

No. 22-60

IN THE
Supreme Court of the United States

CHURCH OF SCIENTOLOGY INTERNATIONAL, RELIGIOUS
TECHNOLOGY CENTER & CHURCH OF SCIENTOLOGY
CELEBRITY CENTRE INTERNATIONAL,
Petitioners.

v.

CHRISSIE CARNELL BIXLER, CEDRIC BIXLER-ZAVALA,
JANE DOE #1 & JANE DOE #2,
Respondents.

*On Petition For A Writ of Certiorari to the Court of
Appeal of California, Second Appellate District,
Division Five*

**MOTION FOR LEAVE TO FILE AND BRIEF OF
AMICI CURIAE BELIEVE INFORMATION
SOLUTIONS AND HEALTH INDEPENDENCE
ALLIANCE IN SUPPORT OF PETITIONERS**

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MOTION FOR LEAVE TO FILE BRIEF

Amici curiae respectfully move for leave to file a brief in support of the Petitioners and their Petition for Writ of Certiorari. The Religious Technology Center, the Church of Scientology Celebrity Centre International, and the Church of Scientology International consent to the filing, Mr. Masterson does not object, and the other parties have not taken a position on the request. All parties were provided with ten days' notice of the intent to file on August 12, 2022. Other Amici have also filed or will file briefs in this matter.

Amici in this case have strong interests in the subject matter of this case due to having certain faith and spiritual aspects incorporated into their otherwise secular work. They are not churches, but, due to their faith-based membership, could be subject to the precedent set below, as could other membership-type organizations.

The brief discusses issues and insights into the ramifications of the lower court's decisions that could impact organizations other than just churches alone. Amici respectfully submit that their perspective will aid this Court's deliberations. As these issues are serious and affect many organizations in America, the Amici respectfully request that this Court grant leave to file the Brief that follows.

CONCLUSION

Amici curiae request leave to file the following brief as it helps aid the Court in its deliberations and no parties have objected to its filing.

Respectfully submitted,

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Dated August 22, 2022

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INTERESTS OF THE AMICI CURIAE¹

Believe Information Solutions, Inc. (“Believe”) is a for-profit Utah Corporation that provides consulting and various professional services to individuals and entities, as well as conducting or promoting various initiatives aimed at improving one or more aspects of society. The purpose of Believe’s services and efforts is to help people believe in and pursue their divine potential to change the world, for good.²

The Health Independence Alliance (the “Alliance”) is a private member community of doctors, nurses, and other health practitioners who believe that the practice of health should be independent from corporate or other interests that may not always have a patient’s best interests at hand.³

Both Believe and the Alliance have private membership agreements for their members to join their organization or community. While neither Believe nor the Alliance requires commitment to worship of a particular God or Deity, both have statements of belief or faith that members make to join the organization or community, which include references to faith, the soul, and higher powers.

To best accomplish the shared beliefs and goals of both Believe and the Alliance, both have a system of

¹ No counsel for any party authored the amicus brief in whole or in part, and no person or entity other than amici, their members, or their counsel made a monetary contribution intended to fund its preparation or submission. Sup. Ct. R. 37.6. Ten days’ notice was provided on August 12, 2022.

² <https://www.believe.ventures/>

³ <https://healthindependencealliance.com/>

dispute resolution among those who join the community. As is the case with many arbitration agreements, Believe and the Alliance do not have a time limit on how long an agreement to arbitrate remains in effect after a member terminates the member's relationship with the community.

While Believe and the Alliance are not, in the way they operate or hold themselves out to the communities they serve, a church or religious sect, they may be confused as religious by others who interact with them. For example, Believe has been turned down for insurance coverage with an explanation that many insurance companies do not write insurance for "any religious centered groups."⁴

This common perception and interweaving of faith places Believe, the Alliance, and other similarly-situated groups in a position where their contracts are suddenly at risk of not being enforced under the reasoning adopted by the California Appellate Court.

Believe and the Alliance are submitting this Brief to the Court in support of the Petitioners and their Petition for Writ of Certiorari, as there is no basis in the law to treat a group that *is* religious or that *may* appear religious any differently than a group that is *not* religious. Their interests in the case lie in the significant uncertainty generated by the lower court's wide-sweeping declaration that could serve to negate otherwise valid contracts and upend the communities created through the interactions of those who believe in the principles shared among their members.

