HONORABLE JUDGE ROBERT J. BRYAN

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

C. P., by and through his parents, Patricia Pritchard and Nolle Pritchard; and PATRICIA PRITCHARD,

Plaintiffs,

vs.

BLUE CROSS BLUE SHIELD OF ILLINOIS,

Defendant.

Case No. 3:20-cv-06145-RJB

RESPONSE TO PLAINTIFFS' MOTION TO COMPEL

ORAL ARGUMENT REQUESTED

NOTED ON MOTION CALENDAR: June 10, 2022

FILED UNDER SEAL

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I. INTRODUCTION

Blue Cross Blue Shield of Illinois ("BCBSIL") has produced all relevant discovery necessary for Plaintiffs to proceed with their claim. Plaintiffs' Complaint alleges that BCBSIL administers ERISA self-funded health plans that contain an illegal exclusion. BCBSIL admits that it administers plans with the exclusion but denies that it is illegal, which is an issue of law. BCBSIL has produced all permutations of the exclusion that it administers at issue in this case, and it has disclosed how many plans there are and how many members have received denials under the exclusions. BCBSIL has further disclosed that some plans it administers are religious, and some are not. Plaintiffs have done ample discovery on all elements of their class definition, and BCBSIL has provided all relevant discovery.

Plaintiffs' Motion to Compel fails to explain why Plaintiffs should be entitled to the irrelevant and burdensome additional discovery they seek from BCBSIL. Although Plaintiffs already have the number of health plans at issue, the relevant language from those plans, and the number of people impacted by the exclusion at issue, they claim they need the actual names of all the purported class-members' employers who sponsor the plans, as well as legal agreements between BCBSIL and those employers. This would constitute hundreds of thousands of pages of irrelevant documents. The discovery sought is neither relevant to nor proportional to Plaintiffs' needs.

The Court should deny Plaintiffs' motion to compel in its entirety.

II. BACKGROUND

A. Plaintiffs' Class Action Allegations.

Plaintiffs filed their individual complaint on November 23, 2020. Dkt. No. 1. Almost a year later, they amended the complaint on November 2, 2021 to add claims seeking only injunctive relief on behalf of a putative class of plaintiffs. Dkt. No. 38 ("Am. Compl."). Plaintiffs define the alleged class as follows:

> All individuals who have been, are, or will be participants or beneficiaries in an ERISA self-funded "group health plan" (as defined in 29 U.S.C. §1167(1)) administered by BCBSIL that contains a categorical exclusion denying or limiting coverage for gender affirming health care, like the "Transgender Reassignment Surgery" Exclusion contained in the CHI Plan, at any time on or

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> after November 23, 2014; and who were, are, or will be denied pre-authorization or coverage of otherwise covered services due to BCBSIL's administration of such an exclusion.

Id. at ¶ 91. Plaintiffs seek a declaration from the Court that the plans' "categorical exclusion[s]" for gender-affirming health care violate the Affordable Care Act and an injunction requiring BCBSIL to allow coverage for all medically necessary gender-affirming health care. *Id.* at pp. 21-22.

B. Plaintiffs' Discovery Requests and BCBSIL's Responses.

On November 9, 2021, Plaintiffs served their second set of discovery requests. *See* Declaration of Gwendolyn Payton ("Payton Decl.") at ¶ 3. BCBSIL timely responded to those requests and has since supplemented its responses on three separate occasions as its investigation and discovery progressed. *Id.* at ¶¶ 4-5, Ex. A. Plaintiffs also conducted and will continue to conduct extensive examinations of multiple BCBSIL witnesses pursuant to Fed. R. Civ. P. 30(b)(6). *Id.* ¶ 6. The topics of these depositions include all aspects of BCBSIL's administration of the exclusion and the parameters of that administration. *Id.*

Plaintiffs' Motion takes issue with BCBSIL's responses to Interrogatories Nos. 3, 6, and 8 and Requests for Production Nos. 12-14, all of which – in Plaintiffs' own words – seek the "identity" of the employers who sponsor specific plans for which BCBSIL administers any exclusion for transgender-related services similar to that found in the plan in which the named Plaintiffs are enrolled, a plan sponsored by CommonSpirit Health, f/k/a Catholic Health Initiatives ("CHI" and the "CHI Plan"). Motion at 2.

