

**UNITED STATES DISTRICT COURT**  
**FOR THE WESTERN DISTRICT OF MICHIGAN**

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**CADENCE J. MORTON**  
**Plaintiff,**

**v**

**SPECTRUM HEALTH**  
**(AKA, SPECTRUM HEALTH SYSTEMS)**  
**AND PRIORITY HEALTH**  
**Defendants.**

**Case No.: 1:18-cv-\_\_\_\_\_**

**Hon. \_\_\_\_\_**

**Complaint and Demand for Jury**

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Christine A. Yared (P37472)  
*Christine A. Yared, PLC*  
Attorney for Plaintiff  
2503 Mason Ridge Court NE  
Grand Rapids, MI 49525  
616.363.9041  
cayared@comcast.net

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**Jurisdiction and Venue**

1. Plaintiff, Cadence J. Morton ("Plaintiff") is a female and a resident of the Caledonia, Michigan.
2. Defendant Spectrum Health ("Defendant Spectrum Health") is a Michigan Nonprofit Healthcare System, which receives tax-exempt status under section 501(c)(3) of the Internal Revenue Code.
3. Upon information and belief, Spectrum Health, also refers to itself as Spectrum Health Systems.
4. Defendant Priority Health ("Priority Health") is a Michigan Nonprofit Healthcare System, which receives tax-exempt status under section 501(c)(4) of the Internal Revenue Code.

5. Spectrum Health owns 100% of Priority Health's Class A common stock, and has a 93.85% ownership interest in Priority Health.
6. Defendant Spectrum Health's principal place of business is in the Western District of Michigan.
7. Defendant Priority Health's principal place of business is in the Western District of Michigan.
8. The events giving rise to this cause of action occurred in the Western District of Michigan.
9. This action seeks damages against Defendant Spectrum Health for sex/gender identity discrimination in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §2000e, et seq., against Defendants Spectrum Health and Priority Health for violation of The Patient Protection and Affordable Care Act ("ACA"), Section 1557, 42 USC Section 18116 (2112) ("Section 1557"), against Defendant Priority Health for Fraud and Misrepresentation under Michigan law, and in the alternative to Plaintiff's claim for Fraud and Misrepresentation, against Defendant Priority Health for Negligent Misrepresentation under Michigan law.
10. At all relevant times, Defendant Spectrum Health has been an employer, covered within the meaning of Title VII.
11. At all relevant times, Defendant Priority Health has been a health program or activity, as defined by Section 1557 of the ACA.
12. Plaintiff filed a complaint with the United States Equal Employment Opportunity Commission ("EEOC") on or about September 25, 2015.
13. Plaintiff received a "Right to Sue" letter from the EEOC on or about January 3, 2018.  
(Exhibit 1)

14. Plaintiff filed a timely charge of sex discrimination with the EEOC and has filed this action within 90 days of receiving her notice of her right to sue.

**Common Allegations**

15. Plaintiff began working for Michigan Medical PC (“MMPC”) on or about July 26, 2004.

16. MMPC later merged with Defendant Spectrum Health and Plaintiff became an employee of Defendant Spectrum Health on January 1, 2010.

17. Defendant Spectrum Health’s records provide that Plaintiff’s first date of employment is July 26, 2004.

18. Plaintiff works in the Information Services department and her title is Lead Application Development Analyst.

19. The Spectrum Health Medical Group spanning over 12 counties in Michigan, with 1,600 physicians and advanced practice providers in more than 110 adult and pediatric specialties.

20. Defendant Spectrum Health has a nondiscrimination policy which states, “We are an Equal Opportunity Employer and do not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, religion, sexual orientation, gender identity, status as a veteran, and basis of disability or any other federal, state or local protected class.”

21. For the purposes of their nondiscrimination policy, Defendant Spectrum Health defines “sex” to include “discrimination on the basis of gender, pregnancy, false pregnancy, termination of pregnancy or recovery therefrom, childbirth or related medical conditions, sex stereotyping and gender identity.”

