

3. Title VII bars sex discrimination with respect to an employee's "compensation, terms, conditions, or privileges of employment," including discrimination in the terms of an employer-sponsored health care plan. 42 U.S.C. § 2000e-2(a)(1).

4. The MHRA likewise bars sex discrimination with respect to an employee's "compensation, terms, upgrading, conditions, facilities, or privileges of employment," including discrimination in the terms of an employer-sponsored health care plan. Minn. Stat. § 363A.08, subd. 2.

5. Section 1557 of the Affordable Care Act bars sex discrimination in any health program or activity, any part of which receives "Federal financial assistance, including credits, subsidies, or contracts of insurance"; in "any program or activity that is administered by an Executive Agency"; and in any entity established under Title I of the Affordable Care Act or its amendments. 42 U.S.C. §18116(a).

6. Defendant Essentia Health and Defendant Innovis Health, LLC, dba Essentia Health West (collectively, "Essentia") discriminated against Plaintiff Brittany R. Tovar, an Essentia employee, in violation of both Title VII and the MHRA, by categorically excluding any coverage for "[s]ervices and/or surgery for gender reassignment" in the Essentia Health Employee Medical Plan ("the Plan").

7. Defendant HealthPartners, Inc. ("HealthPartners") discriminated against Plaintiff Brittany R. Tovar in violation of Section 1557 of the Affordable Care Act by serving as the third party administrator for the Essentia Health Employee Medical Plan and enforcing the Plan's categorical exclusion of any "[s]ervices and/or surgery for gender reassignment."

PARTIES

8. Plaintiff Brittany R. Tovar (“Plaintiff” or “Tovar”) is a citizen of the United States and a resident of Norman County, Minnesota. At all relevant times, Tovar was an employee of Defendant Essentia Health and/or Defendant Innovis, LLC, dba Essentia Health West, as that term is defined in Title VII, 42 U.S.C. § 2000e(f).

9. Defendant Essentia Health is a corporation headquartered at 502 E. Second Street, Duluth, Minnesota, which does business throughout the state of Minnesota, as well as in North Dakota, Wisconsin, and Idaho.

10. Defendant Innovis, LLC, dba Essentia Health West, is, upon information and belief, a wholly-owned subsidiary of Defendant Essentia Health which does business in the state of Minnesota.

11. At all relevant times, Defendant Essentia Health and Defendant Innovis, LLC, dba Essentia Health West (collectively, “Essentia”) served as Tovar’s employer, as that term is defined in Title VII, 42 U.S.C. § 2000e(b) and Minn. Stat. § 363A.03, subd. 16.

12. Defendant HealthPartners, Inc. (“HealthPartners”) is a corporation headquartered at 8170 33rd Ave. S., Bloomington, Minnesota 55425.

13. At all relevant times, HealthPartners received federal financial assistance such as credits, subsidies, or contracts of insurance within the meaning of Section 1557, 42 U.S.C. §18116(a), because it issues qualified health care 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.

JURISDICTION AND VENUE

14. This Court has original jurisdiction over Plaintiff's claims arising under Title VII, 42 U.S.C. § 2000e-5(f)(3), and under Section 1557, 42 U.S.C. § 18116(a).

15. The Court is also granted jurisdiction over Plaintiff's federal claims under 28 U.S.C. § 1331.

16. The Court has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367(a).

17. Venue is proper under 28 U.S.C. § 1391 because the discrimination took place in this district and Defendants are headquartered in and conduct business within this district.

SATISFACTION OF STATUTORY PREREQUISITES

18. On or about May 1, 2015, Plaintiff filed a charge of sex discrimination against Essentia with the United States Equal Employment Opportunities Commission ("EEOC"), which receives and investigates charges of discrimination under Title VII.

19. On January 13, 2016, the EEOC issued a determination letter that found that Essentia discriminated against Plaintiff based on sex when she "was denied medical-related services for her child, as a beneficiary, under [Essentia's] sponsored Health Insurance Plan, based on the child's gender identity." The EEOC further determined that there is "reasonable cause to believe that [Essentia's] Health Insurance Plans exclude coverage of services for gender reassignment, including surgery or prescription

medications; and as such, they discriminate against individuals, as a class, based on sex in violation of Title VII.”

20. On January 15, 2016, the EEOC issued Plaintiff a Notice of Right to Sue.

FACTUAL ALLEGATIONS

21. Plaintiff Brittany R. Tovar has been employed by Essentia since September 24, 2010, first as a registered nurse and currently as a family nurse practitioner.

22. Tovar’s employee benefits at Essentia include health insurance provided through the Essentia Health Employee Medical Plan (“the Plan”).

23. The Plan corresponds to an insurance policy offered to employers by HealthPartners and known as Policy No. G008HPC-03.

24. HealthPartners also serves as the third party administrator for the Plan, under contract to Essentia.

25. The Plan contains a categorical exclusion barring any insurance coverage for “[s]ervices and/or surgery for gender reassignment,” regardless of medical necessity.

