

In The Matter Of:

*Alina Boyden and Shannon Andrews v.
State of Wisconsin Department of Employee Trust Funds*

*Deposition of J.P. Wieske
May 30, 2018*

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Min-U-Script® with Word Index

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IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN		
<hr/> ALINA BOYDEN and SHANNON ANDREWS,		
Plaintiffs,		
-vs-		Case No. 17-CV-264
STATE OF WISCONSIN DEPARTMENT OF EMPLOYEE TRUST FUNDS, et al.,		
Defendants.		
<hr/> Deposition of J.P. WIESKE,		
taken at the instance of the Plaintiffs, under and		
pursuant to the Federal Rules of Civil Procedure,		
before Peggy S. Christensen, RPR, CRR, CRC, and		
Notary Public in and for the State of Wisconsin, at the		
offices of the State of Wisconsin Department of Justice,		
17 West Main Street, Madison, Wisconsin, on		
May 30, 2018, commencing at 9:05 a.m. and ending at		
1:05 p.m.		
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2	HAWKS QUINDEL, S.C., by	2
3	NICHOLAS E. FAIRWEATHER,	3 12
4	409 East Main Street, Madison, Wisconsin 53703, appeared on behalf of the Plaintiffs;	4
5	AMERICAN CIVIL LIBERTIES UNION FOUNDATION, by	5 13
6	JOHN A. KNIGHT,	6
7	ACLU Foundation,	7 14
8	Lesbian Gay Bisexual Transgender Project, 150 North Michigan Avenue, Suite 600, Chicago, Illinois 60601, appeared on behalf of the Plaintiffs.	8
9		9
10	STATE OF WISCONSIN DEPARTMENT OF JUSTICE, by	10
11	COLIN T. ROTH and STEVEN C. KILPATRICK,	11 16
12	17 West Main Street, Madison, Wisconsin 53707, appeared on behalf of the Defendants.	12
13	Also Present: David Nispel, Diana Felsmann	13
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1 J.P. WIESKE, called as a witness,
 2 being first duly sworn, testified on oath as
 3 follows:
 4
 5 EXAMINATION
 6 By Mr. Knight:
 7 Q Good morning, Mr. Wieske. I introduced myself
 8 before, but I'm one of the attorneys for the
 9 plaintiffs. Could you just state your name for
 10 the record.
 11 A Sure. J.P. Wieske. Joseph Paul Wieske, Jr.
 12 Q And have you been deposed before?
 13 A In this matter?
 14 Q In any matter.
 15 A Yes. Yes.
 16 Q Okay. But you haven't been deposed in this
 17 matter?
 18 A I have not.
 19 Q Okay. I was going to say, that would be a
 20 surprise to me. But okay. What other matters
 21 have you been deposed in?
 22 A It was an employment matter related to OCI.
 23 Q What kind of a matter was that?
 24 A It was -- somebody had applied for a promotion and
 25 did not get the promotion and ended up suing.

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1 Q Okay. And what was the basis for the lawsuit?
 2 A I was ancillary involved, so I don't remember
 3 the specifics. There were various pieces that
 4 changed over time. So pieces of it related to
 5 discrimination, pieces of it related to, I think
 6 the deputy commissioner at the time, they had some
 7 concerns about whether or not they handpicked a
 8 person.
 9 Q Okay. Were you the hiring -- the person who made
 10 the hiring decision?
 11 A No.
 12 Q Or the promotion decision, I should say?
 13 A I did not.
 14 Q Okay. And I should warn you that in terms of the
 15 deposition process itself, it's important to
 16 answer out loud. It's also important to let me
 17 finish my question. I understand you speak
 18 quickly, but please give me time to finish my
 19 question. Otherwise, it's very hard for the court
 20 reporter.
 21 If you don't understand a question, let me
 22 know, and I can try to rephrase it. But if you've
 23 answered, we're going to assume that you
 24 understood the question.
 25 Is there any reason you can think of why

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1 you're not able to answer truthfully under oath
 2 today?
 3 A No.
 4 Q Okay. And if you need a break, let me know. I'll
 5 just ask that if we're in the middle of a line of
 6 questioning, I may ask that we wait a moment until
 7 we finish that. Is that okay?
 8 A Okay.
 9 Q Where do you live, Mr. Wieske?
 10 A I live in Green Bay, Wisconsin.
 11 Q And what kind of an education did you receive?
 12 A I received a college education in economics and
 13 political science.
 14 Q Where was that?
 15 A At Carroll College, now Carroll University in
 16 Waukesha.
 17 Q I'm sorry. When did you graduate from college?
 18 A 1993.
 19 Q And you said political science and economics. Do
 20 I remember that correctly?
 21 A Correct.
 22 Q And any education after that? Any graduate level
 23 degrees or any other courses?
 24 A I have an insurance certificate, a Fellow of Life
 25 Management Institute certificate.

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1 Q I'm sorry. Are those two different things or one?
 2 A They're one thing.
 3 Q Okay. And what is that degree?
 4 A It's a designation FLMI. It's a series of ten
 5 courses on insurance-related topics.
 6 Q Where did you complete that study?
 7 A That was done while I was employed in Green Bay.
 8 It was a self-study, and it was through my
 9 employer, American Medical Security.
 10 Q What kind of an employer is American Medical
 11 Security?
 12 A At the time, it was an individual and small group
 13 insurer.
 14 Q Was that your first position out of college?
 15 A It was not.
 16 Q What was your first position out of college?
 17 A I sold radio advertising, and I also worked for
 18 the city parks department.
 19 Q Who did you sell radio advertising for?
 20 A It was WNFL was the radio station and WKFX radio
 21 station. The company has since folded, so I don't
 22 know who -- the radio stations are still there,
 23 but the company has since folded.
 24 Q Okay. And what was the -- was that a news
 25 station? What was the kind of station that was?

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1 A It was a news sports station.
 2 Q How long were you --
 3 A And the other one was an oldies station.
 4 Q An oldies station?
 5 A Yes.
 6 Q And how long were you there?
 7 A Seven months.
 8 Q And what did you do after that?
 9 A I started working for American Medical Security.
 10 Q When was that?
 11 A It was in late '93, 1993.
 12 Q Where was that?
 13 A That was in Green Bay, Wisconsin. Howard,
 14 Wisconsin, to be specific, just outside of
 15 Green Bay.
 16 Q How long did you work there?
 17 A Just under ten years.
 18 Q And what were your positions there? What did you
 19 start out as?
 20 A I started out as a claims analyst. I then was
 21 what was called a quality consultant which is an
 22 appeals specialist, and then I was an underwriter,
 23 and then I was in government relations, government
 24 affairs.
 25 Q How long were you in government relations?

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1 A About five years.
 2 Q And what was your job in government relations?
 3 A It was to lobby the company's position through
 4 trade organizations and in various states.
 5 Q And when you say in states, do you mean in state
 6 legislatures or --
 7 A State legislative bodies, as well as through the
 8 National Association of Insurance Commissioners
 9 and through state regulators.
 10 Q State regulatory --
 11 A State regulatory agencies, like insurance
 12 commissioners, yes.
 13 Q Why did you leave that position?
 14 A Why did I leave that position?
 15 Q Yes.
 16 A Better opportunity.
 17 Q And what was that?
 18 A I worked for the Council for Affordable Health
 19 Insurance.
 20 Q And why was that a better opportunity?
 21 A It paid more money, it was a higher profile
 22 position.
 23 Q When did you begin that job?
 24 A It would have been about late 2003, October 2003.
 25 Q And, I'm sorry, what was your role there? What

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1 was your title and role?
 2 A I was the state affairs director and later the
 3 director, executive director.
 4 Q What does that organization -- is that a trade --
 5 what kind of an organization is that?
 6 A It was a research and trade organization. So it
 7 did both lobbying and did research on various
 8 topics.
 9 Q And who were its constituents?
 10 A We had a variety of members, mostly insurance
 11 companies, but also individual actuaries and --
 12 actuaries and agents and folks affiliated with
 13 insurance issues.
 14 Q Were those Wisconsin insurance companies and
 15 actuaries?
 16 A For a brief time, I believe American Medical
 17 Security was a member, but I don't believe there
 18 were any Wisconsin -- I'm sorry, Assurant was also
 19 a member. But most of the members were from other
 20 states.
 21 Q Where is that based?
 22 A It was based -- it's since closed. It was based
 23 in Alexandria, Virginia, just outside of
 24 Washington, D.C.
 25 Q How long were you in that position?

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1 A Until roughly October of '11.
 2 Q I'm sorry. October of 2011?
 3 A Until October of 2011, correct.
 4 Q And why did it close, or why did the organization
 5 go away?
 6 A Several of the members had dropped out who were
 7 the -- largely paying the majority of the dues.
 8 Q Was there a particular reason for that?
 9 A I think in one case the largest dues paying member
 10 ran into other financial issues and the other dues
 11 paying member had been purchased by a larger
 12 company that had other memberships.
 13 Q Is there a competing organization that those
 14 members would have changed their membership to?
 15 A There were -- yes. AHIP, or excuse me, is it AHIP
 16 now? Yeah. AHIP, America's Health Insurance
 17 Plans.
 18 Q Did you stay until the end of the organization or
 19 did you leave before?
 20 A I left before.
 21 Q When did it actually fold?
 22 A It was about two years after I left.
 23 Q And did you leave because you saw the organization
 24 was folding?
 25 A There were significant financial issues, and we

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1 were faced with additional staff cuts, and my
 2 leaving and being replaced by somebody who worked
 3 for a company and was not being paid by the
 4 organization caused it to be able to continue the
 5 additional two years.
 6 Q Where did you go from there?
 7 A The state.
 8 Q State of Wisconsin?
 9 A State of Wisconsin, correct.
 10 Q How did that position come about?
 11 A I had worked with the deputy commissioner at that
 12 time, Dan Schwartzter, and had met the
 13 commissioner, Ted Nickel, and we chatted about the
 14 position and I was offered the legislative liaison
 15 and PIO position.
 16 Q How did you come to meet the deputy commissioner?
 17 A I had known him for a number of years. American
 18 Medical Security was a member of his -- of an
 19 organization that he had run, and so I had known
 20 him for a number of years.
 21 Q And, I'm sorry, remind me of his name, the deputy
 22 commissioner.
 23 A Daniel Schwartzter.
 24 Q Schwartzter, okay. And you said you were hired as
 25 government affairs?

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1 A For the state?
 2 Q For the state when you came to the State of
 3 Wisconsin.
 4 A Legislative liaison and public information
 5 officer.
 6 Q What did you do in that position? I'm sorry.
 7 When were you hired there?
 8 A October of '11, I believe.
 9 Q October of 2011, okay, you told me.
 10 A Everything seems to happen in October.
 11 Q I'm sorry?
 12 A Everything seems to happen in October.
 13 Q For you or just in general?
 14 A For me. For me.
 15 Q Okay. So what were you doing in that position,
 16 legislative liaison/public information officer?
 17 A I was working on press issues, working on
 18 publications for OCI, editing those, going through
 19 them, as well as dealing with the legislative
 20 issues for the office. Testifying for the office,
 21 helping to craft strategy, legislative strategy,
 22 for the office.
 23 Q Testifying in the legislature?
 24 A Correct.
 25 Q Anything else?

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1 A There were other duties as assigned, I'm sure, and
 2 I'm sure we had discussions on various policy
 3 pieces inside the agency. I'm sure I assisted on
 4 a variety of -- implementing a variety of other
 5 pieces. I don't remember anything specific, but
 6 it's the nature of a management job.
 7 Q How long were you in that position?
 8 A I was in that position until June of '16.
 9 Q And what happened in June of '16?
 10 A I was promoted to deputy commissioner.
 11 Q Where did Mr. Schwartzter go?
 12 A Mr. Schwartzter was working on a large
 13 rehabilitation that the office is responsible for,
 14 a company called Ambac, which hopefully will be
 15 out of rehabilitation shortly.
 16 Q What does rehabilitation mean?
 17 A It means the company got into financial trouble
 18 and you work as a regulator to ensure that they
 19 either have enough money to have ongoing
 20 operations or that they will never get there and
 21 you need to liquidate the company to pay
 22 outstanding claims.
 23 Q That's a Wisconsin company, I assume?
 24 A It is a Wisconsin domiciled company, yes.
 25 Q What does the Office of -- or you would think I

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1 would know it, Office of the Commissioner of
 2 Insurance; is that right?
 3 A That is correct.
 4 Q OCI. Okay. What does it do?
 5 A Functionally it regulates all of the insurance-
 6 related activity done in the state of Wisconsin,
 7 provides assistance to consumers when they need
 8 help, and provides information to consumers to
 9 help them better understand their insurance -- to
 10 better understand their insurance and their
 11 insurance options.
 12 Q Does it have any responsibility for public
 13 insurance? That is, insurance Medicaid, Medicare?
 14 A In the case of Medicare, we do regulate the
 15 companies that do Medicare supplemental insurance.
 16 We do not regulate Medicare Advantage insurance,
 17 which is a separate issue. We regulate agents
 18 that sell a variety of those products. We don't
 19 have any involvement in Medicaid.
 20 Q And do you have any involvement in the insurance
 21 products provided to state employees?
 22 A Do you mean -- to clarify, do you mean my
 23 involvement related to the Group Insurance Board
 24 or my involvement in day-to-day operations with
 25 the Office of Commissioner of Insurance?