BCBSIL objected to producing the identity of other plans in its initial discovery responses and has consistently maintained those objections while responding to Plaintiffs' non-objectionable requests. Payton Decl., ¶ 7. BCBSIL provided the following evidence and information to Plaintiffs:

(1) BCBSIL disclosed that it administers other plans with gender-affirming health care exclusions—that "there are [redacted] ERISA self-funded group health plans for which BCBSIL administers a gender-affirming care exclusion." *Id.*, ¶ 4 and Ex. A.

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(2) BCBSIL provided all variations of the existing exclusion language that is contained in self-funded ERISA plans administered by BCBSIL, along with the effective date of each representative plan and excerpts of each plan that demonstrate how the exclusion language sits within the plan. *Id.*, ¶ 4, Ex. A, Addendum A.

(3) BCBSIL disclosed that "of the ERISA self-funded group health plans BCBSIL administers, there are approximately [redacted] unique members of [redacted] plans who have received a denial based on the same or a similar exclusion, for a total claim count of [redacted] claims." *Id.*, ¶ 4, Ex. A.

(4) BCBSIL disclosed that of the ERISA self-funded plans it administers, some plans have exclusions precluding benefits for gender-affirming care because of the plan sponsor's religious affiliation, and other sponsors do not have a religious affiliation. *Id.* ¶ 8 and Ex. B (Deposition of Telisa Drake ("Drake Decl.") at 58:25-59:15).

BCBSIL served its privilege log on Plaintiffs on May 10, 2022. *Id.* ¶ 12. Plaintiffs have yet to serve any privilege log on BCBSIL, nor have they represented to BCBSIL that there are no documents being withheld on the basis of any privilege. *Id.*

III. ARGUMENT

A. Legal standard under Federal Rules of Civil Procedure 26 and 37.

Courts have broad discretion to control discovery. *Avila v. Willits Envtl. Remediation Trust*, 633 F.3d 828, 833 (9th Cir. 2011). Rule 26(b)(1) limits the scope of discovery to "nonprivileged matter that is relevant to any party's claim or defense." *In re Williams-Sonoma, Inc.*, 947 F.3d 535, 539 (9th Cir. 2020). "[D]iscovery, like all matters of procedure, has ultimate and necessary boundaries," and discovery of matters that are not relevant is "not within the scope of Rule 26(b)(1)." *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 353 (1978).

For a motion to compel, the movant must demonstrate that "the information it seeks is relevant and that the responding party's objections lack merit." *Hancock v. Aetna Life Ins. Co.*, 321 F.R.D. 383, 390 (W.D. Wash. 2017). However, courts must limit discovery that is not "proportional to the needs of the case, considering the importance of the issues at stake in the

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action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit." *Cedar Grove Composting, Inc. v. Ironshore Specialty Ins. Co.*, No. C14-1443RAJ, 2015 WL 9315539, at *1 (W.D. Wash. Dec. 23, 2015) (citation omitted).

B. Plaintiffs do not seek evidence relevant to Plaintiffs' allegations or proportional to the Plaintiffs' needs.

Plaintiffs summarize the discovery they seek as follows: "The disputed ROGs seek the identity of the specific plans for which BCBSIL administers any gender-affirming care exclusion or a similar exclusion to that of the plan in which C.P. is enrolled," and "RFP Nos. 12–14 seek copies of the BPAs and the plan contracts, such as the [Summary Plan Descriptions ("SPDs")], for the plans identified in ROGs 3 and 6." Motion at 2.

Plaintiffs claim that they require the discovery at issue: (i) "to properly define the proposed class"; (ii) "to demonstrate commonality and typicality"; (iii) because "the identities of the [redacted] plans found by BCBSIL to contain a gender-affirming care exclusion" allegedly will enable them to "determine whether and to what extent the plans are sponsored by what type of organizations, including religious organizations"; (iv) to identify any indemnity clauses between BCBSIL and plans contained in the Benefit Program Applications ("BPAs")[2] filled out by each individual employer; and (v) to determine whether their alleged class satisfies the numerosity requirement.

