IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

ALINA BOYDEN and
SHANNON ANDREWS,

Plaintiffs, Case No. 17-cv-264

v.

STATE OF WISCONSIN DEPARTMENT OF EMPLOYEE TRUST FUNDS, et al.,

Defendants.

PLAINTIFFS' BRIEF IN OPPOSITION TO DEFENDANT DEAN HEALTH PLAN, INC.'S MOTION TO DISMISS

Plaintiffs Alina Boyden and Shannon Andrews ("Plaintiffs"), through their undersigned attorneys, hereby submit their Brief in Opposition to Defendant Dean Health Plan, Inc.'s Motion to Dismiss (Dkt. 30).

INTRODUCTION

Plaintiff Alina Boyden is a woman who is transgender, which means the gender assigned to her at birth does not match her core understanding of her gender, or gender identity. In Plaintiffs' Amended Complaint ("the Complaint") (Dkt. 27), Ms. Boyden has asserted a civil rights claim against Dean Health Plan, Inc. ("Dean") on the basis of her sex and transgender status in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* ("Title VII"). Dean is currently, and was at all relevant times, the health insurance provider for Plaintiff Alina Boyden. By administering—and

wrongfully denying—health insurance coverage for Ms. Boyden, Dean exercised control over a significant employment benefit for Ms. Boyden, and directly impaired her access to that benefit. Dean is therefore liable for discrimination as an agent of Ms. Boyden's employer. For the following reasons, Plaintiff respectfully requests that the Court deny Defendant's motion to dismiss and permit this suit to proceed against Dean.

FACTS

The State of Wisconsin denies gender transition-related health insurance coverage to its employees. (Compl. ¶¶ 8, 36.) However, in the summer of 2016, it appeared that this was going to change, as ETF/GIB amended the state insurance policy to provide coverage for transition-related care beginning in January 2017. (Compl. ¶ 37.) In August 2016, the Wisconsin Department of Justice ("DOJ") requested a reinstatement of the exclusion. However, GIB initially rejected the DOJ's request. (Compl. ¶ 38.)

In response to this change in policy, Ms. Boyden requested pre-approval for gender confirmation surgery ("GCS") from Dean on or about October 20, 2016 (shortly after her new health insurance plan became effective). (Compl. ¶ 52.) Dean denied Ms. Boyden's request, stating that the change did not become effective until January 1, 2017. (Compl. ¶ 52.)

On December 30, 2016 (two days before the plans were to begin covering transition-related care), the GIB decided to reinstate the exclusion of transition-related care when the following four contingencies were met: a court ruling or an administrative action that enjoins, rescinds or invalidates the rules set by the federal Department of Health and Human Services (HHS); compliance with state law, Section

40.03 (6)(c); renegotiation of contracts that maintain or reduce premium costs for the state; and a final opinion of the Wisconsin Department of Justice that the action taken does not constitute a breach of the Board's fiduciary duties. (Compl. ¶ 39.)

On January 3, 2017 (2 days after coverage became available), Ms. Boyden's provider submitted a request to Dean for pre-approval of GCS for Ms. Boyden. (Compl. ¶ 53.) In a letter dated January 10, 2017, Dean denied Ms. Boyden's request for pre-approval of GCS, (Compl. ¶ 54.), even though as of that date the State had not reinstated the ban. (Compl. ¶ 40.) In fact, it was not until January 30, 2017 that the GIB found that the four contingencies had been met and reinstated the ban effective February 1, 2017. (Compl. ¶ 40.) Ms. Boyden requested a grievance hearing and asked both of the medical professionals she was seeing to request peer-to-peer reviews of Dean's decision. (Compl. ¶ 54.)

On February 15, 2017, Ms. Boyden met in person with Dean representatives to discuss her grievance. (Compl. ¶ 55.) In a letter dated February 21, 2017, Dean upheld its denial of Ms. Boyden's request for coverage, citing the reinstatement of the ban, Dean Health Plan Medical Policy MP9469, and an external review of Ms. Boyden's case conducted by a Board Certified Plastic Surgeon. (Compl. ¶ 56.)

