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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

William Masten and Catherine McAlister, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

Metropolitan Life Insurance Company, the
Metropolitan Life Insurance Company Employee
Benefits Committee and John/Jane Does 1-20,

Defendants.

No. 18-cv-11229-RA

**DEFENDANTS' ANSWER TO
THE CORRECTED AMENDED COMPLAINT**

Defendants MetLife Group, Inc. (“MetLife”) and the MetLife Group, Inc. Employee Benefits Committee (collectively, “Defendants”)¹ respectfully submit this Answer to William Masten’s (“Masten’s”) and Catherine McAlister’s (“McAlister’s”) (collectively “Plaintiffs”) Corrected Amended Complaint (“CAC”) (Dkt. 42) and state as follows:²

CORRECTED AMENDED COMPLAINT³

To the extent the unnumbered paragraph on page 1 of the CAC is intended to serve as allegations, Defendants deny them and deny knowledge or information sufficient to form a belief as to Plaintiffs’ and their attorneys’ personal knowledge, information and belief as to their allegations.

INTRODUCTION

1. Defendants deny the allegations contained in Paragraph 1 of the CAC, except admit that Plaintiffs purport to bring this case as a class action under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.* (“ERISA”).

2. Defendants deny the allegations contained in Paragraph 2 of the CAC, and state that the MetLife Retirement Plan for United States Employees, as amended and restated (the “Plan”) is the best evidence of its contents and refer the Court to the terms thereof. Plaintiffs’ numerous citations throughout the CAC to Plan provisions establishes that they have a copy of the Plan and, moreover, a copy of the Plan is available on the docket of this Action (Dkt. 47-1).

¹ Defendants are improperly named in the CAC as Metropolitan Life Insurance Company and Metropolitan Life Insurance Company Employee Benefits Committee, respectively.

² In violation of Federal Rule 8(d)—which requires that each allegation in an CAC be “simple, concise, and direct[,]”—Plaintiffs’ pleading is, in many instances, laced with argument and legal conclusions. Defendants have endeavored, where possible, to parse out and respond to those portions of Plaintiffs’ allegations that state facts, but have denied those factual allegations that are unduly intertwined with arguments and legal conclusions that are denied or as to which a responsive pleading is not warranted.

³ Defendants have repeated the headings used by the CAC for organizational purposes only, but deny the truth of any purported facts included in the headings.

3. Defendants deny the allegations contained in Paragraph 3 of the CAC, and state that insofar as the allegations in Paragraph 3 of the CAC purport to describe provisions of the Plan, Defendants state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

4. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the CAC, except deny the last sentence of Paragraph 4 of the CAC and admit that, generally speaking, employees in the United States who retired recently are expected to live longer than those who retired in previous generations.

5. Defendants deny the allegations contained in Paragraph 5 of the CAC, except admit that the interest rate used to convert an accrued benefit to an alternative form of benefit may have an impact on the calculation of an alternative form of benefit.

6. Defendants deny the allegations contained in Paragraph 6 of the CAC, and state that insofar as the allegations in Paragraph 6 of the CAC purport to describe provisions of the Plan, Defendants state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

7. Defendants deny the allegations contained in Paragraph 7 of the CAC, and state that insofar as the allegations in Paragraph 7 of the CAC purport to describe provisions of the Plan, Defendants state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

8. Defendants deny the allegations contained in Paragraph 8 of the CAC.

9. Defendants deny the allegations contained in Paragraph 9 of the CAC, except admit that Plaintiffs seek certain relief from the Court.

JURISDICTION AND VENUE

10. Defendants deny the allegations contained in Paragraph 10 of the CAC, except admit that Plaintiffs purport to invoke this Court's jurisdiction pursuant to 29 U.S.C. § 1132(e)(1).

11. Defendants deny the allegations contained in Paragraph 11 of the CAC, except admit that Plaintiffs claim that this Court has personal jurisdiction over Defendant MetLife Group for the reasons stated therein.

12. Defendants deny the allegations contained in Paragraph 12 of the CAC, except admit that Plaintiffs purport to lay venue in this Court for the reasons stated therein.

PARTIES

Plaintiffs

13. Defendants deny the allegations contained in Paragraph 13 of the CAC, except admit that Masten worked for one or more affiliates of MetLife, Masten participated in the Plan, and Masten elected a benefit in the form of a 30% first-to-die annuity. (*See* CAC ¶ 96.) Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegation of where Masten resides.

