

AMENDED CHARGE OF DISCRIMINATION

AGENCY
 CCRD
 EEOC

CHARGE NUMBER
FE2018266946

This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

COLORADO CIVIL RIGHTS DIVISION and EEOC
State or Local Agency, If any

NAME (Indicate Mr., Ms., Mrs.)
Mr. Dashir Moore HOME TELEPHONE (Include Area Code)
(470) 398-7376

STREET ADDRESS CITY, STATE AND ZIP CODE DATE OF BIRTH
4135 Lacy Lane #11 Colorado Springs CO 80916 10/25/1986

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one, list below)

NAME NUMBER OF EMPLOYEES, MEMBERS TELEPHONE (Include Area Code)
InnoSource Inc. 15+ (614) 775-1400

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY
12710 Voyager Pkwy Colorado Springs CO 80921 El Paso

NAME NUMBER OF EMPLOYEES, MEMBERS TELEPHONE (Include Area Code)
The Progressive Corporation 15+ (800) 776-4737

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY
12710 Voyager Pkwy Colorado Springs CO 80921 El Paso

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box (es)) DATE DISCRIMINATION TOOK PLACE LATEST (ALL)
 RACE COLOR SEX RELIGION AGE **2/12/2018 through 8/18/2018**
 RETALIATION NATIONAL ORIGIN DISABILITY OTHER CONTINUING ACTION

THE PARTICULARS ARE:
Please see the attached Amended Charge of Discrimination, dated February 7, 2019.

I want this charge filed with the CCRD, EEOC, and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY (When necessary for State & Local Requirements)

Michael Hlavacek

I swear or affirm that I have read the above charges and that it is true to the best of my knowledge, information and belief.

2/7/19 *Dashir Moore*
Date Charging Party (signature)

Subscribed and sworn to before me this date 02-02-2019
(Day, month, and year)

MICHAEL HLAVACEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174045808
MY COMMISSION EXPIRES 11/06/2021

Amended Charge of Discrimination – Charge Number FE2018266946

1. I am a 32-year-old African-American transgender man and a former Service Consultant employed by InnoSource Inc. (“InnoSource”) on behalf of the Progressive Corporation (“Progressive,” and together with InnoSource, “Respondents”).
2. InnoSource provided a health insurance plan that categorically excluded care related to gender transition, even when that care was medically necessary and otherwise would be covered under the plan.
3. I believe that Respondents discriminated against me because of my sex (including gender identity and transgender status), race, color and disability with respect to my compensation and the terms, conditions, and/or privileges of my employment, and retaliated against me for asserting my rights.
4. I submitted my initial Charge of Discrimination against InnoSource on June 11, 2018, alleging that InnoSource illegally discriminated against me by excluding health care coverage related to gender transition from its benefits program.
5. On August 14, 2018, Respondents constructively discharged me in retaliation for asserting my rights under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a)(1) (“Title VII”), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.* (“ADA”), and the Colorado Anti-Discrimination Act, Colo. Rev. Stat. § 24-34-402(1)(a) (“CADA”).

Factual Background

6. I am an African-American man. I am also transgender, which means that I was assigned the sex of female at birth, but my gender identity is male. I have been living as male since 2010. My driver’s license reflects my male gender identity.
7. I have been diagnosed with gender dysphoria, the diagnostic term for clinically significant distress experienced as a result of the incongruence between my gender identity and my assigned sex at birth.
8. I began working for Respondents on or about February 12, 2018 and was constructively discharged on August 14, 2018.
9. InnoSource is a private entity doing business in Colorado Springs, Colorado and headquartered in Dublin, Ohio. InnoSource employs 15 or more employees.
10. InnoSource is a contract staffing company that hires employees for Progressive. When I was hired by InnoSource, the expectation was that if I successfully completed 1040 hours of work, Progressive would hire me as a permanent employee. Prior to completion of the 1040 hours of employment, InnoSource provided human resources services, payroll services and employee benefits to its employees. Progressive employees also supervised

my work and had decision making authority over me while I was employed by InnoSource.