Even though she requested pre-approval for medically necessary treatment at a time when such treatment was covered by her health insurance,[1] Dean denied her

[1] ETF's own materials state that that claims for transition related care incurred during this brief period should have been covered. *See* ETF, *It's Your Choice: 2017 Decision Guide, State of Wisconsin Group Health Insurance for Employees*, 2 (February 1, 2017), http://etf.wi.gov/publications/17et2107.pdf ("The exclusion related to benefits or services

request. Because of this denial, and the exclusion of coverage for "procedures, services, and supplies related to surgery and sex hormones associated with gender reassignment," Ms. Boyden has been denied medically necessary treatment.

LEGAL STANDARD

To survive a motion to dismiss under Rule 12(b)(6), the plaintiff must provide enough factual information to "state a claim to relief that is plausible on its face" and "raise a right to relief above the speculative level." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570, 555 (2007). A plausible claim need only include "enough details about the subject-matter of the case to present a story that holds together." *Carlson v. CSX Transp., Inc.*, 758 F.3d 819, 827 (7th Cir. 2014) (citing *Swanson v. Citibank*, N.A., 614 F.3d 400, 404-05 (7th Cir. 2010)). It must have "'enough facts to raise a reasonable expectation that discovery will reveal evidence' supporting the plaintiff's allegations." *Brooks v. Ross*, 578 F.3d 574, 581 (7th Cir. 2009) (quoting *Twombly*, 550 U.S. at 556).

A plaintiff is not, however, required to plead specific or detailed facts. *Erickson v. Pardus*, 551 U.S. 89, 93 (2007) (per curiam). The plausibility standard does not "impose a probability requirement on plaintiffs: 'a well-pleaded complaint may proceed even if it strikes a savvy judge that actual proof of those facts is improbable, and that recovery is

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based on gender identity was originally removed for 2017 due to a federal regulation. The exclusion went back into effect on February 1, 2017. Medically necessary services incurred from January 1 through January 31, 2017, are covered"). When deciding motions to dismiss for failure to state a claim, "[c]ourts may take judicial notice of . . . matters of public record when the accuracy of those documents reasonably cannot be questioned." *Parunago v. Community Health Sys., Inc.*, 858 F.3d 452, 457 (7th Cir. 2017). Courts routinely take judicial notice of documents posted on government websites. *See, e.g., Qiu Yun Chen v. Holder*, 715 F.3d 207, 212 (7th Cir. 2013); *Denius v. Dunlap*, 330 F.3d 919, 926-27 (7th Cir. 2003).

very remote and unlikely.'" *Alam v. Miller Brewing Co.*, 709 F.3d 662, 666 (7th Cir. 2013) (quoting *Twombly*, 550 U.S. at 556).

"Determining whether a complaint states a plausible claim for relief will . . . be a context-specific task that requires the reviewing court to draw on its judicial experience and common sense." *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009). A well-pled complaint alleging discrimination merely needs to give the defense sufficient notice of the claim. *Tamayo v. Blagojevich*, 526 F.3d 1074, 1085 (7th Cir. 2008).

ARGUMENT

Defendant Dean is subject to suit under Title VII, since it acted as an agent of Ms. Boyden's employer for purposes of denying her coverage for surgery at a time when there was otherwise no bar to such coverage. Dean's efforts to misrepresent the nature of Ms. Boyden's claim as well as the law regarding who may be subject to Title VII's prohibition on employment discrimination should be rejected. Accordingly, the motion to dismiss Ms. Boyden's case against Dean should be denied.

I. Dean May Be Sued Under Title VII As An Agent Of Ms. Boyden's Employer, Because It Acted Independently From ETF/GIB In Denying Ms. Boyden's Request For Coverage.

Title VII defines "employer" as "a person engaged in an industry affecting commerce who has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, *and any agent of such a person*." 42 U.S.C. § 2000e(b) (emphasis added). Under prevailing Seventh Circuit precedent, Dean may be liable as an agent of Ms. Boyden's employer, because it "exercise[d] control over an important aspect of [her] employment" and "'significantly

affect[ed] [her] access . . . to employment opportunities,'" *Alam*, 709 F.3d at 669, when it denied her request for health insurance coverage.