⁴ Email correspondence received by Believe on August 1, 2022 from an insurance agent.

SUMMARY OF THE ARGUMENT

Sam's West, Inc., popularly known as "Sam's Club," is a membership-only retail warehouse that requires arbitration for all aspects of its relationship with its members. Similarly, Microsoft requires arbitration in all its user agreements. Popular chains such as Chick-fil-A and Hobby Lobby are organizations with religious-leaning ideals. Believe and the Alliance pursue goals that might be classified as religious in nature, but they have no way of knowing based on the existing precedent. Under the reasoning adopted by the Court of Appeals below, the arbitration agreements of Sam's Club and Microsoft are safely intact, whereas the enforceability of the same agreements entered into by Chick-fil-A, Hobby Lobby, Believe, and the Alliance are now uncertain.

Treating contracts entered into by religious entities differently from contracts entered into by other entities is religious discrimination. Such a rule requires the courts to wade into the murky waters of classifying what is a religion and what is not a religion, something that courts have long eschewed as an inappropriate deep-dive into a protected realm.

The real gravamen of the issue appears to be that the appellate court below was bothered by the possibility that an arbitration provision could continue indefinitely, or that it could "eternal," as the court put it. The religious metaphor—i.e., "eternal" arbitration—obscures the real issue raised by the Court—i.e., how far and wide can arbitration provisions apply?

Regardless of whether arbitration provisions should be limited in scope or nature, this much is crystal clear under the Constitution and this Court's

existing precedents—religions (and organizations or groups with some faith-based aspects to them) should not be treated differently than those that are deemed to be neutral or not religious in nature. If courts have concerns regarding how far and wide arbitration may reach, courts should address those concerns neutrally, without singling out religion or faith-based groups.

Otherwise, any group that mentions faith, belief, divinity, the soul, or the like, is denied due process as they have no way of knowing at the time of contract execution whether the other party can later renege on the contract due to a change of 'belief. As such precedent greatly undermines the contractual foundation that is the basis for so much of our economy and interactions, as well as forming the basis of the freedom of association, this Court should grant the Petition for Certiorari and issue a ruling that restores a uniform—and neutral—rule of law.

ARGUMENT

While lovers, friends, and families have ruminated for centuries on how to form eternal relationships that transcend the physical, arbitration agreements are apparently the key to forming such ‘eternal’ relationships, at least based in the reasoning of the California Appellate Court below.

For present purposes, there are three key issues interwoven into the California Appellate Court’s decision:

1. The court below seemed to believe that church members need the right to leave the faith, and that an indefinite arbitration agreement creates an impermissible “eternal” relationship between the member and the church by not allowing the member to ever truly leave the faith.
2. The court below seemed troubled by the notion that an unforeseen tort, arising years after the member has left the church, could be the basis for arbitration.
3. The court below held that private contracts could be overturned on the change of faith of one of the contracting parties if the price was too high for the exchange. While not expressing how far this right could go, it was held applicable to an arbitration provision due to the judgment cast on the value of the religious aspects of the exchange.

Each of these concerns do not give rise to valid justifications to enter a holding that treats religious entities different from other entities. These concerns will be addressed in the same order below.

1. Contracts Can, and Often Do, Create An ‘Eternal’ Relationship

People often define their relationship through contracts, contracts that include provisions about what happens if the relationship ends. In other words, parties often agree – when they get along – about what they will do when they no longer get along, which means that the contract they signed can control all of their future interactions, thus making it ‘eternal’ in nature.

While there are many potential terms to consider that make certain aspects of a relationship ‘eternal’, Courts have recognized that parties to an agreement may agree as to terms and conditions that apply even if the relationship sours. Prenuptial agreements are strongly enforced in many states, including in California.⁵ Business partnership agreements can set forth terms and conditions related to forced buyouts, falling out of partners, and other separation scenarios.⁶ Agreements will often state who pays attorney’s fees, no matter how far into the future a matter arises.