11. My training class included approximately 27 people. There were only a few other non-white, people of color in my training class. I successfully completed six weeks of in-class training and was moved to six weeks of on-the-floor training in March 2018.
12. There were approximately 100 people working on the floor. There were only approximately five other people of color on the floor.
13. During my employment, I was targeted and harassed by training instructors and supervisors based on my race and/or color. I was also targeted and harassed based on the actions of other employees of color in my training class, as well as for my perceived associations with other employees of color. For example:
 - a. During one in-class training day, I left at break time to use the restroom. I was approximately ten minutes late returning to class because my stomach was upset. Another employee, Neylish Roman, a Puerto Rican female, happened to return to class late at the same time that I did. The next day, I was called in to a supervisor, Christina Leiting's, office and accused of being with this other employee outside of class and coming back late because of being with her. I explained that I was not with the other student. The Ms. Leiting then lectured me about the "perception" that could be created by spending time with other students outside of class. I felt like Ms. Leiting was grouping me and the other employee together because we were both people of color while making baseless assumptions about our behavior.
 - b. White employees spent the same if not more time outside of class, came in late to class, and were on their phones during class but were not provided warnings or discipline about their behavior. The female Puerto Rican employee was subsequently fired.
 - c. Another incident occurred during on-the-floor training. One of my supervisors, Shawn Harvey, an InnoSource Account Manager, called me away from my desk because he said that he needed to speak to me about something. As we were walking to his office, Mr. Harvey commented in a joking way to another employee that we passed, "Oh, he's in trouble." When we arrived in the office, Mr. Harvey began to ask me questions about an incident that I knew nothing about. I soon figured out that the Mr. Harvey had mistaken me for another employee. It turned out that the Mr. Harvey actually intended to address a problem with another African-American employee, but mistakenly pulled me away from my desk.
14. InnoSource provided health care coverage to employees through a self-funded plan administered by UMR, a United Healthcare company. Although I was not made aware of it, the plan includes a categorical exclusion for anything related to "Gender Transition"

including “[t]reatment, drugs, medicines, services, and supplies for, or leading to, gender transition surgery.” (See Exhibit A, GENERAL EXCLUSIONS, No. 35). The exclusion applied to all transition-related care, including care that is medically necessary and otherwise would be covered under the plan.

15. In April 2018, I submitted a request for time-off to obtain transition-related surgery scheduled for May 21, 2018. My request for time-off was approved.
16. On May 1, 2018, I had a pre-operative consultation at Denver Health. The receptionist contacted UMR to verify I had insurance, and UMR faxed an eligibility and benefits document to Denver Health.
17. On May 2, 2018, several weeks before the surgery, I contacted UMR twice via telephone (once through the benefit line and once through the prior authorization line) to make sure the surgery would be covered, and was assured by both departments that it would be 70% covered as an outpatient surgery, and I would be responsible for the remaining 30% as co-insurance payment. I was also told I did not need prior authorization for an outpatient procedure. I explicitly stated the procedure I was seeking and was thanked by UMR’s agents for checking prior to surgery.
18. In May 2018, while on the phone with Mackenzie Richard, an InnoSource Human Resource representative, for an issue related to my time-off request, I asked if she was the person who I would talk to about feeling that I was being harassed at work. Ms. Richard asked me what my complaints were about. I explained the two incidents in which I felt like I was being targeted and harassed based on my race and my association with other employees of color. Ms. Richard listened to my complaints and apologized to me. I am not aware of any other action being taken in response to my complaints.
19. On May 21, 2018, I had transition-related surgery as part of my medically necessary treatment for gender dysphoria.
20. On May 23, 2018, I received a phone call from the transgender care coordinator with Denver Health. She told me that UMR denied not only the surgery, but any medical care coded as treatment for “gender dysphoria.” She also informed me that UMR had denied the claim on the day of surgery, but because the operation had already begun, it had to be completed.
21. Later on May 23, 2018, I called UMR. A UMR agent named Tia confirmed that I had been told on May 2, 2018, that the surgery would be covered. Tia told me I had no option except to appeal the denial of the claims in a timely manner.
22. I appealed all of the denials, and all of the appeals were denied. Despite UMR’s assurances, I now must pay approximately \$29,189.05 out of pocket for my medically necessary surgery.