22. Defendant Spectrum Health’s nondiscrimination policy applies to “...wages, benefits and all other privileges, terms, and conditions of employment.”

23. Defendant Priority Health has a nondiscrimination policy which states, “Priority Health complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Priority Health does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.”

24. “Gender identity” is a well-established medical concept which refers to one’s internal sense of oneself as belonging to a particular gender.

25. There are many biological components of sex including chromosomal, anatomical, hormonal, and reproductive elements, some of which could be ambiguous or in conflict within an individual.

26. Typically, people who are designated female at birth based on their external anatomy identify as girls or women, and people who are designated male at birth identify as boys or men.

27. For transgender individuals, the sense of one’s self---one’s gender identity---differs from the sex assigned to them at birth.

28. Transgender women are women who were assigned “male” at birth, but have a female gender identity. Transgender men are men who were assigned “female” at birth, but have a male gender identity.

29. Plaintiff is a transgender woman.

30. Plaintiff has a female gender identity even though the sex assigned to her at birth was male.

31. Plaintiff was diagnosed with gender dysphoria, and began the medical portion of her treatment in 2011.

32. Plaintiff was diagnosed with gender dysphoria in 2011.

33. Plaintiff began the process of transitioning to her female identity in February 2011.

34. Gender dysphoria, previously known as “gender identity disorder,” is serious medical condition defined as strong, persistent feelings of incongruence between a person’s experienced gender and that which was assigned to the person at birth, which results in clinically significant distress or impairment.

35. Gender dysphoria is recognized as a medical condition in the *Diagnostic and Statistical Manual of Mental Disorder*, published by the American Psychiatric Association. A clinical description of gender dysphoria also appears in the World Health Organization’s *International Statistical Classification of Diseases and Related Health Problems*.

36. Gender dysphoria is well-recognized in the medical and health care community by physicians, other health care providers and associations including the American Medical Association, the American Psychiatric Association, and the American Psychological Association.

37. The widely accepted standards of care for treating gender dysphoria are published by the World Professional Association for Transgender Health (“WPATH”). The WPATH Standards of Care have been recognized as the authoritative standards of care by the leading medical organizations, including the American Medical Association, the American Psychological Association, and the American Academy of Pediatrics.

38. Defendant Priority Health has also recognized the WPATH Standards of Care as being the authoritative standards of care for gender dysphoria.

39. WPATH standards provide that medically necessary treatment for gender dysphoria may require medical steps to affirm one’s gender identity and transition from living as one gender to another. This treatment, often referred to as transition-related care, may include hormone therapy, surgery (referred to as “gender confirmation surgery,” “transition-related surgery,” or “sex reassignment surgery”), and other medical services that align individuals’ bodies with their

gender identities. The exact medical treatment varies based on the individualized needs of the person.

40. According to every major medical organization and the overwhelming consensus among medical experts, treatment for gender dysphoria, including surgical procedures, are medically necessary when clinically indicated to treat gender dysphoria.

41. The American Medical Association (“AMA”) recognized that gender dysphoria is a “serious medical condition” which, “if left untreated, can result in clinically significant psychological distress, dysfunction, debilitating depression and, for some people without access to appropriate medical care and treatment, suicidality and death.” (AMA Resolution 122, June 16, 2008)

42. The American Medical Association (“AMA”) opposes categorical exclusions of coverage for treatment of gender dysphoria when prescribed by a physician, stating “many of these same treatments...are often covered for other medical conditions” and that “the denial of these otherwise covered benefits for patients suffering from GID represents discrimination based solely on a patient’s gender identity. (AMA Resolution 122, June 16, 2008)

43. The American Psychiatric Association, the American Psychological Association and the American Academy of Pediatrics have all issued resolutions similar to AMA Resolution 122.

44. According to federal courts, categorical exclusions of transition-related healthcare are so far outside the bounds of accepted medical practice that they constitute deliberate indifference to a serious medical need when used as a justification for denying healthcare to prisoners.

45. Plaintiff’s treatment for her gender dysphoria has included psychological therapy, hormone therapy, medical procedures and surgeries, including sex reassignment surgery.