14. Defendants deny the allegations contained in Paragraph 14 of the CAC, except admit that McAlister worked for one or more affiliates of MetLife, McAlister participated in the Plan, and McAlister elected a benefit in the form of a 100% contingent survivor annuity. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegation of where McAlister resides.

Defendants

15. Defendants deny the allegations in Paragraph 15 of the CAC, except admit that

MetLife's headquarters is in New York.

16. Defendants deny the allegations contained in Paragraph 16 of the CAC.

17. Defendants deny the allegations contained in Paragraph 17 of the CAC.

APPLICABLE ERISA REQUIREMENTS

Benefit Options

18. The allegations contained in Paragraph 18 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 18 of the CAC.

19. The allegations contained in Paragraph 19 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 19 of the CAC and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

20. The allegations contained in Paragraph 20 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 20 of the CAC.

21. The allegations contained in Paragraph 21 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 21 of the CAC.

Benefit Options Must be Actuarially Equivalent

22. The allegations contained in Paragraph 22 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 22 of the CAC.

23. The allegations contained in Paragraph 23 of the CAC state legal conclusions to

which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 23 of the CAC.

24. The allegations contained in Paragraph 24 and footnote 1 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 24 and footnote 1 of the CAC.

25. The allegations contained in Paragraph 25 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 25 of the CAC.

26. The allegations contained in Paragraph 26 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 26 of the CAC.

27. The allegations contained in Paragraph 27 and footnotes 2 and 3 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 27 and footnotes 2 and 3 of the CAC.

28. The allegations contained in Paragraph 28 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 28 of the CAC.

29. The allegations contained in Paragraph 29 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 29 of the CAC.

Reasonable Factors Must Be Used When Calculating Actuarial Equivalence

30. The allegations contained in Paragraph 30 and footnote 4 of the CAC state legal

conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 30 and footnote 4 of the CAC.

31. The allegations contained in Paragraph 31 and subparagraphs (a)-(c) thereunder of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 31 and subparagraphs (a)-(c) thereunder of the CAC.

SUBSTANTIVE ALLEGATIONS

I. The Plan

A. Overview

32. Defendants deny the allegations contained in Paragraph 32 of the CAC, and state that the Plan's Summary Plan Description ("SPD") is the best evidence of its contents and refer the Court to the terms thereof. Plaintiffs' numerous citations throughout the CAC to SPD provisions establishes that they have a copy of the SPD and, moreover, a copy of the SPD is available on the docket of this Action (Dkt. 47-2).

33. Defendants deny the allegations contained in Paragraph 33 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

34. The allegations contained in Paragraph 34 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 34 of the CAC.

35. The allegations contained in Paragraph 35 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 35 of the CAC.

36. Defendants deny the allegations contained in Paragraph 36 of the CAC.

B. The Traditional Part

37. Defendants deny the allegations contained in Paragraph 37 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

38. Defendants deny the allegations contained in Paragraph 38 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

39. Defendants deny the allegations contained in Paragraph 39 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

40. Defendants deny the allegations contained in Paragraph 40 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

41. Defendants deny the allegations contained in Paragraph 41 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

42. Defendants deny the allegations contained in Paragraph 42 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

43. Defendants deny the allegations contained in Paragraph 43 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

44. Defendants deny the allegations contained in Paragraph 44 of the CAC.

C. The GenAm Part

45. Defendants deny the allegations contained in Paragraph 45 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

46. Defendants deny the allegations contained in Paragraph 46 of the CAC, and state that the Plan and SPD are the best evidence of their contents and refer the Court to the terms thereof.

47. Defendants deny the allegations contained in Paragraph 47 of the CAC, and state

that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

48. Defendants deny the allegations contained in Paragraph 48 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

49. Defendants deny the allegations contained in Paragraph 49 of the CAC, and state that the Plan and SPD are the best evidence of their contents and refer the Court to the terms thereof.

50. Defendants deny the allegations contained in Paragraph 50 of the CAC.

D. The NEF Part

51. Defendants deny the allegations contained in Paragraph 51 of the CAC, and state that the Plan and SPD are the best evidence of their contents and refer the Court to the terms thereof.

