

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Brittany R. Tovar and Reid Olson,

Plaintiffs,

vs.

Essentia Health,
Innovis Health, LLC,
dba Essentia Health West,
HealthPartners, Inc., and
HealthPartners Administrators, Inc.

Defendants.

Case No.: 0:16-cv-00100-(DWF/LIB)

**DEFENDANTS ESSENTIA
HEALTH AND INNOVIS HEALTH,
LLC'S STATEMENT OF THE
CASE**

Pursuant to the Court's October 17, 2018 Pretrial Conference Notice and Order (Doc. 99), Defendants Essentia Health and Innovis Health, LLC, dba Essentia Health West submit the following Statement of the Case:

Defendants Essentia Health and Innovis Health, LLC's Version of the Facts

In 2015, Brittany R. Tovar was an employee of Innovis Health, LLC and was enrolled in a self-insured health plan offered to eligible employees of Innovis Health, LLC. Essentia Health sponsored this plan and contracted with HealthPartners Administrators, Inc. to be the third-party administrator for the plan in 2015. Tovar's son, Plaintiff Reid Olson ("Olson"), was a beneficiary of this plan. Olson identifies as a transgender male.

The plan at issue in 2015 contained an exclusion for "[s]ervices and/or surgery for gender reassignment." Olson alleges that he sought coverage under the plan for two medications to treat gender dysphoria and was denied coverage due to the exclusion.

Olson admits that he was reimbursed for one of the medications and never purchased the other medication. The exclusion was ultimately removed at the request of Essentia Health as of January 1, 2016, a year in advance of federal regulation requirements.

Tovar resigned from her employment with Innovis Health, LLC in July 2016, and Olson no longer maintained coverage under any Essentia Health or Innovis Health, LLC health insurance plan after October 31, 2016. In 2017, Olson commenced suit against Defendants, alleging the exclusion violated Section 1557 of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18116.

Particularized Facts that Support Defenses

Plaintiff is unable to maintain a Section 1557 claim against Essentia Health, as the entity did not receive Federal financial assistance during the relevant time period. 42 U.S.C. § 18116. During the relevant time period, Defendants Essentia Health and Innovis Health, LLC further acted in compliance with applicable federal regulations. 45 C.F.R. pt. 92 (2016).

In addition, Plaintiff has not suffered any economic damages as a result of Defendants Essentia Health and Innovis Health, LLC's alleged actions. To the extent any damages exist, they were not the result of Defendant Essentia Health or Defendant Innovis Health, LLC, but were rather the result of others' actions, over whom Defendants Essentia Health and Innovis Health, LLC have no control.

Itemization and Explanation of Claimed Damages

Defendants Essentia Health and Innovis Health, LLC do not claim any damages in this matter.

Dated this 1st day of November, 2018.

VOGEL LAW FIRM



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