



1           4. Notwithstanding this requirement, BCBSIL administers the Plan according  
2 to its terms and in a manner that deprives transgender enrollees of coverage for  
3 medically-necessary treatment of gender dysphoria—the clinically significant distress  
4 that can result from the dissonance between an individual’s gender identity and sex  
5 assigned at birth.

6           5. Specifically, at the time BCBSIL denied coverage for C.P.’s treatment, the  
7 terms of the Plan stated:

8                   *Transgender Reassignment Surgery*

9                   Not Covered:

10                   Benefits shall not be provided for treatment, drugs, medicines,  
11                   therapy, counseling services and supplies for, or leading to,  
12                   gender reassignment surgery.

13           *App. A*, p. 61 (emphasis in original) (hereinafter referred to as the “Exclusion”).

14           6. The sweeping exclusion contained within the Plan denies coverage for  
15 gender-affirming health care, including surgical care, and other health care provided in  
16 relation to a person’s transgender status and/or gender transition, if BCBSIL determines  
17 that the care is provided “for or leading to gender reassignment surgery.” In practice, in  
18 C.P.’s case, BCBSIL has denied coverage for C.P.’s surgical care including the  
19 implantation of his second Vantas implant, mastectomy and chest reconstruction.

20           7. The Exclusion contravenes the well-established medical consensus that  
21 gender-affirming health care can be medically necessary and even life-saving. Other Plan  
22 enrollees who are not transgender do not face a categorical exclusion barring coverage  
23 for health care that is medically necessary for them based on their sex and receive  
24 coverage for the same care that is denied to transgender enrollees.

25           8. Plaintiffs have been denied coverage for medically necessary gender  
26 affirming health care because C.P. is transgender, based on the Exclusion of gender-

1 affirming health care in the Plan. Plaintiffs have been forced to incur financial hardship  
2 without the financial protection afforded by coverage through the Plan. Plaintiffs have  
3 also suffered emotional distress, stigmatization, humiliation, and a loss of dignity  
4 because of the Plan's targeted discrimination against transgender enrollees, which  
5 wrongly deems their health care needs as unworthy of equal coverage.

6 9. This targeted discrimination against transgender people, which BCBSIL  
7 administers and enforces, violates the ACA's Section 1557.

8 10. Plaintiffs bring this lawsuit to challenge BCBSIL's administration of the  
9 Plan's Exclusion despite the non-discrimination requirements of Section 1557 and to  
10 obtain a judgment to redress their individual injuries and to have the exclusion declared  
11 unlawful, thereby preventing its enforcement.

## 12 II. PARTIES

13 11. *Plaintiff C.P.* Plaintiff C.P. is a fifteen-year-old transgender boy who is  
14 enrolled in the Plan, a health plan administered by BCBSIL. C.P. brings suit by and  
15 through his next friends and parents, Patricia Pritchard and Nolle Pritchard.

16 12. *Plaintiff Patricia Pritchard.* Plaintiff Patricia Pritchard is the mother of  
17 C.P. She is employed at St. Michael Medical Center in Bremerton, Washington, which is  
18 part of the Catholic Health Initiatives Franciscan Health System, now known as  
19 CommonSpirit Health. As part of her employment, Ms. Pritchard receives health  
20 coverage through the Plan, as administered by BCBSIL. C.P. receives health coverage  
21 through the Plan as a dependent of Ms. Pritchard. Ms. Pritchard and C.P. live in  
22 Bremerton, Washington.

23 13. *Blue Cross Blue Shield of Illinois.* Defendant Blue Cross Blue Shield of  
24 Illinois (BCBSIL) is the claims administrator of the Plan's schedule of benefits in which  
25 Plaintiff C.P. is enrolled as a dependent of Ms. Pritchard. BCBSIL is a division of Health  
26

1 Care Service Corporation, a mutual legal reserve company headquartered in Chicago  
2 Illinois. Defendant BCBSIL is not a religious organization. BCBSIL is a recipient of federal  
3 financial assistance and participates in health care insurance marketplaces established  
4 under the Patient Protection and Affordable Care Act (“ Affordable Care Act” or “ ACA”).

5 **III. JURISDICTION AND VENUE**

6 14. This action arises under Section 1557 of the Patient Protection and  
7 Affordable Care Act, 42 U.S.C. § 18116.