"Title VII plaintiffs may maintain a suit directly against an entity acting as the agent of an employer," where "'the agent exercise[s] control over an important aspect of [the plaintiff's] employment.'" *Id.* at 669 (quoting *Carparts Distrib. Ctr., Inc. v. Auto. Wholesaler's Ass'n of New England, Inc.*, 37 F.3d 12, 17 (1st Cir. 1994) (alterations in original)). In addition, an employer's agent can be sued if "the agent 'significantly affects access of any individual to employment opportunities.'" *Alam*, 709 F.3d at 669 (quoting *Spirt v. Teachers Ins. & Annuity Ass'n.*, 691 F.2d 1054, 1063 (2d Cir. 1982), *cert. granted, judgment vacated sub nom. Long Island Univ. v. Spirt*, 463 U.S. 1223 (1983)). Finally, an employer's agent can be sued if "'an employer delegates sufficient control of some traditional rights over employees to a third party.'" *Alam*, 709 F.3d at 669 (quoting *Nealey v. Univ. Health Servs., Inc.*, 114 F. Supp. 2d 1358, 1367 (S.D. Ga. 2000)).

Dean argues that it is not liable as an agent, because Ms. Boyden's "complaint makes clear that [Dean] had *no* control over the health insurance benefits the state afforded to Ms. Boyden." (Dean Br. (Dkt. 31) at 10.) But that is simply untrue. Ms. Boyden requested pre-approval for gender confirmation surgery on January 3, 2017, *after* ETF/GIB's change in its policy to allow coverage for surgery had gone into effect (Compl. ¶¶ 51, 53), and Dean denied this request on January 10, 2017, *during the one-*

month period when ETF/GIB's state insurance plan policy *covered* transition-related care. (Compl. ¶¶ 37, 54.)[2]

The First Circuit's decision in *Carparts*, cited favorably by the Seventh Circuit in *Alam*, provides additional support for Ms. Boyden's Title VII claim against Dean.[3] The *Carparts* court held that two independent insurance entities—including the trust that administered the employer's health benefit plan—could be sued under the Americans with Disabilities Act (ADA) for discriminatory healthcare coverage.[4] The entities could qualify as an "employer" if "they functioned as [plaintiff's] 'employer' with respect to his employee health care coverage, that is, if they exercised control over an important aspect of his employment" or they "act[ed] on behalf of the entity in the matter of providing and administering employee health benefits," *id.* at 17, even if they "did not have authority to determine the level of benefits, and even if [the employer] retained the right to control the manner in which the Plan administered these benefits." *Id.* More recently, in *Brown v. Bank of Am., N.A.*, 5 F. Supp. 3d 121 (D. Me. 2014), a district court

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[2] As noted above, ETF's own materials indicate that Ms. Boyden's services should have been covered in January 2017. *See* ETF, *It's Your Choice: 2017 Decision Guide, State of Wisconsin Group Health Insurance for Employees*, 2.

[3] The Supreme Court's decision in *Arizona Governing Comm. for Tax Deferred Annuity & Deferred Comp. Plans v. Norris*, 463 U.S. 1073(1983), also is consistent with the decisions in *Alam*, *Spirt*, and *Carparts*, since the court there found not only the State, as employer of the plaintiff class, but also the state agency that administered voluntary employee retirement benefit plans, liable under Title VII.

