UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

ALINA BOYDEN and
SHANNON ANDREWS,

Plaintiffs,

v.

Case No. 17-cv-264

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

Defendants.

DEFENDANT DEAN HEALTH PLAN, INC.'S REPLY BRIEF IN SUPPORT OF ITS MOTION TO DISMISS THE AMENDED COMPLAINT

INTRODUCTION

The issue to be resolved in the pending motion is whether, in administering the University of Wisconsin's health insurance plan according to the terms set by the Wisconsin Department of Employee Trust Funds ("ETF") and the Group Insurance Board ("GIB"), an insurer like Dean Health Plan, Inc. ("DHP"), becomes an agent of an employer subject to Title VII liability. The answer is no; the law simply does not support Plaintiffs' expansive reading of Title VII under the facts pled in this case.

ARGUMENT

Ms. Boyden does not dispute that, for purposes of imposing Title VII liability on an employer's agents, the relevant inquiry is whether that agent exercised control over an important aspect of her employment. (*See* Br. Opp'n 6, ECF No. 40 (quoting *Alam v. Miller Brewing Co.*, 709 F.3d 662 (7th Cir. 2013)).) She also does not dispute that, for nearly the entire time period covered by her Amended Complaint, the transition-related care she sought was categorically

barred under plan terms set by ETF and GIB. Nor does she appear to argue that DHP may be held liable under Title VII for doing nothing more than administering her health insurance during the periods when the categorical ETF and GIB exclusion was in effect.

Rather, Ms. Boyden relies on a single incident in January 2017, after ETF and GIB amended the state insurance policy to allow for coverage for transition-related care, but before the exclusion was reinstated on February 1, 2017. Specifically, on January 3, 2017, Ms. Boyden sought pre-approval of gender confirmation surgery ("GCS"), and on January 10, 2017, DHP denied that request. (Am. Compl. ¶¶ 53-54, ECF No. 27.) That single decision, she argues, is enough to establish that DHP, at least fleetingly, exercised the requisite control over an important aspect of her employment such that DHP may be held liable under Title VII as the agent of her employer. (*See* Br. Opp'n 5 ("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 at a time when there was otherwise no bar to such coverage.").)[1]

The case law, however, simply does not support extending Title VII liability so far. At its core, Ms. Boyden's claim against DHP is not really a claim that DHP controlled the conditions of her employment in a discriminatory way. Instead, Ms. Boyden asserts that DHP discriminated against her based on a single coverage decision.[2] The crucial point is that, even

[1] DHP notes that Ms. Boyden's Amended Complaint does not expressly advance this theory of liability. Rather, her Title VII claim is pled as challenging the categorical exclusion in ETF and GIB health plans. (*See* Am. Compl. ¶ 99, ECF No. 27 ("By limiting the available health plans to those that exclude coverage of 'procedures, services, and supplies related to surgery and sex hormones associated with gender reassignment,' Plaintiffs' state-employers have drawn a classification that discriminates based on transgender status, gender transition, and gender nonconformity."), ¶ 100 ("As a result of the exclusion in ETF/GIB health care plans, non-transgender employees receive coverage for all their medically necessary healthcare, but transgender individuals do not."), ¶ 102 ("By excluding all coverage of 'procedures, services, and supplies related to surgery and sex hormones associated with gender reassignment' from the only available health plans it provides to employees, Defendants have unlawfully discriminated against Boyden and Andrews … based on their sex in violation of Title VII.").) Nevertheless, DHP addresses Ms. Boyden's new theory in this Reply.

[2] It is important to keep in mind that the January 2017 coverage decision gave rise to a right of review, and that Ms. Boyden, per her own allegations, requested a grievance hearing and asked the medical professionals she was

during the month of January 2017, the amount of control DHP exercised over Ms. Boyden's health insurance benefits, and the amount of "intertwining" between DHP and Ms. Boyden's employer, *did not change*. ETF and GIB were still in charge of establishing the scope of state employees' health care coverage, and DHP was no more Ms. Boyden's "employer," and no more "intertwined" with the University of Wisconsin in January 2017 than it was at any other time. Consequently, even if the January 2017 decision was discriminatory (which DHP disputes), Title VII is *still* not the right vehicle to challenge that decision so far as DHP is concerned.

