

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
WESTERN DIVISION**

Christian Employers Alliance, on
behalf of itself and its members,

Plaintiff,

v.

**United States Equal Employment
Opportunity Commission**, et al.,

Defendants.

1:25-cv-00007-DLH-CRH

JOINT AGREEMENT AND MOTION TO STAY

All parties hereby submit this joint agreement and motion to stay, and respectfully request that the court enter the attached proposed order.

In light of recent court rulings and certain policy changes being considered by Defendants, the parties have agreed to stay proceedings based on the following terms. The parties ask the Court to enter the attached proposed order staying the case and retaining authority to enforce the agreement.

AGREEMENT

The plaintiff, Christian Employer Alliance (CEA), agrees to stay all proceedings in this case until such time as specified in this Agreement.

The defendants, United States Equal Employment Opportunity Commission, et al. (collectively “EEOC”), agree:

(1) not to interpret or enforce the Pregnant Workers Fairness Act and any implementing regulations, including the Implementation of the Pregnant Workers Fairness Act, against CEA and its members, including present and future members,

in a manner that would require them to accommodate abortion, speak in favor of the same or refrain from speaking against the same; and

(2) not to pursue any charge against CEA and its members, including present and future members, to the extent the charge asserts that any of those entities failed to (1) engage in or refrain from speech relating to abortion, gender transition, gender identity, or transgender status, including, but not limited to, using pronouns inconsistent with a person's biological sex; (2) make exceptions to sex-specific dress codes because of gender identity or transgender status; or (3) allow persons to use private spaces reserved for the opposite sex.

The above non-enforcement Agreement is subject to the following conditions:

(1) The agreement expires:

a. as to abortion, on the effective date of a new final PWFA regulation, if by that date the revised or rescinded regulation is not enjoined or vacated by a court order; and

b. as to issues related to gender identity, on the effective date of revisions to or rescission of the Harassment Guidance, if by that date the revised or rescinded 2024 Harassment Guidance is not enjoined or vacated by a court order.

(2) Nothing in this Agreement shall prevent the EEOC from fulfilling its statutory obligations, including:

a. taking any action in connection with the acceptance of a charge for filing regardless of the alleged conduct, including receiving an online inquiry via the agency's Public Portal or requesting or receiving a questionnaire or other correspondence from the charging party or his/her representative, when the charge concerns an allegation against a CEA member concerning the above-listed topics;

b. serving a notice of the charge upon a CEA member within ten days as required by 42 U.S.C. § 2000e-5(b);

c. notifying charging parties alleging conduct covered by this agreement against employers also covered by this agreement that due to this agreement, investigation is precluded,

d. issuing a right-to-sue notice to a charging party who has filed a charge against a CEA member concerning the above-listed topics in accordance with the requirements and procedures set forth in 42 U.S.C. § 2000e-5(b) & (f)(1) and 29 C.F.R. § 1601.28(a)(1) & (2).

(3) The Agreement covers entities who were members of CEA at the time of the alleged unlawful act(s).

(4) For a CEA member (present or future) to be protected by this agreement, the member must show that they are approved by the CEA for meeting membership criteria; CEA's membership criteria has not substantively changed since CEA filed its initial complaint; the member is not yet specifically protected from the PWFA or 2024 Harassment Guidance by another court order; and the member is not subject to an adverse ruling on the merits in another case involving the PWFA or 2024 Harassment Guidance. The member may show this by written attestation from itself or from CEA's president or her designee.

(5) The EEOC does not violate the agreement by taking any action against a respondent who has not identified itself to a directly responsible EEOC agency official as a member of CEA. If the EEOC, unaware of an entity's status as a member of CEA, takes any action, the CEA or CEA member can promptly notify a directly responsible EEOC official of the fact of the entity's membership in CEA and its protection under this agreement. Once such official receives notice from the CEA member and verification from CEA, the EEOC will comply with this agreement with respect to the member.

(6) The agreement does not prevent the EEOC from investigating allegations of unlawful conduct not specifically covered by this agreement, even if

they are alleged within the same charge that alleges non-enforcement conduct against CEA or its members.

The parties submit the attached proposed order to memorialize this agreement and grant the motion.

Respectfully Submitted this 8th Day of January, 2026, by:

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/s/ Jacob S. Siler

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