52. Defendants deny the allegations contained in Paragraph 52 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

53. Defendants deny the allegations contained in Paragraph 53 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

54. Defendants deny the allegations contained in Paragraph 54 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

55. Defendants deny the allegations contained in Paragraph 55 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

56. Defendants deny the allegations contained in Paragraph 56 of the CAC.

E. The Cash Balance Part

57. Defendants deny the allegations contained in Paragraph 57 of the CAC, and state that the Plan and SPD are the best evidence of their contents and refer the Court to the terms

thereof.

58. Defendants deny the allegations contained in Paragraph 58 of the CAC, and state that the Plan and SPD are the best evidence of their contents and refer the Court to the terms thereof.

59. Defendants deny the allegations contained in Paragraph 59 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

60. Defendants deny the allegations contained in Paragraph 60 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

61. Defendants deny the allegations contained in Paragraph 61 of the CAC, and state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

62. Defendants deny the allegations contained in Paragraph 62 of the CAC

II. The Plan's Non-SLA Benefits Are Not Actuarially Equivalent to the SLAs Participants Earned.

A. Converting an SLA to a Non-SLA.

63. The allegations contained in Paragraph 63 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 63 of the CAC.

64. Defendants deny the allegations contained in Paragraph 64 and footnote 5 of the CAC.

65. Defendants deny the allegations contained in Paragraph 65 of the CAC, except admit that an interest rate is used in converting the accrued benefit under the Plan into alternative forms of benefits.

66. The allegations contained in Paragraph 66 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny

the allegations contained in Paragraph 66 of the CAC.

67. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67 of the CAC.

68. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68 of the CAC, except admit that the Society of Actuaries publishes mortality tables.

69. Defendants deny the allegations contained in Paragraph 69 of the CAC, and state that the Aon Hewitt report cited therein is the best evidence of its contents and refer the Court to the terms thereof.

70. Defendants deny the allegations contained in Paragraph 70 and footnotes 6 and 7 of the CAC, and state that Actuarial Standard of Practice 27, paragraph 3.5.3 of the Actuarial Standards Board is the best evidence of its contents and refer the Court to the terms thereof.

71. The allegations contained in Paragraph 71 and footnotes 8 and 9 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71 of the CAC.

72. The allegations contained in Paragraph 72 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 72 of the CAC.

73. The allegations contained in Paragraph 73 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 73 of the CAC.

74. Defendants deny the allegations contained in Paragraph 74 of the CAC.

75. Defendants deny the allegations contained in Paragraph 75 of the CAC, except admit that certain changes to the interest rate and mortality assumption may impact the calculation of an alternative form of benefit under the Plan.

76. Defendants deny the allegations contained in Paragraph 76 of the CAC.

B. The Plan Does Not Use Reasonable Actuarial Factors to Calculate Several Forms of Benefits, Reducing Participants' Benefits in Violation of ERISA.

77. Defendants deny the allegations contained in Paragraph 77 and subparagraphs (a)-(c) thereunder of the CAC, and state that insofar as the allegations in Paragraph 77 and subparagraphs (a)-(c) thereunder of the CAC purport to describe provisions of the Plan, Defendants state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

78. Defendants deny the allegations contained in Paragraph 78 of the CAC, and state that insofar as the allegations in Paragraph 78 of the CAC purport to describe provisions of the Plan, Defendants state that the Plan is the best evidence of its contents and refer the Court to the terms thereof.

79. Defendants deny the allegations contained in Paragraph 79 of the CAC.

80. Defendants deny the allegations contained in Paragraph 80 and footnote 10 of the CAC, and state that the Centers for Disease Control website cited in footnote 10 is the best evidence of its contents and refer the Court to the terms thereof.

81. Defendants deny the allegations contained in Paragraph 81 of the CAC.

82. Defendants deny the allegations contained in Paragraph 82 of the CAC.

83. Defendants deny the allegations contained in Paragraph 83 of the CAC.

84. Defendants deny the allegations contained in Paragraph 84 of the CAC.

85. Defendants deny the allegations contained in Paragraph 85 and footnotes 11 and

12 of the CAC, and state that the Annual Report to Shareholders cited therein is the best evidence of its contents and refer the Court to the terms thereof.

86. Defendants deny the allegations contained in Paragraph 86 of the CAC, and state that the financial statements cited therein are the best evidence of their contents and refer the Court to the terms thereof and the last two sentences of Paragraph 86 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations.