To extend Title VII liability to DHP under these circumstances would be to hold that every private insurance provider that contracts with a private employer to offer health insurance benefits to its employees effectively "employs" every single one of those employees for Title VII purposes. As this Court has already recognized, nothing in Title VII supports such an expansive view of agency liability. *Klassy v. Physicians Plus Ins.*, 276 F. Supp. 2d 952, 690 (W.D. Wis. 2003), *aff'd*, 371 F.3d 952 (7th Cir. 2004). Title VII is meant to protect against *employment discrimination*. As the Seventh Circuit has stated, "[i]t is only the employee's employer who may be held liable under Title VII." *Robinson v. Sappington*, 351 F.3d 317, 332 n.9 (7th Cir. 2003). That DHP made a benefits decision that Ms. Boyden believes to be discriminatory simply cannot be enough to turn DHP into her "employer." Her desired end, obtaining a remedy for alleged discrimination, does not justify the means of expanding Title VII liability so far beyond its intended boundaries.

Ms. Boyden is not without a remedy. Ms. Boyden has asserted claims against her employer in fact. Ms. Boyden has also asserted claims against ETF and GIB, the entities that

---

seeing to request peer-to-peer reviews of DHP's coverage decision. (Am. Compl. ¶ 54.) Accordingly, she was granted the opportunity to meet in person on February 15, 2017 to review the decision. (*Id.* ¶ 55.) But by the time that meeting took place, ETF and GIB had reinstated the exclusion, which reinstatement once again categorically prohibited coverage for transition-related care. (*See id.* ¶ 40.) Accordingly, by the time the January 2017 decision came under review, DHP could not have altered its original decision in any event.

establish the scope of the health care coverage the State of Wisconsin offers to its employees and that are allegedly responsible for the categorical exclusion of transition-related care presently in place. Ms. Boyden has not, however, alleged sufficient facts to make it plausible that DHP is subject to potential Title VII liability; thus, her Title VII claim against DHP cannot survive the pending motion to dismiss.

I. FOR TITLE VII LIABILITY TO ATTACH TO DHP, MS. BOYDEN MUST SHOW THAT DHP EXERCISED CONTROL OVER AN IMPORTANT ASPECT OF HER EMPLOYMENT, WHICH SHE CANNOT DO.

As discussed in DHP's opening memorandum, the Seventh Circuit has not clearly defined the limits of direct agency liability under Title VII, and indeed, has stated that "the language designating 'any agent of such person' as an employer was intended to impose *respondeat superior* liability on employers for the acts of their agents—not to create liability for every agent of an employer," *DeVito v. Chi. Park Dist.*, 83 F.3d 878, 882 (7th Cir. 1996); *accord Williams v. Banning*, 72 F.3d 552 (7th Cir. 1995). Nonetheless, it has acknowledged the possibility that direct agent liability may exist under certain circumstances. *See Alam v. Miller Brewing Co.*, 709 F.3d 662, 668-69 (7th Cir. 2013) (noting that cases from other circuits that "stand for the proposition that Title VII plaintiffs may maintain a suit directly against an entity acting as the agent of an employer," but "only under certain circumstances . . ."). As DHP explained in its opening memorandum, all of those circumstances require that the agent exercise control over the challenged aspect of the employment relationship. (*See* DHP's Mem. in Supp. 9-12, ECF No. 31.)

It is not clear whether the Seventh Circuit has actually adopted the cases it cited in *Alam* as representative of Seventh Circuit law.[3] The *Alam* court did not engage with the underlying

[3] Ms. Boyden contends that the *Alam* court cited *Carparts* and *Spirt* "favorably." (Br. Opp'n 7, 8.) This is not accurate. In fact, the Seventh Circuit's citation of *Carparts* and *Spirt* was based on the *plaintiff*'s citation of those

reasoning of any of the cited decisions, because the plaintiff had failed to allege facts to satisfy the tests described therein in any event. *See Alam*, 709 F.3d at 669. But assuming for the sake of argument only that the decisions the *Alam* court cited represent good law in the Seventh Circuit, none of those decisions justify extending Title VII liability to DHP based solely on the January 2017 benefits decision.

A. The Extra-Circuit Decisions Ms. Boyden Relies Upon Do Not Support Extension of Title VII Liability to an Insurer Like DHP.