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1 Q The latter, OCI.
2 A We regulate the companies that provide the
3 insurance to state employees since those products
4 are fully insured.
5 Q Okay. But would it be accurate to say that OCI
6 does not have any role in setting the terms of
7 those policies? That is, what we call the
8 uniform -- or what they call the uniform benefits?
9 A Correct. It would be similar to our relationship
10 with a particular company, a large employer that's
11 providing benefits under a contract. We have
12 limited authority in those cases, so there is a
13 lot of authority invested in ETF as well. So we
14 have limited authority in those cases.
15 Q I'm sorry. OCI has limited authority with respect
16 to -- not with respect to the state insurance
17 plans but with respect to plans provided by
18 private insurers to people who are not state
19 employees. Is that what you're saying?
20 A To some large employers, that there are contracts
21 that govern large employers and we have limited
22 authority over certain large employer contracts.
23 In other words, if an employer wants a contract
24 for certain kinds of benefits, state statutes
25 generally don't give us authority to regulate some

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1 of those pieces.
2 Q Okay. But just to be clear, that is something
3 different from the role of ETF. ETF has the role
4 with respect to the uniform benefits that are
5 provided to state employees; is that right?
6 A That is correct.
7 MR. ROTH: Objection. Vague. You
8 can answer.
9 A That is correct.
10 Q How did your role change when you became deputy
11 commissioner?
12 A The scope of issues that I deal with expanded
13 considerably.
14 Q In what ways?
15 A I became responsible essentially operating as, I
16 suppose, what you would compare to a chief
17 operating officer inside a company, responsible
18 for all the functional areas of the department, as
19 well as serving as the chief enforcement officer
20 since the commissioner serves as, you know,
21 essentially a judicial role in enforcement actions.
22 Q And those would be enforcement of state insurance
23 law?
24 A Enforcement of state insurance laws against
25 violations by specific companies or specific

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1 agents.
2 Q Who hired you into this position?
3 A Ted Nickel appointed me to the position.
4 Q Who is Ted Nickel?
5 A Ted Nickel is the commissioner of insurance.
6 Q And who does Mr. Nickel report to?
7 A Mr. Nickel reports to the governor.
8 Q Are you a member of any other organizations in
9 which -- either related to your work at OCI or in
10 some other role?
11 A I don't think so. No.
12 Q Neither as a member or as a board member or
13 anything of that sort?
14 A No.
15 Q Are there professional organizations that you're a
16 part of?
17 A No.
18 Q Where is your actual position based as the deputy
19 commissioner of insurance?
20 A Here in Madison, a couple blocks over. 125 South
21 Webster Street.
22 Q So you commute back and forth between Green Bay?
23 A Yes.
24 Q How long have you been a member of the Group
25 Insurance Board?

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1 A Since my appointment as commissioner -- or as
2 deputy commissioner.
3 Q Is that an automatic position assigned to the
4 deputy commissioner or was there some other way in
5 which you were put on the board?
6 A It is the designee of the commissioner, and so the
7 commissioner designated me.
8 Q So he could have designated someone else, but he
9 designated you?
10 A He could have, yes.
11 Q Okay. Did Mr. Schwartzer have the position on the
12 board, on GIB, prior to you?
13 A He did.
14 Q And when did you actually become a GIB member?
15 A I presume the date that I was appointed, but I
16 don't think we had any sort of official timeframe.
17 I think I attended a meeting before in place of
18 Daniel Schwartzer prior since he couldn't make it.
19 Q When was that?
20 A I don't recall.
21 Q Would it have been June of 2016?
22 A When I first attended? I attended everything
23 after June of '16, but I'd attended meetings at
24 his behest prior to June of '16.
25 Q One or several?

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1 A I don't recall specifically. I would guess
 2 several, but I don't recall specifically.
 3 Q And so it was the commissioner who appointed you,
 4 then, to the board?
 5 A I serve as his designee, yes.
 6 Q Okay. What are your roles as a board member,
 7 roles and responsibilities?
 8 A I think ultimately the role is to look at the
 9 issues facing the GIB and make the best decisions
 10 possible balancing cost, balancing the needs of
 11 the state employees, and, you know, good public
 12 policy.
 13 Q How much time do you spend on GIB business, in a
 14 month, for example?
 15 A I don't actually know. It is not a great deal of
 16 time. And it would vary depending on whether or
 17 not there is an upcoming meeting.
 18 Q And is my understanding correct that the ETF staff
 19 set the agenda for the board meetings, in
 20 cooperation with the board, and provide materials
 21 to the board, et cetera, prior to meetings? Is
 22 that the way that works?
 23 A I think that is correct, with one caveat. I think
 24 they work -- they don't necessarily work directly
 25 with the board. I think the board chair and the

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1 board vice chair have some decisionmaking power
 2 over the agenda.
 3 Q Have you ever been the chair?
 4 A I have not.
 5 Q So would Mr. Farrell be the best person to answer
 6 questions about his responsibility?
 7 A I would presume so.
 8 Q Do you know who -- Is there a deputy chair?
 9 A There is a vice chair.
 10 Q Do you know who that is?
 11 A I don't remember off the top of my head.
 12 Q Do you know whether the vice chair has had any
 13 role in setting agendas?
 14 A I don't.
 15 Q Okay. So when a board meeting is coming about,
 16 would it be accurate then to say that you get --
 17 you're provided an agenda for that particular
 18 meeting, as well as some materials to consider at
 19 that meeting?
 20 A That is correct.
 21 Q And your understanding is that Mr. Farrell has
 22 some role in that, but ultimately that comes from
 23 ETF staff emailing that to you; is that right?
 24 A Correct. They may email or they may snail mail as
 25 well some items, but they would provide the items

Page 23

1 to us, yes.
 2 Q What kind of items did they snail mail?
 3 A I think typically they will send, to avoid copying
 4 costs -- actually, to be honest, my assistant
 5 deals with it, so I'm not entirely certain it's
 6 snail mail, but some items appear to be copied and
 7 sent over just for ease of organization.
 8 Q So is it possible your assistant simply prints out
 9 the materials that are sent as attachments with
 10 email?
 11 A I think on occasion there are pieces that she
 12 certainly does print out, yes.
 13 Q Okay. There was written discovery requests that
 14 were made in this case. Are you aware of that?
 15 A Yes.
 16 Q Were you consulted about those requests?
 17 A I was.
 18 Q And did you provide documents to the lawyers,
 19 you know, responding to their particular requests?
 20 A I did.
 21 Q Okay. Is there anything you can think of now that
 22 you didn't provide?
 23 A No.
 24 Q Do you speak to the ETF staff about your GIB role?
 25 A Not with any regularity. I'm sure there may have

Page 24

1 been an occasion or two where I have.
 2 Q Can you think of any?
 3 A Not anything specific, no. I'm sure I've had
 4 discussions with Lisa Ellinger when she was there,
 5 but I don't remember what the specifics around
 6 that were.
 7 Q What about the secretary, Mr. Conlin?
 8 A I don't think I've -- I don't think I've -- I
 9 don't recall calling him and having any specific
 10 discussions.
 11 Q What about GIB board members? Obviously you
 12 interact with them at the meetings themselves. Is
 13 that the time when you interact with them or are
 14 there other times when you interact with other
 15 board members?
 16 A I certainly interacted with Terri Carlson when she
 17 was on the board and Jennifer Stegall on the
 18 board, given that they both work in our office.
 19 Q Terri Carlson?
 20 A She has since left the board.
 21 Q Okay. And, I'm sorry, Jennifer?
 22 A Jennifer Stegall.
 23 Q Stegall. And they both work at OCI?
 24 A They both work at OCI.
 25 Q So does OCI have more than one seat on the board?

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1 A No.
 2 Q So why would they have been -- were they on the
 3 board to replace you or was that prior to you --
 4 tell me what their role was, then, on the board.
 5 A So in both cases, there are statutory specific
 6 requirements for each position, and they were
 7 appointed in those positions separately.
 8 Q Statutory requirements for each position on the
 9 board, on GIB?
 10 A In order to qualify for the ETF -- or for the GIB
 11 board, you need to meet certain requirements. So
 12 I am the designee of the commissioner.
 13 Q Okay.
 14 A I don't remember what requirements they fell
 15 under, but there were other requirements,
 16 you know. So, for example, I think there are
 17 folks that need to be in the Wisconsin Retirement
 18 System and need to have been a teacher, so you
 19 need to find a teacher or former teacher. So they
 20 qualify under a different category.
 21 Q But you don't know what that category is at this
 22 point?
 23 A I don't know off the top of my head, no. And I
 24 think there was an interest in having individuals
 25 who had insurance knowledge on the Group Insurance

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1 Board.
 2 Q Do you know what period of time they were on the
 3 board?
 4 A No. I don't know how long or when they were
 5 appointed or when their terms were up and when
 6 their terms started. No, I don't know off the top
 7 of my head.
 8 (Exhibit No. 1 marked for
 9 identification)
 10 Q Mr. Wieske, I'm showing you what's marked as
 11 Wieske Exhibit No. 1. Have you seen this before?
 12 A It looks familiar, yes.
 13 Q Okay. Now, this is -- why don't you take a quick
 14 look at it so I can ask you some questions about it.
 15 A Okay.
 16 Q Do you know when you first saw this policy?
 17 A I think I would guess the first I saw this
 18 specific version of the policy was on February 9,
 19 but this is consistent with my understanding of
 20 state rules.
 21 Q Are you saying that this policy changed in --
 22 well, if you look at the front page of the policy
 23 itself, on the top there it says it was revised on
 24 January 19, 2012.
 25 A Okay.

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1 Q So you just suggested that this may have been -- I
 2 don't know if you were saying this had been
 3 amended after that or you're just saying I
 4 definitely got it because of the email in 2017.
 5 A I definitely got it because of the email in 2017.
 6 Q Okay. But you were aware of this policy prior to
 7 that, or at least the terms of it?
 8 A I was.
 9 Q And I just wanted to ask you, so on page 2 it
 10 talks about -- there is a section there talking
 11 about communication between a board member and an
 12 external party. Do you see that section?
 13 A I do.
 14 Q And the second paragraph of that says that board
 15 members are encouraged to provide presentation
 16 materials related to department benefits to the
 17 department for review prior to distribution or
 18 publication. Do you see where I'm reading?
 19 A I do.
 20 Q Do you understand that?
 21 A I do.
 22 Q Okay. And what does that mean in your understanding?
 23 A In my understanding, that if I were to do a
 24 presentation on anything related to the GIB that
 25 there would be an expectation that I have a

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1 discussion with the GIB before I do that and that
 2 I'm not to speak for the board if I were to
 3 particularly do a presentation.
 4 Q Well, it says provide presentation to the
 5 department. It doesn't say to the board. Do you
 6 see what I'm saying?
 7 A Correct. And when I say department, I'm referring
 8 to -- I'm referring to ETF in my thought. ETF is
 9 the department is my understanding.
 10 Q Okay. So your understanding is that if you were
 11 going to present some information to the board,
 12 you're going to -- you're at least encouraged to
 13 clear that or bring that to the department staff
 14 in advance of bringing it to the board. Is that
 15 your understanding?
 16 MR. ROTH: Objection. Misstates
 17 his testimony.
 18 Q Well, maybe I'm not understanding what you're
 19 saying.
 20 A I don't even understand your question.
 21 Q My understanding is that this is saying that if
 22 you as a board member want to present something to
 23 the board itself that you should bring that to the
 24 attention of the department prior to presenting it
 25 to the board. Am I misreading that?

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1 A You are.
2 Q Okay.
3 A Because up above the title is communication
4 between a board member and an external party, so
5 that is nonboard. That is a discussion if I were
6 to do a presentation in front of a bunch of agents
7 about ETF issues.
8 Q Okay. Now I understand what you're saying. Got
9 it. Have you made any presentations to external
10 groups about board business?
11 A No. I believe -- let me alter that statement a
12 little bit. I believe I was on a panel with Lisa
13 Ellinger who at the time was serving -- was
14 working at ETF and I think somebody else to
15 discuss in a public forum self-insurance. It was
16 not about the GIB but it was a discussion about
17 the concept of self-insurance.
18 Q Okay. On page 1 there is a section talking about
19 communication between board members outside of
20 board meetings. Actually, there are two different
21 sections talking about it. There is one talking
22 about communication between board members at board
23 meetings and then the second one about
24 communications outside of board meetings.
25 A Uh-huh.