In this light, it is helpful to evaluate the Church of Scientology’s arbitration agreement with other fairly standard arbitration agreements. For example, Sam’s Club employs an “eternal” arbitration provision. Sam’s Club’s terms and conditions state:

⁵ See, e.g., *In re Marriage of Pendleton & Fireman*, 5 P.3d 839 (Cal. 2000) (holding that premarital agreements can even waive spousal support obligations).

⁶ See, e.g., *Stephenson v. Drever*, 947 P.2d 1301 (Cal. 1997) (resolving details necessary to enforce a buy-sell agreement that dealt with termination of employment).

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, **ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND SAM'S CLUB, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY**, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT SAM'S CLUB AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY (emphasis added, all caps in original)⁷

Likewise, Microsoft's terms and conditions state:

[For disputes], you and we **agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** (emphasis in original)⁸

For the avoidance of any doubt as to how broad the arbitration agreement is, Microsoft expressly states that "The term 'dispute' is as broad as it can

⁷ <https://www.samsclub.com/content/terms-and-conditions> §X.A.

⁸ <https://www.microsoft.com/en-us/servicesagreement/default.aspx> §15.

be” and includes “...any legal theory including contract, warranty, **tort**, statute, or regulation...”⁹

If the California court is really inferring that a \$3 hot dog or food item at Sam’s Club or an individual’s use of Skype might be worth the price of “eternal” arbitration, but that the ability to participate in a religious service is not, then individual Americans have lost one of the most basic rights in existence – the right to value for themselves what they choose to do or pursue with their time or money.

What if the Church of Scientology had done something non-religious in nature, such as sell a package of hot dogs similar to Sam’s Club? Could the Church then have an ‘eternal’ arbitration provision like others in commerce? Or would the church still be denied equal treatment?

A. Contracts, Faith, and Private Associations Are All Affected

A contract is naturally faith-based in nature. At its core, a contract is formed, generally, when two or more parties ‘believe’ that it will be beneficial for them. If a person believes that a contract will be profitable, the person may elect to sign it. If a party believes that a product will be useful, the party may sign an agreement to purchase the product.

It is common for parties to change their minds after signing a contract. Oftentimes, their needs, desires, beliefs, or the like may shift. However, even with these changes, the courts do not permit parties to just walk away without legal repercussions, even if

⁹ *Id.* at §15.a.

they no longer believe that the contract is good for them.

Interestingly, the court below interjected a unique escape hatch that will possibly affect contract validity in both the religious and secular realm. The court held that individuals, in a private contract scenario, have the right to be free of a contractual obligation if they later change their faith or beliefs. *Bixler v. Superior Court* Case No. B310559, 2022 WL 167792, p. 22, 36 (Cal. Ct. App. Jan. 19, 2022).

This naturally begs the question of how faith-based one must be to be affected by the lower court's holding. Does the holding only apply to groups that call themselves a church, or does the First Amendment right discussed in the lower court's ruling to change beliefs apply to other faith-based organizations as well?

There are not answers to these questions at this time, but plainly various groups and organizations could be significantly impacted by this decision. For example, private member associations ("PMA" or "PMA's") are growing throughout America, and the Church of Scientology has a similar membership system as it requires a contract to join. Sam's Club requires a membership and arbitration to shop there for most items¹⁰, religious health shares, such as Zion Health, require membership and a statement of

¹⁰ There are a few items at Sam's Club that can be accessed without a membership, but in general, a membership is required https://help.samsclub.com/app/answers/detail/a_id/241/~membership-required

shared belief to join¹¹, and private communities have long associated together through contracts, including even with HOA's. Each PMA is based on the underlying notion that contracts and private agreements should control, regardless of a party's future beliefs.

For PMA's, organizations that are faith-based, churches, and the like, if the Court does not grant the Petition for Writ of Certiorari in this case, then many of these organizations will face a dilemma in how to structure their contracts with their members.