26. Tovar has a teenage son who has been a beneficiary of the Plan since October 1, 2014.

27. In November 2014, Tovar’s son was diagnosed with gender dysphoria, a condition recognized in the Diagnostic and Statistical Manual, fifth edition (“DSM-5”), as arising when an individual’s gender identity differs from the gender assigned at birth.

28. In current usage such individuals may be referred to as “transgender,” while individuals whose gender identity is aligned with the gender they were assigned at birth may be referred to as “cisgender.”

29. According to the DSM-5, the symptoms of gender dysphoria include “clinically significant distress or impairment in social, occupational, or other important areas of functioning.”

30. The symptoms of gender dysphoria have been shown to be relieved by social and legal transition to the gender with which the individual identifies, and by medical treatments such as mental health counseling, hormone therapy, and gender reassignment surgery.

31. Because of the Plan’s categorical exclusion of “[s]ervices and/or surgery for gender reassignment,” Tovar’s transgender son has been denied insurance coverage for health care that his providers have deemed medically necessary.

32. Beginning in March 2015, Tovar used the pre-authorization and appeal processes outlined under the Plan to seek clarification regarding the enforcement of the exclusion. In her communications to Essentia and HealthPartners, she emphasized the serious repercussions for her son if he was not able to access medically necessary care.

33. In a letter dated April 9, 2015, a representative of HealthPartners reaffirmed HealthPartners’ intent to enforce the exclusion. The representative stated in the letter that HealthPartners was “not questioning whether these services are medically necessary or appropriate” but was nonetheless enforcing the terms of the Plan.

34. In some instances, the denial of insurance coverage under the Plan has meant Tovar incurred costs – paying out of pocket for services or medications – that she would not otherwise have incurred. In other instances, the denial of insurance has meant that Tovar’s son was unable to access medically necessary care.

35. Because of his gender dysphoria, Tovar's son was prescribed a drug known as Lupron.

36. Among other things, Lupron is medically indicated for treatment of symptoms associated with dysmenorrhea, or painful menstruation.

37. Lupron is also medically indicated to temporarily suspend menstruation, in individuals diagnosed with gender dysphoria whose menses contribute to their gender dysphoria and mental distress. This was the basis for the prescription given to Tovar's son.

38. Essentia and HealthPartners refused to cover Lupron for Tovar's son, despite the prescription from his medical provider indicating that it was medically necessary, because of the Plan's categorical exclusion of "[s]ervices and/or surgery for gender reassignment."

39. Had the provider indicated that the Lupron was prescribed for painful dysmenorrhea rather than gender dysphoria, it would have been covered by the Plan.

40. Tovar was informed that it would cost approximately \$9000 to purchase Lupron for her son in the absence of coverage under the Plan. This was unaffordable for her, and as a result, her son was not able to obtain the medical benefit of Lupron.

41. Tovar and her family suffered additional harms as well. Tovar's son was angry, hurt, and concerned about burdening his family financially. He also worried about the impact of the coverage dispute on his mother's employment. Tovar suffered worry, anger, disappointment, and sleepless nights. It was more difficult for her to focus on her

work, and she suffered a sharp increase in migraines. Her concerns for her son led her to cry at work in between patients. She reduced her hours at work because of the stress.

42. Providers also prescribed Androderm, a form of testosterone, to treat Tovar's son for gender dysphoria.

43. As with the prescription for Lupron, the prescription for Androderm was rejected due to the categorical exclusion in the Plan. Had the Androderm been prescribed for a male patient suffering a condition other than gender dysphoria, it would have been approved. The rejection specifically indicated that Androderm was "FOR USE BY MALES ONLY" and that this "Product/Service [Was] Not Covered for Patient Gender."

44. As a result, Tovar was forced to pay for Androderm out of pocket.

45. While Essentia later agreed to provide Tovar with coverage for Androderm as a one-time exception, it kept the categorical exclusion in the Plan.

46. In December 2015, when Tovar contacted HealthPartners Member Services regarding pre-authorization for gender reassignment surgery for her son, she was told that the surgery would not be authorized, due to the Plan's continuing exclusion of "[s]ervices and/or surgery for gender reassignment."

47. Had the requested surgery been recommended by a medical provider for a purpose other than gender reassignment related to gender dysphoria – for instance, a mastectomy for a woman suffering from breast cancer – it would have been covered by the Plan.

48. Tovar and her family continue to suffer financial and emotional harm due to the Plan's discriminatory exclusion of coverage for medical care needed by Tovar's son.

COUNT I
VIOLATION OF TITLE VII
42 U.S.C. § 2000e et seq.

49. Plaintiff incorporates by reference the preceding paragraphs of the Complaint.

50. Defendant Essentia Health and Defendant Innovis, LLC, dba Essentia Health West (collectively, "Essentia") served as Tovar's employer, as that term is defined in Title VII, 42 U.S.C. § 2000e(b).

51. Plaintiff is an employee of Essentia, as term is defined in Title VII, 42 U.S.C. § 2000e(f).

52. Title VII bars sex discrimination with respect to an employee's "compensation, terms, conditions, or privileges of employment," 42 U.S.C. § 2000e-2(a)(1). This includes discrimination in the terms of an employer-sponsored health care plan such as the Essentia Health Employee Medical Plan ("the Plan").