46. Plaintiff has not completed her medically necessary treatment.

47. As an employee of Defendant Spectrum, Plaintiff's health care insurance is through Defendant Priority Health.

48. Defendant Priority Health has failed to cover a significant portion of Plaintiff's medical treatment, including her surgeries.

49. Plaintiff communicated with top management officials at Defendant Spectrum Health and Defendant Priority Health about her medical condition and need for health insurance to cover her treatment.

50. In response to Plaintiff's communications described in paragraph 49 above, Defendants' responses included inaccurate and inappropriate statements.

51. Defendants failed to take any action to correct Plaintiff's health care coverage needs.

#### **Defendants' Health Care Plan Coverage**

52. Defendants' 2015 health care insurance Certificate of Coverage provides as follows: "Sex Change or Transformation, Non-Covered Services – Any procedure or treatment, including hormone therapy, designed to change your physical characteristics from your biologically determined sex to those of the opposite sex. This exclusion applies despite any diagnosis of gender role or psychosexual orientation problems."

53. Defendants' 2015 health care insurance Certificate of Coverage provides coverage for various types of "cosmetic or reconstructive surgery/medically indicated" that are not related to gender dysphoria.

54. Defendants' 2016 health care insurance Certificate of Coverage provides as follows: "Sex Change or Transformation, Non-Covered Services – Any procedure or treatment, including hormone therapy, designed to change your physical characteristics from your biologically determined sex to those of the opposite sex. This exclusion applies despite any diagnosis of

gender role or psychosexual orientation problems.”

55. Defendants’ 2016 health care insurance Certificate of Coverage provides coverage for “cosmetic or reconstructive surgery/medically indicated” reconstructive surgery that is not related to gender dysphoria.

56. Upon information and belief, Defendants made no effort to obtain medical information about the various biological components of sex, such as the chromosomal, anatomical, hormonal, and reproductive elements, some of which could be ambiguous or in conflict with each other, or whether Plaintiff was designated female at birth based on her external anatomy.

57. Defendants’ 2017 health care insurance Certificate of Coverage provides as follows: “Sex Change or Transformation - Services for sex change or transformation will be considered under this Certificate if Medically/Clinically Necessary as determined in accordance with our medical policies. Covered Services are limited to specific treatments outlined in our medical policies and must be provided by a facility approved in advance by us. Covered Services - Gender reassignment surgery, including pre-and post-hormone therapy. Non-Covered Services – Any procedure or treatment that is not Medically/Clinically Necessary or is considered cosmetic, experimental or investigational.”

58. Defendants’ 2018 health care insurance Certificate of Coverage provides as follows: “Sex Change or Transformation - Services for sex change or transformation will be considered under this Certificate to the extent as required, limited, and/or enforceable by applicable state and/or federal law, when all criteria listed in our medical and behavior health policies are met, and if Medically/Clinically Necessary as determined in accordance with our medical policies and behavioral health policies. Covered Services are limited to specific treatments outlined in our medical and behavioral health policies and must be provided by a facility approved in advance

by us. Covered Services - Gender reassignment surgery, including pre-and post-hormonotherapy, is a Covered Services to the extent as required, limited, and/or enforceable by applicable state and/or federal law, and the above criteria is met, including being provided by a facility approved in advance by us. Non-Covered Services – Any procedure or treatment that in not Medically/Clinically Necessary or is considered cosmetic, experimental or investigational.”

59. Defendants’ 2018 health care insurance Certificate of Coverage provides coverage for various types of “cosmetic or reconstructive surgery/medically indicated” that is not related to gender dysphoria, without adding the limiting language, “to the extent as required, limited, and/or enforceable by applicable state and/or federal law.”

60. Plaintiff requires additional medical treatment, including surgery for her gender dysphoria.

61. In January 2018, Plaintiff contacted Defendant Priority Health to determine whether she would have insurance coverage for her gender dysphoria treatment.

