

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ALBANY

THE ROMAN CATHOLIC DIOCESE OF ALBANY, et al.,

Plaintiffs,

-against-

**STIPULATION AND
ORDER**

**No. 02070-16
No. 07536-17**

ADRIENNE A. HARRIS, Acting Superintendent, New York State
Department of Financial Services, and NEW
YORK STATE DEPARTMENT OF FINANCIAL SERVICES,

Defendants.

This STIPULATION AND ORDER (“Stipulation”) is made by and between Plaintiffs the Roman Catholic Diocese of Albany; the Roman Catholic Diocese of Ogdensburg; Sisterhood of St. Mary; Catholic Charities of the Diocese of Brooklyn; Catholic Charities of the Diocese of Ogdensburg; St. Gregory the Great Roman Catholic Church Society of Amherst, N.Y.; First Bible Baptist Church; Our Savior’s Lutheran Church, Albany, N.Y.; Teresian House Nursing Home Company, Inc.; Renee Morgiewicz; Teresian House Housing Corporation; and Depaul Housing Management Corporation (“Plaintiffs”)¹ and Defendants Kaitlin Asrow,² Acting Superintendent of Financial Services, and the New York State Department of Financial Services (“Defendants”) (Plaintiffs and Defendants, collectively, the “Parties”), on this 16th day of January 2026.

¹ Two entities, Murnane Building Corporation and the Trustees of the Diocese of Albany, were plaintiffs at an earlier stage in these proceedings. Because their claims were disposed of in prior orders that neither entity appealed from, their claims are no longer at issue.

² At the time these proceedings were filed, the Superintendent of Financial Services was Maria T. Vullo who was later substituted for Superintendent Adrienne A. Harris. Acting Superintendent Asrow is deemed substituted under C.P.L.R. 1019.

WHEREAS, this matter entails two consolidated actions (the “Actions”), the first of which Plaintiffs commenced on May 4, 2016, by filing a verified complaint in Supreme Court, Albany County, Index No. 02070-16, and the second of which Plaintiffs commenced on November 21, 2017, by filing a verified complaint in Supreme Court, Albany County, Index No. 07536-17;

WHEREAS, Plaintiffs allege that a regulation promulgated by Defendants, 11 N.Y.C.R.R. § 52.16(o)(1), which provides that “[n]o policy delivered or issued for delivery in this State that provides hospital, surgical, or medical expense coverage shall limit or exclude coverage for abortions that are medically necessary,” violated Plaintiffs’ rights under the Free Exercise Clause of the First Amendment of the U.S. Constitution, among other claims³;

WHEREAS, the coverage requirement includes an exemption for a policy offered to an entity that qualifies as a “religious employer” as that term is defined by 11 N.Y.C.R.R. § 52.2(y);

WHEREAS, by Judgment (denominated “Decision & Order”) entered on January 10, 2019 (the “January 2019 Judgment”), Supreme Court granted summary judgment in favor of Defendants and dismissed the Actions;

WHEREAS, the Appellate Division, Third Department (“Appellate Division”), affirmed the January 2019 Judgment, and the New York Court of Appeals (“Court of Appeals”) dismissed Plaintiffs’ appeal as of right and denied Plaintiffs’ motion for leave to appeal the Appellate Division’s order, *see Roman Catholic Diocese of Albany v. Vullo*, 36 N.Y.3d 927 (2020);

WHEREAS, Plaintiffs petitioned the U.S. Supreme Court for a writ of certiorari, and, on November 1, 2021, the U.S. Supreme Court granted the petition, vacated the judgment, and

³ Plaintiffs’ other claims have been dismissed and are no longer at issue.

remanded to the Appellate Division for further consideration in light of *Fulton v. Philadelphia*, 593 U.S. 522 (2021);

WHEREAS, while the Actions were pending on remand, the New York State Legislature codified the regulation's abortion coverage requirement, including its "religious employer" exemption, *see* L. 2022, Ch. 57, pt. R, §§ 1-3 (codified at Insurance Law §§ 3221(k)(22), (l)(16)(E)(1); 4303(ss));