23. I went back to work after my surgery, on June 4, 2018. Upon returning to work, I was complimented by my supervisor on my metrics. My supervisor commented that my work product for the period remained good despite having taken time off.
24. I filed my initial Charge of Discrimination against InnoSource on June 11, 2018, alleging that I was discriminated against based on my sex, including my transgender status.
25. The fact that InnoSource refused to cover any medical treatment for transition-related care made it clear to me that the company that I was working for believed that as a transgender person I was not worthy of equal treatment. I no longer felt valued or that the company really cared about me or my success. This made it very difficult to come in to work every day.
26. About two weeks after I filed my initial Charge of Discrimination, I noticed the supervisors watching me more closely. In fact, I noticed that one supervisor, Billy Robinson, who worked for Progressive but oversaw the InnoSource employees, began regularly walking by my desk with other supervisors. This is the first time that I experienced this type of intense supervision. The supervisors were watching me closely and even once accused me of being asleep at my desk when I was waiting on tech support for a problem with my computer. The higher level of scrutiny of my work continued consistently throughout the remainder of my employment.
27. In late June 2018, I was called in to a meeting with two supervisors – Christina Leiting and Danielle Alvarado – and told that if my performance did not improve that I would be placed on a performance management program. My graduation date was also pushed back. These warnings were made despite the fact that I continued to successfully complete my job duties and my performance had not changed. It seemed clear to me that they were trying to find a reason to fire me.
28. The higher level of supervisor scrutiny began to take a toll on me. I began to have nightmares about going to work and anxiety attacks upon arriving at work. It was a real struggle coming in to work every day. On at least two occasions when I arrived in the parking lot at work I got very anxious, my heart started racing, I was dizzy and sweating and my mouth watered and I felt like I was going to vomit. Despite this reaction, I was able to complete my work day.
29. In July 2018, Brier Sanner, an InnoSource supervisor, called me away from my desk to talk with me privately. She alleged that my area smelled like marijuana, and she clearly indicated that she believed I was the source of the smell.
30. There were about 25 desks in my work area. The only two employees who were called out to discuss the smell of marijuana were me and another African-American male who, like me, had dreadlocks. None of the white employees who worked around me were questioned about the smell of marijuana. The other African-American male employee was subsequently fired.

31. There was a white employee who worked in my area who was clearly intoxicated at work almost every day, but he was never talked to about his use of alcohol at work.
32. The supervisors who were unreasonably scrutinizing my work were all aware of my having filed a Charge of Discrimination because of the denial for treatment for gender dysphoria and discrimination based on my sex, including my transgender status.
33. In August 2018, I realized that I could no longer take the scrutiny of the supervisors, the constant feeling of being watched, and the unreasonable threats of disciplinary actions. I felt that the workplace environment had become so intolerable that I had no other choice but to resign.
34. I submitted my letter of resignation on August 14, 2018. In my resignation letter, I cited the reason for my resignation as the ongoing discrimination that I felt while employed. (See Exhibit B, Letter of Resignation).
35. At all times throughout my employment with Respondents, I successfully completed my job duties. I consistently received customer compliments and, prior to filing my Charge of Discrimination, I received praise from supervisors.