62. On January 25, 2018, Defendant Priority Health informed her that “Effective January 1, 2018, your Priority Health Plan will no longer cover Gender Reassignment Surgery. This policy change has no impact on gender related behavioral health services or pharmaceutical, only surgical services related to Gender Reassignment.”

63. On March 24, 2018, Plaintiff sent Defendant Priority Health a copy of the 2018 Certificate of Coverage provision regarding gender reassignment surgery, and asked for clarification since the policy was in conflict with the January 25, 2018 message contained in paragraph 62 above.

64. On March 27, 2018, Defendant Priority Health sent Plaintiff an email stating, “Per the 2018 COC, Covered Services: Covered Services - Gender reassignment surgery, including pre- and post-hormone therapy, is a Covered Services to the extent as required, limited, and/or enforceable by applicable state and/or federal law, and the above criteria is met, including being provided by a facility approved in advance by us. At this time, due to on-going Federal Injunction, will not be covering Gender Reassignment Surgery.”

65. On December 31, 2016, the U.S. District Court for the Northern District of Texas issued a preliminary injunction in *Franciscan Alliance, Inc. et al v Burwell*, enjoining Health and Human Service’s Office for Civil Rights (“HHS OCR”) from enforcing Section 1557.

66. Upon information and belief, Defendant Priority Health’s statement that they will not be covering gender reassignment surgery “due to on-going Federal Injunction,” is a reference to the Texas District Court decision in *Franciscan Alliance*.

67. The Texas federal district court decision *Franciscan Alliance* applies to a federal government agency--HHS OCR--not individuals.

68. The Texas federal district court decision *Franciscan Alliance* does not apply to individuals in the state of Michigan.

69. The Texas federal district court decision *Franciscan Alliance* does not, and cannot enjoin federal courts in the U.S. Circuit Court of Appeals for the Sixth Circuit (“Sixth Circuit Court of Appeals”) from enforcing Section 1557.

70. Upon information and belief, neither Defendant Priority Health, nor Defendant Spectrum Health are under a federal injunction preventing them from providing health care insurance coverage for gender reassignment surgery.

71. Upon information and belief, neither Defendant Priority Health, nor Defendant Spectrum Health have been “required” by state or federal legislation or court order to not provide health care insurance coverage for gender reassignment surgery.

72. Upon information and belief, neither Defendant Priority Health, nor Defendant Spectrum Health have been “limited” by state or federal legislation or court order in any manner which would prevent them from providing health care insurance coverage for gender reassignment surgery.

73. Section 1557 is enforceable in the Sixth Circuit Court of Appeals and in the U.S. District Court for the Western District Court of Michigan.

74. Defendant Priority Health’s action in misrepresenting and misleading Plaintiff into believing that the they are legally barred from providing her coverage for a medically necessary surgery, evidences its discriminatory intent, motive and is a discriminatory action.

75. Defendant Priority Health’s action in erroneously applying a decision from a U.S. District Court in Texas to their Certificate of Coverage provision regarding gender reassignment surgery, and using that erroneous decision to prevent Plaintiff from being able to obtain a medically necessary surgery evidences its discriminatory intent, motive and is a discriminatory action.

76. Defendant Spectrum Health has failed to provide insurance coverage for a significant portion of Plaintiff’s medical treatment, including her surgeries.

77. As a direct result of Defendant Priority Health’s failure to cover a significant portion of Plaintiff’s medically necessary treatment for gender dysphoria, including her surgeries, Plaintiff suffered significant damages described in the counts below.

78. As a direct result of Defendant Spectrum Health’s failure to provide insurance coverage for a significant portion of Plaintiff’s medically necessary treatment for gender dysphoria,

including her surgeries, Plaintiff suffered significant damages described in the counts below.

79. Plaintiff's surgery-related expenses for the years 2012 to 2015 exceeded the sum of \$41,000.

80. Plaintiff has not been able to have additional surgeries that she has needed and continues to need.

**Count I: Defendants Spectrum Health and Priority Health – Section 1557 Discrimination**

81. Plaintiff incorporates by reference paragraphs 1 through 80 above into this paragraph.

82. Section 1557 of the Patient Protection and Affordable Care Act ("ACA"), 42 USC Section 18116 (2112) provides that "an individual shall not, on the ground prohibited under...title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity, any part of which is receiving Federal financial assistance."