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1 Q What is your understanding about whether you're to
2 have communications among board members outside of
3 board meetings or not?
4 A My understanding is similar to what our
5 understanding is on our open meetings policy in
6 general, which is you're not supposed to have
7 these sort of discussions and especially not
8 regarding specific votes or other issues to create
9 a walking quorum and so you should not have broad
10 discussions and have multiple discussions --
11 you know, multiple parties inside a discussion on
12 board issues.
13 Q So those should happen at the meetings themselves?
14 A Those discussions should be part of the open
15 meetings, yes.
16 Q Okay. Are you familiar with the term transgender?
17 A Yes.
18 Q And what is your understanding of it?
19 A It's individuals who have a belief that they've
20 been born into the wrong gender and that they
21 will, in order for their peace of mind, be able to
22 move to the other gender.
23 Q Do you know anyone who is transgender?
24 A I don't believe so.
25 Q Do you know the terminology gender dysphoria?

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1 A I do.
2 Q And what is that?
3 A I think that's the sense that, again, you don't
4 believe that you were born into the correct gender.
5 Q Do you know anything about the diagnosis of gender
6 dysphoria?
7 A Not really.
8 Q You don't have any medical training?
9 A I have no medical training.
10 Q Have you consulted with anyone who does about
11 gender dysphoria?
12 A No.
13 Q Has this topic, this issue of transgender people
14 and medical treatment for gender dysphoria, been a
15 topic of any classes or training that you've had?
16 A I don't believe so.
17 Q Okay. So I'm going to ask you some questions
18 about what I would like to call in shorthand the
19 exclusion related to -- which is the ban on
20 coverage or state employee health insurance
21 coverage for procedures, services, and supplies
22 related to surgery and sex hormones associated
23 with gender reassignment. Are you familiar with
24 that terminology?
25 A Yes.

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1 Q And you're familiar with that exclusion?
2 A Yes.
3 Q Okay. So if I use the word just exclusion or
4 exclusion from coverage, you'll know what I'm
5 talking about?
6 A Yes.
7 Q What is your understanding of that exclusion?
8 A I don't understand the -- I guess I don't
9 understand the question.
10 Q Well, I guess what I'm asking is what does it
11 cover, the exclusion? Do you know?
12 A So my understanding is that insurers put that in
13 place in part to administratively simplify the way
14 that they were administering gender reassignment
15 coverage issues and that administratively having
16 the exclusion made the policies clearer because
17 their medical folks, their medical review did not
18 provide coverage for the gender reassignment
19 treatment.
20 Q Who are you talking about? You said insurance
21 companies?
22 A Insurance companies, yes.
23 Q And what medical review are you talking about?
24 A When a consumer or an insured person applies for
25 any certain types of medical treatment, that is

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1 subject to an additional layer of review by the
 2 insurer and they typically use a medical provider
 3 to review that. They base those on the medical
 4 records that are provided by the medical doctor,
 5 as well as any research that the particular
 6 company has done in order to make a determination
 7 on the benefits.
 8 Q Okay. Well, you're aware that there are a number
 9 of insurance companies that provide coverage for
 10 these kinds of services?
 11 A I am not.
 12 Q So your understanding -- is it your understanding
 13 that this would prohibit surgical treatment for
 14 gender dysphoria?
 15 A Let me, if I may, clarify. Is your assumption
 16 that this exclusion alone would prohibit the
 17 treatment, and if that's your question, then the
 18 answer is no. That -- In other words, that my
 19 discussions with a number of insurers outside of
 20 the GIB related to their policies is that they
 21 don't provide coverage even when there is no
 22 exclusion based on their review of the medical --
 23 the review of the medical case specifically.
 24 Q Okay. Well, you must be aware that there are a
 25 number of state Medicaid systems, for example,

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1 that provide this kind of care, and it's
 2 surprising to me that you're claiming that you
 3 don't know that there is no private insurance
 4 company -- or you don't know of private insurance
 5 companies that provide this coverage.
 6 MR. ROTH: Objection.
 7 Q That's what you're saying?
 8 MR. ROTH: Objection. Lacks
 9 foundation, argumentative. Is there a
 10 question?
 11 Q That was a question. Did you understand my
 12 question, because --
 13 A I did. I have no way of knowing what other
 14 Medicaid systems do. We don't do Medicaid. I
 15 have no way of knowing that. I don't research
 16 Medicaid. I have no idea about what happens with
 17 Medicaid. I have no idea everything specifically
 18 that is covered inside every insurance policy.
 19 Q Okay.
 20 A And so I would have no way of knowing whether or
 21 not that's the exception and, you know -- whether
 22 or not that's the exception or the rule. I have
 23 no idea. It's not something that comes up
 24 typically that I would understand whether or not
 25 there are insurers that are covering it. I have

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1 no idea.
 2 Q Okay. That's totally fair. But let me make sure
 3 I understand what you're saying, though, about
 4 this exclusion. You're saying is that based on
 5 your understanding, the exclusion doesn't prevent
 6 something that would otherwise be provided because
 7 you've been told that insurance companies believe
 8 it's not medically necessary care?
 9 A That is my understanding.
 10 Q Okay. But you're not a physician?
 11 A I am not a physician.
 12 Q And you've not spoken to experts about the
 13 research supporting the necessity of this care; is
 14 that right?
 15 A I have not.
 16 Q But you would agree that if a provider certified
 17 that a patient who is a state employee had a
 18 medical necessity for surgical treatment for
 19 gender dysphoria, this language would exclude that
 20 coverage for that; is that right?
 21 MR. ROTH: Objection. Vague.
 22 Calls for speculation. You can answer.
 23 A It would not -- my assumption is, yes, it would
 24 exclude the coverage.
 25 Q And would that also be true for hormone therapy to

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1 treat gender dysphoria?
 2 A I don't know.
 3 Q Do you know who would know?
 4 A The individual insurance plans since they're fully
 5 insured.
 6 Q Well, you know, we're talking at this point about
 7 the individual insurance plans who are subject to
 8 the uniform benefits. Do you understand what I'm
 9 saying?
 10 A Correct.
 11 Q Okay. So wouldn't it be GIB who would tell those
 12 insurance companies whether or not they can
 13 provide coverage for hormone therapy for gender
 14 dysphoria?
 15 A Not necessarily.
 16 Q Who else would say that?
 17 A It is subject to medical necessity.
 18 Q Okay.
 19 A And so an insurer may make a different
 20 determination based on the language of that
 21 exclusion and based on their understanding of the
 22 coverage and what the hormone therapy is for. So
 23 I think there may -- it's possible there may be
 24 some differences. I don't know, but it's
 25 possible.

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1 (Exhibit No. 2 marked for
 2 identification)
 3 Q Okay. I'm showing you what's been marked Wieske
 4 Exhibit 2. Have you seen this document before?
 5 A It looks familiar, but I can't guarantee you I
 6 have seen this specific document.
 7 Q Okay. Well, I'll tell you this about it. This is
 8 not the entire document. If you look at the
 9 index, it shows there is a schedule of benefits,
 10 definitions, et cetera. What I've done is I've
 11 given you the section that starts on page 28 of it
 12 which talks about benefits and services.
 13 A Okay.
 14 Q And I would direct you to page 4-44 which talks
 15 about exclusions and limitations. Do you see
 16 where I am?
 17 A Yes.
 18 Q And so it looks like, if I'm understanding
 19 correctly -- well, first of all, I think I just
 20 read off this language. So you're familiar with
 21 at least the exclusion language itself?
 22 A Correct.
 23 Q And have you seen -- Does that refresh your memory
 24 about whether you've seen this document?
 25 A Again, I assume I have. But -- I assume I have.

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1 It looks familiar.
 2 Q Okay. Well, if I'm understanding correctly, there
 3 are three different kinds of surgeries that are
 4 excluded. One is the one we just talked about.
 5 The second one is for treatment of obesity, and
 6 the third one is a type of eye surgery. Is that
 7 right?
 8 A That's what it says on the page.
 9 Q Okay. Well, are you aware of any other exclusions
 10 in terms of surgical treatment in the state
 11 insurance plan?
 12 A All of them would be subject to medical necessity
 13 reviews. All surgeries would be subject to
 14 medical necessity reviews from a coverage
 15 standpoint.
 16 Q Right. And so would it be accurate, then, that if
 17 a physician certified and showed that a surgery
 18 was medically necessary, it would be provided?
 19 MR. ROTH: Objection. Vague.
 20 Q Or covered, I should say.
 21 MR. ROTH: Thank you.
 22 A No. It would be subject to review of the plan's
 23 look at the medical necessity, not necessarily the
 24 physician's own assertion entirely that it is a
 25 necessary surgery. So the plan would look at the

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1 specifics of the surgery and determine whether or
 2 not that specific surgery would be covered. There
 3 would be things that might be eliminated that you
 4 would not -- that would not be covered. If you
 5 wanted back surgery, the insurer might require you
 6 to go through a variety of therapy before you, in
 7 fact, get that back surgery, whether or not the
 8 physician certified that you need that back
 9 surgery.
 10 Q Right. But if it is shown or certified to be
 11 medically necessary, that would be a surgery that
 12 would be covered?
 13 A According to the plan's definition of medical
 14 necessity, yes.
 15 Q And this would be the definition of medically
 16 necessary in this uniform benefit plan, is that
 17 what you're talking about?
 18 A It would be the definition inside the uniform
 19 benefit plan as interpreted by the insurer.
 20 Q So in your experience, would that typically cover
 21 surgical reconstruction of a woman's breasts after
 22 breast cancer?
 23 A There are mandated benefits that attach, I
 24 believe, to that, and so that would be in a
 25 different category. That would not necessarily be

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1 subject to review. I'm trying to remember if
 2 Wisconsin has the mandate off the top of my head
 3 or not, but that might be subject to a mandated
 4 benefit, and so that could not be subject to
 5 review if it's a mandated benefit. I just don't
 6 remember off the top of my head if it's mandated
 7 or not.
 8 Q Right. But my question is would it be typically
 9 covered?
 10 MR. ROTH: Objection. Calls for
 11 speculation. Vague. You can answer.
 12 A It would not be subject to medical necessity if
 13 it's subject to mandated benefits. I think in a
 14 lot of cases, even without a mandate, that there
 15 is coverage for breast reconstruction service in
 16 the case of a mastectomy due to treatment of
 17 cancer.
 18 Q And what about reconstructive surgeries after an
 19 accident, would those typically be covered?
 20 A Again, I think subject to certain limitations,
 21 there would be some coverage for certain
 22 treatments for reconstruction following an
 23 accident, yes. But not necessarily all.
 24 Q And what about an infection, reconstructive
 25 surgeries after an infection? Subject to medical

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1 necessity review, if it's shown to be medically
2 necessary, would that typically be covered?
3 MR. ROTH: Objection. Vague, calls
4 for speculation. You can answer.
5 A I think subject to medical necessity review. I
6 think it would be rare to find an infection, but
7 I'm sure there are occasions where that happens.
8 But I think that would be rare.
9 Q And what about a person with a congenital
10 condition that affects the development of their
11 body, their breasts, for example?
12 A Typically not covered.
13 Q And why do you say that?
14 A Because they're typically not covered. It's
15 not -- it would not be treated as medically
16 necessary.
17 Q What about a congenital condition that affects the
18 development of someone's genitals, would that
19 typically be covered in your experience?
20 A I don't have any specific knowledge of that, but
21 my understanding is the answer to that would be no.
22 (Exhibit No. 3 marked for
23 identification)
24 Q Okay. Mr. Wieske, I'm giving you what is marked
25 as Wieske Exhibit 3.