Charge of Discrimination

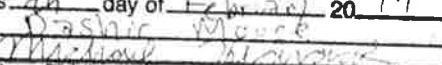
1. I believe that Respondents discriminated against me, harassed me, and retaliated against me because of sex (including gender identity and transgender status), race, and/or color in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a)(1) and the Colorado Anti-Discrimination Act, Colo. Rev. Stat. § 24-34-402(1)(a).
2. Title VII prohibits discrimination with respect to an employee's compensation. 42 U.S.C. § 2000e-2(a)(1). Health insurance is a form of compensation protected by Title VII. *Newport News Shipbuilding & Dry Dock v. EEOC*, 462 U.S. 669, 682 (1983).
3. InnoSource's decision to provide a health insurance plan that does not cover medically necessary care for gender dysphoria, where medically necessary care is covered for the serious medical conditions of non-transgender employees, discriminates on the basis of sex.
 - a. Because I am transgender, InnoSource's health plan subjects me to adverse employment terms as compared to non-transgender employees. Discrimination on the basis of transgender status is a form of sex discrimination prohibited by Title VII. *Macy v. Holder*, EEOC Appeal No. 0120120821, 2012 WL 1435995 (EEOC Apr. 20, 2012).
 - b. InnoSource's health plan discriminates against me because I am a gender non-conforming man in that I do not identify with the sex assigned to me at birth. Discrimination on the basis of gender non-conformity is a form of sex

discrimination prohibited by Title VII. *Price Waterhouse v. Hopkins*, 490 U.S. 228 (1989).

- c. The EEOC has issued “reasonable cause” findings in other circumstances in which employees have argued that similar health insurance plans discriminated because of sex. *See Bruce v. South Dakota*, No. 5:17-cv-05080-JLV, ECF No. 1 at ¶ 20 & Exhibit A (D.S.D.); *Tovar v. Essentia Health*, No. 16-cv-00100-RHK-LIB, ECF No. 1 at ¶ 19 (D. Minn.) (referring to reasonable cause determination issued on January 13, 2016); *see also* Amicus Br. of EEOC in Support of Pl. and in Opposition to Def.’s Mot. to Dismiss, *Robinson v. Dignity Health*, No. 4:16-cv-03035 YGR, ECF No. 43-1 (N.D. Cal.) (arguing that plaintiff’s allegations that his employer refuses to pay for medically necessary treatment for gender dysphoria stated plausible claim for sex discrimination under Title VII).
4. I believe that Respondents discriminated against me because of my transgender status in violation of the Colorado Anti-Discrimination Act, Colo. Rev. Stat. §§ 24-34-402(1)(a) (prohibiting employment discrimination on the basis of sexual orientation) and 24-34-301(7) (defining sexual orientation to include transgender status).
 5. I believe that Respondents discriminated against me, harassed me, and retaliated against me because of my disability in violation of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Colorado Anti-Discrimination Act, Colo. Rev. Stat. § 24-34-402(1)(a).
 - a. I have been diagnosed with gender dysphoria, a condition that substantially limits one or more of my major life activities.
 - b. The Americans with Disabilities Act’s exclusion for “gender identity disorders not resulting from physical impairments” does not apply to gender dysphoria. *Blatt v. Cabela’s Retail, Inc.*, No. 5:14-cv-04822, 2017 WL 2178123, at *4 (E.D. Pa. May 18, 2017).
 - c. To the extent the ADA’s exclusion for “gender identity disorders not resulting from physical impairments” is construed to apply to gender dysphoria, such exclusion is unconstitutional discrimination based on sex (including gender identity and transgender status).
 6. Respondents harassed me and constructively discharged me in retaliation for asserting my rights pursuant to Title VII, the ADA, and the CADA.
 - a. I engaged in protected activity by complaining to human resources about discrimination and harassment based on race and/or color.
 - b. I engaged in protected activity by filing a Charge of Discrimination with the Colorado Civil Rights Division on June 11, 2018, alleging discrimination based on my sex and/or my transgender status.