83. Title IX of the Educational Amendments of 1972 prohibits discrimination "on the basis of sex" and thus, Section 1557 also prohibits discrimination on the basis of sex.

84. Defendant Spectrum Health is a "health program or activity" which receives federal financial assistance, and is therefore a covered entity for the purposes of Section 1557.

85. Defendant Priority Health is a "health program or activity" which receives federal financial assistance, and is therefore a covered entity for the purposes of Section 1557.

86. On May 13, 2017, the U.S. Department of Health and Human Services issued a final rule ("Final Rule"). See Nondiscrimination in Health Programs and Activities, 81 Fed. Reg. 31376 (May 18, 2016), to be codified at 45 C.R.R. pt. 92.

87. The Final Rule states that a “covered entity that provides an employee health benefit program to its employees and/or their dependents shall be liable for violation of [Section 1557] in that employee health benefit program” if “the entity is principally engaged in providing or administering health services.” 45 C.F.R. 92.208(a).

88. Section 1557 has been in effect since the ACA became law in 2010.

89. Section 1557 had legal effect prior to the adoption of regulations relating to the law.

90. Defendant Spectrum Health is principally engaged in the business of providing health Services.

91. Under Section 1557, Defendant Spectrum Health is prohibited from excluding, adversely treating or otherwise discriminating against employees on the basis of sex in the terms, coverage and operation of its employer-sponsored healthcare insurance plan.

92. Defendant Priority Health is principally engaged in the business of providing health services.

93. Under Section 1557, Defendant Priority Health is prohibited from excluding, adversely treating or otherwise discriminating against its insures on the basis of sex in the terms, coverage and operation of its health care insurance plan.

94. Plaintiff's sex, that being a transgender woman, was a factor that made a difference in Defendants' decisions to subject her to the wrongful and discriminatory treatment described above.

95. Defendants, by their agents, representatives and employees, were predisposed to discriminate on the basis of sex and acted in accordance with that predisposition.

96. Defendants' actions were intentional, with reckless indifference to Plaintiff's rights and sensibilities.

97. If Plaintiff had a gender that was in congruence with the sex she was assigned at birth, she would not have been treated in the manner described in the above paragraphs.

98. Discrimination on the basis of transgender status or gender nonconformity is discrimination on the basis of “sex” under Section 1557.

99. Throughout all relevant times Defendants has had the opportunity and means to provide health care insurance to cover the medically necessary medications, procedures, surgeries, and other healthcare services for Plaintiff, and similarly situated transgender employees suffering from gender dysphoria.

100. As a direct and proximate result of Defendants’ wrongful acts and omissions, Plaintiff has sustained significant damages, including but not limited to financial damages, loss of health care benefits, suffered mental anguish, physical, emotional and psychological distress, humiliation, loss of self-esteem and embarrassment.

101. Plaintiff seeks a declaratory judgment that Defendants must provide health insurance coverage for her medically necessary treatment for gender dysphoria including, gender confirmation surgeries.

102. Plaintiff suffered and seeks recovery for her financial, psychological, emotional and other damages described above, including but not limited to exemplary damages, compensatory damages and consequential damages, for her expenses, costs, attorney fees, and interest.

**Count II: Defendant Sectrum Health - Title VII Discrimination**

103. Plaintiff incorporates by reference paragraphs 1 through 102 above into this paragraph.

104. Defendant Spectrum Health provides insurance coverage for many similar or related health care services for employees who are not seeking treatment for gender dysphoria.

105. Defendant Spectrum Health provides insurance coverage for many similar or related health care services for employees who are not seeking treatment for gender dysphoria, where the necessity of the health care service is not as critical, or is considered cosmetic in nature.

