

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

JOHN DOE

v.

CATHOLIC RELIEF SERVS.

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Civil Action No. CCB-20-1815

MEMORANDUM

Now pending in this civil rights and employment action is defendant Catholic Relief Services (“CRS”)’s motion to dismiss (ECF 13) the plaintiff’s complaint. The motion is fully briefed and no oral argument is necessary. *See* Local Rule 105.6 (D. Md. 2018). For the following reasons, the motion will be granted in part and denied in part.

BACKGROUND

The plaintiff is a gay cisgender male and is legally married to a man. (ECF 1, Compl. ¶¶ 7, 17). In mid-2016, a recruiter from CRS contacted the plaintiff regarding a job opportunity with CRS. Plaintiff interviewed for a position, and the same recruiter contacted the plaintiff several days after the interview to offer the plaintiff a full-time position. (*Id.* ¶¶ 11–13). The position offered to the plaintiff involved providing technical and business support for and management of a CRS information management platform. (*Id.* ¶ 13).¹ Along with the offer, the recruiter provided the plaintiff with documents detailing his proposed employment benefits, which included an Aetna Health Insurance Plan Summary entitled “Group Insurance Plan of Benefits for Catholic Relief Services.” (*Id.* ¶ 14). That document stated that “dependents” were covered under CRS’s group

¹ The plaintiff remained in this position until late 2019, when he accepted a different position with CRS that focused on other business functions of the organization. (*Id.* ¶ 40).

insurance plan and defined “dependent” as “wife or husband” (with no mention of the sex or gender identity of the primary insured) and “children to age 26[,] regardless of student status.” (*Id.* ¶ 16). The CRS recruiter and the plaintiff subsequently had a telephone conversation in which the plaintiff asked the recruiter if his husband, a man, would be covered by CRS’s spousal insurance benefits. The recruiter told the plaintiff, “All dependents are covered.” (*Id.* ¶18).

The plaintiff accepted CRS’s offer of employment, and he and his family relocated to Baltimore, Maryland. (*Id.* ¶ 19). After he accepted the offer, the plaintiff received from CRS an additional insurance document titled “Benefit Plan: What Your Plan Covers and How Benefits are Paid” (hereinafter “Benefit Plan”). (*Id.* ¶ 20; ECF 1-5, Ex. 1 to Compl.). The title page of the Benefit Plan states that it was “Prepared Exclusively for Catholic Relief Services.” (ECF 1-5, Ex. 1 to Compl.). The Benefit Plan states that regular full-time employees of CRS who have elected coverage under the Plan “may enroll the following dependents: – Your Spouse. – Your dependent children.” (*Id.* at 2). The Benefit Plan goes on to state that “Aetna will rely upon your employer to determine whether or not a person meets the definition of a dependent for coverage under this Plan. This determination will be *conclusive and binding upon all persons* for the purposes of this Plan.” (*Id.*) (emphasis added). The Benefit Plan also describes when coverage ends for dependents. Among other reasons, “[c]overage for [the employee’s] dependents will end if . . . [the employee’s] dependent is no longer eligible for coverage. Coverage ends at the end of the calendar month when [the] dependent does not meet the plan’s definition of a dependent[.]” (*Id.* at 58). Nothing in the Benefit Plan promises a spouse will be eligible for dependent coverage; rather the Benefit Plan states it relies on CRS to determine whether a person meets the definition of a dependent. (*Id.* at 2).

During the plaintiff's onboarding process, CRS staff reiterated to the plaintiff that "all dependents would be covered" under the Plan; no staff member informed the plaintiff that a dependent "spouse" could not include a same-sex spouse. (ECF 1, Compl. ¶ 22). The plaintiff received no further information regarding CRS's health insurance coverage policies before applying for CRS health insurance.

Believing that his husband qualified as a dependent under the Plan, the plaintiff applied for CRS's health insurance, including coverage for his husband, by submitting his marriage certificate to CRS's human resources department and registering himself and his husband on the CRS Employee Self-Service website. (*Id.* ¶ 22). The plaintiff and his husband subsequently received health care coverage from CRS. The couple received insurance cards and used their insurance coverage without comment from CRS until November 2016. (*Id.* ¶¶ 23, 25).