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1 A Yes.
2 Q Have you seen this before?
3 A Yes.
4 Q Who is Mr. Schiffbauer?
5 A Mr. Schiffbauer is a lawyer who typically works at
6 the National Association of Insurance
7 Commissioners for various clients advocating for
8 his clients and periodically, as a means to keep
9 in touch with regulators, forwards articles and
10 pieces that he sees periodically.
11 Q Mr. Schwartzer is -- so was this after you became
12 deputy commissioner or before? I've lost track.
13 A It is not. It is prior to me becoming deputy
14 commissioner. I believe Mr. Schwartzer was still
15 functioning in that capacity at this point.
16 Q In July of 2012 -- I'm sorry, 2016 were you at a
17 GIB meeting?
18 A Yes.
19 Q And you were on the board then? I believe you
20 started on the board in June. Have we established
21 that?
22 A I served on the board at that point, yes.
23 Q Okay.
24 (Exhibit No. 4 marked for
25 identification)

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1 Q Okay. Mr. Wieske, Wieske Exhibit 4 I believe is
2 the memo that you were provided prior to that July
3 2016 meeting; is that correct?
4 A This looks like it is, yes.
5 Q And this is a proposal for ending the exclusion.
6 Is that your memory?
7 A Yes.
8 Q Is this a memo that you received in the email
9 prior to the meeting?
10 A Yes.
11 Q Do you recall receiving anything else about the
12 proposal to get rid of the exclusion?
13 A I do not recall receiving anything else.
14 MR. ROTH: Objection. Vague as to
15 time. Did you mean before the July meeting,
16 just to clarify?
17 Q Sure. Prior to the July meeting, did you receive
18 anything else related to the removal of the
19 exclusion?
20 A I do not recall receiving anything.
21 Q Did you receive any afterwards, anything
22 afterwards about the -- well, let's just leave it
23 there for now.
24 (Exhibit No. 5 marked for
25 identification)

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1 Q Okay. Mr. Wieske, Exhibit 5 I believe is the
2 minutes from that meeting; is that right?
3 A Yes.
4 Q What do you recall about that meeting?
5 A To be honest, not much.
6 Q So I see one of the board members present is Terri
7 Carlson. Is that the person you spoke about
8 earlier who also works at OCI?
9 A It is.
10 Q Okay. And so at the meeting there was a
11 discussion of this proposal from the ETF staff to
12 get rid of the exclusion; is that accurate?
13 A There was. There was a discussion, yes.
14 Q Okay. And I think you said you don't remember
15 much about it, but do you recall anything specific
16 to that proposal, who spoke, who -- were there
17 questions raised? What, if anything, do you
18 recall about that?
19 A I don't recall any discussion from the board
20 members. I recall a discussion by ETF, and I
21 don't recall any specific discussion by any board
22 members at that point.
23 Q Do you know who from ETF staff talked about the
24 issue?
25 A No. I don't recall.

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1 Q And there was a motion then to approve the
2 proposal by the board; is that correct?
3 A There was.
4 Q And everyone voted to do so; right?
5 A They did.
6 Q And you said this was not your first GIB meeting?
7 A It was not the first GIB meeting I attended.
8 Q Was this the first GIB meeting you attended as the
9 OCI designee, or the commissioner designee?
10 A Officially, yes.
11 Q Do you recall why the board voted to remove the
12 exclusion?
13 A I don't think there was much discussion. I think
14 the assumption was that the -- at the time that
15 the legal analysis was correct. I can tell you
16 from my perspective that my understanding at the
17 time was different than it became later as to what
18 the impact of the exclusion -- the removal of the
19 exclusion would be.
20 Specifically, the assumption was this was to
21 ensure equal coverage for folks who -- in the
22 course of normal medical and regular medical
23 treatment, for folks who happen to have had gender
24 reassignment surgeries or therapies, to ensure
25 that they had access to normal coverage and were

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1 not going to be discriminated against.
2 Q I'm not sure I understand. You're saying -- what
3 is it you're saying that you understood about the
4 removal of the exclusion?
5 A That if you were facing -- if you were a person
6 who was receiving treatment for, say, breast
7 cancer and you happened to have had gender
8 reassignment surgery or were undergoing therapy
9 related to gender reassignment surgery that it
10 would ensure that your treatment of breast cancer
11 would be treated the same as any other person.
12 That was my understanding of the original document
13 that Bill Schiffbauer had sent to me as well.
14 Q And how did you come to that understanding? I
15 mean, what are you basing that on?
16 A On a reading of -- my personal experience in
17 reading the language and my understanding of what
18 the filings were requiring in our office.
19 Q I'm sorry. Reading the language, the exclusion
20 language?
21 A The language here. This language here from Bill
22 Schiffbauer, and that was issued by HHS. Review
23 of the HHS language, along with the interpretation
24 that we had from the insurers that were filing
25 policies with us in my capacity as deputy

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1 commissioner.
2 Q And is there some document that you are relying on
3 specifically that tells you that that's the way to
4 interpret the Affordable Care Act regulations?
5 A There was no document.
6 Q Okay. It's just that was your understanding?
7 A That was my understanding.
8 Q And you're basing that on the Schiffbauer article
9 that we looked at earlier?
10 A And discussions that I had with other regulators
11 across the country, with the fact that HHS was not
12 requiring insurers to remove the exclusion from
13 their policies in the review of anti-discrimination,
14 in the interpretations that we heard in
15 discussions at the NAIC related to this as to what
16 this meant, and the fact that it was not being
17 administered inside -- our understanding was it
18 was not being administered inside government
19 programs either, U.S. federal government programs.
20 Q Which regulators are you talking about?
21 A We have regulator-to-regulator calls with
22 regulators from across the country. I don't
23 remember which specific regulators, but there were
24 regulators from across the country.
25 Q And you're saying that some of those said that

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1 this does not require coverage for gender
2 dysphoria. Is that what you're saying?
3 A Yes.
4 Q And who were those?
5 A I don't remember.
6 Q And how many of those were there?
7 A I think the vast majority of the interpretation
8 was that this was not coverage of gender
9 dysphoria, that there were still medical necessity
10 issues that applied.
11 Q So I just want to direct you -- I'm looking at
12 Exhibit 4, directing you to the second page.
13 A Of which document, please?
14 Q Exhibit 4.
15 A Exhibit 4, thank you. And which page?
16 Q Number 2.
17 A Okay.
18 Q So at the top of the page there is a summary of
19 the regulations and, I should say, a summary of
20 the prohibited activities from the regulations,
21 and number 5 says categorically excluding coverage
22 for services related to gender transition. So
23 you're saying you didn't understand that to cover
24 medically necessary services for gender dysphoria?
25 A First, I am not -- my understanding from the

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1 insurer interpretation is that they were finding
2 these consistently not medically necessary. So I
3 think the first indication, medically necessary, I
4 think is an issue. Second, I think at the time
5 that this came out, the argument that you can
6 categorically exclude it versus what, in fact, was
7 being administered by HHS was entirely different
8 than the language here. HHS allowed specifically
9 policies that they reviewed for purposes of
10 discrimination review because they went through a
11 specific discrimination review, they found
12 specific exemptions or specific problems that they
13 cited with particular carriers but allowed the
14 gender dysphoria -- the transgender issues to be
15 specifically excluded in those policies.
16 Q Can you give me an example of that?
17 A Off the top of my head, no, but it is in our
18 filings, which are public.
19 Q In what filings?
20 A I believe there are documents that we provided
21 related to insurers that have the exclusions
22 inside their policies and we can get you -- that
23 policy language is available publicly, and those
24 insurers I believe still have those exclusions
25 despite an HHS review in their policies today.

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1 Q Okay. But you can't tell me of a specific one?
2 A Off the top of my head, no, but it is in your
3 record that I provided to you through email on the
4 insurers specifically that had gender exclusions
5 inside their policies. So in one of the emails I
6 provided, there are a list of companies that have
7 exclusions in their policies, in their individual
8 market, subject to review that were selling
9 policies on the federal insurance exchange
10 required to go through an additional layer of
11 federal review that had the gender exclusion in
12 place.
13 Q Isn't it possible that an insured who had one of
14 those policies had simply not filed a complaint
15 with HHS?
16 A No. It's not subject -- it's not a complaint
17 review. It is a review of the specific policy
18 language of those policies which are subject every
19 single year to an additional layer of review and
20 they did have specific problems with -- in the
21 past with insurers that included time limits
22 attached to autism, which is subject to state law.
23 I know that was one of them that they specifically
24 cited that needed to be removed, but they did not
25 ask the insurers to remove that exemption.

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1 MR. ROTH: John, I don't want to
2 interrupt, but I could use a break, five or
3 ten minutes, when you get to a convenient
4 stopping point.
5 MR. KNIGHT: Why don't we go ahead
6 and take a break now.
7 MR. ROTH: Sure.
8 THE WITNESS: Okay.
9 (Recess)
10 (Exhibit No. 6 marked for
11 identification)
12 Q Mr. Wieske, this is an email train, I don't see
13 you actually on it, but it's an interaction
14 between Mr. Day -- wait a minute. Am I looking at
15 the right thing here? Sorry. I'm looking at the
16 wrong document. Well, let's talk about this, as
17 long as we have it in front of us.
18 A Okay.
19 Q So there is -- the first email, there is a
20 December 8 email from Lisa Ellinger to some other
21 people forwarding a voicemail from you. So this
22 would have been in December of 2016. Did you
23 contact Lisa about reinstating the exclusion?
24 A I'm sure I did, yes. We had had previous
25 discussions, and I felt given the discussion we

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1 just had here that it made sense to have a
2 discussion on the GIB board.
3 Q Okay. And you said we had had previous
4 discussions. When were the previous discussions
5 about this?
6 A In the Group Insurance Board?
7 Q Yes.
8 A I don't remember the exact dates, but it was
9 related to the board meeting. There was a DOJ
10 memo that was provided that was discussed at the
11 board meeting. There was a follow-up meeting I
12 believe where there was some discussion -- or
13 actually, this was the meeting where that was
14 discussed, the meeting where that was discussed in
15 December. So there were some discussions about
16 the Department of Justice memo and the ongoing
17 lawsuit in Texas.
18 Q Okay. But you're talking about discussions at
19 board meetings as opposed to outside of board
20 meetings?
21 A Correct.
22 Q Lisa says something about -- she says, "Do we ask
23 J.P./OCI to put together the request in writing to
24 accompany an ETF memo?" Did she ask you to put
25 something in writing?

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1 A I don't believe so. I don't believe we did.
2 (Exhibit No. 7 marked for
3 identification)
4 Q Okay. This is actually what I was thinking about
5 before. So this is an email chain dated July of
6 2016 between Herschel Day and Lisa Ellinger, is
7 that right, as far as you can see?
8 A As far as I can see, yes.
9 Q Did you ever receive this email?
10 A No.
11 Q Okay. So as I understand it, Herschel is saying
12 that he's supportive of the removal of the
13 exclusion for benefits and services related to
14 gender reassignment and he's asking Lisa about
15 cost, and Lisa responds that there is an actuarial
16 estimate from Segal?
17 MR. ROTH: Have you had a chance to
18 adequately review this document?
19 THE WITNESS: No. Not yet.
20 Q Okay. Well, please do.
21 A Okay.
22 Q So as I was saying, I believe that Mr. Day is
23 asking questions about whether there had been an
24 actuarial cost estimate for providing the coverage
25 and she indicates that Segal provided an estimate.

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1 Am I summarizing that accurately based on what you
2 read?
3 A It looks to be that, yes.
4 Q And were you aware of that Segal cost estimate?
5 A We were not. Let me take a step back. At the
6 point of the July meeting were we aware of the
7 cost estimate? The answer is no.
8 Q Okay.
9 A And I think the text indicates that they did not
10 make us aware of the cost estimate.
11 Q But you ultimately learned about the cost
12 estimate?
13 A Yes.
14 Q Do you recall when you learned about that?
15 A We learned about it -- I don't remember the exact
16 date. We learned about it later.
17 Q Okay.
18 (Exhibit No. 8 marked for
19 identification)
20 Q Mr. Nietzke, you were looking at -- I'm sorry. I
21 said Nietzke. Wieske. Mr. Wieske, is it accurate
22 that Exhibit 8 is an email from you to Jennifer
23 Stegall who you talked of before?
24 A Correct.
25 Q And it's attaching an August 12 correspondence

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1 memo to the board?
2 A Correct.
3 Q And do you know if Ms. Stegall was on the board at
4 that time?
5 A I don't know what date she replaced Terri Carlson
6 on the board.
7 Q So when you talked earlier about Terri Carlson and
8 Jennifer Stegall, I guess I was under the
9 impression that they were on the board at the same
10 time. But are you saying that that's not right,
11 they were on the board at different times?
12 A Correct.
13 Q Okay. So Terri Carlson was on the board and then
14 Jennifer replaced her at some point?
15 A Correct.
16 Q Okay. Why were you forwarding this memo to
17 Ms. Stegall?
18 A Jennifer Stegall is our policy advisor, and my
19 assumption is at the time the reason I would have
20 forwarded it is she was not a member of the board
21 and we wanted to -- I wanted to unpack the issues
22 inside the DOJ memo. In other words, unpack -- by
23 unpack I mean have a discussion on this piece.
24 Q And did you have a discussion with her?
25 A I do not recall.