1. Discovery is not necessary to enable Plaintiffs to determine a "proper class definition."

Plaintiffs do not require the discovery they seek "to properly define the proposed class." Plaintiffs are required to plead a class definition in their complaint, and they are bound by the definition they have pled. *See, e.g.*, *Costelo v. Chertoff*, 258 F.R.D. 600, 604–05 (C.D. Cal.

[1] BCBSIL has since updated this number to state that it administers [redacted] ERISA self-funded group plans containing gender-affirming care exclusions.

[2] Benefit Program Applications are forms filled out by employer groups directing certain selections for their plan design and containing legal language. This is a standard form, which BCBSIL has produced and which Plaintiffs have in their possession. Payton Decl. ¶ 12.

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2009) ("The court is bound to class definitions provided in the complaint and, absent an amended complaint, should not consider certification beyond it."); *Berlowitz v. Nob Hill Masonic Mgmt., Inc.*, No. C–96–01241 MHP, 1996 WL 724776, at *2 (N.D. Cal. Dec. 6, 1996) (rejecting plaintiff's attempt to certify a class different from that alleged in the complaint because the "court is bound by the class definition provided in the complaint" and "will not consider certification of the class beyond the definition provided in the complaint unless plaintiffs choose to amend it").

Plaintiffs' Motion implies they seek this discovery to potentially amend their class definition, but they offer no argument in support of any modification or explain what that modification would be. But regardless, this effort is improper. Plaintiffs are not entitled to class certification discovery that is not relevant to certification. Even if Plaintiffs were seeking the identities of absent class members (and they are not), it is well established that named plaintiffs may not obtain the identities of absent class members before a class is certified. *In re Williams-Sonoma, Inc.*, 947 F.3d 535, 539 (9th Cir. 2020). Given that Plaintiffs are not entitled to the names of the actual purported class members, discovery of the names of their employers is even more remote and irrelevant.

"The allegations of the complaint logically shape the scope of discovery." *Scherer v. FCA US, LLC*, 538 F. Supp. 3d 1002, 1005 (S.D. Cal. 2021) (citation omitted). Thus, in determining the "the scope of permissible discovery," the proper inquiry is "whether the information sought is relevant to the parties' claims and defenses and proportional to the needs of the case." *Id.* The class definition is established by the Amended Complaint, and Plaintiffs do not require any discovery to determine the definition.

2. Plaintiffs do not require the additional discovery they seek to establish any element of their claims.

Plaintiffs likewise do not need the identities of employers who sponsor health plans containing an exclusion, or their entire SPDs. BCBSIL has already produced all the information Plaintiffs need to support their claims. BCBSIL has produced all the exclusions from self-funded ERISA plans administered by BCBSIL. Payton Decl. ¶ 4 and Ex. A, Addendum A. Contrary to Plaintiffs' claims, they have all the information necessary "to review the variations of the

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language within the actual plans." Motion. at 7. BCBSIL has also responded to discovery disclosing that "there are [redacted] ERISA self-funded group health plans for which BCBSIL administers a gender-affirming care exclusion." Payton Decl., ¶ 4 and Ex. A. BCBSIL has further disclosed that "of the ERISA self-funded group health plans BCBSIL administers, there are approximately [redacted] unique members of [redacted] plans who have received a denial based on the same or a similar exclusion, for a total claim count of [redacted] claims." *Id.* Plaintiffs have not shown, and cannot show, that they require additional discovery in order to pursue class certification.

Plaintiffs do not need additional discovery to determine how many plans administered by BCBSIL are sponsored by religious organizations. BCBSIL has disclosed under oath that some plans are sponsored by religious organizations and other sponsors do not have a religious affiliation. *See* 5 Decl. at 58:25-59:15 (Q: "Do you know if the [redacted] identified group health plans for which Blue Cross Blue Shield administers a gender-affirming care exclusion . . . includes employers that are not religious? A: "Yes, it does."). By comparison, CHI (the employer group of the named Plaintiffs) is one of the ERISA self-funded plans BCBSIL administers with a religious-based exclusion. Plaintiffs also have failed to explain why the precise number of plans sponsored by religious organizations is relevant to class certification. Plaintiffs' proposed class definition, Am. Compl. at ¶ 91, makes no mention of whether the proposed class does or does not include members of plans sponsored by religious organizations.

