Berru* or any of the other
5 ministerial exception cases cited by SJH go beyond this narrow question of employment law,
6 much less stand for the proposition that Church Autonomy effectively immunizes any decision
7 made with religious motivation.⁵ Similarly, *Univ. of Great Falls v. NLRB* dealt with whether the
8 NLRB had the authority to intervene in the collective bargaining process at religious educational
9 institutions. ((D.C. Cir. 2002) 278 F.3d 1335, 1338-39.) The holding there was specific to the
10 facts at issue—how federal interference in the hiring and firing decisions at religious schools
11 might lead to excessive entanglement with religion—and does not advance the broader view of
12 Church Autonomy that SJH is asserting. (*Ibid.*)

13 SJH’s reliance on *Michell v. Helms and Corp. of Presiding Bishop of Church of Jesus*
14 *Christ of Latter-day Saints v. Amos* is even less convincing given that neither case addresses the
15 Church Autonomy doctrine. (See Opp’n at pp. 19-20.) *Mitchell* involved a challenge to federal
16 grant money being appropriated to religiously affiliated private schools; the Court held that the
17 First Amendment’s Establishment Clause did not prohibit public funds from flowing to religious
18 institutions under these circumstances. ((2000) 530 U.S. 793, 836 [federal grant program was
19 constitutional because it “does not have the impermissible effect of advancing religion” and did
20 not endorse any particular faith] (plur. opn.).) In much the same vein, *Amos* turned on whether a
21 particular statutory exception to federal employment law for religious institutions would
22 impermissibly advance religion under the Establishment Clause. ((1987) 483 U.S. 327, 330.)

23 In short, none of SJH’s authorities delineate the outer limits of the Church Autonomy
24 doctrine, much less hold that it should be expanded to shield conduct stemming from or

25 ⁵ SJH cites several more ministerial exception cases for the proposition that it is a
26 religious institution. (Opp’n. at p. 21, citing *Penn v. New York Methodist Hosp.* (2d Cir. 2018)
27 884 F.3d 416, 424-25; *Hollins v. Methodist Healthcare, Inc.* (6th Cir. 2007) 474 F.3d, 223, 225;
28 *Shaliehsabou v. Hebrew Home of Greater Wash., Inc.* (4th Cir. 2004) 363 F.3d 299, 310-11;
Scharon v. St. Luke's Episcopal Presbyterian Hosps. (8th Cir. 1991) 929 F.2d 360, 362; *Conlon v.*
InterVarsity Christian Fellowship (6th Cir. 2015) 777 F.3d 829, 834.) As these cases concern a
specific exception to employment law, they have no bearing on this case.

1 motivated by religious principles. The Court should reject SJH’s invitation to issue such an
2 opinion for the first time.

3 **D. Strict Scrutiny Does Not Apply to the Stipulation and Order**

4 SJH argues that this Court must evaluate the Stipulation and Order under strict scrutiny
5 because the Stipulation and Order infringe on SJH’s First Amendment rights. (Opp’n at p. 22.)
6 Once again, SJH cites no authority suggesting that a motion to enforce the unambiguous terms of
7 a contract reached through arms-length dealings by parties represented by counsel ought to be
8 evaluated under strict scrutiny. Without such authority, there is no reason to consider SJH’s
9 argument.

10 Even assuming such authority did exist, SJH is essentially asking this Court to reconsider
11 the arguments it recently rejected when it overruled SJH’s Demurrer. (Order on Demurrer at p.
12 10 [“The Court finds that the ESL is neutral as to religion and is a statute of general applicability.
13 . . . [T]he Court finds that the ESL is not an unconstitutional infringement of Providence’s right to
14 free religious expression.”⁶].) SJH gives no reason for the Court to revisit its decision. Only two
15 arguments merit a new response.

16 **First**, there has been no change in the governing law. Instead SJH boldly proclaims that
17 “there can be little doubt that a majority of the Justices [of the U.S. Supreme Court] would” rule
18 in its favor. (Opp’n at p. 22.) But SJH’s speculation as to how another tribunal *might* one day
19 rule is no substitute for binding, *current* precedent. (See *Williams v. RGIS, LLC* (2021) 70
20 Cal.App.5th 445, 454 [“We decline to disagree with binding California Supreme Court precedent
21 based on the possibility that a future United States Supreme Court decision will overrule [federal
22 precedent]”]; *United States v. Velazquez-Rubio* (9th Cir. 2006) 176 Fed. Appx. 860 [rejecting
23 “speculation” regarding the continued validity of a Supreme Court decision because “until
24 [precedent] is overruled by the Supreme Court, it controls”].) Indeed, in *Mahmoud v. Taylor*—a
25 case relied upon by SJH (Opp’n at p. 23)—the Supreme Court re-affirmed that “[u]nder [U.S.