WHEREAS, on remand, the Appellate Division affirmed the January 2019 Judgment, and the Court of Appeals thereafter affirmed the Appellate Division's order, *see Roman Catholic Diocese of Albany v. Vullo*, 206 A.D.3d 1074 (3d Dep't 2022), *aff'd*, 42 N.Y.3d 213 (2024);

WHEREAS, Plaintiffs petitioned the U.S. Supreme Court for a writ of certiorari, and, on June 16, 2025, the U.S. Supreme Court granted the petition, vacated the judgment, and remanded to the Court of Appeals for further consideration in light of *Catholic Charities Bureau, Inc. v. Wisconsin Labor & Industry Review Comm'n*, 605 U.S. 238 (2025);

WHEREAS, due to developments that have occurred while the Actions have been pending, Plaintiff Sisterhood of St. Mary and Plaintiff Catholic Charities of the Diocese of Brooklyn each seeks to withdraw its free exercise claim without prejudice based on mootness;

WHEREAS, Plaintiff Catholic Charities of the Diocese of Brooklyn represents that, as of the date of this Stipulation, its claim has been rendered moot because it has created a self-insured plan for its employees, as authorized by 29 U.S.C. §§ 1001-1461, commonly known as ERISA, which is not subject to New York State regulation, including the challenged abortion coverage provisions, and Plaintiff Catholic Charities of the Diocese of Brooklyn does not reasonably expect that it will in the future want to obtain a health insurance policy subject to the abortion coverage requirement at issue;

WHEREAS, Plaintiff Sisterhood of St. Mary represents that, as of the date of this Stipulation, it is in the process of moving to a convent that is located out of state and will have no employees remaining in New York following its relocation, thus rendering its free exercise claim moot, and, upon relocation, Plaintiff Sisterhood of St. Mary does not reasonably expect that it will in the future want to obtain a health insurance policy subject to the abortion coverage requirement at issue;

WHEREAS, in the interest of avoiding continued litigation, the Parties have resolved and settled the matters at issue in this proceeding as set forth below;

WHEREAS, no party hereto is an infant, incompetent person for whom a committee has been appointed, or conservatee, and no person not a party has an interest in the subject matter of the Actions;

NOW, THEREFORE, the Parties, by and through their attorneys, hereby stipulate and agree, and the Court orders, as follows for purposes of conclusively resolving the Actions:

1. **Dismissal Based on Mootness for Two Plaintiffs.** The free exercise claim of Plaintiff Sisterhood of St. Mary and the free exercise claim of Plaintiff Catholic Charities of the Diocese of Brooklyn are hereby dismissed as moot without prejudice.

2. **Remaining Plaintiff Employers Deemed Religious Employers.** The remaining plaintiffs organizations—(1) the Roman Catholic Diocese of Albany; (2) the Roman Catholic Diocese of Ogdensburg; (3) Catholic Charities of the Diocese of Ogdensburg; (4) St. Gregory the Great Roman Catholic Church Society of Amherst, N.Y.; (5) First Bible Baptist Church; (6) Our Savior's Lutheran Church, Albany, N.Y.; (7) Teresian House Nursing Home Company, Inc.; (8) Teresian House Housing Corporation; and (9) Depaul Housing Management Corporation (each individually referred to as a “Plaintiff Employer”)—shall each be deemed a “religious employer”

solely for purposes of the abortion coverage requirement under 11 N.Y.C.R.R. § 52.16(o) and Insurance Law §§ 3221(k)(22) and 4303(ss).