Plaintiffs themselves have argued that the individual employers do not need to be involved in this case and the individual plans' characteristics and identities are irrelevant to this case—including those plans who claim that they may exclude coverage for gender affirming care because the Religious Freedom Restoration Act ("RFRA") exempts them from Title IX's or the ACA's requirements. In support of their Motion to Amend, Dkt. 35, Plaintiffs argued that "[t]he Amended Complaint is proper because no additional party is needed for the Court to enter the relief sought by Plaintiffs." *Id.* at 6. Plaintiffs further argued, "The injunctive relief sought by Plaintiffs would bind ***only*** BCBSIL – it does not impact the plans' rights under RFRA." *Id.* at 7

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(emphasis in original). In response, this Court has held that the plans are not necessary and therefore are not indispensable parties. Dkt. 37 at 4-5.

The names of the individual employers would not provide information on which of the plans has a possible RFRA defense. Secular, for-profit corporations are entitled to assert religious exemptions under RFRA. *See, e.g.*, *Burwell v. Hobby Lobby Stores*, Inc., 573 U.S. 682, 736 (2014); *Hobby Lobby Stores, Inc. v. Sebelius*, 723 F.3d 1114, 1120, 1146 (10th Cir. 2013), *cert. granted*, 134 S. Ct. 678 (2013), *aff'd sub nom*, *Burwell v. Hobby Lobby Stores*, Inc., 573 U.S. 682, 736 (2014).

Thus, Plaintiffs do not need discovery establishing whether the plans containing exclusions are religious or not. This additional discovery would not help Plaintiffs win class certification, and its absence will not detract from their ability to do so. This discovery certainly is not proportional to Plaintiffs' needs. There is no reason for BCBSIL to incur additional expense producing the additional discovery that Plaintiffs seek.

3. Plaintiffs are not entitled to indemnity agreements between BCBSIL and its employer groups.

Plaintiffs also assert they should be entitled to "various indemnity clauses contained in the [Benefit Program Applications ("BPAs")] for each plan to understand BCBSIL's standard practice." Motion at 7. This assertion is offered without any support or explanation whatsoever. Plaintiffs' proposed class definition, Am. Compl. at ¶ 91, does not purport to define any class based on the indemnification language contained in any BPA, and in fact the words "indemnity" and "indemnification" appear nowhere in Plaintiffs' Amended Complaint. Nor is any indemnification agreement relevant to any issue in the case. Plaintiffs' bare assertion that they are nonetheless entitled to this information is not supported by law or fact. Moreover, BCBSIL produced the BPA for CHI, and BPAs are standard forms filled out by all employers. *See* Payton Decl. ¶ 13. Plaintiffs had the opportunity to question one of BCBSIL's witnesses about the indemnity provision in that BPA. *Id.* ¶ 9 and Ex. C (Drake Decl. at 132:3-133:3).

Fed. R. Civ. P. 26(a)(1)(iv) allows discovery of only a narrow, specialized type of indemnity agreement: "any insurance agreement under which an insurance business may be liable

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to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment." If the Federal Rules intended for indemnity agreements to be more broadly discoverable, they would not have limited the permissible scope of discovery to liability insurance policies. *See, e.g.*, *Transocean Grp. Holdings PTY Ltd. v. S. Dakota Soybean Processors, LLC.*, No. CV 07-652 (JRT/FLN), 2008 WL 11383667, at *1 (D. Minn. Nov. 19, 2008) (denying motion to compel an indemnity agreement because "[u]nder Rule 26(a)(1)(A)(iv), parties are not required to produce indemnity agreements; they are only required to produce insurance contracts.").

4. Plaintiffs are not entitled to discover "the total number of people enrolled in each identified plan" because the total number of enrollees in each plan is irrelevant and because BCBSIL does not contest numerosity.

Plaintiffs contend that they should be entitled to discover "the total number of people enrolled in each identified plan (as requested, which would allow Plaintiffs to confirm the approximate size of the proposed class)." Motion at 4. The total number of members in each plan is irrelevant because the class definition only includes members who were *denied* claims for gender affirming care based on an exclusion. *See* Am. Compl. at ¶ 91. BCBSIL has disclosed this number. Payton Decl., ¶ 4 and Ex. A.