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1 Q Did she offer any information about the issue to
2 you at some point?
3 A I don't recall.
4 Q When did you receive this memo?
5 A I don't know what date I received it. I'm
6 presuming I received it when Sara Brockman
7 forwarded it to us, which I presume was August 12th,
8 but I don't know.
9 Q Okay. But you received this as an email -- as an
10 attachment to an email to board members, including
11 you?
12 A Correct. Presumably.
13 Q Was this the first you were aware of the DOJ memo?
14 A It was.
15 Q Do you know why DOJ was sending a memo to the
16 board?
17 MR. ROTH: Objection. Calls for
18 speculation.
19 A I have no idea. I had no idea at that point why
20 they were sending a memo to the board.
21 Q Are you aware of their doing that at any other
22 point?
23 A I'm not aware one way or the other.
24 Q And what is your understanding, then, of these two
25 different -- so there is a DOJ memo is one

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1 attachment and then there is an ETF memo is
2 another attachment; is that right?
3 A Yes.
4 Q And what is your understanding of the two memos?
5 A I think my understanding of the DOJ memo was a
6 feeling that the board action on removing the
7 exclusion was premature and that the ETF memo
8 disagreed with the assertion of the DOJ memo.
9 Q In looking at the ETF memo, which was
10 Attachment B, I'm directing you then to page 2, if
11 you'll take a look there on the top of the page.
12 Do you see that first paragraph which talks about
13 the Segal Consulting study?
14 A I do.
15 Q And is this the cost information that the board
16 received regarding the cost of removing the
17 exclusion?
18 A They actually received it at this point, yes.
19 Q Do you recall receiving it before then?
20 A I do not recall receiving it before then.
21 Q Do you recall receiving any other cost information?
22 A I recall vaguely receiving some cost information
23 related to the -- I don't recall if it was the
24 December board meeting or it was after the
25 December board meeting, but I recall receiving

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1 some information at a later point.
2 Q From?
3 A From Segal.
4 Q And was that the memo that indicated that there
5 would be no cost to reinstating the exclusion?
6 MR. ROTH: Objection. Misstates
7 the evidence.
8 A I don't understand -- I also don't understand the
9 question.
10 Q Okay. Well, why don't we --
11 A It's confusing.
12 Q -- hold that question until later.
13 A Okay.
14 Q Was there any discussion of the memo that we just
15 looked at at the August 2016 meeting?
16 A Yes.
17 Q What happened?
18 A To the best of my recollection, we were hoping to
19 have a detailed discussion about whether or not
20 the action was correct or not, and as part of that
21 discussion we had asked the Department of Justice
22 to come and have a discussion about their memo.
23 For whatever reason, the Department of Justice was
24 not there, so we really did not have any
25 significant discussion at that point.

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1 Q Who is we?
2 A The board.
3 Q Who on the board other than yourself?
4 A I think the whole board. I think the expectation
5 was there was going to be a discussion of the memo
6 and --
7 Q Can you --
8 A I think it was intended to be part of the agenda,
9 is my understanding. And so when I say we, I
10 think the board, through the agenda, was expecting
11 to have a discussion given that this was a
12 relatively high profile topic that DOJ issued a
13 memo on this.
14 Q And who did you learn that from? Who on the board
15 told you that this is my expectation that someone
16 from DOJ will come?
17 A I don't know. I presume it was part of the
18 agenda. But if it was not part of the agenda, I
19 have no idea.
20 Q Okay. So you're not sure who on the board had
21 this expectation other than yourself that someone
22 from DOJ would come and this would be on the
23 agenda?
24 A I think my expectation was I believe, and I might
25 be incorrect about this, but I believe there was

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1 an announcement that DOJ was going to be there by
2 ETF staff. And, again, I could be wrong about
3 that, but I think my expectation was they were
4 invited and we were told that they were invited to
5 have a discussion.
6 Q And would that have been an email telling you that?
7 A I have no idea.
8 Q How else would you hear as the board?
9 A I don't know. It could have been an announcement
10 at the board meeting in the morning and the
11 expectation was in the afternoon we were going to
12 have a discussion. It could have been as simple
13 as that.
14 MR. KNIGHT: Go ahead and mark
15 that.
16 (Exhibit No. 9 marked for
17 identification)
18 Q Mr. Wieske, these are the minutes from that August
19 meeting; is that right?
20 A It looks that way, yes.
21 Q Looking at page 10, so there is a motion listed.
22 It looks like you moved to approve the 2017 --
23 sorry, changes to the guidelines contract and
24 uniform benefits as presented. That would include
25 the uniform guidelines contracting uniform

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1 benefits. Would that include the removal of the
2 exclusion?
3 A Presumably. I assume so.
4 Q Okay. So at that point you moved to approve those
5 changes?
6 A I'm not Mr. Nietzke. I'm Wieske.
7 Q Oh, okay. I'm sorry. Embarrassing. But in any
8 event, it was a unanimous vote to approve them;
9 correct?
10 A That is generally a technical vote to give ETF
11 staff the authority to move forward.
12 Q Okay.
13 A There is never any details sort of discussed at
14 that point.
15 Q Do you see any reflection of any announcement
16 related to DOJ in these minutes?
17 A I did not see in my quick perusal of the minutes.
18 Q If you want to take more time, feel free.
19 A I don't see it there. My guess is there is always
20 a topic that is related to correspondence the
21 board has received in I think almost every single
22 agenda. Generally there is -- there may be a
23 short discussion surrounding that correspondence.
24 That would be likely where it was. It might have
25 been that they were invited and just weren't able

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1 to come. But I don't know. I just seem to recall
2 that the intent was to have a discussion at that
3 meeting.
4 MR. KNIGHT: Let's mark that.
5 (Exhibit No. 10 marked for
6 identification)
7 Q Okay. You've seen these emails before, I assume?
8 A I have. Yes.
9 Q And at least this particular email chain starts
10 with an email from Jennifer Stegall to Diane
11 Dambach but you're copied.
12 A Yes.
13 Q Did you make this request for information or did
14 Diane make that request?
15 A I made the request.
16 Q Okay. And so Ms. Stegall followed up on the
17 request, and this would be -- and, I'm sorry. Who
18 is Diane Dambach?
19 A Diane Dambach at the time, and she has
20 transitioned to a new position, but at the time
21 she was the head of our -- she was a section chief
22 for our health section, and she and her staff
23 would have reviewed all policy forms related to
24 health insurance that came in, especially those
25 related to the Affordable Care Act requirements

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1 which we are tasked with reviewing.
2 Q Okay. And so you're making a request with respect
3 to an exclusion related to gender reassignment or
4 sexual transformation; is that right?
5 A That is correct.
6 Q And is your intent to ask for exclusions like the
7 one in the uniform policy that we talked about
8 earlier?
9 A That is correct.
10 Q And I believe you told me before that your
11 understanding was that that exclusion did not
12 actually apply to -- or getting rid of the
13 exclusion did not mean that coverage for gender
14 confirmation surgery would be provided; is that --
15 A That's correct.
16 Q That your understanding of that was that it meant
17 that other kinds of treatment could be provided?
18 A Potentially.
19 Q So as I'm reading Ms. Dambach's email to you and
20 Jennifer, she's talking about Children's, for
21 example, that it had an exclusion for gender
22 reassignment surgery, procedures and medications.
23 Is she reading this differently than you were
24 reading it?
25 A No. I think what my understanding of what I asked

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1 and what Diane gave me is I was told based on the
2 interpretation by ETF that these exclusions were
3 illegal, and so if these exclusions, in fact, are
4 illegal, when HHS reviews these policies, which
5 they have an additional layer of review in the
6 individual market, I would have expected that they
7 would have objected to the companies that had
8 those exclusions in place and asked us to contact
9 the company to ask them to remove them. They did
10 not do that. And that's why I was asking the
11 question of Diane.
12 Q And the email I see from Diane to you and Jennifer
13 dated October 24, 2016, lists plans that have
14 removed exclusions, as well as some that have
15 exclusions. Am I --
16 A Correct.
17 Q -- understanding that correctly?
18 A That is correct.
19 Q And is it your understanding that those -- that
20 the removal of the exclusion happened because of
21 the final regulations under the Affordable Care Act?
22 A I don't know --
23 MR. ROTH: Objection. Calls for
24 speculation. You can answer if you know.
25 A I don't know why they removed the exclusion. I

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1 could speculate that they interpreted it
2 differently than the other ones. But -- than the
3 other carriers, but I don't know why they removed
4 the exclusions.
5 Q Well, is there any other reason you can think of
6 why they would have removed the exclusions?
7 A I think we see insurers change and remove their
8 exclusions for a variety of reasons. Sometimes
9 there is lawsuits. Sometimes it's to just change
10 their language. So, you know, ceteris paribus,
11 your best guess would be that, would be that it
12 would be as a result of the HHS, but I have no
13 idea. It would be pure speculation.
14 Q Okay. So it's certainly possible that it was
15 because of the HHS regs?
16 A It's possible.
17 (Exhibit No. 11 marked for
18 identification)
19 MR. ROTH: Sorry, John, I just want
20 to ask, is this multiple documents put
21 together? Is it one? It looks like it's
22 separate emails.
23 MR. KNIGHT: It's one document. It
24 was given to us as one document. At least
25 that was my understanding.

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1 MR. ROTH: Okay.
2 MR. KNIGHT: Feel free to check.
3 MR. ROTH: No. I'll take your word
4 for it.
5 MR. KNIGHT: Mistakes get made, but
6 I didn't intend to make that mistake.
7 MR. ROTH: I'm sorry. This is 11?
8 MR. KNIGHT: It's Exhibit 11, yes.
9 MR. ROTH: Thank you.
10 Q Okay. Are you familiar with these documents?
11 A Yeah. It looks -- I just went through them, yes.
12 Q At the bottom of the first few pages, it says at
13 the bottom Transgender Page 1. Do you know why
14 that's there?
15 A No. I --
16 Q Did your -- I'm sorry.
17 A I don't -- I have no idea why it's there. I don't
18 know if it was a tracking that somebody did
19 internally or that Terri did specifically or who
20 did what. I have no idea.
21 Q Do you believe these are OCI-developed documents?
22 Certainly some of them are emails from OCI.
23 A It appears that several of the emails are OCI
24 correspondence back and forth, internal documents,
25 yes.

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1 Q Okay. But you don't know why these documents are
2 in this particular group?
3 A No.
4 Q In the first page, there is an email saying that
5 the keyword "gender" was added to the complaint
6 system?
7 A Yes.
8 Q What is that about?
9 A So our complaint system, which was developed
10 internally, only has specific tracking of certain
11 keywords. I presume somebody had a conversation
12 and realized that they were not tracking gender
13 inside the complaints specifically in order to be
14 able to track any complaints we get on the issue,
15 and we use the complaints to see if there is a
16 pattern or practice of problems. So we wanted to
17 make sure that if we had missed it in the initial
18 tracking of complaints that that was an added term
19 that our staff could use to better delineate
20 complaints to better be able to define them going
21 forward.
22 Q And these would include complaints from people who
23 are complaining that they were denied medical
24 treatment or coverage for medical treatment
25 related to gender dysphoria?

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1 MR. ROTH: Objection. Lacks
2 foundation. You can answer.
3 A I think the intent was to make sure that we were
4 tracking all possible complaints, and I think it
5 goes beyond just health insurance, that if there
6 were complaints related to life insurance, if
7 there were complaints related to other lines as
8 well, that we were making sure that we were
9 tracking these issues. My guess is we had
10 language related to sex discrimination inside, but
11 we wanted to make sure in case somebody didn't
12 want to use that term that we were able to track
13 it in multiple ways and find complaints in
14 multiple ways, sort of a belts and suspenders.
15 (Exhibit No. 12 marked for
16 identification)
17 Q Mr. Wieske, Exhibit 12 is an email from you to
18 Bonnie Cyganek, it looks like; is that right?
19 A Uh-huh. Yes.
20 Q Dated September 28, 2016?
21 A Yes.
22 Q And this indicates -- or you say that there are a
23 number of folks looking to the DOJ memo and
24 wondering about scheduling a follow-up meeting.
25 Who are those folks?

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1 A I have no idea what I was referencing at that
2 point. I think, if I'm remembering correctly, I
3 think we were waiting, and by we I mean the board,
4 given the August discussion, there was an
5 expectation we would have a follow-up from the DOJ
6 and I think that's what I was referencing. I
7 don't know who I would have -- I can't imagine
8 anybody who I would have talked to around that
9 time separate from the board discussions. I don't
10 even know if I have anybody's number, phone
11 number. Bonnie is in the system, so that was easy.
12 Q Okay. But you don't remember who those
13 individuals were?
14 A No idea.
15 Q And why did you reach out -- I'm sorry. Maybe you
16 answered, but why did you reach out to Bonnie?
17 A Bonnie at the time was the vice chair, and so from
18 a meeting scheduling standpoint, it would have
19 been Bonnie and Mike Farrell, who was the chair,
20 who would have scheduled meetings/determined the
21 agenda with ETF.
22 Q Did you speak to her at this time?
23 A I don't believe so.
24 Q Did you speak to anybody else about scheduling
25 another meeting?

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1 A I believe I had spoke to Mike Farrell. I think I
2 indicated in the email I was going to call Mike.
3 I believe I had talked to Mike Farrell. I had
4 indicated that I had an interest in having
5 discussion about whether we were legally obligated
6 to do what we did related to the exclusion.
7 Q And when you say the exclusion, are you saying
8 that you still understood the exclusion was one
9 that did not -- or that getting rid of the
10 exclusion did not mean that coverage for surgical
11 treatment of gender dysphoria would be provided?
12 A I think what I'm talking about is whether or not
13 we were required to remove the exclusion based on
14 HHS's language and that the legal interpretation
15 that we were provided at the board requiring us to
16 remove that exclusion was, in fact, incorrect,
17 that we were not obligated to remove that
18 exclusion based on what I had seen. Obviously I
19 got follow-up information from Diane that HHS was
20 not requiring the removal of that exclusion.
21 Q Well, that was your interpretation of that?
22 A We had plans that had the exclusion in place that
23 HHS did not object to, so --
24 Q I'm sorry. Did you contact HHS and ask them
25 whether or not they were enforcing the

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1 regulations?
2 A They had contacted us on discriminatory benefit
3 designs and did not object to the plans that had
4 the exclusion in place, and they had objected to
5 other exclusions that were inside benefit plans.
6 Q So at the time of reaching out to her, my question
7 is did you still understand that the exclusion or
8 getting rid of the exclusion only allowed coverage
9 for persons who are transgender for things other
10 than treatment of gender dysphoria?
11 A Yes. Yes. That they would still be subject to,
12 as I stated at the start, subject to medical
13 necessity review.
14 Q Okay. So this is your thing about how this is
15 medically -- never medically necessary?
16 MR. ROTH: Objection. Vague.
17 Argumentative.
18 A It is --
19 Q I'm sorry. I'm just trying to understand, based
20 on your statement earlier that this is never
21 medically necessary.
22 MR. ROTH: Objection to the extent
23 it mischaracterizes the testimony. You can
24 answer if you can.
25 A It's not my understanding as far as that

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1 determination. I don't have, as I stated, any
2 medical training. It's my understanding of the
3 way insurers administered the policy.
4 Q Okay. Did DOJ ultimately make a presentation
5 regarding the exclusion?
6 A Yes.
7 Q When was that?
8 A I believe that was at the December board meeting.
9 I don't remember the exact date. The 13th, but
10 I'm not sure.
11 Q Was there any discussion of the exclusion during
12 the November board meeting?
13 A I don't remember one way or the other. I think
14 it's possible that it was brought up that we
15 needed to have a discussion on it, but I don't
16 remember. I think it may have been announced, if
17 I'm remembering correctly, it may have been
18 announced that there was an intent to have a
19 discussion at some point down the road.
20 Q Would that have been on the minutes?
21 A No idea. I doubt it. Especially if it's just an
22 announcement.
23 (Exhibit No. 13 marked for
24 identification)
25 Q Mr. Wieske, this is an email from Mr. Webb. I

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1 believe, did we talk about an email from Mr. Webb
2 earlier?
3 A We did not.
4 Q Okay. Who is Mr. Webb?
5 A Brian Webb works for the National Association of
6 Insurance Commissioners, and he is -- I think
7 formally -- I've forgot what his formal title is,
8 but he is the primary contact for health insurance
9 related issues for the states at the NAIC. He
10 supervises the staff.
11 Q And you say, "A state was wondering what actions
12 states are taking on Title IX/transgender issues.
13 Have you disallowed exclusions." What state is
14 that?
15 A So I think this is -- this language is what we
16 were writing out a question for Brian to ask at
17 the NAIC in order to -- at the call, there is a
18 weekly member call, and to bring it up with states
19 to have a discussion on what states were doing and
20 saying on the transgender issue in their state,
21 what they've done, how they were doing it. So the
22 discussion I had I think earlier, this would be
23 one of those spots where we've had a discussion
24 with whoever happens to be on the call on that
25 particular day.

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1 Q But you're not talking about any particular state?
2 A No. It's anybody who -- all states who are
3 members of the NAIC, and all states who are
4 members of the NAIC are free to join the call, and
5 so the general question was do you have any
6 feedback on what you're seeing in your state, what
7 you've done on this issue.
8 Q Well, were you asking this question in your role
9 at OCI or in your role at GIB?
10 A I believe it was asking in my role at OCI.
11 Q And why were you asking the question?
12 A Because we were seeing filings that were differing
13 and that the federal government had not enforced
14 it on our carriers, so we were following up to see
15 what other states were seeing and what they were
16 doing and whether or not their experience was
17 consistent with ours.
18 Q And when you say, "Are you planning for the
19 possibility of taking administrative action," who
20 was that question directed at?
21 A So the question was -- the question is directed to
22 all the states as to what they are planning on
23 doing. So if you have a company, as we did in our
24 state, that had those exclusions in place and HHS
25 took no action on those exclusions when they did

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1 their review, which they did not take action in
2 Wisconsin, we were verifying, A, in that second
3 piece that CMS/CCIIO did not take action and
4 whether or not states were individually taking
5 action based on their interpretation of the HHS
6 memo.
7 Q So you're talking about state administrative
8 actions?
9 A State administrative actions, that is correct.
10 Q And then when you talk about CMS/CCIIO, who is
11 that?
12 A Center for Medicaid Services and Center for
13 Consumer Information and Insurance Oversight.
14 Those are the primary contacts for the states on
15 ACA-related issues. They run the exchanges. They
16 review the plans. They review the rates. So
17 those are our primary contacts for the states in
18 our administration of the individual and small
19 group insurance market under the ACA.
20 Q So your contacts in the federal government, is
21 that what you're saying?
22 A Correct. And we were verifying that states had
23 the same experience we had, which was that
24 CMS/CCIIO was not, in fact, enforcing the removal
25 of the exclusions.

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1 Q So this was an issue that was raised during this
2 call?
3 A It was.
4 Q Did you raise the issue?
5 A I believe Brian raised the issue, which is why we
6 asked him to do so.
7 Q And he says, "I can raise it, but not attribute
8 it." Does he mean that he can't attribute it to
9 you or he won't attribute it to you?
10 A Correct, that he would not attribute it to
11 Wisconsin. We wanted to have sort of an anonymous
12 conversation given Ted's leadership role at the
13 NAIC.
14 Q And this was the conversation you talked about
15 earlier where some people said they were not --
16 there was not enforcement occurring?
17 A It's a weekly member call and, yeah, as I recall,
18 that was the discussion, that their position was
19 consistent. I'm sure there were states like
20 New York and California that looked at it a little
21 bit differently, so I'm sure there was a little
22 bit of a discussion. But as I recall, it was a
23 very short discussion.
24 Q And you say New York and California. What are you
25 saying about their position on this issue?

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1 A I don't know for sure, but my understanding of
2 their position was that they were supporting the
3 HHS position, regardless of whether or not HHS was
4 enforcing it.
5 Q Oh, that they were making sure that policies sold
6 on the exchange did not exclude coverage for
7 gender dysphoria?
8 A I believe so. I don't know for certain, but I
9 believe that's the position they probably took.
10 Q And I believe you said earlier that it was the
11 December 13, 2016, meeting when the Department of
12 Justice had a representative there?
13 A I thought so. I don't remember for certain, but I
14 thought so. It's been some time, so a lot of
15 these timings run together.
16 (Exhibit No. 14 marked for
17 identification)
18 Q So I'm showing you what we've marked as Wieske
19 Exhibit 14. Have you seen this before?
20 A I'm sure I have.
21 Q Okay. And just so the record is clear, this memo
22 says there are two attachments. I have not
23 included those attachments because that's in an
24 earlier exhibit. I'm happy to find the earlier
25 exhibit and show it to you, but these were the

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1 exact same attachments, the DOJ memo that you
2 reviewed earlier, as well as the ETF memo
3 responding to it. If you have any reason to
4 disagree with me, I'm happy to pull the previous
5 memos.
6 A No. No reason to disagree.
7 Q And, I'm sorry, you remember receiving this?
8 A I do.
9 Q And this was prior to the December 13 meeting?
10 A It was.
11 MR. KNIGHT: Let's go ahead and
12 mark this.
13 (Exhibit No. 15 marked for
14 identification)
15 Q Mr. Wieske, Exhibit 15 is the minutes from the
16 December 13 meeting. Is that your understanding?
17 A Yes.
18 Q Do you want to take a minute and take a look at it?
19 A Yes. Okay.
20 Q The last couple pages I believe include the
21 discussion of the exclusion; is that right?
22 A Yes.
23 Q And is it your memory that Ms. Ellinger presented
24 the issue and referred to the memo that you just
25 looked at?

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1 A Yes.
2 Q As well as the earlier memos that had been
3 presented to the board?
4 A Yes.
5 Q And then Mr. Potter from the Department of Justice
6 spoke?
7 A Yes.
8 Q And what do you recall about -- I mean, is what's
9 written here an accurate reflection of what he
10 said?
11 A As I recall, yes, it's accurate with what he said.
12 Q And your understanding was that he was suggesting
13 that the board continue to follow the law and
14 leave the -- and not reinstate the exclusion at
15 this stage. Is that your understanding?
16 MR. ROTH: Objection. The document
17 speaks for itself. You can answer.
18 A I think my understanding of -- I think my
19 understanding of what he spoke to was that the
20 issue was in litigation and given that we had
21 already taken action, there was no requirement to
22 take new action until the litigation was nearing
23 completion.
24 Q And when we're talking about litigation, we're
25 talking about the Texas litigation?

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1 A We are talking about the Texas litigation, yes.
2 Q What else do you recall about what Mr. Potter said
3 during this meeting?
4 A I don't recall much more. I do recall -- I don't
5 recall much more.
6 Q Were you the person who requested that this agenda
7 item be added -- I'm sorry, that this item be
8 added to the agenda?
9 A I don't remember. It's likely that I would have
10 requested it, but I don't remember if I was the
11 one who requested the item or not.
12 Q Do you recall anything else about the discussion
13 related to the exclusion?
14 A The one thing I do recall is being a little
15 frustrated because I felt as though it was clear
16 from our interactions with HHS that they were not
17 enforcing. It was my understanding that that was
18 consistent with what the other states were saying
19 and that it did not feel at this point like this
20 was, in fact, the law.
21 Q Did you express that frustration?
22 A I probably did.
23 Q In what way?
24 A I probably said something very similar to what I
25 just said.

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1 Q During the open session of the meeting?
 2 A Likely, yes.
 3 Q Can you recall anything else that --
 4 A No.
 5 Q -- that you or any other board member said about
 6 the issue at that point?
 7 A No. No.
 8 Q And the last paragraph in this section says, "ETF
 9 was directed to proceed with the implementation of
 10 the language previously adopted." Is that
 11 accurate?
 12 A To the best of my knowledge, there was a general
 13 agreement but not a vote. There was an agreement
 14 based on Mr. Potter's presentation that there
 15 wasn't agreement to move forward with anything and
 16 so therefore ETF should continue the course.
 17 Q Okay. Do you recall anything anyone said to that
 18 point? There was no vote, but did anyone else say
 19 anything about that specific issue?
 20 A I don't recall.
 21 Q Okay. Was anything else considered related to the
 22 exclusion at that meeting, other than the memo
 23 that you looked at earlier and the attachments to
 24 it?
 25 A I think we had some discussion on timing issues,

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1 feeling that there were some potential
 2 notification issues, that it was important if we
 3 were going to do something, making changes, that
 4 it be done in advance of the plan year beginning.
 5 So I think there was some discussion surrounding
 6 that, if I remember correctly.
 7 Q Among the board?
 8 A I believe so, yes.
 9 Q Do you recall who said anything about that?
 10 A I don't recall specifics. I just remember that
 11 discussion coming up.
 12 Q Anything else -- I mean, and any other information
 13 that you considered at the time of this particular
 14 meeting?
 15 A I don't recall anything specific.
 16 Q Okay. There was a meeting on December 30. How
 17 did that meeting come about?
 18 A I believe there were some discussions that we had,
 19 if we were going to take action, we need to take
 20 action prior to the 1st. I believe -- I could be
 21 wrong, but I don't remember if -- I don't remember
 22 how that was -- I don't remember how that was
 23 organized. It's possible that Mike Farrell and I
 24 had some discussions related to that, but I don't
 25 recall specifically. I usually take vacation, it

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1 would have been shortly after that meeting on the
 2 13th and off, so it's possible I may not have
 3 talked to him at all either, but that there was
 4 always an intent to put together a meeting down
 5 the road. I don't think it's reflected in the
 6 minutes, but I think there was a sense that we
 7 would have a meeting at some point later.
 8 Q And you and Mike had that sense or did anyone else
 9 have that sense?
 10 A I believe that was the sense of the board.
 11 Q And you're basing that on what, other than --
 12 A I believe Mr. Potter believed that there would be
 13 action prior to the end of the year by the judge
 14 in the case and that they had been told there
 15 would be some action one way or the other, and so
 16 I think the board was told that it was very likely
 17 that a meeting was going to be scheduled down the
 18 road. I don't think it was a discussion between
 19 Mike and I or anybody else. I think it was the
 20 general sense of the board that there was going to
 21 be a meeting later to take some action related to
 22 this.
 23 MR. KNIGHT: Okay. I would like to
 24 take a few minute break. We could take a
 25 lunch break.