Ms. Boyden relies primarily on two of the extra-circuit cases cited by the *Alam* court: *Carparts Distribution Center, Inc. v. Automobile Wholesaler's Association of New England, Inc.*, 37 F.3d 12 (1st Cir. 1994), and *Spirt v. Teachers Insurance & Annuity Association*, 691 F.2d 1054 (2d Cir. 1982), *vacated on other grounds by* 463 U.S. 1223 (1983). But, as DHP previously explained, both *Carparts* and *Spirt* require a greater level of control over an aspect of the employment relationship than is present here, and neither case justifies extending Title VII liability to an insurance company like DHP.

1. *Spirt* enunciated a narrow rule based on unique facts not present in this case.

Because *Spirt* ultimately guided the analysis of the *Carparts* court, DHP addresses *Spirt* first. In *Spirt*, the defendants, the Teachers Insurance and Annuity Association ("TIAA") and College Retirement Equities Fund ("CREF"), were created to manage retirement benefits for faculty and staff members at colleges and universities throughout the United States. 691 F.2d at 1057. Participation in the retirement program managed by TIAA-CREF was mandatory for most eligible employees. *Id.* TIAA-CREF were responsible for calculating the retirement benefits to be paid out to participants; their calculation of benefits was "based in large part on life

---

cases to support his argument that the term "agent" ought to be interpreted broadly. *Alam*, 709 F.3d at 668-69. Ultimately, Alam's citation of those cases "fail[ed] to convince [the court] that 'agent' in 42 U.S.C. § 2000e(b) [had] a broad enough reach" to hold the defendant in question liable. *Id.* at 668.

expectancy projections, which [were] determined, in turn, by use of sex-segregated mortality tables." *Id.* at 1058. Because women were expected as a group to live longer than men, they received smaller monthly payments; the plaintiff alleged this benefit disparity violated Title VII. *Id.*

The court found that TIAA-CREF's use of the sex-segregated tables constituted unequal treatment based on sex, but noted that for such treatment to violate Title VII, it "must be practiced by an 'employer.'" *Id.* at 1063. Though the plaintiff was not technically employed by TIAA-CREF, the Second Circuit found that under the circumstances, the definition of "employer" in Title VII could be stretched to include TIAA-CREF:

> We agree with the district judge that TIAA and CREF, which exist solely for the purpose of enabling universities to delegate their responsibility to provide retirement benefits for their employees, are so closely intertwined with those universities, (in this case LIU), that they must be deemed an "employer" for purposes of Title VII. It is also relevant that participation in TIAA-CREF is mandatory for tenured faculty members at LIU, and that LIU shares in the administrative responsibilities that result from its faculty members' participation in TIAA-CREF.

Id.

As demonstrated by the Second Circuit's analysis above, *Spirt* "enunciated a narrow rule based upon a unique factual posture . . . ." *Gulino v. N.Y. State Educ. Dep't*, 460 F.3d 361, 377 (2d Cir. 2006); *see also Yacklon v. E. Irondequoit Cent. Sch. Dist.*, 733 F. Supp. 2d 385, 389 (W.D.N.Y. 2010) (*Spirt* holding has been "sharply limited" in scope). The *Spirt* court's conclusion was based on (1) the fact that TIAA-CREF existed solely for the purpose of enabling delegation of the provision of retirement benefits; (2) participation in TIAA-CREF was mandatory; and (3) the university in question shared in the administrative responsibilities associated with its employees' participation in TIAA-CREF. It is those three facts, in combination, that led to the *Spirt* court's conclusion that TIAA-CREF were so "closely

intertwined" with the employer universities that Title VII liability was justified. *Id.* None of those factors are present here.

Recognizing that *Spirt* is materially factually distinguishable, Ms. Boyden argues that those facts were "not essential" to the *Spirt* holding. (Br. Opp'n 9.) But in fact, the quoted language above represents the whole of the *Spirt* court's factual analysis. *See Spirt*, 691 F.2d at 1063. Effectively, Ms. Boyden asks this Court to apply the outcome of *Spirt* to her case in the absence of *any* facts on which the *Spirt* court based that outcome. There is no justification for such a dramatic expansion of the *Spirt* holding, particularly where the Second Circuit itself has described the rule as limited to cases presenting the "unique factual posture" found in *Spirt*.