8 15. This Court has original jurisdiction over the subject matter of this action  
9 pursuant to 28 U.S.C. § 1331 because the matters in controversy arise under the  
10 Constitution and laws of the United States.

11 16. Declaratory relief is authorized by Rules 57 and 65 of the Federal Rules of  
12 Civil Procedure, and by 28 U.S.C. §§ 2201 and 2202.

13 17. Venue is proper under 28 U.S.C. § 1391(b)(2), because, *inter alia*, a  
14 substantial part of the events giving rise to the claim occurred in Kitsap County.

15 18. The Court has personal jurisdiction over Defendant BCBSIL because by  
16 agreeing to administer the Plan, which covers residents of the State of Washington,  
17 BCBSIL has knowingly and deliberately engaged in significant activities within the State  
18 of Washington and has created continuing obligations between itself and residents of the  
19 this forum.

20 **IV. FACTUAL BACKGROUND**

21 19. Every individual’s sex is multifaceted, and comprised of a number of  
22 characteristics, including but not limited to chromosomal makeup, hormones, internal  
23 and external reproductive organs, secondary sex characteristics, and most importantly,  
24 gender identity.

1           20. Gender identity is a person’s internal sense of their sex. It is an essential  
2 element of human identity that everyone possesses, and a well-established concept in  
3 medicine. Gender identity is innate, immutable, and has biological underpinnings.

4           21. For everyone, gender identity is the most important determinant of a  
5 person’s sex and a fundamental component of human identity.

6           22. A person’s sex is generally assigned at birth based solely on a visual  
7 assessment of external genitalia at the time of birth. External genitalia are only one of  
8 several sex-related characteristics and are not always indicative of a person’s sex.

9           23. For most people, these sex-related characteristics are all aligned, and the  
10 visual assessment performed at birth serves as an accurate proxy for that person’s  
11 gender.

12           24. Where a person’s gender identity does not match that person’s sex  
13 assigned at birth, however, gender identity is the critical determinant of that person’s  
14 sex.

15           25. The ability to live in a manner consistent with one’s gender identity is vital  
16 to the health and wellbeing of transgender people.

17           26. For transgender people, an incongruence between their gender identity  
18 and sex assigned at birth can result in a feeling of clinically significant stress and  
19 discomfort known as gender dysphoria.

20           27. Gender dysphoria is a serious medical condition recognized in the  
21 American Psychiatric Association’s Diagnostic and Statistical Manual of Mental  
22 Disorders, Fifth Edition (“DSM-5”); the World Health Organization’s International  
23 Classification of Diseases, which is the diagnostic and coding compendia for medical  
24 professionals; and by other leading medical and mental health professional groups,  
25 including the American Medical Association (“AMA”) and the American Psychological  
26

1 Association (“APA”). The criteria for diagnosing gender dysphoria are set forth in the  
2 DSM-5 (302.85).

3 28. In addition to clinically significant distress, untreated gender dysphoria  
4 can result in severe anxiety, depression, or even suicidality.

5 29. Untreated gender dysphoria often intensifies with time. The longer an  
6 individual goes without or is denied adequate treatment for gender dysphoria, the  
7 greater the risk of severe harms to the individual’s health.

8 30. Gender dysphoria can be treated in accordance with internationally  
9 recognized Standards of Care formulated by the World Professional Association for  
10 Transgender Health (“WPATH”). WPATH is an international, multidisciplinary,  
11 professional association whose mission is to promote evidence-based health care  
12 protocols for transgender people. WPATH publishes Standards of Care that are based  
13 on the best available science and expert professional consensus, and which are widely  
14 accepted as best practices for treating gender dysphoria.

15 31. Under the WPATH Standards of Care, medically necessary treatments  
16 may include, among other things, “[h]ormone therapy” and “[s]urgery to change  
17 primary and/or secondary sex characteristics (e.g., breasts/chest, external and/or  
18 internal genitalia, facial features, body contouring).”

19 32. The Standards of Care are recognized as authoritative by national medical  
20 and behavioral health organizations such as the AMA and APA, which have both called  
21 for an end to exclusions of gender-affirming care from health insurance and health  
22 benefit plans.

23 33. The individualized steps that many transgender people take to live in a  
24 manner consistent with their gender, rather than the sex they were assigned at birth, are  
25 known as transitioning.  
26

1           34.     Transitioning is particular to the individual but typically includes social,  
2 legal, and medical transition.