87. Defendants deny the allegations contained in Paragraph 87 of the CAC, and state that the 2017 Form 5500 and the Plan cited therein are the best evidence of their contents and refer the Court to the terms thereof.

88. Defendants deny the allegations contained in Paragraph 88 and footnote 13 of the CAC.

89. Defendants deny the allegations contained in Paragraph 89 of the CAC.

90. Defendants deny the allegations contained in Paragraph 90 of the CAC.

91. Defendants deny the allegations contained in Paragraph 91 of the CAC.

92. Defendants deny the allegations contained in Paragraph 92 of the CAC.

93. Defendants deny the allegations contained in Paragraph 93 of the CAC.

94. Defendants deny the allegations contained in Paragraph 94 of the CAC, except admit that McAlister elected a 100% Contingent Survivor Annuity under the Plan.

95. Defendants deny the allegations contained in Paragraph 95 of the CAC.

96. Defendants deny the allegations contained in Paragraph 96 of the CAC, except admit that Masten elected a 30% First-To-Die Annuity under the Plan.

97. Defendants deny the allegations contained in Paragraph 97 of the CAC, and state

that the Form 5500 cited therein is the best evidence of its contents and refer the Court to the terms thereof.

98. Defendants deny the allegations contained in Paragraph 98 of the CAC.

99. Defendants deny the allegations contained in Paragraph 99 of the CAC, except admit that Masten and McAlister are receiving benefits pursuant to the Plan's terms.

CLASS ACTION ALLEGATIONS

100. Defendants deny the allegations contained in Paragraph 100 of the CAC, except admit that Plaintiffs seek to represent the "Class" as defined in Paragraph 100 of the CAC.

101. Defendants deny the allegations contained in paragraph 101 of the CAC.

102. Defendants deny the allegations contained in Paragraph 102 of the CAC.

103. Defendants deny the allegations contained in Paragraph 103 and Paragraphs 103(A)-(D) of the CAC.

104. Defendants deny the allegations contained in Paragraph 104 of the CAC.

105. Defendants deny the allegations contained in Paragraph 105 of the CAC.

106. Defendants deny the allegations contained in Paragraph 106 of the CAC.

107. Defendants deny the allegations contained in Paragraph 107 of the CAC.

**FIRST CLAIM FOR RELIEF
Declaratory and Equitable Relief
(ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3))**

108. Defendants restate and incorporate their answers to Paragraphs 1–107 of the CAC as though fully set forth herein.

109. Defendants deny the allegations contained in Paragraph 109 of the CAC.

110. The allegations contained in Paragraph 110 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny

the allegations contained in Paragraph 110 of the CAC.

111. Defendants deny the allegations contained in Paragraph 111 of the CAC, except admit that Plaintiffs seek the relief stated therein.

112. Defendants deny the allegations contained in Paragraph 112 and Paragraph 112(a)-(i) of the CAC, except admit that Plaintiffs seek the relief stated therein.

SECOND CLAIM FOR RELIEF
For Reformation of the Plan and Recovery of Benefits Under the Reformed Plan
(ERISA § 502(a)(1) and (3), 29 U.S.C. § 1132(a)(1) and (3))

113. Defendants restate and incorporate their answers to Paragraphs 1–112 of the CAC as though fully set forth herein.

114. The allegations contained in Paragraph 114 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 114 of the CAC.

115. Defendants deny the allegations contained in Paragraph 115 of the CAC.

116. Defendants deny the allegations contained in Paragraph 116 of the CAC.

117. The allegations contained in Paragraph 117 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 117 of the CAC.

118. Defendants deny the allegations contained in Paragraph 118 of the CAC.

THIRD CLAIM FOR RELIEF
Breach of Fiduciary Duty
(ERISA §§ 404 and 502(a)(3), 29 U.S.C. §§ 1104 and 1132(a)(3))

119. Defendants restate and incorporate their answers to Paragraphs 1–118 as though fully set forth herein.

120. Defendants decline to answer the allegations contained in Paragraph 120 of the CAC as to Masten because his claims under Paragraph 120 of the CAC were dismissed pursuant

to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 120 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 120 of the CAC.

121. Defendants decline to answer the allegations contained in Paragraph 121 of the CAC as to Masten because his claims under Paragraph 121 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). Defendants deny the remaining allegations contained in Paragraph 121 of the CAC.