Without any factual similarities to rely upon, Ms. Boyden also argues that the Court should extend the holding of *Spirt* to her case as a matter of policy. Namely, she points to the *Spirt* court's statements that "delegation of responsibility for employee benefits cannot insulate a discriminatory plan from attack under Title VII" and that "exempting plans not actually administered by an employer would seriously impair the effectiveness of Title VII . . . ." *Id.* But dismissing DHP from this lawsuit would not insulate the *health care plan* offered from attack under Title VII. Indeed, Ms. Boyden's theory as pled--that defendants have engaged in sex discrimination by "limiting the available health care plans to those that exclude coverage" for transition-related care--would be unaffected, given that DHP is not alleged to have been involved in establishing those categorical limitations.

2. *Carparts* applied the same factors as *Spirt*, which factors are absent here.

Turning to *Carparts*, the *Alam* court summarized that case as demonstrating that agency liability may theoretically lie "where the agent *'exercise[s] control* over an important aspect of [the plaintiff's] employment.'" *Alam*, 709 F.3d at 669 (emphasis added) (quoting *Carparts*,

37 F.3d at 17).[4] A review of the facts of *Carparts* makes clear, however, that the First Circuit's invocation of "control" over employee benefits had the same specific meaning, and the same set of requirements, as in *Spirt*. In *Carparts*, the defendants, a self-funded medical reimbursement plan (the AWANE Plan) and its administering trust (AWANE), amended the terms of the plan in order to limit benefits for AIDS-related illnesses to a lifetime cap of $25,000; otherwise, lifetime benefits were capped at $1 million per plan member. *See Carparts*, 37 F.3d at 14 ("In October 1990, AWANE Plan informed members of AWANE, including [participant and employer] Carparts, of its intention to amend the Plan in order to limit benefits for AIDS-related illnesses…"). Carparts itself (the employer and a participant in the plan) played no role in the decision to single out AIDS-related illnesses for lower benefit levels. In fact, Carparts participated in the lawsuit as one of the *plaintiffs* alleging unlawful disability discrimination. *Id.*

Analyzing the district court's decision to dismiss the case at the pleadings stage, the First Circuit held that the plan, and the administering trust, could potentially be considered "employers." Using *Spirt* as a road map, the First Circuit explained:

> [D]efendants would be "employers" if they functioned as Senter's "employer" with respect to his employee health care coverage, that is, *if they exercised control over an important aspect of his employment*. … If AWANE and AWANE Plan exist solely for the purpose of enabling entities such as Carparts to delegate their responsibility to provide health insurance for their employees, they are so intertwined with those entities that they must be deemed an "employer" for purposes of Title I of the ADA. … Relevant to this inquiry is whether defendants had the authority to determine the level of benefits that would be provided to

[4] Ms. Boyden briefly argues that the *Carparts* court also recognized the possibility of extending Title VII liability to the agents of an employer "even if the defendants did not have authority to determine the level of benefits, and even if *Carparts* retained the right to control the manner in which the Plan administered these benefits[.]" *Id.* at 17. To the extent this "second theory" of liability is viable in the First Circuit, it has not been adopted in the Seventh Circuit. The *Alam* court cited *Carparts* only for the proposition that courts may recognize agency liability where the agent exercises control over an important aspect of the plaintiff's employment. *Alam*, 709 F.3d at 669. Moreover, to hold that an entity need not exercise any control over the allegedly discriminatory aspect of the employment relationship would run afoul of the *Alam* court's caution that Title VII plaintiffs may maintain a suit directly against an employer's agent "only under certain circumstances," *id.*, as well as this Court's recognition in *Klassy v. Physicians Plus Insurance Co.*, 276 F. Supp. 2d 952, that nothing in Title VII justifies the imposition of "such potentially wide-ranging liability on insurers." *Klassy*, 276 F. Supp. 2d at 960.

> Carparts' employees and whether alternative health plans were available to employees through their employment with Carparts. If defendants had the authority to determine the level of benefits, they would be acting as an employer who exercises control over this aspect of the employment relationship. Also relevant to this determination is whether Carparts shares in the administrative responsibilities that result from its employees' participation in AWANE and AWANE Plan. … Such sharing of responsibilities would tend to suggest that Carparts and defendants are so intertwined as to be acting together as an "employer" with respect to health care benefits.