Private parties have long been able to waive many constitutional and other rights, including, even, the right to petition in court for a redress of grievances. *See, e.g.*, 9 U.S.C §1 *et seq.*; *Madden v. Kaiser Foundation Hospitals*, 552 P.2d 1178 (Cal. 1976) (enforcing arbitration in an agreement signed by an agent and without a specific reference to waiving the constitutional right to a jury trial). The lower court here, however, appears to say, essentially, that it is fine to waive the right to appear in court if a party is purchasing a \$3 product from Sam's Club¹², or using

¹¹ <https://zionhealth.org/member-guidelines/> (stating that "Zion HealthShare affiliates itself with, and considers itself accountable to, a higher power")

¹² Sam's Club arbitration provisions would apply regardless of the value of the purchase. In fact, Sam's Clubs terms and conditions apply even for just one visit to the website. <https://www.samsclub.com/content/terms-and-conditions> §1 (stating that "Your use of the Site constitutes your agreement to follow and be bound by these Terms").

Skype just a single time¹³, but it is too high a price when a party wants to participate in a religious service that the person believes will provide benefits to them that may transcend this life. *Bixler*, No. B310559, 2022 WL 167792 at p. 36.

When two contracting parties believe in God, morality, the divine, the soul, etc., why should they not be able to form a contract that incorporates one or more of those beliefs into it? What if a party believed that God told them to sign a contract to be a member at Sam's Club? Could they get out of it later if they change their beliefs or if they disavow their Sam's Club membership?

These questions will surface in an array of contexts, not all of which are foreseeable at the present. Religion does not have a monopoly on belief, and individual beliefs often change. That is one of the primary purposes of contract law – to protect and enforce the expectations of both parties entered into at the time of formation. Indeed, contract disputes frequently arise because one of the contracting parties has changed its perspective, viewpoint, or beliefs.

But the reliability of contracts *despite changed circumstances* now hangs in the balance. A change of heart is now a basis to effect a change of terms.

This is a highly concerning precedent, one that justifies the Supreme Court granting certiorari and

¹³ Section 14.e. discusses Skype, and Section 15 applies arbitration to uses of Microsoft services <https://www.microsoft.com/en-us/servicesagreement/default.aspx>

resolving the issue in a way that is neutral toward religion and belief.

While the Amici Curiae in this case fully support an individual's right to believe, pursue their beliefs, and change beliefs over time, they also support the full right to association embodied in the First Amendment. *See, e.g., City of Dallas v. Stanglin*, 490 U.S. 19, 24 (1989).¹⁴ Individuals can really only have a full right to 'associate' if they can set the terms and conditions of that association. This is especially true in terms of faith, as the First Amendment expressly protects rights to associate with faith and religion. *Id.*

This Court has held that religions have a First Amendment right of association to select their own ministers. *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. Equal Emp't Opportunity Comm'n*, 132 S.Ct. 694, 706 (2012). Amici assert that such a right of association extends to that of a religion or other institution selecting its members. *Id.* ("The right to freedom of association is a right enjoyed by

¹⁴ "Our decisions have referred to constitutionally protected 'freedom of association' in two distinct senses. In one line of decisions, the Court has concluded that choices to enter into and maintain certain intimate human relationships must be secured against undue intrusion by the State because of the role of such relationships in safeguarding the individual freedom that is central to our constitutional scheme. In this respect, freedom of association receives protection as a fundamental element of personal liberty. In another set of decisions, the Court has recognized a right to associate for the purpose of engaging in those activities protected by the First Amendment—speech, assembly, petition for the redress of grievances, and the exercise of religion."

religious and secular groups alike”). This is especially so when a religion bases conditions for its membership on the same conditions (arbitration) that are commonly utilized in secular business settings. If Sam’s Club can refuse to do business with a person who does not want to arbitrate *all* matters, including torts, so too a religion should be able to so select its members on the same condition.

Believe and the Alliance are both selective about the individuals they work with. They fully exercise their freedom to associate and limit those associations with their work to those individuals who, at this time, believe the same as they do.

Both Believe and the Alliance understand as well that individuals may change opinions or beliefs over time. Thus, they each plan for the fact that people will leave and move on—but to keep things civil, agreeable, and costs under control, they use, as part of their planning, contracts that incorporate the fact that the parties are contributing to the overall cause they then believe in by waiving certain rights.