106. Plaintiff's sex, that being a transgender woman, was a factor that made a difference in Defendants' decision to subject her to the wrongful and discriminatory treatment described above.

107. Defendant, by its agents, representatives and employees, were predisposed to discriminate on the basis of sex and acted in accordance with that predisposition.

108. Defendant's actions were intentional, with reckless indifference to Plaintiff's rights and sensibilities.

109. If Plaintiff had a gender that was in congruence with the sex she was assigned at birth, she would not have been treated in the manner described in the above paragraphs.

110. As a direct and proximate result of Defendant Spectrum Health's wrongful, discriminatory acts and omissions, Plaintiff has sustained significant damages, including but not limited to financial damages, loss of health care benefits, suffered mental anguish, physical, emotional and psychological distress, humiliation, loss of self-esteem and embarrassment.

111. Plaintiff seeks a declaratory judgment that Defendant Spectrum Health must provide health insurance coverage for her medically necessary treatment for gender dysphoria including, sex reassignment surgeries.

112. Plaintiff suffered and seeks recovery for her financial, psychological, emotional and other damages described above, including but not limited to exemplary damages, compensatory damages and consequential, damages, for her expenses, costs, attorney fees, and interest.

**Count III: Defendant Priority Health – Fraud and Misrepresentation**

113. Plaintiff incorporates by reference paragraphs 1 through 112 above into this paragraph.

114. On January 25, 2018, Defendant Priority Health made a false statement to Plaintiff when it informed her that her medically necessary gender reassignment surgery is not covered by her insurance.

115. At the time, Defendant Priority Health made the statement contained in paragraph 114 above, it knew, or made the statement with a reckless disregard for the truth, which was and is that its Certificate of Coverage does include gender reassignment surgery.

116. At the time Defendant Priority Health made the statement contained in paragraph 114 above, it intended for Plaintiff to use and rely upon the false information.

117. Plaintiff did in fact rely upon and use the false statement set forth in paragraph 114 above, by making the decision to not have a doctor perform her necessary surgery.

118. As a result of Plaintiff's ongoing medical and psychological need for the sex reassignment surgery, along with her inability to pay for the surgery, on March 24, 2018, Plaintiff made another inquiry about her insurance coverage for her medically needed sex reassignment surgery.

119. On March 27, 2018, Defendant Priority Health made a false statement to Plaintiff, that being that a federal injunction prevented Priority Health from providing Plaintiff with health coverage for her gender reassignment surgery.

120. At the time, Defendant Priority Health made the statement contained in paragraph 119 above, it knew, or used a reckless disregard for the truth, that being that it was not, and is not under a federal injunction preventing it from providing insurance coverage for Plaintiff's gender reassignment surgery.

121. At the time Defendant Priority Health made the statement contained in paragraph 119 above, it intended for Plaintiff to use and rely upon the false information.

122. Plaintiff did in fact rely upon and use the false statement set forth in paragraph 119 above, by making the decision to not have a doctor perform her necessary surgery.

123. As a direct and proximate result of Defendant Priority Health's wrongful acts and omissions, Plaintiff has sustained significant damages, including but not limited to financial damages, loss of health care benefits, suffered mental anguish, physical, emotional and psychological distress, humiliation, loss of self-esteem and embarrassment.

124. Plaintiff seeks a declaratory judgment that Defendant Priority Health must provide health insurance coverage for her medically necessary treatment for gender dysphoria including, sex reassignment surgeries.

125. Plaintiff suffered and seeks recovery for her financial, psychological, emotional and other damages described above, including but not limited to exemplary damages, compensatory damages and consequential, damages, for her expenses, costs, attorney fees, and interest.

**Count IV: Defendant Priority Health – Alternative Claim to Count III, Negligent Misrepresentation**

126. Plaintiff incorporates by reference paragraphs 1 through 125 above into this paragraph.

127. This count is an alternative claim to Plaintiff's fraud and misrepresentation claim contained in Count III of this complaint.

128. On January 25, 2018, Defendant Priority Health with negligence, made a false negligent statement to Plaintiff when it informed her that her medically necessary gender reassignment surgery is not covered by her insurance.