3. **Terms of Group Policy for Plaintiff Employers.** As a religious employer, for purposes of the abortion coverage requirement under 11 N.Y.C.R.R. § 52.16(o) and Insurance Law §§ 3221(k)(22) and 4303(ss), any Plaintiff Employer obtaining for issuance or delivery in New York State a group or blanket policy that provides hospital, surgical, or medical coverage for its employees shall be subject to the following requirements with respect to medically necessary abortion coverage:

a. **Exclusion of Coverage for Plaintiff Employer.** Subject to paragraph 3(b) of this Stipulation, the Plaintiff Employer may obtain from the insurer, upon a written request that includes a copy of this Stipulation, a policy that excludes coverage for medically necessary abortions in accordance with 11 N.Y.C.R.R. § 52.16(o)(2) and Insurance Law §§ 3221(k)(22)(C) and 4303(ss)(4).

b. **Notice of Rider Availability to Certificate Holders.** If a Plaintiff Employer requests from an insurer a policy that excludes coverage for medically necessary abortions in accordance with paragraph 3(a) of this Stipulation, the insurer may issue such a policy if, and only if, the insurer provides notice to the certificate holders (i.e., the primary insureds) informing them that they may obtain directly from the insurer a rider that provides coverage for medically necessary abortions, at no premium to be charged to the certificate holder or the Plaintiff Employer in accordance with Insurance Law §§ 3221(k)(22)(c) and 4303(ss)(3) and 11 N.Y.C.R.R. § 52.16(o)(2). The notice shall further state that the certificate holder may obtain the rider by contacting the insurer directly and shall provide the insurer's contact information for requesting the rider.

Notwithstanding any contrary provision of law, a rider shall not be issued unless the certificate holder requests the rider.

c. **Terms of Coverage Rider:** In accordance with Insurance Law §§ 3221(k)(22)(c) and 4303(ss)(3) and 11 N.Y.C.R.R. § 52.16(o)(2), the rider shall provide coverage for medically necessary abortions subject to the same rules as would have been applied to the same category of treatment in the policy issued to the Plaintiff Employer, had that employer not been a religious employer. The rider shall clearly and conspicuously specify that the Plaintiff Employer does not administer medically necessary abortion benefits, but that the insurer is issuing a rider for coverage of medically necessary abortions, and shall provide the insurer's contact information for questions.

d. **Notice to the Department of Policy and Rider:** An insurer shall provide notice of the issuance of any policy and rider described in paragraph 3(a)-(c) of this Stipulation in accordance with the provisions of Insurance Law §§ 3221 and 4303.

4. **No Costs, Attorneys' Fees, or Other Expenses.** This Stipulation resolves the Actions without any payments, attorneys' fees, costs, or disbursements owing or due to any party as against any other.

5. **Release.** Except as set forth in paragraph 1 of this Stipulation, Plaintiffs, on behalf of themselves and their administrators, successors, and assigns (collectively, "Releasing Parties"), hereby release and discharge Defendants and the State of New York, together with their present and former agencies, authorities, commissions, departments, divisions, subdivisions, subsidiaries, administrators, principals, officers, employees, directors, members, agents, attorneys, insurers, and assigns, whether in an individual or official capacity, or any of them, or all of them (collectively, "Released Parties") from all manner of actions, proceedings, suits, grievances, injuries, debts,

obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that the Releasing Parties incurred in connection with the Actions up to and including the date of this Stipulation related to any and all rights, claims, causes of action, or grievances related to or arising out of the acts, transactions, occurrences, or omissions that are described, alleged, or contained in the Actions. Plaintiffs are not waiving or releasing any nonwaivable statutory protections.

6. **No Other Action or Proceeding.** Other than the Actions, Plaintiffs represent that they have not commenced, maintained, or prosecuted any action, charge, complaint, grievance, or proceeding of any kind that challenges the abortion coverage requirement at issue that is still pending against the Released Parties on Plaintiffs' own behalf or on behalf of any other person and/or on behalf of or as a member of any alleged class of persons, and that none of the foregoing is currently pending in any court or before any administrative or investigative body or agency. Plaintiffs acknowledge that these representations constitute a material inducement for Defendants to enter into this Stipulation.