[4] The First Circuit noted that "[t]here is no significant difference between the definition of the term 'employer' in the" ADA and Title VII. *Carparts*, 37 F.3d at 16. The Seventh Circuit similarly recognizes that "Title VII, the ADA, and the Age Discrimination in Employment Act ('ADEA') use virtually the same definition of 'employer,' and . . . '[c]ourts routinely apply arguments regarding individual liability to all three statutes interchangeably.'" *Williams v. Banning*, 72 F.3d 552, 553-54 (7th Cir. 1995) (quoting *E.E.O.C. v. AIC Sec. Investigations, Ltd.*, 55 F.3d 1276, 1279-80 (7th Cir. 1995)).

held that an insurance company that administered an employee benefits plan could be held liable as the employer's "agent" under the ADA. *Id.* at 130-35 (citing *Carparts*, 37 F.3d at 17). The court found that an insurance company could be liable under the ADA where it "was 'intertwined' with [the employer] with respect to [plaintiff's] employee benefits, and . . . those benefits were a significant enough aspect of her employment, to meet the first *Carparts* test." *Id.* at 134. The *Brown* plaintiff's allegations that her employer "had authorized [the insurance company] to handle disability and FMLA claims" for her employer, that her employer had directed her to provide information to the insurance company, and that the company had "interacted with [her] and directed the information she was to produce" were sufficient to show that the insurance company might be "inter[t]wined with [the employer] with respect to [the plaintiff's] employee benefits" and qualify as her "employer." *Id.*

The Second Circuit's decision in *Spirt*, also cited favorably by the Seventh Circuit in *Alam*, also supports Ms. Boyden's position that Dean is liable under Title VII as an agent. *Spirt* held that, for purposes of Title VII, the term "employer" was broad enough to encompass administrators of retirement benefits even though the administrators were not technically the "employer" of the plaintiff. 691 F.2d at 1063 (citations omitted). Indeed, the court noted that "the language of the Supreme Court in *Manhart* would seem to compel a finding that delegation of responsibility for employee benefits cannot insulate a discriminatory plan from attack under Title VII." *Id.* (citing *City of L. A. Dep't of Water & Power v. Manhart*, 435 U.S. 702, 718 n.33 (1978)). The court recognized that

"exempting plans not actually administered by an employer would seriously impair the effectiveness of Title VII." *Spirt*, 691 F.2d at 1063.

Dean unsuccessfully attempts to distinguish and challenge the continued authority of *Spirt* by first asserting that it had no control over the denial of benefits challenged by Ms. Boyden (Dean Br. at 11), even though the facts show otherwise. Additionally, Dean asserts that certain facts present in *Spirt*—that the insurance companies there existed solely to allow universities "to delegate their responsibility to provide retirement benefits for these employees" and that "participation in [the benefit programs was] mandatory for tenured faculty members" at the university where the plaintiff was employed, *Spirt*, 691 F.2d at 1063—were "critical to its holding" and "not present in this case." (Dean Br. at 12.) These facts provided some support for the court's conclusion that the insurance companies were "so closely intertwined with . . . universities [including the university defendant in that case] that they must be deemed an 'employer' for purposes of Title VII." *Spirt*, 691 F.2d at 1063. However, they were not essential to the holding in *Spirt*, which was based on the insurance companies' ability to "significantly affect[ ] access of any individual to employment opportunities," *id.*, the interrelationship between the employer and agent resulting from the employer's delegation of responsibility for an important employment benefit, *id.* (the "delegation of responsibility for employee benefits cannot insulate a discriminatory plan from attack under Title VII") (citing *Manhart*, 435 U.S. at 712 n.23), and the fact "that exempting plans not actually administered by an employer would seriously impair the effectiveness of Title VII." *Id.*

In *Alam*, the Seventh Circuit's reliance on *Spirt* focused on the degree to which the agent "affects access of an[ ] individual to employment opportunities" or "exercise[s] control over an important aspect of [the plaintiff's] employment." *Alam*, 709 F.3d at 669 (citation omitted) (alternations in the original). The court rejected the plaintiff's agency argument because he had "not alleged that [the putative agent] prevented him from accessing 'employment opportunities' or . . . controlled any aspect of the only employment relationship alleged in the amended complaint." *Id.* The Seventh Circuit's focus on control for purposes of determining whether an entity can be liable under Title VII as an agent is consistent with the decisions of other courts. *See, e.g.*, *Gulino v. N. Y. State Educ. Dep't*, 460 F.3d 361, 377 (2d Cir. 2006) (reaffirming *Spirt*'s core holding that "where an employer has delegated one of its core duties to a third party . . . that third party can incur liability under Title VII"); *Jansson v. Stamford Health, Inc.*, No. 3:16-CV-260 (CSH), 2017 WL 1289824, at *19 (D. Conn. Apr. 5, 2017) (noting that a third party can incur liability if it has been delegated a core employer duty); *Brown*, 5 F. Supp. 3d at 134 (same).[5]