If Believe and the Alliance have to plan to litigate every possible future dispute in court, their cost structure has to change to ensure there are enough funds for such possibilities. When members sign and agree to reduce their potential claims, or arbitrate claims, it helps to ensure that the other members who have associated and contributed will have their expectations met, and it helps to create a plan for growth and continued association.

However, if a member can unilaterally disavow a contract, all the other members of the private member communities will be impacted. Their freedom to associate and exercise their religion upon their

own faith and terms is greatly disturbed when contracts are not enforced simply because of a change in belief of one member.

This Court has recently stated:

When a school with a religious mission entrusts a teacher with the responsibility of educating and forming students in the faith, judicial intervention into disputes between the school and the teacher threatens the school's independence in a way that the First Amendment does not allow.

Our Lady of Guadalupe Sch. v. Morrissey-Berru, 140 S. Ct. 2049, 2069 (2020). The Court further rejected an argument that the Court could intervene because the party at issue was not a “a practicing” member of the religion. *Id.* Rather than accept this invitation to “delve into the sensitive question of what it means to be a ‘practicing’ member of a faith,” this Court properly noted that such an inquiry would put faith-based organizations “in an impossible position.” *Id.*

An individual party, a group of individuals, or a religious institution, all need the ability to contract about how interactions proceed and what happens if a person leaves the group or relationship. It is simply the case that in a highly litigious and diverse society, many people will not interact with others without some level of accountability and predictability between them.

Thus, if “eternal” arbitration is too high a price to participate in a religious service, then “eternal” arbitration is also certainly too high a price to purchase a \$3 item or hot dog from Sam’s Club, or to use Skype once. *Bixler*, No. B310559, 2022 WL 167792, p. at 36.

B. Arbitration that Meets the Requirements of the Federal Arbitration Act Should be Enforced

All arbitration proceedings are required to meet certain statutory requirements or else they may be subject to legal challenge. 9 U.S.C §1 *et seq.* Having a cross on the wall at arbitration, beginning an arbitration with a prayer, or otherwise employing a religious symbol or practice at arbitration does not negate the validity of an arbitration.

If an arbitration, or a religious arbitration, meets the statutory requirements, it should be upheld as valid. Just as Microsoft or Sam's Club are allowed to select their arbitrators, so too can a religion, and parties can agree to allow religion to be part of arbitration.

So long as the Federal Arbitration Act requirements are met, there should be no issue to an agreement that two parties made regarding religion's presence at an arbitration hearing. Just as visitors or participants to a legislative session may need to sit through a prayer, sitting and witnessing such prayer does not 'force' a religion on anyone or keep them 'eternally' bound to a religion.

If religion can play a part in government, it can certainly play a part in an arbitration proceeding, and no party to such proceeding is kept from leaving a religion by the fact that others are still living their religion at an arbitration proceeding.

2. Any Limitations on Arbitration Should Apply Uniformly Between the Religious and the Secular

In reviewing the lower court's ruling, it strongly appears to the Amici Curiae that a real item of

concern for the court was the fact that an individual may sign up for arbitration for an indefinite, or “eternal”, length of time, for future torts that may be committed. See *Bixler*, No. B310559, 2022 WL 167792, p. at 36.

As seen above, secular arbitration agreements, such as Sam’s Club’s and Microsoft’s, agree to arbitrate torts. If any court has an issue with such provisions related to arbitrating future torts, then perhaps the inquiry is really on the Federal Arbitration Act itself and whether it is too broad or not. Such an inquiry though is not properly part of this case, as the focus has not been on the constitutionality of indefinite arbitration agreements generally.

Such a focus though would have far-reaching implications for many companies and organizations. At a minimum, whether or not future torts should be subject to arbitration should not have factored into the lower court’s decision in this matter. Leaving that holding in place disrupts the predictability of contracts (both secular and non-secular), and this Court should grant the Petition for Writ of Certiorari to restore the right to contract with a rule of law that is applied neutrally.

3. The Courts Should Not Make Value Judgments Around Religious Matters

It is a value-based judgment, and one that seriously discounts religion, to state that the “Constitution forbids a price that high” when discussing the exchange for the ability to participate in a religious service with an agreement to arbitrate future disputes. *Bixler*, No. B310559, 2022 WL 167792, p. at 36.