26
27 ⁶ The Court also concluded that even if strict scrutiny applied, the ESL would survive
28 such an analysis because it serves a compelling governmental interest and is narrowly tailored to
serve those interests. (Order on Demurrer at p. 10.) SJH’s contentions otherwise (Opp’n at p. 25)
are the same as those this Court rejected on Demurrer and should be rejected again.

1 Supreme Court] precedents, the government is generally free to place incidental burdens on
2 religious exercise so long as it does so pursuant to a neutral policy that is generally applicable.”
3 ((2025) 145 S. Ct. 2332, 2360.) In *Mahmoud*, the Court explicitly held that it has only recognized
4 one narrow exception to this rule, namely policies which not only infringe on religious liberty, but
5 which *also* “substantially interfere with the religious development” of children. (*Ibid.*) This case
6 does not implicate the religious development of children, so until there is a change in the
7 governing jurisprudence, there is no reason for this Court to revisit its analysis.

8 **Second**, SJH has not and cannot show anti-religious animus. (Opp’n at pp. 22-23.) A
9 neutral law will be deemed unconstitutional if “the law or the process of its enactment . . .
10 demonstrate[s] hostility to religion.” (*Royce v. Bonta* (S.D. Cal. 2024) 725 F. Supp. 3d 1126,
11 1134, quotation marks and citation omitted.) SJH cannot meet this legal threshold. SJH’s sole
12 source of support is that the Attorney General called SJH’s policy “extremist” in a press release
13 announcing this lawsuit. (Opp’n at p. 24.) In context, this statement distinguished California’s
14 abortion politics from that of other states that ban the procedure. (RJN Ex. 4 at p. 2.) Moreover,
15 the First Amendment “is not a blanket prohibition on making any disapproving or hostile
16 statements.” (*C.F. v. Capistrano Unified Sch Dist.* (C.D. Cal. 2009) 656 F. Supp. 2d 1190, 1204;
17 see also *Yelp, Inc. v. Paxton* (9th Cir. 2025) 137 F.4th 954, 956 [the “commonplace stridency of
18 prosecutorial press releases” are not enough to show bad faith or animus].) For mere statements
19 to implicate First Amendment freedoms, they “must overwhelm [the law’s] secular dimensions.”
20 (*Cath. League for Religious and Civil Rights v. City and Cnty of San Francisco* (9th Cir. 2009)
21 567 F.3d 595, 605 [statements which “taken in isolation, may be said to convey disparagement
22 towards the Catholic Church” were not sufficient to show an outright motivation to
23 discriminate].)

24 SJH’s primary argument seems to be that the mere existence of this lawsuit is evidence of
25 discriminatory motive. (Opp’n at p. 23 [“the AG’s actions show that the government...is
26 intolerant of religion”].) But the fact that the Attorney General is enforcing the ESL against a
27 hospital that was violating the ESL is not evidence of discrimination—it is evidence that SJH was
28 breaking the law. (*Cnty of San Bernadino v. Mancini* (2022) 83 Cal.App.5th 1095, 1107

1 [rejecting claim of religious discrimination where nothing showed the government “enforced the
2 ordinance against appellants for a discriminatory reason. Rather, the evidence overwhelmingly
3 shows that County enforced the ordinance against appellants only because the County believed
4 (for good reason) that appellants had violated the ordinance”].) The “absence of a religious
5 exception to a law” is not the same as religious animus and SJH cannot accordingly show that
6 applying the Stipulation and Order would trigger strict scrutiny. (*Royce, supra*, 725 F.Supp.3d at
7 p. 1134.)⁷

8 CONCLUSION

9 This Court should enforce the Stipulation and Order and deny SJH’s motion to modify or
10 dissolve the Stipulation and Order.

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27 ⁷ SJH also claims that the Attorney General has sought to effectively blame SJH for Mad
28 River’s decision to close its maternity ward. (Opp’n at pp. 24-25.) This is a red herring. The
ESL applies—and would be enforced—regardless of Mad River’s actions.