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1 MR. ROTH: That probably makes the
 2 most sense.
 3 (Recess)
 4 MR. KNIGHT: Back on the record.
 5 Q How did you then learn about the December 30
 6 meeting?
 7 A I have no idea. I assume I was tracking my phone
 8 and it was put on my schedule so there was notice
 9 that went out. There is required open meeting
 10 notices as well, so I'm presuming I got an email
 11 and then it got put on my schedule by my staff.
 12 Q You mentioned vacation earlier. Had you been on
 13 vacation and came back or what was the --
 14 A I was still on vacation. I was at my mother-in-
 15 law's house for a Christmas party and missed dinner.
 16 Q So you don't know how you got notice, but you did
 17 receive an agenda at some point of a meeting on
 18 December 30?
 19 A Correct.
 20 Q And did you have any conversations with anyone
 21 about that meeting prior to the meeting itself?
 22 A No. I don't think so. I don't recall any
 23 conversations, and it would be pretty unlikely
 24 given that -- and, again, I don't know what dates
 25 I went on vacation, but it's typical that I would

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1 have been on vacation for several days prior to
2 Christmas.
3 (Exhibit No. 16 marked for
4 identification)
5 Q Did you receive this document, then, prior to the
6 December 30 meeting?
7 A I'm sure I did.
8 Q And, again, I have not copied attachments because
9 you've already looked at those, but I'm happy to
10 direct you back to those if you would like to see
11 them.
12 A Okay. Thank you.
13 Q Is there any reason to go back to those now?
14 A No.
15 Q Okay. Other than this memo from Mr. Nispel at ETF
16 and the attachments, the three attachments that
17 are listed below, did you receive any other
18 documentation related to the exclusion?
19 A I wouldn't think so. I don't remember
20 specifically, but it would be unlikely.
21 Q If you had received anything, it would have been
22 through the email that comes out to board members?
23 A Yes. It should have come out -- it should have
24 been in an email, yes.
25 Q Were you at the meeting and present -- I'm sorry.

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1 Were you present for the meeting or did you call
2 in for the meeting?
3 A I called in for the meeting.
4 Q Okay. And I assume this was not a regularly
5 scheduled meeting. This was something called
6 specific to this issue?
7 A It was specific to this issue. I don't remember
8 if -- at this point whether or not it was
9 prescheduled or we had had some discussion about
10 scheduling it on this, you know, being the last
11 possible day. I don't recall that one way or the
12 other, so I don't recall whether or not it was
13 prescheduled or not.
14 Q Other than what you said about the previous board
15 meeting where there was discussion or at least
16 your understanding that there would be another
17 meeting, did anything else happen leading up to
18 this meeting?
19 A I don't recall anything happening.
20 Q The board voted at this meeting to reinstate the
21 exclusion upon the occurrence of some
22 contingencies; is that right?
23 A Yes.
24 Q How did that come about?
25 MR. ROTH: Objection. I'm going to

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1 instruct the witness not to answer to the
2 extent it reveals privileged attorney-client
3 communications during the closed session. I
4 mean, we had a motion compelling this issue.
5 Q So was there anything other than -- I mean, were
6 the contingencies based on legal advice or was
7 there some other way in which those contingencies
8 came about?
9 A I think the contingencies were based on legal
10 advice.
11 Q Okay. So other than the contingencies, what else
12 led up to the vote? Was there any discussion of
13 the reasons for reinstating the exclusion in the
14 open meeting?
15 A In the open meeting? I don't think there was any
16 discussion in the open meeting at all related to
17 that.
18 Q There was a vote and a report of the vote during
19 that open meeting; is that right?
20 A That is correct.
21 Q And were there any reasons given during the open
22 meeting for why the exclusion was being reinstated
23 upon the occurrence of those four conditions?
24 A To the best of my knowledge, no.
25 Q Why was the exclusion reinstated?

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1 A I think from my perspective, the exclusion was
2 reinstated because there was not a legal basis to
3 remove the exclusion and we had relied on the
4 legal basis to remove the exclusion.
5 Q Was there any other reason for reinstating the
6 exclusion?
7 A I don't recall any other.
8 Q That was your reason for voting to reinstate the
9 exclusion?
10 A We had never had any policy discussion surrounding
11 whether or not this was appropriate. It was
12 removed because there was a sense that the
13 exclusion wasn't legal. Given where we stood,
14 given where the CMS stood related to our plans, it
15 didn't seem that there was any basis to remove the
16 exclusion.
17 Q So would it be accurate to say that based on your
18 understanding of what HHS was doing, there was no
19 reason to worry about enforcement? You could
20 reinstate the exclusion and there would not be any
21 adverse consequence?
22 MR. ROTH: Objection. Misstates
23 the testimony. You can answer.
24 A The reason we removed it, because -- The only
25 reason we removed it was because we were told that

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1 legally we had to remove it. And if there is no
2 basis for legally having to remove it, we felt
3 that -- I felt that it made sense to reinstate it
4 and we could certainly have a policy discussion if
5 we wanted to down the road but there was no legal
6 basis for the removal in my view at that point
7 given that it was not being enforced.
8 Q Was there any discussion of costs being a reason
9 for reinstating the exclusion?
10 A There was a discussion about costs being a factor.
11 Q And who said anything about cost?
12 A I think -- I don't remember who specifically.
13 Q Did you say anything about cost?
14 A It's possible I said something about cost. I
15 don't remember.
16 Q What did anyone say about cost?
17 A I don't remember specifically.
18 Q Nothing other than it's just a factor, this is
19 something --
20 A There is a cost. There is a cost to it.
21 Q Okay. And was there any information about costs
22 considered at the time?
23 A I think the reflection of where, you know, the
24 statements, the contingencies, there was a sense
25 that there had to be an established cost attached

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1 to it, that we did not have a good sense of the
2 actual cost.
3 Q Okay. You had a sense, but I'm just asking was
4 there anything more than a sense that there was a
5 cost related to it?
6 A There was a cost related to it. It was not
7 quantified.
8 Q Were there any other reasons other than -- I mean,
9 were there any other factors, I should say? You
10 talked about cost was a factor. Were there any
11 other factors behind your reinstating the
12 exclusion or voting to reinstate the exclusion?
13 A The one piece that I would say is that I had a
14 concern that there was a false sense of what would
15 happen as a result of removal of the exclusion.
16 In other words, my testimony in discussion
17 before and my discussion related to, you know, the
18 HHS nonenforcement related to the plans that kept
19 the exclusion in, the plans that indicated to me
20 when we had some other conversations that it
21 wouldn't end up being covered because it wouldn't
22 fall under their -- they understood that it did
23 not fall under their medical necessity, that there
24 was a sense that there was a false sense that this
25 would, in fact -- that the surgery specifically

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1 would be covered and that was not going to be, in
2 fact, true, so that was going to give a false
3 sense of reality to the subscribers to the plan.
4 Q Where did this false sense come from?
5 A The insurers told me, as I indicated before, in
6 general terms, several of them, and, again, I
7 don't remember who, but that with or without the
8 exclusion that it would be subject to medical
9 necessity and that their medical guidelines did
10 not provide coverage for this.
11 Q Well, we looked before at an email on which some
12 people had gotten rid of the exclusion.
13 A And those people indicated that they would -- some
14 of those people indicated that their medical -- if
15 they went through the medical review, they may
16 have removed the exclusion, that doesn't mean that
17 they would have coverage. That meant that it was
18 subject to medical necessity in a different
19 review, and if they went through their medical
20 process, my understanding was, from the insurers,
21 that they would not, in fact, cover it. That when
22 they go through that process that they did not
23 find it to be medically necessary and so they
24 would not, in fact, cover it.
25 Q And what information about medical necessity were

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1 you considering?
2 A I was not considering medical necessity. As I
3 stated there, I don't have any expertise in this.
4 I was having discussion about what the
5 requirements are for the plans, what they do when
6 they go through their medical necessity process,
7 and my understanding from the plans was their
8 medical necessity process that they used
9 individually did not provide coverage.
10 Q Was there any other factor involved?
11 A No.
12 Q Was there any other information about medical
13 necessity considered by you in your vote?
14 A No. I have no idea about -- as I said before, I'm
15 not a medical expert. I don't make the
16 determination on medical necessity.
17 Q And did anyone else say -- I mean, did anyone say
18 anything -- you mentioned your own understanding
19 about medical necessity. Was medical necessity
20 discussed at all by the board?
21 A I don't recall. This was just in my -- this was
22 part of my thinking process.
23 Q Your own thinking process?
24 A Correct.
25 Q But you don't recall whether any other board --

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1 A No.
2 Q -- member said anything about medical necessity?
3 A No, no. I think Mike Farrell would have had some
4 knowledge given his experience with plans. I
5 would assume -- I think Terri Carlson who was on
6 the board would have some knowledge based on her
7 experience with plans that would come to the same
8 sort of conclusion and may or may not have had
9 similar discussions with folks inside companies.
10 Q As far as you know --
11 A But I don't know if they did or they did not.
12 Q Okay. You don't know one way or the other --
13 A Correct.
14 Q And you don't know whether anyone on the board
15 actually talked to an expert about the medical
16 necessity of this coverage -- or this care?
17 A No. No. I have no idea one way or the other.
18 Q You think they would -- had anyone done so, they
19 would have brought that to your attention during
20 the meeting to reinstate the exclusion?
21 MR. ROTH: Objection. Calls for
22 speculation.
23 A I have no idea.
24 Q I'm just asking about your understanding of the
25 board's --

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1 A I have no idea. I have no idea whether they would
2 or they wouldn't.
3 Q Was anything else other than what you stated, that
4 cost is a factor, was anything considered about
5 cost at any other board meeting prior to this
6 December 30 board meeting?
7 A Do you mean costs related specifically to these
8 services?
9 Q Correct.
10 A I don't believe there was broader discussion of
11 cost at any other meeting, no.
12 Q I think we talked earlier about some discussion of
13 costs analysis from Segal in the ETF August memo?
14 A Correct.
15 Q Okay. Anything other than that that you recall?
16 A No. I mean, I will say it's important to note
17 they were looking at Maryland's and you don't know
18 what the specifics were. You also don't know,
19 similar to the discussion that we've had before
20 related to when you're attaching that cost, if the
21 assumption is that medical necessity is applied
22 and certain services are not, in fact, covered.
23 So part of the low cost may be reflection of the
24 fact that in the case of Maryland it's possible
25 certain surgical services were not covered and

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1 that's why the cost was so low.
2 Q Okay. But at this point it sounds like you're
3 speculating. You don't know one way or the other?
4 A Correct. Until Segal looked specifically
5 following the board meeting at our plan, I think
6 we had Maryland's guess as to what the effect of
7 the Maryland plan was.
8 MR. KNIGHT: Let's mark this.
9 (Exhibit No. 17 marked for
10 identification)
11 Q Mr. Wieske, are these the minutes from the
12 December 30 board meeting? And I guess I should
13 clarify. These are the public minutes?
14 A Yeah. Yes. Okay.
15 Q Okay. So it looks like I guess the second-to-last
16 page there is this announcement of action taken on
17 business deliberated during closed session, and
18 afterwards there is discussion of the uniform
19 benefits where it talks about -- and, I mean, the
20 sentence I'm looking at now, it says, "The board's
21 discussion of the gender reassignment language
22 proposed was based on the legality of the final
23 HHS rule." Is that an accurate reflection of why
24 the board voted as it did?
25 A Do you mean the motion or do you mean the --

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1 Q The sentence right beforehand.
2 A So -- yes. I think based on the discussion, the
3 feeling was action was imminent from Texas and so
4 the language reflected that lack of certainty at
5 that given moment and the expectation was that
6 certainty would come shortly.
7 Q And the third contingency says that this is
8 subject to the renegotiation of contracts, I think
9 it must be contracts, that maintain a reduced
10 premium cost for the state?
11 A Yes.
12 Q What is your understanding of that?
13 A So my understanding of that section was the
14 individual plans have their individual contracts
15 with ETF in administering the fully insured
16 benefit, and so if the plans were not able, based
17 on a timely manner, to renegotiate those contracts
18 or if you could not, in fact, show that changing
19 the benefit would maintain or reduce premium costs
20 that that would not have met the legality of
21 making changes to the exclusion.
22 Q So can you put that in layman's terms for me?
23 A Functionally we had to meet the requirement for
24 maintain or reduce premiums and the ability to
25 amend the contract with the plans.