3           35.     Social transition entails a transgender individual living in accordance with  
4 their gender identity in all aspects of life. For example, social transition can include  
5 wearing attire, following grooming practices, and using pronouns consistent with that  
6 person's gender identity. The steps a transgender person can take as part of their social  
7 transition help align their gender identity with all aspects of everyday life.

8           36.     Legal transition involves steps to formally align a transgender individual's  
9 legal identity with their gender identity, such as legally changing one's name and  
10 updating the name and gender marker on their driver's license, birth certificate, and  
11 other forms of identification.

12           37.     Medical transition, a critical part of transitioning for many transgender  
13 people, includes gender-affirming care that bring the sex-specific characteristics of a  
14 transgender person's body into alignment with their gender. Gender-affirming care can  
15 involve counseling to obtain a diagnosis of gender dysphoria, hormone replacement  
16 therapy, surgical care, or other medically necessary treatments for gender dysphoria.

17           38.     Hormone replacement therapy involves taking hormones for the purpose  
18 of bringing one's secondary sex characteristics into typical alignment with one's gender  
19 identity. Secondary sex characteristics are bodily features not associated with external  
20 and internal reproductive genitalia (primary sex characteristics). Secondary sex  
21 characteristics include, for example, hair growth patterns, body fat distribution, and  
22 muscle mass development. Hormone replacement therapy can have significant  
23 masculinizing or feminizing effects and can assist in bringing a transgender individual's  
24 secondary sex characteristics into alignment with their true sex, as determined by their  
25  
26

1 gender identity, and therefore is medically necessary care for transgender people who  
2 need it to treat their gender dysphoria.

3 39. Gender-affirming surgical care might be sought by a transgender person  
4 to better align primary or secondary sex characteristics with their gender identity.  
5 Surgical care can include, but is not limited to, hysterectomies, gonadectomies,  
6 mammoplasties, mastectomies, orchiectomies, vaginoplasties, and phalloplasties. These  
7 treatments are for the purpose of treating gender dysphoria.

8 40. These various components associated with transition—social, legal, and  
9 medical transition—do not change an individual’s sex, as that is already established by  
10 gender identity, but instead bring the individual’s appearance, legal identity, and sex-  
11 related characteristics into greater alignment with the individual’s gender identity and  
12 lived experience.

13 41. The consequences of untreated, or inadequately treated, gender dysphoria  
14 are dire. Symptoms of untreated gender dysphoria include intense emotional suffering,  
15 anxiety, depression, suicidality, and other attendant mental health issues. Untreated  
16 gender dysphoria is associated with higher levels of stigmatization, discrimination, and  
17 victimization, contributing to negative self-image and the inability to function effectively  
18 in daily life. When transgender people are provided with access to appropriate and  
19 individualized gender-affirming care in connection with treatment of gender dysphoria,  
20 these symptoms can be alleviated and even prevented.

21 42. The AMA, APA, American Psychiatric Association, Endocrine Society,  
22 American College of Obstetricians and Gynecologists, American Academy of Family  
23 Physicians, and other major medical organizations have recognized that gender-  
24 affirming care is medically necessary, safe, and effective treatment for gender  
25 dysphoria—and that access to such treatment improves the health and well-being of  
26

1 transgender people. Each of these groups has publicly opposed exclusions of coverage  
2 of this treatment by private and public health care administrators and payors, like the  
3 Exclusion at issue here.

4 43. WPATH has stated that, like hormone replacement therapy and other  
5 gender-affirming treatments, the “medical procedures attendant to sex reassignment are  
6 not ‘cosmetic’ or ‘elective’ or for the mere convenience of the patient,” but instead are  
7 “medically necessary for the treatment of the diagnosed condition.” Nor are they  
8 experimental, because “decades of both clinical research and medical research show that  
9 they are essential to achieving well-being for the [transgender] patient.”

10 44. Plaintiff C.P. is a boy who is transgender. That means that he was assigned  
11 the sex of female at birth but his gender identity is male.

12 45. C.P.’s birth certificate, social security identification, and passport all  
13 identify him as male. C.P. has identified and lived as male since 2015.

14 46. C.P. has been diagnosed with gender dysphoria.