This type of value-based, retroactive judgment makes it so that Believe and the Alliance, along with other entities, are left not knowing whether the lower court's ruling will impact their contracts and membership or not. For a court to decide this based on the potential scope of the precedent at issue, the court would have to make decisions such as:

- Are Amici's actions faith-based to the point that they fall under the precedent?
- How religious does a group have to be to be impacted by this precedent?
- Are companies like Chick-fil-A¹⁵ and Hobby Lobby¹⁶, who assert faith-based statements as part of the core of their business, affected by this precedent?
- Does one mention of the name of God make an organization religious and bound by this precedent? What about two mentions? Or ten?

¹⁵ <https://www.chick-fil-a.com/careers/culture> "From the beginning, Truett based his business on Biblical principles that he believed were also good business principles, and since 1982, our Corporate Purpose has guided all that we do. We keep our Purpose front and center because it helps us to steward our business and our work to positively influence everyone we meet.

"To glorify God by being a faithful steward of all that is entrusted to us. To have a positive influence on all who come in contact with Chick-fil-A."

¹⁶ <https://newsroom.hobbylobby.com/corporate-background/>

"Hobby Lobby's values include: Honoring the Lord in all we do by operating in a manner consistent with Biblical principles..."

- Whose faith is it that matters in a contract? The faith of the party who prepared the contract, the faith of the one who signed it, or the faith of the one challenging the unfavorable term later? ¹⁷

Ultimately, courts will be asked to trudge through these questions and other unless the decision below is overturned.

As discussed above, it is constitutionally impermissible to limit the holding below to churches only. True constitutional rights are based on substance, not on the form selected in how a group or organization is classified. *See Our Lady of Guadalupe Sch.*, 140 S. Ct. at 2064 - 69 (rejecting a test that looks to title only, and requiring the substance of a situation be reviewed). This means, of course, that if there is a right to get out of a contract that was entered into due to faith or religion, then the courts must not only wade into the murky waters of what is or is not religion, they must also do a deep-dive into the spiritual waters of attempting to determine what is or is not religious in nature in relation to a particular contract.

Amici Curiae submit that there will never be a clear line between what is or is not religious. When a person believes in the soul, in spirituality, or in things that transcend the physical, their decisions will *always* be impacted, in some form or another, by

¹⁷ This Court expressly rejected an inquiry into a similar set of questions. *Our Lady of Guadalupe Sch.* 140 S. Ct. at 2069.

what they believe about the spiritual realm that we cannot see.¹⁸

The courts have jurisdiction over the realm of the physical. The spiritual is simply not part of the court's realm, and any attempt to navigate those waters, especially on behalf of others, is sure to end in confusion, misconceptions, loss of freedom, and discrimination.

Accordingly, Amici Curiae fully submit that such explorations are not for America's courts to undertake. No contractual escape valves should be applied to situations that appear religious or faith-based unless the terms and conditions are equally applied to all contracts, across all industries, and across all levels of individual belief.

Whether a person believes that God told them to sign a contract, whether they were going to join a new club or church to impress a friend, whether they thought they could better connect with God through Skype, or whether they were purchasing a \$3 item at Sam's Club because they were hungry that day, it is not up to the courts to cast value judgments on whether a price is too high or not, and it is especially wrong to implement a provision that impacts religious churches and other faith-based organizations such as Believe and the Alliance due to their faith alone – faith that is *protected* by the First Amendment, not discriminated against by it.

¹⁸ See, e.g., footnotes 15 and 16 related to religious beliefs informing business practices of Chick-fil-A and Hobby Lobby, as well as references in the Interests of the Amicus Curiae section regarding how faith informs the operations of Believe and the Alliance.

CONCLUSION

The issues presented to this Court are serious and greatly change the scope and impact associated with the wise restraint of the courts that were in place before the lower court's ruling. Because the ruling below not only discriminates against faith-based organizations but also impacts the rights of association and belief of all individuals and entities, the Court should grant the Petition for Certiorari and resolve these issues on a uniform and neutral basis.

Respectfully submitted.

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