129. At the time, Defendant Priority Health made the statement contained in paragraph 128 above, it acted in a negligent manner regarding the truthfulness of the statement, which was and is that Plaintiff's insurance plan does include gender reassignment surgery.

130. At the time Defendant Priority Health made the statement contained in paragraph 128 above, it intended for Plaintiff to use and rely upon the false information.

131. Plaintiff did in fact rely upon and use the false statement set forth in paragraph 128 above, by making the decision to not have a doctor perform her necessary surgery.

132. As a result of Plaintiff's ongoing medical and psychological need for the sex reassignment surgery, along with her inability to pay for the surgery, on March 24, 2018, Plaintiff made another inquiry about her insurance coverage for her medically needed sex reassignment surgery.

133. On March 27, 2018, Defendant Priority Health, with negligence, made a false statement to Plaintiff, that being that a federal injunction prevented Priority Health from providing Plaintiff with health coverage for her gender reassignment surgery.

134. At the time, Defendant Priority Health made the statement contained in paragraph 133 above, it acted negligently in regards to the truth of that statement, that being that Priority Health was not, and is not under a federal injunction preventing it from providing insurance coverage for Plaintiff's gender reassignment surgery.

135. At the time Defendant Priority Health made the statement contained in paragraph 133 above, it intended for Plaintiff to use and rely upon the false information

136. Plaintiff did in fact rely upon and use the false statement set forth in paragraph 133 above, by making the decision to not have a doctor perform her necessary surgery.

137. As a direct and proximate result of Defendant Priority Health's wrongful acts and omissions, Plaintiff has sustained significant damages, including but not limited to financial damages, loss of health care benefits, suffered mental anguish, physical, emotional and psychological distress, humiliation, loss of self-esteem and embarrassment.

138. Plaintiff seeks a declaratory judgment that Defendant Prior Health must provide health insurance coverage for her medically necessary treatment for gender dysphoria including, sex reassignment surgeries.

139. Plaintiff suffered and seeks recovery for her financial, psychological, emotional and other damages described above, including but not limited to exemplary damages, compensatory damages and consequential, damages, for her expenses, costs, attorney fees, and interest.

**Demand for Trial by Jury**

Plaintiff demands a trial by jury in this matter.

April 2, 2018

/s/[Christine A. Yared]  
Christine A. Yared  
*Christine A. Yared, PLC*  
Attorney for Plaintiff  
2503 Mason Ridge Court NE  
Grand Rapids, MI 49525  
616.363.9041  
cayared@comcast.net

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE OF RIGHT TO SUE  
(CONCILIATION FAILURE)

To: Cadence J. Morton  
7370 Palomino Place  
Caledonia, MI 49316  
From: Detroit Field Office  
477 Michigan Avenue  
Room 865  
Detroit, MI 48226

On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No. 471-2016-00128  
Investigator Jamie S. Dickinson, (313) 226-5670  
EEOC Representative Telephone No.

TO THE PERSON AGGRIEVED:

This notice concludes the EEOC's processing of the above-numbered charge. The EEOC found reasonable cause to believe that violations of the statute(s) occurred with respect to some or all of the matters alleged in the charge but could not obtain a settlement with the Respondent that would provide relief for you. In addition, the EEOC has decided that it will not bring suit against the Respondent at this time based on this charge and will close its file in this case. This does not mean that the EEOC is certifying that the Respondent is in compliance with the law, or that the EEOC will not sue the Respondent later or intervene later in your lawsuit if you decide to sue on your own behalf.

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS of your receipt of this notice**, or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission

*Michelle Eisela*  
Michelle Eisela,  
District Director

12/26/2017  
(Date Mailed)

Enclosure(s)

cc: David Leonard  
Chief Legal Officer  
SPECTRUM HEALTH  
c/o Nathan Plantinga  
Miller Johnson  
45 Ottawa Ave, SW Suite 1100  
P.O. Box 306  
Grand Rapids, MI 49501-0306