15 47. Although BCBSIL and the Plan have covered some of C.P.’s past treatment  
16 for gender dysphoria, including injected testosterone medication, treatment by Kevin  
17 Hatfield, M.D., C.P.’s primary care provider, as well as mental health counseling related  
18 to this condition, BCBSIL has denied coverage for some of C.P.’s medically-necessary  
19 gender-affirming medical care because it is “for or leading to gender reassignment  
20 surgery.”

21 48. On October 14, 2016, BCBSIL initially approved C.P.’s request for  
22 preauthorization for a Vantas implant, which is a treatment to delay the onset of female  
23 puberty and was prescribed by Dr. Hatfield as medically-necessary to treat C.P.’s gender  
24 dysphoria.

1           49. On November 11, 2016, C.P. received the Vantas implant and sometime  
2 thereafter, payment for the services related to the implant was made by BCBSIL.

3           50. Despite the payment for services, on February 24, 2017, C.P.'s mother was  
4 told by a BCBSIL representative that coverage for the Vantas implant would be denied.

5 *App. B.*

6           51. On April 21, 2017, C.P.'s mother received a letter from BCBSIL indicated  
7 that coverage was denied because "treatment for transgender services were allowed  
8 incorrectly under the medical plan." *App. C.*

9           52. On May 25, 2017, C.P.'s parents appealed the BCBSIL denial. *App. D.*

10           53. On October 19, 2017, C.P.'s parents received a letter from BCBSIL  
11 indicating that the appeal had been received on June 2, 2017, and that a decision would  
12 be made within 15 calendar days, or June 17, 2017, a date that had long since passed.

13 *App. E.*

14           54. No formal response from BCBSIL was received by C.P.'s parents until  
15 April 26, 2018, eleven months after the appeal was submitted. *App. F.* That letter denied  
16 coverage of the service because BCBSIL took the position that it was a "service related to  
17 gender-reassignment" and was therefore excluded under the Plan. However, BCBSIL  
18 indicated that it would not "clawback" the payments already made to C.P.'s providers  
19 related to the Vantas implant.

20           55. In 2017, the Plan did not include an exclusion of coverage for "gender-  
21 reassignment" treatment or treatment for gender dysphoria.

22           56. Starting January 1, 2018, the Plan added an exclusion for gender-affirming  
23 treatment. *See App. A.*

24           57. BCBSIL administers and enforces the Plan Exclusion, denying coverage of  
25 medical care, treatment, and procedures when used to treat gender dysphoria even  
26

1 when such care, treatments, and procedures are medically necessary. BCBSIL applies the  
2 Exclusion even though it covers the same or similar procedures for other enrollees in the  
3 Plan.

4 58. BCBSIL applies and enforces the Exclusion even though BCBSIL has  
5 determined that it is illegal for BCBSIL to apply the same or similar Exclusion in its own  
6 insured health plans. *See, e.g., App. G.*

7 59. In 2018, C.P. was prescribed testosterone cream to treat his gender  
8 dysphoria.

9 60. After going through a lengthy appeals process, an attorney representing  
10 the Plan (*but not BCBSIL*) wrote to C.P.'s attorneys and indicated that the Plan's  
11 Exclusion was limited to only "gender reassignment surgery." *App. H.* Specifically, he  
12 represented that "[I]n 2019, the only 'transgender health service' specifically excluded  
13 under the Plan is gender reassignment surgery."

14 61. In July 2019, C.P. and his parents met with his treating physician, Dr.  
15 Hatfield, and his therapist, Sharon Booker regarding C.P.'s need for a second Vantas  
16 implant and gender-affirming top surgery (specifically, chest reconstruction).

17 62. C.P.'s medical and mental health providers concluded that both  
18 procedures were medically necessary to treat his gender dysphoria. *Apps. I, J.*

19 63. Requests for pre-authorization for both procedures were submitted to  
20 BCBSIL, and both were denied. *Apps. K, L.*

21 64. C.P. proceeded to have the procedure for the second Vantas implant on  
22 November 6, 2019.

23 65. C.P. received chest reconstruction surgery on December 19, 2019.

