

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NATIONAL INSTITUTE OF FAMILY AND)
LIFE ADVOCATES, d/b/a NIFLA, a Virginia)
corporation; A DOOR OF HOPE)
PREGNANCY CENTER Inc.,)
a Delaware not-for-profit corporation;)

Plaintiffs,)

v.)

KATHY JENNINGS in her official capacity;)
As Attorney General for the state of Delaware)

Defendant.)

C.A. No. 1:25-cv-00173 RGA

PROPOSED CONSENT JUDGMENT

National Institute of Family and Life Advocates (“NIFLA”) on behalf of its members, and A Door of Hope Pregnancy Center Inc. (“Plaintiffs”), and Defendant Kathy Jennings, in her official capacity as Attorney General of Delaware (“Defendant”), share the mutual desire to resolve this action and to avoid protracted, expensive, and unnecessary litigation. Subject to this Court’s approval, Plaintiffs and Defendant (the “Parties”) stipulate to the entry of the following Consent Decree.

RECITALS

1. Plaintiffs commenced the above-referenced action (the “Action”) seeking declaratory judgment and injunctive relief against Defendant asserting that Delaware Code §§ 2501M–2503M (also known as SB 300), violates the First Amendment of the United States Constitution.

2. Defendant has enforcement authority respecting Delaware Code §§ 2501M–2503M.

3. Plaintiffs, by their attorneys, and Defendant, by her attorneys, desiring to resolve this Action against Defendant, and, having negotiated in good faith for that purpose, agree to this Consent Decree.

4. Defendant denies Plaintiffs’ allegations and does not admit that Delaware Code §§ 2501M–2503M is unconstitutional or otherwise unlawful, but consents to the entry of this Consent Decree solely to resolve this Action in light of *National Institute of Family and Life Advocates v. Becerra*, 585 U.S. 755 (2018).

JURISDICTION

5. The Parties consent to this Court’s jurisdiction over them and the subject matter of the claims in the Action and stipulate that venue lies in the United States District Court for the District of Delaware. This Court retains jurisdiction to modify this Consent Decree and enforce any action seeking to enforce the Consent Decree’s terms, whether an action for specific performance, contempt, or any other relief.

6. The Parties agree that any dispute concerning compliance with this Consent Decree shall first require the disputing party to meet and confer in good faith to resolve the dispute. Should the Parties remain unable to resolve the dispute on their own, the disputing party may request a compliance hearing with the Court to resolve the dispute within thirty (30) days of the meet-and-confer.

EFFECTIVE DATE

7. The effective date is the date this Court signs the Consent Decree.

INJUNCTION BASIS, TERMS, AND SCOPE

8. Delaware Code §§ 2501M–2503M took effect on March 26, 2025, requiring “limited services medical facilities” to post a compelled statement within their facilities and in all their advertising materials representing that they do not have a “licensed medical provider” (as defined by the statute) on staff directly supervising the provision of services.

9. The compelled statement required from Delaware Code §§ 2501M–2503M was almost identical to a required statement from a California law struck down by the United States Supreme Court in 2018. *Nat’l Inst. of Fam. & Life Advoc. v. Becerra*, 585 U.S. 755, 775 (2018) (holding that petitioners were “likely to succeed on the merits of their claim that the [California law] violates the First Amendment”). The parties submitted, and the Court entered, a status quo order on March 17, 2025, resolving the Plaintiff’s Motion for preliminary injunction by ordering that the Defendant shall not enforce Delaware Code §§ 2501M–2503M through the pendency of this case.

10. Based on the sworn facts stated in the Verified Complaint, the relevant provisions of the Constitution, *National Institute of Family and Life Advocates v. Becerra*, 585 U.S. 755 (2018), and other appropriate matters, the parties agree to entry of this Consent Decree, ordering such terms as are stated herein, is fair, adequate, and reasonable, and in the public interest.

11. Accordingly, the Court hereby declares that Delaware Code §§ 2501M–2503M is unenforceable and orders that Defendant, and Defendant’s officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, are permanently enjoined from enforcing Delaware Code §§ 2501M–2503M.

ATTORNEYS' FEES AND COSTS

12. Defendant shall pay attorney's fees and costs to Plaintiffs, made payable to Plaintiffs' counsel, Alliance Defending Freedom, 15100 N. 90th Street, Scottsdale, AZ 85260 (if mailed, please send "Attn: Kevin Theriot"), in the total amount of \$50,000. Plaintiffs and Plaintiffs' attorneys shall not seek additional attorney's fees or costs from Defendant arising from this Action under 42 U.S.C. § 1988 or any other provision of law.

13. In the event that the payment specified in Paragraph 12 of this Consent Decree has not been made by the one hundred twentieth (120th) day after a "So Ordered" copy of this Consent Decree is entered into the record by the Clerk of Court, interest on any part of the settlement amount not paid by the one hundred twentieth (120th) day shall accrue at the statutory rate prescribed by 28 U.S.C. § 1961, commencing on the one hundred twenty-first (121st).

AMENDMENTS AND GENERAL PROVISIONS

14. The failure to enforce any alleged violation of any term of this Consent Decree by the Plaintiffs shall not constitute or be deemed or construed to constitute any waiver of such violation or any other violation. No amendment to, change of, or suspension or waiver of this Consent Decree shall be binding or of any force or effect unless and until signed by the Parties or their authorized counsel and "So Ordered" by the Court.

15. Nothing in this Consent Decree shall be construed as precluding the Plaintiffs from initiating any action in state or federal court against Defendant for any unlawful conduct unrelated to the activities described in Paragraphs 8–11 or for being in non-compliance with this Consent Decree.

16. Nothing in this Consent Decree shall be construed to limit Plaintiffs from lawfully exercising their rights under the United States Constitution.

17. Except to the extent provided above, nothing in this Consent Decree shall be construed to limit or interfere with Defendant's enforcement of all applicable laws.

18. This Consent Decree operates as a final judgment in this matter for res judicata and all other purposes.

19. The terms of this Consent Decree shall bind the Parties and their successors in office, agents, servants, and employees, and those persons in action, concert, or participation with them who receive actual notice of this judgment by personal service or otherwise.

20. This Consent Decree embodies the entire agreement of the Parties.

IT IS SO ORDERED this 26th day of June, 2026.

/s/ Richard G. Andrews
UNITED STATES DISTRICT JUDGE

By their signatures below, the Parties consent to the entry of this Consent Decree.

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PRESTON LLC**

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**DELAWARE DEPARTMENT OF
JUSTICE**

/s/ Jennifer Kate Aaronson

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