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1 Q Okay. And ultimately, is that where the Segal
2 analysis came in?
3 A That is correct. That was a piece of that.
4 Q That was the analysis that said that there was no
5 cost in getting rid of the exclusion so there is
6 no cost in reinstating it?
7 MR. ROTH: Objection. Misstates
8 the evidence. You can answer if you can.
9 Q Did I state that accurately?
10 A So the standard required -- the minimum standard
11 required was to show that it at least kept the
12 premiums. There is -- Of course when you're
13 adding a benefit, there is going to be a cost that
14 attaches to it.
15 MR. KNIGHT: Let's mark this.
16 (Exhibit No. 18 marked for
17 identification)
18 Q Have you seen this before, Mr. Wieske?
19 A I believe so, yes.
20 Q So these are the confidential closed session
21 minutes for the December 30 meeting?
22 A Yep.
23 Q And it's short. You've read it. Is this an
24 accurate reflection of what took place during the
25 closed session?

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1 A Yeah. It looks that way. Yes.
2 Q Presumably a much longer discussion since I
3 believe the session happened 3 1/2 hours or
4 something like that; is that correct?
5 A Yes. Yes.
6 Q But the bottom line is what you talked about
7 earlier, which is that you voted to reinstate the
8 exclusion because -- well, if I understood
9 correctly, because the law did not require you to
10 get rid of it?
11 MR. ROTH: Objection. Vague.
12 Misstates the testimony. You can answer.
13 A I think that was -- I think that was a piece of
14 it. I think cost was a factor. I think other
15 pieces were a factor.
16 Q What other pieces?
17 A I think discussion about whether or not there
18 would actually be coverage available, as I talked
19 about, and the belief that there would not, in
20 fact, be coverage available regardless of the fact
21 if we had the exclusion in place it would not make
22 a difference and it would be deceptive to leave it
23 out. I think that was a piece in my head. It
24 might not have been a piece in anybody's head.
25 The administrative costs that attached from -- the

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1 administrative potential costs attached to doing
2 the reviews, which they had already, again, from
3 the insurer's sense prejudged it and that we did
4 not have any substantive policy discussion on
5 whether or not we should approve the change.
6 Q Okay. But what you said in terms of medical
7 necessity I believe earlier was that this was in
8 your head but you don't recall anyone else talking
9 about that?
10 A I don't remember one way or the other. Correct.
11 Q Do you recall a conversation with Mr. Conlin at
12 the December 13 board meeting where he suggested
13 that you could use the budget process to get the
14 exclusion reinstated?
15 A I don't recall that. I'm not saying it didn't
16 happen. I just don't recall it.
17 Q Do you recall ever having a discussion with him
18 about that topic, using the budget process to
19 reinstate the exclusion?
20 A I don't -- I don't recall, no. Again, I'm not
21 saying it didn't happen, but I don't recall that
22 conversation.
23 Q Did you talk to anyone in the governor's office
24 about the exclusion, either getting rid of it or
25 in general?

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1 A We had a discussion with the governor's legal
2 counsel, Katie Ignatowski. I believe our legal
3 counsel, Richard Wicka, was in the meeting as
4 well. I don't remember if there was anybody else
5 in that meeting, and we discussed the legalities
6 of the DOJ memo.
7 Q And when you say we, who are you talking about?
8 A I'm talking about that group. We were discussing
9 the legal --
10 MR. ROTH: Well, objection. I'll
11 just instruct the witness not to answer to
12 the extent it's going to reveal the content
13 of those attorney-client communications.
14 What you've said so far is fine, but I'd
15 instruct you not to go any farther.
16 Q Was the board's legal counsel providing counsel to
17 the board, the GIB?
18 A I'm sorry, was the --
19 Q Was the board's -- was the governor's counsel
20 providing counsel to GIB?
21 A I don't --
22 MR. ROTH: Objection to the extent
23 it calls for a legal conclusion.
24 MR. KNIGHT: I think that's not
25 privileged, so I think he can certainly

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1 answer that question.
2 MR. ROTH: Well, we're going to
3 have to talk about it and go off the record
4 because I'm not going to let him answer the
5 question right now. I mean, we can fight
6 about it over lunch, but he's not answering
7 the question right now. Maybe after lunch.
8 Q Was there any discussion in this meeting about
9 reasons to reinstate the exclusion, why the board
10 should do so?
11 A It was a legal discussion.
12 Q So there was just a discussion about whether it's
13 legal -- whether the board was legally required to
14 do so or to reinstate the exclusion -- or to get
15 rid of the exclusion? I'm sorry.
16 A It was a legal discussion.
17 Q Okay. Anything else other than a legal
18 discussion --
19 A To the best of my knowledge, no. To the best of
20 my recollection, no.
21 Q When you talk about your own legal counsel, who
22 are you talking about?
23 A I was talking about Richard Wicka.
24 Q Who is?
25 A The deputy general counsel at OCI.

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1 Q And was this GIB business or OCI business?
2 A So I think in both cases it was a discussion about
3 our implementation at OCI and the legal case, as
4 well as I'm sure it bled into the GIB. So pieces
5 of this related to OCI's administration and what's
6 going on and what's going on related to the
7 lawsuit.
8 MR. KNIGHT: I don't have much
9 more, so if you want to go a few more minutes,
10 we can try to wrap up. If you really need a
11 lunch break, we can take a lunch break.
12 MR. ROTH: Like 20 minutes?
13 MR. KNIGHT: I think in 20 minutes
14 I can be finished.
15 (Discussion held off record)
16 THE WITNESS: I'm good with
17 continuing.
18 MR. KNIGHT: I guess what I would
19 like, if I could just have maybe five minutes
20 with co-counsel to try to wrap this up.
21 MR. ROTH: That's fine.
22 (Recess)
23 MR. KNIGHT: Mark that, please.
24 (Exhibit No. 19 marked for
25 identification)

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1 Q So, Mr. Wieske, this is a weekly notice that comes
2 out from ETF. It looks like -- I don't know if
3 you regularly see these documents.
4 A I have no idea. No. I don't think I regularly
5 see them. Okay.
6 MR. ROTH: If you look on this
7 page, the second-to-last.
8 Q So there is then a document talking about the GIB
9 action related to health coverage based on gender
10 identity. Do you see where that is? I think
11 counsel just pointed you to it.
12 A I do.
13 Q So at least to somebody this is indicating that
14 the first contingency has been met, and then in
15 number 2 it talks about what I understand is one
16 of the contingencies, number 2.b., talking about
17 reducing premium cost for the state or its
18 employees in the current or any future year.
19 A Yes.
20 Q Do you see what I'm reading?
21 A Yes.
22 Q I believe you may have talked about this earlier
23 in terms of one of the contingencies.
24 A Yes.
25 Q And I believe this reflects that the board's

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1 actuaries estimated a nonmaterial cost to
2 eliminate the exclusion and therefore, as I
3 understand it, this is saying ETF did not see an
4 increase in healthcare premiums so reinstating it
5 is not going to create a premium reduction. Is
6 that right?
7 I mean, is this based on a Segal actuarial
8 statement that there would be no cost to get rid
9 of the exclusion and, therefore, there is no cost
10 to reinstating it? Am I understanding that
11 correctly?
12 MR. ROTH: Objection. Lacks
13 foundation. You can answer if you can.
14 A So my understanding is that based on our board
15 action, based on our discussion, based on the
16 contingencies, we only set a very low bar for
17 Segal to meet, and so we just asked Segal to
18 certify that either it would lower premiums or not
19 increase prem -- keep premiums static, and that
20 was the bar that was set by statute. Therefore,
21 that's all Segal was asked to do.
22 Q Okay. And what Segal was asked to do was to
23 say -- was to do this analysis that would say
24 meeting this low bar that there was going to be no
25 cost to getting rid of the exclusion so

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1 effectively there is no cost to reinstating it.
 2 Am I stating that correctly?
 3 A I would take a step back and I don't think there
 4 was -- I mean, there was a relatively low cost
 5 from eliminating the exclusion, according to
 6 Segal, according to their analysis, but there was
 7 not no cost. But, yes, essentially you're
 8 correct.
 9 (Exhibit No. 20 marked for
 10 identification)
 11 A Okay.
 12 Q Okay. So this appears to be one of the emails
 13 that came out from this Mr. Schiffbauer. We'd
 14 talked about an earlier one, I believe.
 15 A Correct.
 16 Q And is it your understanding that this is coming
 17 out related to the proposed rules as opposed to
 18 the final regulations?
 19 A Yeah. I think essentially this is a press release
 20 that they put in this format describing the rules
 21 from HHS. So it was -- essentially it wasn't any
 22 sort of original reporting but it looks like it
 23 was Politico-Pro's press release from HHS on the
 24 anti-discrimination rule, yes.
 25 Q Okay. Well, at the very bottom of the page, as I

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1 understand it, I mean, this is Jocelyn Samuels
 2 saying -- or offering an example of equal
 3 insurance coverage for a hysterectomy that's
 4 provided that is medically necessary to treat
 5 gender dysphoria. Do you understand -- Am I
 6 reading that correctly?
 7 A I see what it says there from Samuels' standpoint.
 8 Q And then on the following page, she goes on to
 9 say, "If there is a difference in treatment, we'd
 10 ask the insurer to explain why hysterectomies are
 11 being singled out for this purpose with regard to
 12 gender transition but not other conditions."
 13 A Okay.
 14 Q Now, I understand this to be saying that the
 15 regulations will require surgical treatment to be
 16 provided for gender dysphoria. Is that not the
 17 way you understand it?
 18 A So -- no.
 19 Q So long as it's medically necessary, I should
 20 qualify.
 21 A I think subject to the medical necessity of the --
 22 the medical necessity review of the insurer, they
 23 would be required to look at this as an issue.
 24 Q Okay. But if it were medically necessary and the
 25 treatment were for gender transition, then the

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1 regulations would require that. Is that a correct
 2 understanding of what she's saying about this?
 3 MR. ROTH: Just objection. Calls
 4 for speculation and to the extent it calls
 5 for a legal conclusion. You can answer.
 6 A It is a proposed rule, and so relying on anything
 7 that comes out in a press release from a proposed
 8 rule is sort of dubious, at best. And so the
 9 assumptions in here, and especially when this
 10 particular administration often used ethic hues
 11 and nonlegal guidance to sort of enforce, it would
 12 be inconsistent for us to look at this proposed
 13 rule in that way.
 14 Q I don't understand. How is that inconsistent?
 15 What's the inconsistency? I'm sorry.
 16 A There were some issues surrounding comment
 17 periods, there were some issues surrounding other
 18 pieces on various rules, I don't remember if it
 19 was this one specifically, but, again, relying on
 20 a proposed rule press release to interpret the
 21 rule is not legal guidance. That's her
 22 interpretation in a press release of what she's
 23 saying the rule says, and it may not, in fact, be
 24 what the rule says.
 25 MR. KNIGHT: Okay. That's

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1 completely fair. I don't have anything
 2 further at this point.
 3 MR. ROTH: Nothing from us.
 4 (Adjourning at 1:05 p.m.)
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1 STATE OF WISCONSIN)
2 COUNTY OF DANE) ss.

3

4 I, Peggy S. Christensen, Registered Professional
5 Reporter and Notary Public in and for the State of
6 Wisconsin, do hereby certify that the foregoing
7 deposition of J.P. WIESKE was taken before me on
8 May 30, 2018, and reduced to writing by me, a
9 professional court reporter and disinterested person,
10 approved by all parties in interest and thereafter
11 converted to typewriting using computer-aided
12 transcription.

13 I further certify that I am not related to nor
14 an employee of counsel or any of the parties to the
15 action, nor am I in any way financially interested in
16 the outcome of this case.

17 IN WITNESS WHEREOF, I have hereunto set my hand
18 and affixed my notarial seal of office at Madison,
19 Wisconsin, this 1st day of June 2018.

20

21

22

Notary Public, State of Wisconsin
My Commission Expires August 7, 2020

23

24

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A				
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