

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Brittany R. Tovar and Reid Olson;

Court File No. 16-cv-00100 (DWF/LIB)

Plaintiff,

v.

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

STATEMENT OF THE CASE

Defendants.

Plaintiff Reid Olson’s Version of the Facts

Plaintiff’s mother worked for Defendant Essentia Health and had an insurance policy through the company. Defendant HealthPartners, Inc. helped develop and administer the insurance policy. At all relevant times, Plaintiff was a minor and a beneficiary of his mother’s insurance plan. Plaintiff is a transgender male and required medication and care for gender dysphoria. The relevant insurance plan explicitly excluded coverage for “[s]ervices and/or surgery for gender reassignment.” As a result, this insurance plan did not cover health care that Plaintiff’s providers deemed medically necessary.

Plaintiff asserts that HealthPartners, consisting of Defendants HealthPartners, Inc. and HealthPartners Administrators, Inc., violated § 1557 of the Affordable Care Act, 42 U.S.C. § 18116. Plaintiff believes that the HealthPartners entities qualify as a “health program or activity, any part of which is receiving Federal financial assistance” within the meaning of Section 1557, 42 §18116(a), because HealthPartners issues qualified healthcare

plans on MNsure, Minnesota's state health insurance exchange, and its MNsure plan enrollees are provided with advance payments of premium tax credits and/or cost sharing reductions. HealthPartners discriminated against Plaintiff in violation of § 1557 of the Affordable Care Act by helping to create the Essentia Health Employee Medical Plan ("Plan"), administering the Plan, and enforcing the Plan's discriminatory exclusion of any "[s]ervices and/or surgery for gender reassignment."

Plaintiff asserts that Essentia, consisting of Essentia Health and Defendant Innovis, LLC, dba Essentia Health West, violated § 1557 of the Affordable Care Act, 42 U.S.C. § 18116. Plaintiff believes that the Essentia entities qualify as a "health program or activity, any part of which is receiving Federal financial assistance" within the meaning of Section 1557, 42 §18116(a), because Essentia provides medical services in exchange for payments through Medicaid. Essentia discriminated against Plaintiff in violation of § 1557 of the Affordable care act by providing insurance through the Plan that contained a discriminatory exclusion of any "[s]ervices and/or surgery for gender reassignment."

As a result of the discriminatory Plan and all Defendants' actions in creating, selecting, and administering the Plan, Plaintiff was unable to obtain medically necessary care at a window of time during puberty when his gender dysphoria was especially acute. Plaintiff's treating providers prescribed Lupron for his gender dysphoria. Lupron would have paused the psychologically damaging effects of going through continued development of the wrong secondary sex characteristics during puberty. Since the Plan would not cover the cost of Lupron due to its categorical exclusion, and out of pocket costs were too high, Plaintiff was unable to obtain Lupron.

In addition, Plaintiff had delayed access to Androderm as a result of the discriminatory Plan. Plaintiff's treating providers prescribed Androderm, a form of testosterone, to treat his gender dysphoria. Androderm reverses the psychologically damaging effects of developing the wrong secondary sex characteristics during puberty. As a result of the categorical exclusion in the Plan, Plaintiff was initially unable to obtain Androderm through his insurance. Plaintiff's mother initially paid out of pocket for the prescription but was later reimbursed. Although Plaintiff did ultimately get access to Androderm, that access was delayed by Defendants' discriminatory Plan.

Though Plaintiff was eventually able to obtain gender-affirming care, that cannot undo the emotional harm he experienced during the time he was unable to obtain necessary care or received delayed care.

Itemization and Explanation of Plaintiff's Claimed Damages

1. Plaintiff has emotional distress damages in an amount to be determined by a jury at trial.
2. Plaintiff requests punitive damages in an amount to be determined by a jury at trial.
3. Plaintiff has incurred and will continue to incur attorneys' fees.

Dated: November 1, 2018

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