7. **No Precedential Value.** This Stipulation shall not in any manner be construed as determinative of the merits of any issues or claims raised in the Actions or in any other pending or future action or proceeding and shall have no precedential value. Except as set forth in (i) paragraph 2 of this Stipulation, with respect to the status of the nine Plaintiff Employers identified therein as religious employers, (ii) paragraph 3 of this Stipulation, with respect to the requirements applicable to those nine Plaintiff Employers' group or blanket policies that provide hospital, surgical, or medical coverage for employees, and (iii) paragraph 5 of this Stipulation, this Stipulation shall not bind or collaterally estop the Releasing Parties or the Released Parties in any

other pending or future action or proceeding in which the same or similar issues are raised, from defending any and all issues raised in said action or proceeding, or from advancing any and all available claims or defenses.

8. **Authority.** Each signatory to this Stipulation hereby represents and warrants that the signatory has the requisite authority to enter into this Stipulation and has not previously assigned or transferred any rights or interests with respect to the matters covered by this Stipulation.

9. **Voluntary Agreement.** Plaintiffs represent that they have carefully read and fully understand all provisions of this Stipulation. Plaintiffs represent that they have executed and delivered this Stipulation voluntarily after being fully informed of its terms, contents, and effect, and Plaintiffs acknowledge that they understand those terms, contents, and effect. Plaintiffs additionally acknowledge that no compromise or representation of any kind, other than as set forth or referred to herein, has been made to any party or anyone acting on behalf of any party.

10. **Negotiated Agreement.** The Parties acknowledge that each party has cooperated in the drafting and preparation of this Stipulation. The language in all parts of this Stipulation shall be in all cases construed according to its fair meaning and not strictly for or against any party.

11. **Binding Effect on Successors and Assigns.** The terms and conditions of this Stipulation shall inure to the benefit of, and be binding upon, the successors and assigns of each party hereto.

12. **Entire Agreement.** This Stipulation constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and supersedes and embodies, merges and integrates all prior and current agreements and understandings of the parties hereto, whether written or oral, with respect to the subject matter of this Stipulation, and may not be clarified,

modified, changed, or amended except in a writing duly executed by the parties hereto or an authorized representative of the parties hereto.

13. **Counterparts.** This Stipulation may be executed in several counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument.

14. **Submission to the Court.** This Stipulation shall be submitted in the Actions, without further notice, in Supreme Court, Albany County, to be “So Ordered.”

15. **Withdrawal of the Appeal.** The parties agree that, within two (2) business days of this Stipulation being “So Ordered,” Plaintiffs’ counsel and Defendants’ counsel shall file in the Court of Appeals a stipulation of withdrawal of the appeal in accordance with 22 N.Y.C.R.R. § 500.8(a)(1) on the form attached hereto as Exhibit “A”.

WHEREFORE, the Parties hereto acknowledge that they have read this Stipulation and accept and agree to the provisions contained herein and have each executed this Stipulation to be effective on the day and date that it is “So Ordered.”

Dated: Albany, New York
January 15, 2026

LETITIA JAMES
*Attorney General of the
State of New York*

Attorney for Defendants

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Dated: New York, New York
January 15, 2026

NEW YORK STATE DEPARTMENT OF
FINANCIAL SERVICES AND ACTING
SUPERINTENDENT KAITLIN ASROW

By: Peter Dean
Peter Dean
General Counsel

Dated: New York, New York
January 16, 2026

TOBIN AND DEMPF, LLP

Attorney for Plaintiffs

By: Michael L. Costello
Michael Costello

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SO ORDERED:

Exhibit A

**COURT OF APPEALS
STATE OF NEW YORK**

THE ROMAN CATHOLIC DIOCESE OF ALBANY, et al.,

Plaintiffs,

-against-

ADRIENNE A. HARRIS, Acting Superintendent, New York State
Department of Financial Services, and NEW
YORK STATE DEPARTMENT OF FINANCIAL SERVICES,

Defendants.

**STIPULATION OF
WITHDRAWAL**

APL-2025-00157

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, for all the parties in the above entitled action that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above-captioned appeal before the New York Court of Appeals is withdrawn.

Dated: Albany, New York
January __, 2026

LETITIA JAMES
*Attorney General of the
State of New York*

Attorney for Defendants

By: _____
Dustin Brockner

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Dated: New York, New York
January 16, 2026

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