- c. Respondents' supervisors harassed me in retaliation for my protected activity.
 - d. Respondents constructively discharged me on August 14, 2018, in retaliation for my protected activity.
7. The above is a short description of the events that caused me to believe my rights were violated. It is not intended to be an exhaustive statement of the claim.

Signed  Date 2/7/19
Dashir Moore

State of Colorado
County of El Paso
Subscribed and affirmed before me
this 7th day of February 2019
By 
Notary Public

MICHAEL HLAVACEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174045808
MY COMMISSION EXPIRES 11/06/2021

Exhibit A
**(Excerpt from Innosource, Inc. –
Health Benefits Summary Plan
Description)**

INNOSOURCE, INC.

**Health Benefit Summary Plan Description
7670-00-413275**

Enhanced Plan and Core Plan

**Benefit Plan(s) 002 and 003
BENEFITS ADMINISTERED BY**



A UnitedHealthcare Company

GENERAL EXCLUSIONS

Exclusions, including complications from excluded items, are not considered covered benefits under this Plan and will not be considered for payment as determined by the Plan.

The Plan does not pay for expenses Incurred for the following, unless otherwise stated below. The Plan does not apply exclusions to treatment listed in the Covered Medical Benefits section based upon the source of the Injury when the Plan has information that the Injury is due to a medical condition (including both physical and mental health conditions) or domestic violence.

1. **3D Mammograms**, unless covered elsewhere in this SPD.
2. **Acts of War:** Injury or Illness caused or contributed to by international armed conflict, hostile acts of foreign enemies, invasion, or war or acts of war, whether declared or undeclared.
3. **Acupuncture Treatment.**
4. **Alternative / Complementary Treatment** including treatment, services or supplies for holistic or homeopathic medicine, hypnosis or other alternate treatment that is not accepted medical practice as determined by the Plan.
5. **Appointment Missed:** An appointment the Covered Person did not attend.
6. **Assistance With Activities of Daily Living.**
7. **Assistant Surgeon, Co-Surgeons, or Surgical Team Services**, unless determined to be Medically Necessary by the Plan.
8. **Autism Services:** Applied Behavioral Analysis (ABA) Therapy.
9. **Auto Excess:** Illness or bodily Injury for which there is a medical payment or expense coverage provided or payable under any automobile coverage.
10. **Before Enrollment and After Termination:** Services, supplies or treatment rendered before coverage begins or after coverage ends under this Plan.
11. **Biofeedback Services.**
12. **Blood:** Blood donor expenses.
13. **Blood Pressure Cuffs / Monitors.**
14. **Breast Pumps**, unless covered elsewhere in this SPD.
15. **Cardiac Rehabilitation** beyond Phase II, including self-regulated physical activity that the Covered Person performs to maintain health that is not considered to be a treatment program.
16. **Claims** received later than 12 months from the date of service.
17. **Contraceptive Products and Counseling**, unless covered elsewhere in this SPD.
18. **Cosmetic Treatment, Cosmetic Surgery**, or any portion thereof, unless the procedure is otherwise listed as a covered benefit.
19. **Court-Ordered:** Any treatment or therapy that is court-ordered, or that is ordered as a condition of parole, probation, or custody or visitation evaluation, unless such treatment or therapy is normally

covered by this Plan. This Plan does not cover the cost of classes ordered after a driving-while-intoxicated conviction or other classes ordered by the court.