24 66. On December 2, 2019, C.P. and his parents appealed the BCBSIL denial.  
25 *App. M.*

1           67.     On December 23, 2019, BCBSIL issued a denial of the appeal, but claimed  
2 that “our prior response dated April 26, 2018 completed the internal appeal process that  
3 is available to you” even though the 2019 appeal filed by C.P.’s parents was for two  
4 different procedures and the relevant plan language had changed since the 2017 denial  
5 and appeal. *See App. N.*

6           68.     After BCBSIL denied the appeal, it appears to have covered some of the  
7 cost of the medications related to the second Vantas implant, but not other related costs.  
8 *See App. O.* BCBSIL also continued to deny coverage of nearly all treatment related to  
9 C.P.’s mastectomy and chest reconstruction.

10          69.     BCBSIL has never claimed that C.P.’s treatment for his gender dysphoria  
11 is not medically necessary or is “experimental and investigational.”

12          70.     In 2008, the AMA passed Resolution 122 recognizing gender dysphoria  
13 (then known as gender identity disorder) as a “serious medical condition” which, “if left  
14 untreated, can result in clinically significant psychological distress, dysfunction,  
15 debilitating depression, and for some people without access to appropriate medical care  
16 and treatment, suicidality and death.” American Med. Ass’n, *Resolution 122: Removing*  
17 *Financial Barriers to Care for Transgender Patients* (June 16, 2008). The AMA also opposes  
18 categorical exclusions of coverage for treatment of gender dysphoria because “many of  
19 these same treatments ... are often covered for other medical conditions” and “the denial  
20 of these otherwise covered benefits for patients suffering from [gender dysphoria]  
21 represents discrimination based solely on a patient’s gender identity.” *Id.*

22          71.     In the past, public and private health administrators and payors excluded  
23 coverage for medically necessary treatment of gender dysphoria on the erroneous  
24 assumption that such treatments were cosmetic or experimental. Today, the medical  
25  
26

1 consensus recognizes that exclusions of treatment for gender dysphoria on those  
2 grounds have no basis in medical science.

3 72. At all relevant times, BCBSIL was a “health program or activity” part of  
4 which receives federal financial assistance. 42 U.S.C. § 18116. As a result, BCBSIL was a  
5 “covered entity” under the Affordable Care Act, Section 1557.

6 73. BCBSIL provided assurances to the U.S. Department of Health and Human  
7 Services that it complies with the requirements of Section 1557. *See* 45 C.F.R. § 92.5.

8 74. BCBSIL also provided written assurances to C.P. and his parents that it  
9 would comply with the requirements of Section 1557. *See App. E*, p. 3; *see also Apps. F, K,*  
10 *and L* (same).

11 75. Despite these assurances, BCBSIL has administered the Plan’s Exclusion of  
12 all treatment that BCBSIL construes to be “for, or leading to, gender reassignment  
13 surgery.” BCBSIL continues to do so, to date.

14 76. BCBSIL agreed to administer the Exclusion in the Plan for Catholic Health  
15 Initiatives/CommonSpirit Health, even though BCBSIL knew that Plan enrollees with  
16 gender dysphoria needed medical treatment for their condition. It did so despite the non-  
17 discrimination assurances BCBSIL provided to the federal government and to the Plan’s  
18 enrollees.

19 77. Based on information and belief, BCBSIL administered the Exclusion  
20 despite its own legal analysis that the Exclusion violates the Affordable Care Act’s  
21 Section 1557.

22 78. BCBSIL has administered the Exclusion to deny coverage of medically  
23 necessary treatment for C.P., because the requested treatment would treat his gender  
24 dysphoria.

1 79. As a result of BCBSIL's deliberate discriminatory actions, C.P. has not  
2 received coverage of medically necessary treatment for his gender dysphoria and his  
3 parents have incurred over \$10,000 in out-of-pocket expenses.

4 80. C.P. and his parents anticipate that they will incur additional expenses  
5 related to his medically necessary treatment for gender dysphoria, if BCBSIL continues  
6 to administer and enforce the Plan's Exclusion.

7 81. BCBSIL's administration of the Exclusion denies transgender enrollees  
8 with gender dysphoria the benefits and health coverage available to other insureds. It is  
9 discrimination on the basis of sex, which includes discrimination on the basis of sex  
10 characteristics, gender identity, nonconformity with sex stereotypes, transgender status,  
11 and gender transition.

12 82. Plaintiff C.P. and his parents have appealed BCBSIL's denial of coverage  
13 for C.P.'s medically necessary treatment, but his appeals have been denied. While any  
14 further administrative appeals would be futile, no such appeal is required before a claim  
15 may be brought under §1557.