Id. at 17 (emphasis added) (citations omitted).

The above analysis comes *directly* from *Spirt* and offers as a potential for Title VII liability the same three factors on which the *Spirt* court based its decision: (1) the authority to determine the level of benefits available; (2) whether alternative health plans were available to employees (i.e., whether participation was mandatory); and (3) whether the actual employer shared in the administrative responsibilities of the employees' participation in the plan. *See id.* As already discussed above, Ms. Boyden has not alleged that *any* of these factual circumstances are present in this case. Consequently, *Carparts* cannot save her claim against DHP.[5]

B. The Other Authority Ms. Boyden Relies Upon Is Inapposite to the Facts Pled in this Case as Well.

Ms. Boyden also cites *Brown v. Bank of America, N.A.*, 5 F. Supp. 3d 121 (D. Me. 2014), for the proposition that Aetna, an insurance company that administered an employee benefits plan on behalf of BOA, the employer, could be held liable as an

[5] The Northern District of Illinois cases Ms. Boyden cites (Br. Opp'n 11 n.7) are likewise factually distinguishable, as they either involved entities that are clearly intertwined with the employer or entities that had substantially more control over the allegedly discriminatory aspects of the employee's employment. *See Holmes v. City of Aurora*, No. 93 C 0835, 1995 WL 21606, at *4 (N.D. Ill. Jan. 18, 1995) (Board of Trustees held to be agent "was created solely for the purpose of allowing the City of Aurora to delegate its responsibility to provide pension benefits for Aurora police officers"); *United States v. Ill.*, No. 93 C 7741, 1994 WL 562180, at *4 (N.D. Ill. Sept. 12, 1994) (Fund responsible for administering pension benefits could be held liable because, while City contributed money, the Fund decided who qualified for pension benefits); *EEOC v. Elrod*, No. 86 C 3509, 1987 WL 6872, at *8 (N.D. Ill. Feb. 13, 1987) (Trustees had power to affect legal relations of employer State of Illinois with its citizens, were fiduciaries who worked primarily for the benefit of the State, and State could control their conduct through statutory enactments).

"agent" of BOA under the Americans with Disabilities Act ("ADA"). (Br. Opp'n 8.) But importantly, *Brown* does not support extending liability to the agents of employers in the absence of control. Indeed, after extensive review of First Circuit case law (including *Carparts*) the *Brown* court set forth an analytical framework that concluded: "Aetna will only be liable as an 'agent' of BOA if either: (1) the bulk of the 'relevant indicia of employment' are within Aetna's *control*, … or (2) Aetna exercised *control* over one aspect of Ms. Brown's employment so significant that it was 'intertwined' with BOA for purposes of the ADA." 5 F. Supp. 3d at 134 (emphasis added).

The facts pled in *Brown* demonstrate a relationship between Aetna and BOA significantly more "intertwined" than the relationship between DHP and the State of Wisconsin in this case. In *Brown*, the plaintiff alleged not only that BOA had authorized Aetna to handle disability and FMLA claims on its behalf, but also that BOA directed the plaintiff to provide additional information to Aetna to justify her leave; that Aetna directed what information she was to provide; and "[c]ritically, if cryptically, … that Aetna informed BOA 'that Brown was being placed on LOA-closed status and direct[ed] BOA to take action within three days.'" 5 F. Supp. 3d at 134. In contrast, here, DHP is alleged simply to administer health insurance plans pursuant to terms set by ETF and GIB. DHP did not, as in *Brown*, ultimately direct Ms. Boyden's employer to take the allegedly discriminatory action in question.

C. Ms. Boyden Cannot Materially Distinguish the Only Precedent That Is Factually Similar to the Facts She has Pled.

None of the cases Ms. Boyden relies upon bear any resemblance to this case. The closest cases factually are *Klassy* and *Baker v. Aetna Life Insurance Company*, 228 F. Supp. 3d 764 (N.D. Tex. 2017), and both confirm that Ms. Boyden's claims against DHP

must be dismissed. In *Klassy*, this Court carefully considered and rejected the possibility of extending the holding of *Spirt* to cover cases like this one. Its holding remains good law, and sound as a matter of policy under these circumstances.[6] Ms. Boyden's only argument to the contrary is that the Court "simply did not have the benefit of the Seventh Circuit's *Alam* opinion when deciding this issue" (Br. Opp'n 13), but *Alam* did not analyze the holding of *Spirt* or provide anything more than a single quotation from that case. *See Alam*, 709 F.3d at 669. *Alam* certainly does not undermine this Court's careful, thorough analysis of *Spirt* as set forth in *Klassy*.