Alam alone is sufficient to show why Dean is subject to liability under Title VII as an agent that exercises the authority it was delegated by Ms. Boyden's employer and ETF/GIB to administer claims arising under state employee health plans. (Compl. ¶¶ 28, 48-56.) However, additional Seventh Circuit authority supports Dean's liability as an

[5] Dean also suggests that *Spirt*'s holding should no longer be followed on the ground it is no longer "good law in the Second Circuit." (Dean Br. at 12.) But as explained above, *Spirt*'s core holding remains good law: a third party that has been delegated authority over a core aspect of employment may be subjected to Title VII liability.

agent, because it not only acts as an agent, but also "otherwise meets" the statutory definition of an "employer"—that is, Dean is "engaged in an industry affecting commerce" and "has fifteen or more employees." 42 U.S.C. § 2000e(b); *see DeVito v. Chi. Park Dist.*, 83 F.3d 878, 881-82 (7th Cir. 1996) (an employee could sue his employer (the Chicago Park District) *and* the entity that adjudicates employment disputes on behalf of the Park District (the Personnel Board) under the ADA, since the Personnel Board was the Park District's agent and otherwise met the statutory definition of "employer.")[6]; *see also E.E.O.C. v. Benicorp Ins. Co.*, No. IP 00-014-MISC, 2000 WL 724004, at *4 (S.D. Ind. May 17, 2000) (insurance provider "could be considered an agent of [the charging party's] employer" since "an employer's agent *who otherwise meets the statutory definition of an employer* can be held liable under the ADA.") (emphasis added).[7]

In breaking from ETF/GIB policy during the month of January 2017, which allowed coverage for GCS, and independently exercising its delegated authority over claims administration to deny Ms. Boyden's request for coverage, Dean exercised control over a central benefit of Ms. Boyden's employment and directly impaired her

[6] Dean argues that Ms. Boyden's claims against it should be dismissed with prejudice, because "any amendment would be futile," (Dean Br. at 17 (citing *Bogie v. Rosenberg*, 705 F.3d. 603, 608 (7th Cir. 2013)), but *DeVito* and the other authority cited by Ms. Boyden show otherwise. *DeVito*, 83 F.3d at 882 (remanding for supplementation of record as to whether Personnel Board had twenty-five employees and otherwise qualified as an "employer").

[7] Other district courts in the Seventh Circuit have concluded that agents of employers are subject to liability for employment discrimination. *See, e.g., Holmes v. City of Aurora*, No. 93 C 0835, 1995 WL 21606, at *4 (N.D. Ill. Jan. 18, 1995) (entity that controls and manages city's pension fund is an "employer" under the ADA); *United States v. State of Ill.*, No. 93 C 7741, 1994 WL 562180, at *4 (N.D. Ill. Sept. 12, 1994) (the "administration of pension benefits has been delegated to the Fund" so "the Fund may be held liable under the ADA either because it is an employer under the ADA or an agent of the employer"); *E.E.O.C. v. Elrod*, No. 86 C 3509, 1987 WL 6872, at *8 (N.D. Ill. Feb. 13, 1987) (trustees of retirement board were agents of "an employer"—the State of Illinois—and were thus "amenable to suit under the ADEA").

access to an employment opportunity, so that it may be held liable under Title VII for sex discrimination.[8]

II. The Legal Authorities Cited By Dean Are Not Persuasive And Should Not Be Followed.

Dean relies heavily on the decisions in *Klassy v. Physicians Plus Ins. Co.*, 276 F. Supp. 2d 952 (W.D. Wis. 2003) *aff'd*, 371 F.3d 952 (7th Cir. 2004) (Title VII liability issue was not appealed), and *Baker v. Aetna Life Ins. Co.*, 228 F. Supp. 3d 764 (N.D. Tex. 2017), to support its position that it may not be held liable as an agent. (Dean Br. at 13-17.) However, *Alam*, *Spirt*, *Carparts*, and the additional authorities cited in Section I., *supra.*, show that these authorities should not be followed.