20. **Criminal Activity:** Illness or Injury resulting from taking part in the commission of an assault or battery (or a similar crime against a person) or a felony for which the individual is charged.
21. **Custodial Care** as defined in the Glossary of Terms of this SPD.
22. **Dental Services:**
 - The care and treatment of teeth or gums, alveolar processes, dentures, appliances or supplies used in such care or treatment, or drugs prescribed in connection with dental care. This exclusion does not apply to Hospital charges, including professional charges for X-rays, labs, and anesthesia; to charges for treatment of Injuries to natural teeth, including replacement of such teeth with dentures; treatment of a cleft palate; or to charges for the setting of a jaw that was fractured or dislocated in an Accident.
 - Injuries or damage to teeth, natural or otherwise, as a result of or caused by the chewing of food or similar substances.
 - Dental implants, including preparation for implants.
23. **Developmental Delays:** Occupational, physical, and speech therapy services related to Developmental Delays, intellectual disability, or behavioral therapy. These services are not Medically Necessary and are not considered by the Plan to be medical treatment. If another medical condition is identified through the course of diagnostic testing, any coverage of that condition will be subject to Plan provisions.
24. **Duplicate Services and Charges or Inappropriate Billing,** including the preparation of medical reports and itemized bills.
25. **Education:** Charges for education, special education, job training, music therapy, and recreational therapy, whether or not given in a facility providing medical or psychiatric care. This exclusion does not apply to self-management education programs for diabetics.
26. **Environmental Devices:** Environmental items such as, but not limited to, air conditioners, air purifiers, humidifiers, dehumidifiers, furnace filters, heaters, vaporizers, and vacuum devices.
27. **Examinations:** Examinations for employment, insurance, licensing, or litigation purposes.
28. **Excess Charges:** Charges or the portion thereof that are in excess of the Usual and Customary charge, the Negotiated Rate, or the fee schedule.
29. **Experimental, Investigational, or Unproven:** Services, supplies, medicines, treatment, facilities, or equipment that the Plan determines are Experimental, Investigational, or Unproven, including administrative services associated with Experimental, Investigational, or Unproven treatment. This exclusion does not apply to Qualifying Clinical Trials as described in the Covered Medical Benefits section of this SPD.
30. **Extended Care:** Any Extended Care Facility Services that exceed the appropriate level of skill required for treatment as determined by the Plan.
31. **Family Planning:** Consultations for family planning.
32. **Financial Counseling.**
33. **Fitness Programs:** General fitness programs, exercise programs, exercise equipment, and health club memberships, or other utilization of services, supplies, equipment, or facilities in connection with weight control or bodybuilding.

34. **Foot Care (Podiatry):** Routine foot care.
35. **Gender Transition:** Treatment, drugs, medicines, services, and supplies for, or leading to, gender transition surgery.
36. **Genetic Counseling** other than based on Medical Necessity, unless covered elsewhere in this SPD.
37. **Genetic Testing**, unless covered elsewhere in this SPD.
38. **Growth Hormones.**
39. **Hearing Services:** Purchase or fitting of hearing aids unless covered elsewhere in this SPD.
40. **Home Births** and associated costs.
41. **Home Modifications:** Modifications to Your home or property, such as, but not limited to, escalators, elevators, saunas, steam baths, pools, hot tubs, whirlpools, tanning equipment, wheelchair lifts, stair lifts, or ramps.
42. **Infant Formula** not administered through a tube as the sole source of nutrition for the Covered Person.
43. **Infertility Treatment:**
 - Fertility tests.
 - Surgical reversal of a sterilized state that was a result of a previous surgery.
 - Direct attempts to cause pregnancy by any means, including, but not limited to, hormone therapy or drugs.
 - Artificial insemination; in vitro fertilization; gamete intrafallopian transfer (GIFT), or zygote intrafallopian transfer (ZIFT).
 - Embryo transfer.
 - Freezing or storage of embryo, eggs, or semen.
 - Genetic testing.

This exclusion does not apply to services required to treat or correct underlying causes of infertility where such services cure the condition of, slow the harm to, alleviate the symptoms of, or maintain the current health status of the Covered Person.