16 83. Because of BCBSIL's administration and enforcement of the Exclusion,  
17 Plaintiffs have suffered emotional distress, humiliation, degradation, embarrassment,  
18 emotional pain and anguish, violation of their dignity, loss of enjoyment of life, and other  
19 compensatory damages, in an amount to be established at trial.

20 **V. CLAIM FOR RELIEF:**  
21 **VIOLATION OF AFFORDABLE CARE ACT § 1557, 42 U.S.C. § 18116**

22 84. Plaintiffs re-allege and incorporate each of the allegations in the  
23 paragraphs above, as though fully set forth herein.

24 85. Section 1557 of the ACA, 42 U.S.C. § 18116, provides that "an individual  
25 shall not, on the ground prohibited under ... title IX of the Education Amendments of  
26 1972 ... be excluded from participation in, denied the benefits of, or be subjected to

1 discrimination under, any health program or activity, any part of which is receiving  
2 Federal financial assistance....” (emphasis added).

3 86. Defendant BCBSIL is a covered “health program or activity” a part of  
4 which receives federal financial assistance and is therefore a “covered entity” for  
5 purposes of Section 1557.

6 87. Discrimination on the basis of sex characteristics, gender identity,  
7 nonconformity with sex stereotypes, transgender status, or gender transition is  
8 discrimination on the basis of “sex” under Section 1557.

9 88. By administering the Plan’s Exclusion as an exclusion of all medically  
10 necessary care “for, or leading to, gender reassignment surgery,” BCBSIL has drawn a  
11 classification that discriminates on the basis of “sex.” Specifically, BCBSIL has denied  
12 C.P. coverage for medically necessary services based on his sex, sex characteristics,  
13 gender identity, nonconformity with sex stereotypes, transgender status, or gender  
14 transition. Other enrollees whose gender identity conforms with their sex assigned at  
15 birth are able to receive these services, when medically necessary.

16 89. A covered entity, such as BCBSIL, cannot provide or administer health  
17 insurance or health benefit coverage which contains a categorical exclusion from  
18 coverage for gender-affirming health care, or otherwise impose limitations or restrictions  
19 on coverage for specific health services related to gender transition if such limitation or  
20 restriction results in discrimination against a transgender individual.

21 90. Because BCBSIL is a covered entity under Section 1557 of the ACA,  
22 Plaintiffs have a right under Section 1557 to receive health benefits administered by  
23 BCBSIL free from discrimination on the basis of sex, sex characteristics, gender identity,  
24 nonconformity with sex stereotypes, transgender status, or gender transition.

1 91. BCBSIL continues to administer the Exclusion, despite the warning from  
2 the U.S. Department of Health and Human Services that “[a]n explicit, categorical (or  
3 automatic) exclusion or limitation of coverage for all health services related to gender  
4 transition is unlawful on its face.” *See* 81 Fed. Reg. 31,429. It has done so despite the non-  
5 discrimination assurances it gave to the federal government and its enrollees. It has done  
6 so despite its own conclusion that to engage in such discrimination in its insured plans  
7 is illegal.

8 92. By excluding coverage of all health care related to gender dysphoria or any  
9 other care BCBSIL determines is “for, or leading to, gender reassignment surgery,”  
10 BCBSIL has intentionally discriminated, and continues to discriminate on the basis of  
11 sex, against Plaintiffs C.P. and Patricia Pritchard in violation of Section 1557.

12 93. As a result of the Exclusion, Plaintiffs have suffered harm, including but  
13 not limited to financial harm. By knowingly and intentionally offering and  
14 administering health care coverage to Plaintiffs that discriminates on the basis of sex,  
15 BCBSIL has intentionally violated the ACA, for which Plaintiffs are entitled to  
16 compensatory damages, including but not limited to out-of-pocket damages, and  
17 consequential damages.

18 94. Without injunctive relief from the Plan’s discriminatory Exclusion of  
19 coverage for gender-affirming care, Plaintiffs will continue to suffer irreparable harm in  
20 the future.

21 **VI. DEMAND FOR RELIEF**

22 WHEREFORE, Plaintiffs request that this Court:

23 1. Enter judgment on behalf of Plaintiffs due to BCBSIL’s discrimination on  
24 the basis of sex in violation of the Affordable Care Act’s Section 1557;



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