Ms. Boyden also asks the Court to reject the analysis of *Baker*, another factually similar case, but offers no reason beyond her unsupported statement that 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." (Br. Opp'n 13.) She does not explain *how* the law is "plainly different," nor does she cite to any cases holding as such. In fact, the principle Ms. Boyden identifies -- that the Fifth Circuit recognizes an agency theory of employer liability only if the alleged agent had authority with respect to employment practices -- was not only cited by this Court in *Klassy*, *see* 276 F. Supp. 2d at 960 (citing *Deal v. State Farm Cty. Mut. Ins. Co. of Tex.*, 5 F.3d 117, 119 (5th Cir. 1993)), but is wholly consistent with the *Alam* court's statement that agents may be directly liable under Title VII *only* under "certain circumstances." 709 F.3d at 669.

II. DHP WAS NEVER MS. BOYDEN'S EMPLOYER; THE FACT THAT DHP EMPLOYS OTHERS IS INCONSEQUENTIAL.

Ms. Boyden also argues that because DHP "'otherwise meets' the statutory definition of an 'employer,'" meaning it has fifteen or more employees and is engaged in

[6] (*See* DHP's Mem. in Supp. 13-16 (discussing and applying *Klassy*).)

an industry affecting commerce, it should be held liable as an agent. (Br. Opp'n 11 (citing 42 U.S.C. § 2000e(b).) The fact that DHP is not statutorily ineligible to be an "employer" is of no moment in the analysis, however, because DHP was never Ms. Boyden's "employer," either generally or with respect to her health insurance benefits. *DeVito v. Chicago Park District*, 83 F.3d 878, does not hold otherwise.[7] In *DeVito*, the two defendants were the Chicago Park District and the District's Personnel Board, which was comprised of two Park District Commissioners and the Park District's Superintendent of Employment. *Id.* at 879 n.1. The Board was thus an arm of the Park District itself; it was not even clear that they were separate entities, though the court assumed as much for purposes of its analysis. *Id.* at 881 ("Even assuming that the Personnel Board is an entity separate and distinct from the Park District, the Board is an agent of the Park District, and under the ADA the Park District is liable for the Board's actions."). In contrast, DHP is clearly an entity separate from the State of Wisconsin. Moreover, in *DeVito*, there appears to have been no dispute as to whether the Personnel Board was an agent of the Park District; the only question was whether it *otherwise* qualified as an "employer" for ADA liability purposes. *See id.* at 882.

CONCLUSION

DHP has never exercised control over the categorical exclusion for transition-related care that forms the core of Ms. Boyden's Amended Complaint. And, to the extent that Ms. Boyden now wishes to premise her claim against DHP on the single coverage decision DHP made in January 2017, she cites no case law justifying the expansion of Title VII agent liability in that manner. DHP never employed Ms. Boyden, DHP is not

[7] Ms. Boyden also misstates the holding of *DeVito*. She claims that the Court found the employee could sue not only his employer but also the Personnel Board, which was the agent of his employer (Br. Opp'n 11); in fact, the Court remanded the case to determine whether the Board qualified as an "employer." *DeVito*, 83 F.3d at 882.

"intertwined" with Ms. Boyden's employer, and DHP did not control the terms and conditions of her employment. While Ms. Boyden may pursue remedies against her employer in fact, and against the entities that control the scope of health care coverage the State of Wisconsin offers its employees, Title VII is simply not the correct vehicle to bring a discrimination claim against DHP based on a single benefits decision. Accordingly, DHP respectfully requests that the Court dismiss Ms. Boyden's claim against it with prejudice.

Dated this 28th day of August, 2017.

/s/ Lynn M. Stathas
Lynn M. Stathas
WI State Bar ID No. 1003695
lstathas@reinhartlaw.com
Monica A. Mark
WI State Bar ID No. 1082428
mmark@reinhartlaw.com
Attorneys for Defendant,
Dean Health Plan, Inc.
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018
Telephone: 608-229-2200
Facsimile: 608-229-2100

37107290