44. **Intraocular Lenses Other Than Conventional Intraocular Cataract Lenses.**
45. **Lamaze Classes** or other childbirth classes.
46. **Learning Disability:** Non-medical treatment, including, but not limited to, special education, remedial reading, school system testing, and other rehabilitation treatment for a Learning Disability. If another medical condition is identified through the course of diagnostic testing, any coverage of that condition will be subject to Plan provisions.
47. **Liposuction**, unless covered elsewhere in this SPD.
48. **Maintenance Therapy** if, based on medical evidence, treatment or continued treatment could not be expected to resolve or improve a condition, or if clinical evidence indicates that a plateau has been reached in terms of improvement from such services.
49. **Mammoplasty or Breast Augmentation**, unless covered elsewhere in this SPD.
50. **Marriage Counseling.**

51. **Massage Therapy.**
52. **Maximum Benefit.** Charges in excess of the Maximum Benefit allowed by the Plan.
53. **Military:** A military-related Illness of or Injury to a Covered Person on active military duty, unless payment is legally required.
54. **Nocturnal Enuresis Alarm** (Bed wetting).
55. **Non-Custom-Molded Shoe Inserts.**
56. **Non-Professional Care:** Medical or surgical care that is not performed according to generally accepted professional standards, or that is provided by a provider acting outside the scope of his or her license.
57. **Not Medically Necessary:** Services, supplies, treatment, facilities, or equipment that the Plan determines are not Medically Necessary. Furthermore, this Plan excludes services, supplies, treatment, facilities, or equipment that reliable scientific evidence has shown does not cure the condition, slow the degeneration/deterioration or harm attributable to the condition, alleviate the symptoms of the condition, or maintain the current health status of the Covered Person. See also Maintenance Therapy above.
58. **Nursery and Newborn Expenses** for a grandchild of a covered Employee or spouse.
59. **Nutrition Counseling**, unless covered elsewhere in this SPD.
60. **Nutritional Supplements, Enteral Feedings, Vitamins, and Electrolytes** unless covered elsewhere in this SPD.
61. **Over-the-Counter Medication, Products, Supplies, or Devices**, unless covered elsewhere in this SPD.
62. **Palliative Foot Care.**
63. **Panniculectomy / Abdominoplasty**, unless determined by the Plan to be Medically Necessary.
64. **Personal Comfort:** Services or supplies for personal comfort or convenience, such as, but not limited to, private rooms, televisions, telephones and guest trays.
65. **Pharmacy Consultations.** Charges for or related to consultative information provided by a pharmacist regarding a Prescription order, including, but not limited to, information related to dosage instruction, drug interactions, side effects, and the like.
66. **Preventive / Routine Care Services**, unless covered elsewhere in this SPD.
67. **Private Duty Nursing Services.**
68. **Reconstructive Surgery** when performed only to achieve a normal or nearly normal appearance, and not to correct an underlying medical condition or impairment, as determined by the Plan, unless covered elsewhere in this SPD.
69. **Return to Work / School:** Telephone or Internet consultations, or the completion of claim forms or forms necessary for a return to work or school.
70. **Reversal of Sterilization:** Procedures or treatments to reverse prior voluntary sterilization, unless covered by the Plan in connection with Infertility Treatment.
71. **Room and Board Fees** when surgery is performed other than at a Hospital or Surgical Center.