122. Defendants decline to answer the allegations contained in Paragraph 122 of the CAC as to Masten because his claims under Paragraph 122 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 122 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 122 of the CAC.

123. Defendants decline to answer the allegations contained in Paragraph 123 of the CAC as to Masten because his claims under Paragraph 123 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 123 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 123 of the CAC.

124. Defendants decline to answer the allegations contained in Paragraph 124 of the CAC as to Masten because his claims under Paragraph 124 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 124 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 124 of the CAC.

125. Defendants decline to answer the allegations contained in Paragraph 125 of the

CAC as to Masten because his claims under Paragraph 125 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 125 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 125 of the CAC.

126. Defendants decline to answer the allegations contained in Paragraph 126 of the CAC as to Masten because his claims under Paragraph 126 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 126 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 126 of the CAC.

127. Defendants decline to answer the allegations contained in Paragraph 127 of the CAC as to Masten because his claims under Paragraph 127 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 127 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 127 of the CAC.

128. Defendants decline to answer the allegations contained in Paragraph 128 of the CAC as to Masten because his claims under Paragraph 128 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 128 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 128 of the CAC.

129. Defendants decline to answer the allegations contained in Paragraph 129 of the CAC as to Masten because his claims under Paragraph 129 of the CAC were dismissed pursuant to the Court's June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 129 of the CAC state legal conclusions to which no responsive pleading is required. To the extent a

response is required, Defendants deny the allegations contained in Paragraph 129 of the CAC, except admit that Plaintiffs seek the relief stated therein.

130. Defendants decline to answer the allegations contained in Paragraph 130 of the CAC and Paragraphs 130(a)–(i) of the CAC as to Masten because his claims under Paragraph 130 of the CAC and Paragraphs 130(a)–(i) of the CAC were dismissed pursuant to the Court’s June 14 Order (Dkt. 112). The remaining allegations contained in Paragraph 130 of the CAC and Paragraphs 130(a)–(i) of the CAC state legal conclusions to which no responsive pleading is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 130 of the CAC and Paragraphs 130(a)–(i) of the CAC, except admit that Plaintiffs seek the relief stated therein.

PRAYER FOR RELIEF

Defendants deny the allegations set forth in the unnumbered “Prayer for Relief” paragraph in the CAC and Paragraphs (A) – (O) thereunder.

AFFIRMATIVE AND OTHER DEFENSES

1. The CAC fails to state a claim upon which relief can be granted.
2. Plaintiffs lack standing to bring some or all of his, her, or their, as applicable, claims.
3. Plaintiffs have failed to exhaust the administrative remedies available under the Plan.
4. Plaintiffs’ claims are barred in whole or in part by the Plan’s contractual limitations period and/or any other applicable statute of limitations, including, without limitation, under ERISA § 413, 29 U.S.C. § 1113.
5. Plaintiffs’ claims are barred by the doctrine of laches, waiver and/or estoppel.

6. Plaintiffs' claims are barred by the doctrine of accord and satisfaction because Plaintiffs and/or putative class members have been provided all the benefits due them under the terms of the Plan.

7. The claims of Plaintiffs and/or any other members of the putative class who have executed a waiver or release of claims against any or all Defendants may be barred by that waiver or release of claims.

8. One or more of the Defendants are not, or were not, acting as fiduciaries within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1102(21)(A), with respect to certain purported misconduct or breach alleged by Plaintiffs.

9. The remedy of Plan reformation is not available to the Plaintiffs.

10. To the extent any defendant acted as a fiduciary with respect to the allegations in the CAC, each defendant reasonably construed the terms of the Plan and acted consistently with the Plan and ERISA.

11. All Defendants acted consistent with any and all applicable law, regulation, and guidance.

Defendants reserve the right to modify their Answer and/or assert additional affirmative and other defenses should they become aware of additional defenses during the course of discovery, as set forth in Rule 8 of the Federal Rules of Civil Procedure.

WHEREFORE, having fully answered, Defendants pray that (i) the CAC be dismissed in its entirety, with prejudice; (ii) that judgment herein be rendered against Plaintiffs and in favor of Defendants; and (iii) that pursuant to ERISA § 502(g)(1), 29 U.S.C. § 1132(g)(1), all costs be assessed against Plaintiffs and attorney's fees awarded to Defendants.

July 2, 2021
New York, NY

Respectfully submitted,

PROSKAUER ROSE LLP

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