According to Dean, *Klassy* "confirms that *Spirt* does not support Ms. Boyden's position," (Dean Br. at 13), but Ms. Boyden showed in Section I why Dean's efforts to challenge the authority of *Spirt* and its application to Ms. Boyden's argument that Dean

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[8] Dean cites *Williams v. Banning*, 72 F.3d 552 (7th Cir. 1995), to support an argument that "the inclusion of an employer's 'agents' in the statutory definition of' 'employer' was intended to express traditional *respondeat superior* liability on the part of the employer for its agent's actions, rather than make the agent itself liable." (Dean Br. at 8.) This argument fails. The *Banning* case is inapposite because it addressed whether an individual supervisor who does not otherwise meet the statutory definition of an "employer" can be held personally liable under Title VII. *Banning*, 72 F.3d at 555; *Nealey*, 114 F. Supp. 2d at 1369 (distinguishing cases that dealt with individual liability under Title VII from cases in which "the agent being sued is itself a company who obtains employer status pursuant to a contractual agreement with the plaintiff's common law employer"). The *Banning* court relied almost exclusively on *E.E.O.C. v. AIC Sec. Investigations, Ltd.*, 55 F.3d 1276 (7th Cir. 1995), in which the Seventh Circuit held that "individuals who do not otherwise meet the statutory definition of 'employer'"—i.e., do not engage in commerce and have at least 15 employees—"cannot be liable under the ADA." But both the *Banning* and *AIC* decisions suggest that an agent that *does* otherwise meet the statutory definition of an employer can be sued under Title VII and the ADA. *See Benicorp Ins. Co.*, 2000 WL 724004, at *3 ("[I]mplicit in *AIC Security*'s holding is that an individual or entity that does otherwise meet the statutory definition of employer can be held liable under the ADA."). And the Seventh Circuit's later decision in *Alam* made this explicit, holding that "Title VII plaintiffs may maintain a suit *directly against an entity acting as the agent of an employer*." *Alam*, 709 F.3d at 668-69 (emphasis added) (internal citations omitted).

is subject to Title VII as an agent should be rejected. In *Alam*, the Seventh Circuit confirmed the authority of *Spirt*, and its reasoning supports Ms. Boyden's argument that Dean may be liable as an agent for its discriminatory exercise of control over her health insurance benefits. The *Klassy* court simply did not have the benefit of the Seventh Circuit's *Alam* opinion when deciding this issue. In addition, the court relied on precedent from the Fifth Circuit finding that an agent of an employer "must be an agent with respect to employment practices." *Deal v. State Farm Cty. Mut. Ins. Co. of Texas*, 5 F.3d 117, 119 (5th Cir. 1993).

This Court should also refuse to follow *Baker*, because that decision's rejection of the plaintiff's contention that her insurer was an agent for purposes of Title VII is premised on its conclusion that "this circuit [*i.e.*, the Fifth Circuit] recognizes an agency theory of employer liability only if the alleged agent had authority 'with respect to employment practices'" *Baker*, 228 F. Supp. 3d at 770 (quoting *Deal*, 5 F.3d at 119), as well as its conclusion that the Fifth Circuit refuses "to follow the test used in *Spirt*." *Id.* at 770, n.6 (citing *Mares v. Marsh*, 777 F.2d 1066, 1067 n.2 (5th Cir. 1985)). The law in the Seventh Circuit regarding whether an entity may be an agent for purposes of Title VII is plainly different from that in the Fifth Circuit.

CONCLUSION

For the foregoing reasons, Plaintiff Alina Boyden requests that this Court deny Defendant Dean Health Plan's Motion to Dismiss.

Dated this 11th day of August, 2017.

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