In November 2016, CRS informed the plaintiff that it had mistakenly provided insurance coverage to his husband, because CRS does not cover same-sex spouses under the Plan, contrary to its assertions prior to the plaintiff's application for coverage. (*Id.* ¶¶ 25, 26). CRS informed the plaintiff that the benefits to his husband would terminate at the end of that month but told him that he could write a letter to senior management to attempt to convince CRS to continue coverage for his husband. (*Id.* ¶ 27). Over the next eight months, the plaintiff had several conversations with CRS's senior human resources employees and other senior officials regarding his spousal benefits. During this time, the plaintiff's husband remained on the Plan, but CRS would not agree to change its position that his coverage should eventually be terminated. (*Id.* ¶¶ 28, 29).

In mid-2017, a senior CRS official reiterated to the plaintiff that same-sex spouses were not dependents under CRS's plan, and informed the plaintiff that "some people that oversee CRS" wanted him terminated and that if the plaintiff continued to "push the issue, doing so would hurt

[him].” (*Id.* ¶¶ 30–31). The same official emailed the plaintiff about a month later to inform him that his husband’s benefits would terminate on October 1, 2017. (*Id.* ¶ 32). Based on these communications, the plaintiff raised the issue of his spousal benefits with his supervisor and asked his supervisor to accompany him to a meeting with the senior CRS official. The plaintiff hoped to receive clarification regarding the statement that continuing to “push the issue” would “hurt” him. (*Id.* ¶ 34). In that meeting with his supervisor and the senior CRS official, the official told the plaintiff that if he pursued legal action regarding his spousal benefits, he would likely be terminated. (*Id.* ¶ 35).

During the same meeting, the senior CRS official told the plaintiff that the summary of benefits issued to finalists for open CRS positions had been updated to explicitly state that benefits would not be provided to same sex spouses. After the meeting, the official emailed the plaintiff a document entitled “Summary of Employee Benefits” which includes the following language: “Employees may enroll eligible dependents through proof of relationship. Following the Catholic Church’s definition of marriage, we cannot offer benefits to unmarried domestic partners, nor to same-sex spouses.” (*Id.* ¶ 39; ECF 1-6, Ex. 2 to Compl. at 2). The plaintiff claims this language is not included in the most recent version (effective Jan. 1, 2019) of the Aetna Benefit Plan, and he did not receive such language prior to accepting employment from CRS and applying for coverage. (ECF 1, Compl. ¶¶ 37, 39).

CRS terminated the plaintiff’s spousal benefits on October 1, 2017. Earlier that year, the plaintiff’s husband had begun extensive dental work, which was, at that time, covered by the Plan. Due to the termination of the plaintiff’s spousal benefits, the plaintiff alleges his husband had to delay that dental work, which resulted in additional surgery that would not have been necessary had he been able to remain on the Plan. The reason for the delay in the plaintiff’s husband receiving

dental work is unclear. The plaintiff does not allege that he attempted to secure alternative insurance coverage during the sixteen months in which he was aware of CRS's position that his husband should not be covered under the Plan but before benefits were terminated, nor does he allege that he missed an opportunity to obtain other insurance or that his husband experienced a gap in coverage. The plaintiff ultimately secured alternative insurance coverage at rates higher than those under the Plan. (*Id.* ¶¶ 42–44).

On June 1, 2018, the plaintiff filed a charge of discrimination with the EEOC against CRS, alleging discrimination based on sex and sexual orientation, and retaliation under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; the Equal Pay Act, 29 U.S.C. § 206(d)(1); the Maryland Fair Employment Practices Act (“MFEPA”), Md. Code Ann., State Gov't § 20-601 *et seq.*; and the Maryland Equal Pay for Equal Work Act (“MEPWA”), Md. Code Ann., Lab. & Empl. § 3-301 *et seq.* (ECF 1, Compl. ¶ 47). The plaintiff received a right to sue letter from the EEOC on June 1, 2020. On June 12, 2020, the plaintiff filed this lawsuit.

The plaintiff alleges ten counts against CRS: discrimination on the basis of sexual orientation and sex, in violation of MFEPA, (Counts I and II); discrimination on the basis of sex, in violation of MEPWA (Count III); denial of wages, in violation of the Maryland Wage Payment and Collection Law (“MWPCCL”), Md. Code Ann. Lab. & Empl. § 3-501 *et seq.* (Count IV); breach of contract (Count V); detrimental reliance (Count VI); negligent misrepresentation (Count VII); discrimination on the basis of sex, in violation of Title VII and the Equal Pay Act (Counts VIII and IX); and retaliation, in violation of Title VII, the Equal Pay Act, MFEPA, and MEPWA (Count X). (ECF 1, Compl. ¶¶ 52–138).

CRS moves to dismiss Counts I–VII in their entirety, and the MFEPA retaliation claim in Count X. (ECF 13; ECF 16-1, Amended Mem. at 34 n.5).

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