72. **Self-Administered Services** or procedures that can be performed by the Covered Person without the presence of medical supervision.
73. **Services at No Charge or Cost:** Services for which the Covered Person would not be obligated to pay in the absence of this Plan or that are available to the Covered Person at no cost, or for which the Plan has no legal obligation to pay, except for care provided in a facility of the uniformed services as per Title 32 of the National Defense Code, or as required by law.
74. **Services Provided By a Close Relative.** See the Glossary of Terms section of this SPD for a definition of Close Relative.
75. **Services Provided By a School.**
76. **Sex Therapy.**
77. **Sexual Function:** Diagnostic service, non-surgical and surgical procedures and Prescription drugs (unless covered under the Prescription Drug Benefits section of this SPD) in connection with treatment for male or female impotence.
78. **Standby Surgeon Charges.**
79. **Subrogation.** Charges for an Illness or Injury suffered by a Covered Person due to the action or inaction of any third party if the Covered Person fails to provide information as specified in the Right of Subrogation, Reimbursement, and Offset section. See the Right of Subrogation, Reimbursement, and Offset section for more information.
80. **Surrogate Parenting and Gestational Carrier Services,** including any services or supplies provided in connection with a surrogate parent, including pregnancy and maternity charges Incurred by a Covered Person acting as a surrogate parent.
81. **Taxes:** Sales taxes and shipping and handling charges, unless covered elsewhere in this SPD.
82. **Telemedicine - Telephone or Internet Consultations,** unless covered elsewhere in this SPD.
83. **Tobacco Addiction:** Diagnoses, services, treatment, or supplies related to addiction to or dependency on nicotine, unless covered elsewhere in this SPD.
84. **Transportation:** Transportation services that are solely for the convenience of the Covered Person, the Covered Person's Close Relative, or the Covered Person's Physician.
85. **Travel:** Travel costs, whether or not recommended or prescribed by a Physician, unless authorized in advance by the Plan.
86. **Vision Care,** unless covered elsewhere in this SPD.
87. **Vitamins, Minerals, and Supplements,** even if prescribed by a Physician, except for Vitamin B-12 injections and IV iron therapy that are prescribed by a Physician for Medically Necessary purposes.
88. **Vocational Services:** Vocational and educational services rendered primarily for training or education purposes. This Plan also excludes work hardening, work conditioning, and industrial rehabilitation services rendered for Injury prevention education or return-to-work programs.
89. **Weekend Admissions** to Hospital confinement (admissions taking place after 3:00 pm on Fridays or before noon on Sundays) unless the admission is deemed an Emergency or is for care related to pregnancy that is expected to result in childbirth.

90. **Weight Control:** Treatment, services, or surgery for weight control, whether or not prescribed by a Physician or associated with an Illness, except as specifically stated for preventive counseling. This exclusion does not apply to specific services for Morbid Obesity as listed in the Covered Medical Benefits section of this SPD.
91. **Wigs (Cranial Protheses), Toupees, Hairpieces, Hair Implants or Transplants, or Hair Weaving,** or any similar item for replacement of hair regardless of the cause of hair loss, unless covered elsewhere in this SPD.
92. **Workers' Compensation:** An Illness or Injury arising out of, or in the course of, any employment for wage or profit including self-employment, for which the Covered Person was or could have been entitled to benefits under any Workers' Compensation, U.S. Longshoremen and Harbor Workers' or other occupational disease legislation, policy or contract, whether or not such policy or contract is actually in force. If You are an Employee with a second job or if You are covered as a Dependent under this Plan and You are self-employed or employed by an Employer that does not provide health benefits, Your claims may not be covered by the health plan. You will need to have other medical benefits to provide for Your medical care in the event that You are hurt on the job. In most cases, Workers' Compensation insurance will cover Your costs, but if You do not have such coverage You may end up with no coverage at all.
93. **Wrong Surgeries:** Additional costs and/or care related to wrong surgeries. Wrong surgeries include, but are not limited to, surgery performed on the wrong body part, surgery performed on the wrong person, objects left in patients after surgery, etc.

The Plan does not limit a Covered Person's right to choose his or her own medical care. If a medical expense is not a covered benefit, or is subject to a limitation or exclusion, a Covered Person still has the right and privilege to receive such medical service or supply at the Covered Person's own personal

Exhibit B

To Whom It May Concern:

This is my official letter of resignation from my position as customer service consultant with Innosource/Progressive. I am resigning from this position because of the present, continuous and ongoing discriminatory actions of Innosource, Progressive, UMR, and United Healthcare based on my transgender identity. In particular, the discriminatory actions include denial of health coverage based on my gender identity. This resignation is effective as of

August 14, 2018.

Adaira aka Dashir Moore

Adaira Moore
Dashir Moore