Even if this number were relevant, Plaintiffs have been aware for a number of months that BCBSIL does not contest numerosity. In response to Request for Admission No. 1, which seeks the admission that there are at least 40 persons who fit the proposed class definition, BCBSIL stated that "there are at least 40 persons who may fit the class definition." *Id*. Because it is undisputed that numerosity has been met, discovery to support the numerosity element of class certification is not relevant.

C. The information Plaintiffs seek would be unduly burdensome to produce and is not proportional to the needs of this litigation.

The discovery Plaintiffs seek would be unduly burdensome for BCBSIL to collect, review, and produce and is not proportional to Plaintiffs' needs in relation to the proposed class definition. BCBSIL's review of ERISA self-funded plans has been a manual and laborious

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process comprised of a review of hundreds of thousands of pages of documents. Payton Decl., ¶ 10 (the production of the SPDs alone would be an approximately [redacted] page production). Plaintiffs' request for the BPAs for each of those plans would be an equally manual and arduous process, particularly given that Plaintiffs demand discovery from 2016 to the present, that would require BCBSIL to redouble its efforts and produce tens, if not hundreds, of thousands of additional and irrelevant pages. *Id*.

Nonetheless, BCBSIL has met and conferred with Plaintiffs and has agreed, without waiver of its arguments that the BPAs Plaintiffs seek are irrelevant, burdensome, and beyond the permissible scope of discovery, to produce the BPAs for all of the BCBSIL-administered ERISA self-funded plans containing unique versions of an exclusion for gender-affirming health care, as demonstrated in Addendum A to BCBSIL's interrogatory responses. Payton Decl. ¶ 4 and Ex. A, Addendum A.

D. The terms of the Joint Defense Agreement between BCBSIL and CHI are protected by privilege.

Plaintiffs also claim, without any legal support, that they should be entitled to the Joint Defense Agreement ("JDA") between BCBSIL and CHI. Motion at 10. This is incorrect. Courts routinely deny discovery of joint defense agreements and recognize that joint defense agreements are privileged. *See, e.g.*, *Bedivere Insurance Company v. Blue Cross and Blue Shield of Kansas, Inc.*, No. 18-2515, 2021 WL 843235 (D. Kan. 2021) (recognizing that joint defense agreements are privileged); *Generac Power Systems, Inc. v. Kohler Co.*, 2012 WL 5463913, *2 (E.D. Wis. 2012) (denying discovery of joint defense agreement); *R.F.M.A.S., Inc. v. So*, 2008 WL 465113, *1 (S.D. N.Y. 2008); *Broessel v. Triad Guar. Ins. Corp.*, 238 F.R.D. 215, 218 (W.D. Ky. 2006).

This is particularly true given that the JDA at issue contains more than just the identification of a privileged relationship – it also contains legal strategies between BCBSIL and CHI related to motion practice and testimony during interviews, depositions, and examinations. Payton Decl. at ¶ 11. Thus, the JDA is attorney-client privileged and is not discoverable.

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E. Plaintiffs' privilege log is no longer at issue.

In order to conserve judicial resources, BCBSIL has produced the vast majority of the documents on its privilege log to Plaintiffs, with the understanding that Plaintiffs will not claim waiver of the privilege as a result.[3] As a result, BCBSIL understands that BCBSIL's privilege log is no longer at issue.

CONCLUSION

For these reasons, BCBSIL respectfully urges this Court to deny Plaintiffs' motion to compel in its entirety.

Respectfully submitted, this 6th day of June, 2022.

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By *_/s/ Gwendolyn C. Payton_*

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[3] BCBSIL still maintains that these communications are privileged, but given their tangential relationship to the relevant issues in this case – namely, whether BCBSIL can administer plans containing an exclusion – BCBSIL wishes to avoid the additional cost of litigating this unnecessary dispute.

CERTIFICATE OF SERVICE

I certify that on the date indicated below I caused a copy of the foregoing document, DEFENDANT BLUE CROSS BLUE SHIELD OF ILLINOIS'S RESPONSE TO PLAINTIFFS' MOTION TO COMPEL, to be filed with the Clerk of the Court via the CM/ECF system. In accordance with their ECF registration agreement and the Court's rules, the Clerk of the Court will send e-mail notification of such filing to the following attorneys of record:

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DATED this 6th day of June, 2022.

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