53. Essentia violated Title VII's bar on sex discrimination, and specifically the bar on discrimination based on gender identity, by categorically excluding any coverage for "[s]ervices and/or surgery for gender reassignment" from the Plan.

54. Essentia's violation of Title VII caused Tovar and her family economic harm and emotional distress.

COUNT II
VIOLATION OF MINNESOTA HUMAN RIGHTS ACT
Minn. Stat. § 363A.01 et seq.

55. Plaintiff incorporates by reference the preceding paragraphs of the Complaint.

56. Defendant Essentia Health and Defendant Innovis, LLC, dba Essentia Health West (collectively, “Essentia”) served as Tovar’s employer, as that term is defined in the Minnesota Human Rights Act (“MHRA”), Minn. Stat. § 363A.03, subd. 16.

57. Plaintiff is an employee of Essentia, as term is defined in the MHRA, Minn. Stat. § 363A.03, subd. 15.

58. The MHRA bars sex discrimination with respect to an employee’s “compensation, terms, upgrading, conditions, facilities, or privileges of employment.” Minn. Stat. § 363A.08, subd. 2. This includes discrimination in the terms of an employer-sponsored health care plan such as the Essentia Health Employee Medical Plan (“the Plan”).

59. By categorically excluding any coverage for “[s]ervices and/or surgery for gender reassignment” from the Plan, Essentia violated the MHRA’s bar on sex discrimination, and specifically the bar on discrimination based on gender identity referenced in Minn. Stat. § 363A.08, subd. 44 (barring discrimination based on “having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness”).

60. Essentia’s violation of the MHRA caused Tovar and her family economic harm and emotional distress.

COUNT III
VIOLATION OF THE AFFORDABLE CARE ACT, § 1557
42 U.S.C. § 18116

61. Plaintiff incorporates by reference the preceding paragraphs of the Complaint.

62. Defendant HealthPartners Inc. (“HealthPartners”) constitutes a “health program or activity, any part of which is receiving Federal financial assistance” as governed by Section 1557 of the Affordable Care Act, 42 U.S.C. § 18116(a), because it issues qualified health care 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.

63. HealthPartners discriminated against Plaintiff in violation of Section 1557 of the Affordable Care Act by serving as the third party administrator for the Essentia Health Employee Medical Plan and enforcing the Plan’s discriminatory exclusion of any “[s]ervices and/or surgery for gender reassignment.”

64. HealthPartners’ violation of Section 1557 caused Tovar and her family economic harm and emotional distress.

JURY DEMAND

65. Plaintiff demands a jury trial on all claims for which a jury trial is available.

RELIEF REQUESTED

Plaintiff respectfully requests that this Court enter judgment against the Defendants and award the following relief:

1. Declare that Essentia's actions violate Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.
2. Declare that Essentia's actions violate the Minnesota Human Rights Act, Minn. Stat. § 363A.01 et seq. ("MHRA").
3. Declare that HealthPartners' actions violate Section 1557 of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18116.
4. Enjoin and restrain Defendants, their agents, employees, successors, and all others acting in concert with them, from discriminating on the basis of sex by depriving any employees of the full enjoyment of the benefits of employment with Essentia.
5. Order Defendants to take such affirmative steps as may be necessary to restore, as nearly as practicable, Plaintiff to the position she would have been in but for their discriminatory conduct.
6. Order Defendants to take affirmative action to prevent the reoccurrence of the discriminatory conduct in the future and to eliminate, to the extent as practicable, the effects of their unlawful practices.
7. Award Plaintiff compensatory damages, statutory damages, punitive damages, and other appropriate relief as permitted by law.
8. Award pre-judgment and post-judgment interest on monetary relief.

9. Award the costs of bringing this suit, including reasonable attorney's fees and costs where allowed by law.

10. Award all other relief to which Plaintiff may be entitled which the Court deems just and equitable.

Dated: January 15, 2016

Respectfully submitted,

GENDER JUSTICE

By: *s/ Jill R. Gaulding*

Jill R. Gaulding (MN No. 388751)

Lisa C. Stratton (MN No. 236858)

Christy L. Hall (MN No. 392627)

550 Rice Street

St. Paul, MN 55103

Phone: 651-789-2090

Fax: 651-789-2093

jill.gaulding@genderjustice.us

lisa.stratton@genderjustice.us

christy.hall@genderjustice.us

ATTORNEYS FOR PLAINTIFF

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS Brittany R. Tovar</p> <p>(b) County of Residence of First Listed Plaintiff Norman <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Gender Justice 550 Rice Street Ste. 105 St. Paul, MN 55105 651-789-2090</p>	<p>DEFENDANTS Essentia Health; Innovis Health, LLC dba Essentia Health West; and HealthPartners, Inc.</p> <p>County of Residence of First Listed Defendant Saint Louis <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
--	---

<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District *(specify)*
 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
 42 U.S.C. 2000e et seq.; 42 U.S.C. 18116

Brief description of cause:
 Sex discrimination in privileges of employment; sex discrimination in health care

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE DOCKET NUMBER

DATE: 01/15/2016 SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE