

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

JEFFREY NEUFELD, AUBREY SREDNICKI,  
KEVIN JACQUES, NICHOLAS MARSHALL,  
WILLIAM NINIVAGGI, TROY TERRY,  
JOYCE WOOD, ROBERT BURNS, TIMOTHY  
RUTHERSBY, and NATHAN WHEATLEY,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

vs.

CIGNA HEALTH AND LIFE INSURANCE  
COMPANY,

Defendant.

No. 3:17-cv-1693

March 10, 2023

**ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT CIGNA HEALTH AND  
LIFE INSURANCE COMPANY TO PLAINTIFFS' FIFTH AMENDED CLASS ACTION  
COMPLAINT**

Defendant Cigna Health and Life Insurance Company (“CHLIC”) hereby answers Plaintiffs’ Fifth Amended Class Action Complaint (“Complaint”) in the above-captioned action with the following responses numbered to correspond with the numbered paragraphs of the Complaint. Cigna denies each and every allegation not expressly admitted below, including all allegations contained in headings and titles.

1. CHLIC admits that Plaintiffs are current or former participants in health plans or insurance policies for which Cigna served as the insurer and/or for which Cigna administered claims and that Plaintiffs purport to bring their claims as a class action under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 *et seq.*, the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961, *et seq.*, and state law. CHLIC denies the remaining allegations in Paragraph 1.

2. CHLIC admits that participants in plans insured or for which CHLIC administered claims are typically responsible for paying a copayment, coinsurance, and/or deductible under the terms of their plans for health services and products, but CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 2 and therefore denies those allegations on that basis.

3. CHLIC admits that it is a global health services organization and that CHLIC provides and administers certain health benefit plans. CHLIC denies the remaining allegations in Paragraph 3.

4. CHLIC admits that it maintains networks of healthcare providers, including through contracting with certain third-party vendors that maintain their own contracts with healthcare providers, and that members of plans for which CHLIC administers claims may access those networks to receive healthcare services or supplies pursuant to the terms of their respective plans. CHLIC states that Cigna Corporation's 2010 Form 10-K speaks for itself, and denies any allegation inconsistent with its terms.

5. CHLIC admits that CHLIC and/or its affiliates contract with various third-party vendors, including at times CareCentrix, eviCore, and Linkia, that may arrange for the provision of healthcare services and supplies covered by patients' health plans through the vendors' own networks of medical service and product providers. CHLIC denies the remaining allegations in Paragraph 5.

6. CHLIC admits that CareCentrix provides healthcare services to members of plans for which CHLIC administers claims, including services related to home patient care and durable medical equipment, including continuous positive airway pressure ("CPAP") equipment and supplies, and that, upon information and belief, Plaintiffs Neufeld, Jacques, Marshall, Ninivaggi,

Terry, Wood, Burns, Ruthersby, and Wheatley received services through CareCentrix, but denies the remaining allegations in the first sentence of Paragraph 6. CHLIC otherwise lacks information or knowledge sufficient to form a belief as to the truth of the allegations asserted in Paragraph 6 and denies the allegations on that basis.

7. CHLIC denies the allegations in Paragraph 7.

8. Paragraph 8 purports to characterize documents, the terms of which speak for themselves, and additionally contains only legal conclusions; thus, no response to this paragraph is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 8.

9. Paragraph 9 purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 9.

10. Paragraph 10 purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 10.

11. Paragraph 11 purports to characterize the terms of Plan documents, which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the Plans. CHLIC states that where a customer receives services or equipment through CareCentrix, eviCore or Linkia, the claim reimbursement may be calculated based on Cigna's contracted rates with those vendors, which is consistent with the terms of the Plans. CHLIC denies the remaining allegations in Paragraph 11.

12. Paragraph 12 purports to characterize the terms of Plan documents, which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the Plans. CHLIC denies the remaining allegations in Paragraph 12, and denies that the information received from CareCentrix, eviCore, or Linkia is insufficient to calculate plan payments and cost-share in accordance with plan terms.

13. CHLIC denies the allegations in Paragraph 13.

14. With regard to the first sentence of Paragraph 14, CHLIC admits that records submitted to CHLIC indicate that Plaintiff Neufeld purchased a disposable CPAP filter from J&L Medical Services (“J&L”) on or around June 22, 2017 and sought coverage for such purchase under his health benefits plan, and CHLIC further admits that it understands that J&L has a contract with CareCentrix to provide services pursuant to the contractual arrangement that CareCentrix has to provide and arrange for services for members covered by plans for which CHLIC administers claims. CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the allegations in the second and third sentences of Paragraph 14 and denies the allegations on that basis.

15. CHLIC denies the allegations in Paragraph 15.

16. CHLIC denies the allegations in Paragraph 16.

17. Paragraph 17 purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 17.

18. CHLIC denies the allegations in Paragraph 18.

19. CHLIC denies the allegations in Paragraph 19.

20. CHLIC denies the allegations in Paragraph 20.

21. Paragraph 21 purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 21.

22. CHLIC denies the allegations in Paragraph 22.

23. To the extent that the third sentence of Paragraph 23 includes allegations specific to CHLIC, CHLIC denies those allegations. CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 23 and therefore denies those allegations.

24. CHLIC denies the allegations in Paragraph 24.

25. The first sentence of Paragraph 25 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute. CHLIC denies the remaining allegations in Paragraph 25.

26. The first sentence of Paragraph 26 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute. CHLIC denies the remaining allegations in Paragraph 26.

27. The first sentence of Paragraph 27 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute. CHLIC denies the remaining allegations in Paragraph 27.

28. The first sentence of Paragraph 28 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute. CHLIC denies the remaining allegations in Paragraph 28.

29. CHLIC denies the allegations in Paragraph 29.

30. CHLIC denies the allegations in Paragraph 30.

31. CHLIC admits that Plaintiffs purport to bring their claims as a class action under Federal Rule of Civil Procedure 23 on behalf of the proposed classes stated in Paragraph 31. CHLIC denies that class certification is appropriate in this matter.

32. Paragraph 32 asserts legal conclusions and thus no response is required.

33. CHLIC admits that it conducts business in the State of Connecticut, is authorized to conduct business in the State of Connecticut, and has offices in the State of Connecticut. Paragraph 33 otherwise asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 33.

34. Paragraph 34 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 34.

35. CHLIC admits that Plaintiff Neufeld was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Neufeld is a resident of Texas. The remaining allegations in Paragraph 35

purport to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 35.

36. CHLIC admits that Plaintiff Jacques was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Jacques is a resident of California. The remaining allegations in Paragraph 36 are legal conclusions to which no response is required.

37. CHLIC admits that Plaintiff Marshall was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Marshall is a resident of Texas. The remaining allegations in Paragraph 37 are legal conclusions to which no response is required.

38. CHLIC admits that Plaintiff Ninivaggi was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Ninivaggi is a resident of Colorado. The remaining allegations in Paragraph 38 are legal conclusions to which no response is required.

39. CHLIC admits that Plaintiff Terry was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Terry is a resident of South Carolina. The remaining allegations in Paragraph 39 are legal conclusions to which no response is required.

40. CHLIC admits that Plaintiff Wood was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Wood is a resident of Tennessee. The remaining allegations in Paragraph 40 are legal conclusions to which no response is required.

41. CHLIC admits that Plaintiff Burns was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Burns is a resident of New Hampshire. The remaining allegations in Paragraph 41 are legal conclusions to which no response is required.

42. CHLIC admits that Plaintiff Ruthersby was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. On information and belief, CHLIC admits that Plaintiff Ruthersby is a resident of Colorado. The remaining allegations in Paragraph 42 are legal conclusions to which no response is required.

43. CHLIC admits that Plaintiff Wheatley was insured through an individual health policy issued by CHLIC and for which CHLIC administers claims. On information and belief, CHLIC admits that Plaintiff Wheatley is a resident of Missouri. The remaining allegations in Paragraph 43 are legal conclusions to which no response is required.

44. CHLIC admits that CHLIC is a wholly owned subsidiary of Cigna Corporation, incorporated in Connecticut, with its principal place of business in Bloomfield, Connecticut, and that it issues and administers benefits for various types of insurance policies, including health insurance policies. With respect to Footnote 4, CHLIC admits that Cigna Corporation is a global health services organization. To the extent that Footnote 4 purports to characterize a document, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC admits the allegations in the third sentence of Footnote 4. CHLIC denies the remaining allegations in Paragraph 44 and Footnote 4.

45. CHLIC admits that CareCentrix, Inc. is a Delaware corporation with its principal place of business in Hartford, Connecticut, and that CareCentrix arranges for the provision of



healthcare services and supplies to members of plans for which CHLIC administers claims and/or insures, including for durable medical equipment, home healthcare, sleep management, and infant formula. To the extent that Paragraph 45 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and otherwise denies the allegations of Paragraph 45.

46. CHLIC admits that eviCore Healthcare MSI, LLC, formerly known as MedSolutions, Inc., is a Tennessee limited liability company with its principal place of business in Bluffton, South Carolina, and that eviCore arranges for the provision of high-tech radiology services to members of plans for which CHLIC administers claims and/or insures. To the extent that Paragraph 46 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and otherwise denies the allegations of Paragraph 46.

47. CHLIC admits that Linkia, Inc. is a Maryland corporation with its principal place of business in Bethesda, Maryland and that Linkia arranges for the provision of healthcare services in the field of orthotics to members of plans for which CHLIC administers claims and/or insures. To the extent that Paragraph 47 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and otherwise denies the allegations of Paragraph 47.

48. CHLIC admits that it provides healthcare products and services to certain employer-sponsored plans and the plans' participants, and that those plans may be self-funded by the employer sponsors or through premiums or contributions paid by employees and plan

beneficiaries. CHLIC further admits that CHLIC and/or its affiliates has contracts with entities to provide access to those entities' networks of healthcare providers. The remaining allegations in Paragraph 48 and Footnote 5 purport to characterize and partially quote a document, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the document. CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 48 and therefore denies those allegations.

49. Paragraph 49 purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 49.

50. CHLIC lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 50 and therefore denies those allegations.

51. Paragraph 51 purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 51 except it admits that CHLIC has entered into agreements pursuant to which it insures or administers claims for members of health benefits plans.

52. Paragraph 52 purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 52.

53. CHLIC admits that it or its affiliates may directly contract with healthcare providers. CHLIC otherwise denies the allegations in Paragraph 53.

54. Paragraph 54 asserts legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 54.

55. Paragraph 55 asserts legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 55.

56. Paragraph 56 purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 56, including that it has created an allegedly unlawful billing scheme.

57. CHLIC states that the amount that participants pay for health services or equipment may be different than the amount that a provider has contractually agreed with a vendor to accept for health services or equipment. CHLIC denies the remaining allegations in Paragraph 57.

58. Paragraph 58 asserts legal conclusions and purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 58.

59. Paragraph 59 asserts legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a

response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 59.

60. CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the allegations asserted in Paragraph 60 regarding a provider's communications with Plaintiff Wood and denies the allegations on that basis. Cigna denies the remaining allegations in Paragraph 60.

61. To the extent that Paragraph 61 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 61 subparts (a) through (g).

62. To the extent that Paragraph 62 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 62 subparts (a) through (d).

63. CHLIC admits that Plaintiff Burns was a participant in an employer-sponsored Plan insured and/or for which CHLIC administered claims. To the extent that Paragraph 63 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC otherwise lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in Paragraph 63 and denies the allegations on that basis.

64. The allegations in Paragraph 64 do not provide CHLIC with sufficient basis to identify the alleged claims at issue. CHLIC therefore lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 64 and denies those

allegations on that basis. CHLIC further denies the allegations in Paragraph 64 to the extent that the Paragraph alleges that CHLIC's determination of allowed amounts or member cost-sharing responsibilities for services provided through CareCentrix, eviCore, or Linkia were inconsistent with the terms of any members' plans.

65. To the extent that Paragraph 65 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 65.

66. CHLIC denies the allegations in Paragraph 66.

67. CHLIC denies the allegations in Paragraph 67.

68. CHLIC denies the allegations in Paragraph 68.

69. CHLIC admits the allegations in Paragraph 69.

70. To the extent that Paragraph 70 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 70, and further denies that facts exist that would entitle Plaintiffs to assert claims on behalf of the putative Class.

71. To the extent that Paragraph 71 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 71, and further denies that facts exist that would entitle Plaintiffs to assert claims on behalf of the putative Class.

72. To the extent that Paragraph 72 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 72, and further denies that facts exist that would entitle Plaintiffs to assert claims on behalf of the putative Class.

73. Paragraph 73 purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents.

74. Paragraph 74 purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents.

75. Paragraph 75 purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC denies the remaining allegations in Paragraph 75.

76. Paragraph 76 purports to characterize and partially quote documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents.

77. Paragraph 77 purports to characterize and partially quote a document, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the document.

78. Paragraph 78 purports to characterize and partially quote a document, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the document.

79. Paragraph 79 purports to characterize and partially quote documents, the terms of which speak for themselves, and additionally contains only legal conclusions; thus, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 79. CHLIC also denies any allegation that it breached any fiduciary duties in processing the disputed claims at issue.

80. CHLIC states that claims for services or equipment provided through CareCentrix, Linkia, and eviCore are paid in accordance with CHLIC and/or its affiliates' contracted rates with those vendors. CHLIC denies that the information received from CareCentrix, Linkia, and eviCore is insufficient to calculate plan payments and cost-share in accordance with the terms of plans for which CHLIC administers claims. CHLIC denies the remaining allegations in Paragraph 80.

81. Paragraph 81 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 81. CHLIC further states that claims for services or supplies provided through CareCentrix, eviCore, and Linkia are paid in accordance with the contracted rates in CHLIC's and/or its affiliates' contracts with those vendors. CHLIC denies the remaining allegations in Paragraph 81.

82. Paragraph 82 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 82.

83. Paragraph 83 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 83.

84. Paragraph 84 purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 84.

85. Paragraph 85 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 85.

86. Paragraph 86 purports to characterize and partially quote a document, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the document.

87. Paragraph 87 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 87.

88. Paragraph 88 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 88. CHLIC also denies that it failed to establish and maintain reasonable claims procedures with respect to the disputed claims.

89. Paragraph 89 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 89. CHLIC also denies that it violated 29 C.F.R. § 2560-503-1(g) with respect to the disputed claims.

90. Paragraph 90 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a



response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 90. CHLIC also denies that it violates 29 C.F.R. § 2560-503-1(b)(3) with respect to the disputed claims or that it intentionally and fraudulently violated its obligations to follow reasonable claim procedures with respect to the disputed claims.

91. CHLIC admits that Plaintiffs are participants in employee welfare benefit plans, as that term is defined in 29 U.S.C. § 1002(1)(A), insured or administered by CHLIC to provide Plaintiffs with benefits coverage related to medical care. CHLIC further admits that Plaintiffs purport to bring claims on behalf of an ERISA subclass. CHLIC denies the remaining allegations in Paragraph 91.

92. Paragraph 92 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 92.

93. Paragraph 93 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 93.

94. Paragraph 94 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies that it violated any fiduciary duty that it owed.

95. Paragraph 95 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC admits that it exercised discretionary authority or control under certain of the health benefit plans for which it administered claims pursuant to the terms of the governing plan documents, the terms of which speak for themselves, and CHLIC denies any

characterization contrary to the terms of those documents and denies the remaining allegations in Paragraph 95 and subparts (a) through (o).

96. To the extent that Paragraph 96 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents.

97. Paragraph 97 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 97.

98. Paragraph 98 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 98.

99. Paragraph 99 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 99 and subparts (a) through (b).

100. Paragraph 100 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 100.

101. Paragraph 101 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 101.

102. CHLIC denies the allegations in Paragraph 102.

103. The first and second sentences of Paragraph 103 assert legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in the first and second sentences of Paragraph 103. CHLIC denies the remaining allegations in Paragraph 103.

104. CHLIC denies the allegations in Paragraph 104.

105. CHLIC denies the allegations in Paragraph 105.

106. CHLIC denies the allegations in Paragraph 106.

107. CHLIC denies the allegations in Paragraph 107.

108. Paragraph 108 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 108.

109. CHLIC denies the allegations in Paragraph 109.

110. Paragraph 110 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 110.

111. Paragraph 111 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 111.

112. Paragraph 112 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 112.

113. Paragraph 113 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies that it violated any fiduciary duty that it owed.

114. Paragraph 114 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a

response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 114.

115. Paragraph 115 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 115.

116. Paragraph 116 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 116.

117. Paragraph 117 asserts conclusions of law to which no responsive pleading is required. To the extent a response is required, CHLIC denies that it violated any fiduciary duty it owed.

118. Paragraph 118 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 118.

119. CHLIC denies the allegations in Paragraph 119 and subparts (a) through (r).

120. CHLIC denies the allegations in Paragraph 120.

121. CHLIC admits that Plaintiffs purport to bring their claims as a class action under Federal Rule of Civil Procedure 23 on behalf of the proposed class stated in Paragraph 121. CHLIC denies that class certification is appropriate in this matter.

122. CHLIC admits that Plaintiffs purport to bring their claims as a class action under Federal Rule of Civil Procedure 23 on behalf of the proposed subclasses stated in Paragraph 122. CHLIC denies that class certification is appropriate in this matter.

123. CHLIC admits that Plaintiffs purport to reserve the right to refine the putative Class and Subclasses prior to certification. CHLIC denies that class certification is appropriate in this matter.

124. Paragraph 124 asserts legal conclusions to which no response is required. To the extent that a response is required, CHLIC denies that class certification is appropriate in this matter.

125. CHLIC admits that Plaintiffs purport to exclude certain entities and individuals from the putative Class. CHLIC denies that class certification is appropriate in this matter.

126. Paragraph 126 asserts legal conclusions to which no response is required. To the extent that a response is required, CHLIC denies that class certification is appropriate in this matter and further denies the remaining allegations of Paragraph 126.

127. Paragraph 127 asserts legal conclusions to which no response is required. To the extent that a response is required, CHLIC denies that class certification is appropriate in this matter and further denies the remaining allegations of Paragraph 127.

128. Paragraph 128 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies that class certification is appropriate and further denies the remaining allegations in Paragraph 139.

129. Paragraph 129 and subparts (a) through (o) assert legal conclusions to which no response is required. To the extent a response is required, CHLIC denies that class certification is

appropriate in this matter and further denies the remaining allegations in Paragraph 129 and subparts (a) through (o).

130. Paragraph 130 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies that class certification is appropriate in this matter and further denies the remaining allegations in Paragraph 130.

131. Paragraph 131 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies that class certification is appropriate in this matter and further denies the remaining allegations in Paragraph 131.

132. Paragraph 132 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC admits that Plaintiffs purport to bring their claims as a class action under Federal Rule of Civil Procedure 23, but denies that class certification is appropriate in this matter and further denies the remaining allegations of Paragraph 132.

133. CHLIC states that Federal Rule of Civil Procedure 23 speaks for itself and denies any allegation inconsistent with its terms. CHLIC otherwise states that Paragraph 133 contains legal conclusions to which no response is required. To the extent a response is required, CHLIC admits that Plaintiffs purport to bring their claims as a class action under Federal Rule of Civil Procedure 23, but denies that class certification is appropriate in this matter and further denies the remaining allegations in Paragraph 133.

134. Paragraph 134 contains legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 134.

135. Paragraph 135 contains legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 135.

136. Paragraph 136 contains legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 136.

137. Paragraph 137 contains legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 137.

138. Paragraph 138 contains legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 138.

139. Paragraph 139 contains legal conclusions and purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 139.

140. Paragraph 140 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 140.

141. CHLIC denies the allegations in Paragraph 141.

142. CHLIC denies the allegations in Paragraph 142.

143. CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 143 and therefore denies those allegations.

144. CHLIC states that Plaintiffs and other members of health benefits plans for which CHLIC administers claims may be responsible for certain amounts set forth in their plans for health services and equipment. CHLIC denies the remaining allegations in Paragraph 144.

145. CHLIC denies the allegations in Paragraph 145.

146. To the extent that Paragraph 146 purports to characterize documents, the terms of which speak for themselves, no response is required. To the extent a response is required, CHLIC denies any characterization contrary to the terms of the documents. CHLIC states that claims for services or equipment provided through CareCentrix, Linkia, and eviCore are paid in accordance with CHLIC and/or its affiliates' contracted rates with those vendors. CHLIC denies that the information received from CareCentrix, Linkia, and eviCore is insufficient to calculate plan payments and cost-share in accordance with the terms of the plans for which CHLIC administers claims. CHLIC denies the remaining allegations in Paragraph 146.

147. CHLIC denies the allegations in Paragraph 147.

148. CHLIC denies the allegations in Paragraph 148.

149. CHLIC denies the allegations in Paragraph 149.

150. CHLIC denies the allegations in Paragraph 150.

151. CHLIC denies any allegation of the existence of a fraudulent billing scheme. CHLIC otherwise lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 151 and therefore denies those allegations.

152. CHLIC denies the allegations in Paragraph 152.



153. CHLIC denies the allegations in Paragraph 153.

154. CHLIC denies the allegations in Paragraph 154.

155. Paragraph 155 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 155.

156. Paragraph 156 asserts legal conclusions and purports to characterize a judicial opinion, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the judicial opinion and denies the remaining allegations in Paragraph 156.

157. The last sentence of Paragraph 157 asserts legal conclusions to which no response is required. CHLIC denies the allegations in Paragraph 157.

## COUNT I

### **ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B) on Behalf of the Class**

158. CHLIC incorporates its responses to the previous Paragraphs as though fully set forth herein.

159. Paragraph 159 purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 159.

160. CHLIC denies the allegations in Paragraph 160.

161. CHLIC denies the allegations in Paragraph 161.

162. CHLIC denies the allegations in Paragraph 162 and subparts (a) through (e).

**COUNT II**

**ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3)  
for Violations of ERISA § 406(a)(1)(C) & (D), 29 U.S.C. § 1106(a)(1)(C) & (D)  
on Behalf of the ERISA Subclass**

163. CHLIC incorporates its responses to the previous Paragraphs as though fully set forth herein.

164. Paragraph 164 purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 164.

165. Paragraph 165 purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 165.

166. Paragraph 166 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 166.

167. CHLIC denies the allegations in Paragraph 167.

168. Paragraph 168 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 168.

169. Paragraph 169 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a

response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 169.

170. CHLIC denies the allegations in Paragraph 170.

171. CHLIC denies the allegations in Paragraph 171.

172. CHLIC denies the allegations in Paragraph 172.

173. CHLIC denies the allegations in Paragraph 173.

174. Paragraph 174 purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 174.

175. CHLIC denies the allegations in Paragraph 175 and subparts (a) through (j).

### COUNT III

**ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3)  
for Violations of ERISA § 406(b), 29 U.S.C. § 1106(b)  
on Behalf of the ERISA Subclass**

176. CHLIC incorporates its responses to the previous Paragraphs as though fully set forth herein.

177. Paragraph 177 purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 177.

178. The first sentence of Paragraph 178 asserts legal conclusions to which no response is required. CHLIC denies the allegations in the second sentence of Paragraph 178.

179. Paragraph 179 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 179.

180. CHLIC denies the allegations in Paragraph 180.

181. CHLIC denies the allegations in Paragraph 181.

182. CHLIC denies the allegations in Paragraph 182.

183. Paragraph 183 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 183.

184. CHLIC denies the allegations in Paragraph 184 and subparts (a) through (k).

#### **COUNT IV**

#### **ERISA § 502(a)(2) and (3), 29 U.S.C. § 1132(a)(2) and (3) for Violations of ERISA § 404, 29 U.S.C. § 1104 on Behalf of the ERISA Subclass**

185. CHLIC incorporates its responses to the previous Paragraphs as though fully set forth herein.

186. Paragraph 186 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 186.

187. CHLIC denies the allegations in Paragraph 187.

188. CHLIC denies the allegations in Paragraph 188.

189. Paragraph 189 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 189.

190. CHLIC denies the allegations in Paragraph 190.

191. CHLIC denies the allegations in Paragraph 191.

192. CHLIC denies the allegations in Paragraph 192.

193. CHLIC denies the allegations in Paragraph 193.

194. CHLIC denies the allegations in Paragraph 194.

195. Paragraph 195 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 195.

196. Paragraph 196 asserts legal conclusions and purports to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 196.

197. Paragraph 197 asserts legal conclusions and purports to characterize and partially quote a statute, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 197.

198. CHLIC denies the allegations in Paragraph 198 and subparts (a) through (k).

## **COUNT V**

### **For Violating RICO, 18 U.S.C. § 1962(c) on Behalf of the Class**

199. CHLIC incorporates its responses to the previous Paragraphs as though fully set forth herein.

200. Paragraph 200 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 200.

201. Paragraph 201 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 201.

202. Paragraph 202 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 202.

203. Paragraph 203 contains legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 203.

204. Paragraph 204 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 204.

205. Paragraph 205 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 205.

206. Paragraph 206 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 206.

207. CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 207, and CHLIC denies the allegations in Paragraph 207.

208. CHLIC denies the allegations in Paragraph 208.

209. Paragraph 209 asserts legal conclusions to which no response is required. To the extent that a response is required, CHLIC lacks information or knowledge sufficient to form a belief as to the truth of the allegations in the first and second sentences of Paragraph 222, and CHLIC denies the allegations of Paragraph 209 on this basis.

210. CHLIC denies the allegations in Paragraph 210.

211. CHLIC denies the allegations in Paragraph 211.

212. CHLIC denies the allegations in Paragraph 212.

213. CHLIC denies the allegations in Paragraph 213.

214. CHLIC denies the allegations in Paragraph 214.

215. CHLIC denies the allegations in Paragraph 215.

216. CHLIC denies the allegations in Paragraph 216.
217. CHLIC denies the allegations in Paragraph 217.
218. CHLIC denies the allegations in Paragraph 218.
219. CHLIC denies the allegations in Paragraph 219.
220. CHLIC denies the allegations in Paragraph 220.
221. CHLIC denies the allegations in Paragraph 221.
222. CHLIC denies the allegations in Paragraph 222.
223. CHLIC denies the allegations in Paragraph 223.
224. CHLIC denies the allegations in Paragraph 224.
225. CHLIC denies the allegations in Paragraph 225.
226. CHLIC denies the allegations in Paragraph 226.
227. CHLIC denies the allegations in Paragraph 227.
228. CHLIC denies the allegations in Paragraph 228.
229. CHLIC denies the allegations in Paragraph 229.
230. CHLIC denies the allegations in Paragraph 230.
231. CHLIC denies the allegations in Paragraph 231.
232. CHLIC denies the allegations in Paragraph 232.
233. CHLIC denies the allegations in Paragraph 233.
234. CHLIC denies the allegations in Paragraph 234.
235. CHLIC denies the allegations in Paragraph 235.

**COUNT VI**

**Breach of Contract  
on Behalf of the State Law Subclass**

236. CHLIC incorporates its responses to the previous Paragraphs as though fully set forth herein.

237. CHLIC admits that it is a global health services organization and that CHLIC provides and administers certain health benefit plans. CHLIC denies the remaining allegations in Paragraph 237.

238. Paragraph 238 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 238.

239. Paragraph 239 purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 239.

240. Paragraph 240 purports to characterize documents, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, CHLIC denies any characterization contrary to the terms of the documents and denies the remaining allegations in Paragraph 240.

241. Paragraph 241 asserts legal conclusions to which no response is required. To the extent a response is required, CHLIC denies the allegations in Paragraph 241.

242. CHLIC denies the allegations in Paragraph 242.

243. CHLIC denies the allegations in Paragraph 243.



### **PRAYER FOR RELIEF**

WHEREFORE, CHLIC respectfully requests this Court enter judgment in CHLIC's favor on all counts of the Complaint, together with an award in CHLIC's favor for its attorneys' fees, costs, and all such other legal and equitable relief as this Court deems just and proper.

### **AFFIRMATIVE DEFENSES**

1. Cigna Health and Life Insurance Company, together with its affiliates (collectively, "Cigna"), administers claims for self-insured and fully insured healthcare benefits plans. For certain types of specialty services, Cigna contracts with entities that arrange for plan members to receive healthcare services through their own networks of contracted healthcare professionals or entities. For instance, Cigna has a relationship with defendant CareCentrix pursuant to which members of plans for which CHLIC administers claims can receive, on an in-network basis, durable medical equipment, home healthcare, and home infusion services from health care professionals and/or entities who contract with CareCentrix. The relationship benefits plan sponsors because CareCentrix's specialized knowledge about home healthcare services generates efficiencies in contracting, credentialing, and the services provided by its contracted providers, all of which ultimately saves plan sponsors and their members money. Cigna's relationship with CareCentrix also benefits members by increasing access to home healthcare products and services at reduced rates through CareCentrix's extensive network of providers. Members also benefit from better quality of care through CareCentrix's oversight of its providers' services, including CareCentrix's services that ensure that a member is properly using durable medical equipment supplied through CareCentrix's contracted professionals or entities.

2. Plaintiffs assert a litany of ERISA and RICO claims challenging Cigna's relationships with CareCentrix, eviCore, and Linkia, claiming that these arrangements cause members to overpay for healthcare services because the members' share of costs for those services

are calculated based on the agreed upon price between Cigna and the manager rather than the generally lower price paid by the manager to the treating provider. But Plaintiffs' claims suffer from a long list of defects, including because Cigna's plans expressly allow Cigna to calculate benefits based on the rates paid to alleged "Managers," rather than the amounts providers contracted with these entities may charge the entities for their services, Cigna's agreements with ASO plan sponsors likewise expressly disclose how Cigna will pay for services provided and/or arranged through entities like CareCentrix, eviCore, and Linkia, and Cigna was at all times acting in good faith when it determined benefit payments for claims provided through these arrangements.

3. Therefore, CHLIC, by its attorneys, hereby submits the following defenses to the Complaint, without regard to which party may bear the burden of proof as to each defense:

Defense 1. The Complaint fails to state a claim upon which relief may be granted.

Defense 2. The claims of Plaintiffs and/or other members of the putative Class are barred, in whole or in part, by their lack of Article III constitutional standing as neither they nor any putative Class or Subclass member has suffered any injury from the alleged conduct, including because they did not suffer any out-of-pocket loss from the alleged conduct.

Defense 3. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by their lack of right to bring claims on behalf of the Plans under ERISA § 502(a)(2), 29 U.S.C. § 1132(a)(2).

Defense 4. Plaintiffs' claims are barred, in whole or in part, to the extent they failed to exhaust their plans' administrative remedies and failed to avail themselves of the applicable claims and appeal procedures set forth in their plans. Plaintiffs attempt to circumvent this failure by claiming that exhaustion would be futile (Compl. ¶¶ 134-149), but that position is unsupported in

law, by the circumstances of Plaintiffs' claims determinations, and by the allegations pleaded in the Complaint.

Defense 5. Plaintiffs' claims, and the claims of each putative Class or Subclass member, are barred, in whole or in part, by the applicable statute of limitations or statute of repose, including, but not limited to, ERISA § 413, 29 U.S.C. § 1113, and/or limitations periods under the terms of their plans, which upon information and belief independently limit the time period during which a plan participant may bring a claim for plan benefits and/or to assert plan rights.

Defense 6. The purported relief sought by Plaintiffs in the Complaint is not recoverable under ERISA, including because such relief does not constitute "appropriate equitable relief" under ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3) and because ERISA does not permit recovery of punitive damages.

Defense 7. CHLIC was not, or was not acting as, a fiduciary within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1102(21)(A), with respect to all or some of the purported misconduct alleged by Plaintiffs. For instance, Plaintiffs' claims challenge Cigna's business decision about structuring its provider network and calculation of benefits pursuant to plan terms, but neither constitutes a fiduciary act.

Defense 8. To the extent that Plaintiffs' claims, and the claims of each putative Class or Subclass member, raise issues of plan design, amendment or termination, CHLIC is immune from fiduciary liability under the settlor function doctrine.

Defense 9. Plaintiffs' claims and those of any putative Class or Subclass member do not involve plan assets within the meaning of ERISA, including 29 U.S.C. § 1002(42).

Defense 10. Plaintiffs' claims and the claims of the putative Class or Subclass members are barred because CHLIC complied with the terms of their plans and governing plan documents.

Defense 11. The determinations by CHLIC about Plaintiffs' and the putative Class or Subclass members' health care services and CHLIC's interpretation of the plans' terms are entitled to deference, and at all times CHLIC acted within the scope of its discretion under the plans.

Defense 12. No benefits are owed to Plaintiffs under the terms and conditions of the applicable plans and thus Plaintiffs are not entitled to benefits based on the discounted rate they allege.

Defense 13. Plaintiffs' claims under ERISA are barred because Cigna's determination of benefits under all of the circumstances was reasonable and was not arbitrary, capricious, unreasonable, or erroneous as a matter of law.

Defense 14. Plaintiffs' claims, and the claims of each putative Class or Subclass member, are barred because the plans have not suffered any actual injury or damage.

Defense 15. Plaintiffs and/or the putative Class or Subclass members failed to mitigate any and all damages or losses claimed by them.

Defense 16. If Plaintiffs and/or the putative Class or Subclass members suffered harm as alleged in the Complaint, which CHLIC specifically denies, that harm is attributable in whole or in part to conduct of Plaintiffs and/or other persons or entities other than CHLIC.

Defense 17. Plaintiffs' claims are barred to the extent CHLIC has no duty to disclose any policies or practices related to the pricing of healthcare services or products, or any other subject matter of this action.

Defense 18. Plaintiffs are not entitled to certification of this action as a class action because they cannot satisfy the requirements of Federal Rule of Civil Procedure 23(a) or (b) in this case. *See, e.g., Negron v. Cigna Health & Life Ins. Co.*, 2021 WL 2010788, at \*1 (D. Conn. May 20, 2021) (“[P]laintiffs could not demonstrate commonality or predominance because ‘there are

material differences in language among the thousands of health plans at issue in this action that govern whether the plaintiffs have suffered the same injury or any injury at all.””).

Defense 19. Any losses alleged by Plaintiffs were not caused by any fault, act or omission by CHLIC, as set forth in ERISA § 409(a), 29 U.S.C. § 1109(a) and elsewhere, but were caused by circumstances, entities or persons, including Plaintiffs, for which CHLIC is not responsible and cannot be held liable.

Defense 20. CHLIC received no benefit as a result of any of the transactions alleged in the Complaint and engaged in no prohibited transactions within the meaning of ERISA § 406, 29 U.S.C. § 1106.

Defense 21. There was no plan transaction within the meaning of ERISA § 406, 29 U.S.C. § 1106 and Plaintiffs’ allegation that they were forced to pay a “Spread” for covered services under their plans is not enough to plead CHLIC engaged in a prohibited transaction.

Defense 22. To the extent that Plaintiffs can establish any transactions prohibited by ERISA § 406, 29 U.S.C. § 1106, some or all of those claims are barred under the exemptions set forth in ERISA § 408, 29 U.S.C. § 1108.

Defense 23. Some or all of Plaintiffs’ claims, and the claims of each putative Class or Subclass member, are barred under ERISA § 502(a)(1)(B) because CHLIC is not the designated plan administrator.

Defense 24. The RICO claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, because they sound in contract rather than tort.

Defense 25. The RICO claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the economic loss rule, or other similar doctrines.

Defense 26. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of the existence of an “enterprise” for the purposes of RICO.

Defense 27. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, because CHLIC did not conduct the affairs of any “enterprise” for purposes of RICO, including because Plaintiffs have not pled anywhere in the Complaint that CHLIC had any involvement with the alleged managers’ network of providers or that Cigna had anything other than ordinary commercial relationships with the alleged Managers, whereby CHLIC and/or the alleged Managers contract with providers for the provision of home health services or products to members of plans for which CHLIC administers claims in exchange for a fee.

Defense 28. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of a pattern of racketeering activity under RICO. Plaintiffs rely on vague, broad, and conclusory statements about garden variety commercial activity that do not state a *prima facie* claim for wire or mail fraud under Rule 8, let alone satisfy Rule 9(b).

Defense 29. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of a conspiracy, including a lack of agreement to commit any unlawful predicate acts necessary to establish a valid RICO claim under 18 U.S.C. § 1962(d).

Defense 30. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of any predicate acts, including the absence of any acts constituting mail or wire fraud, necessary to establish a RICO claim.

Defense 31. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, because CHLIC owed no duty to disclose to Plaintiffs and/or other members of the putative class the information allegedly omitted.

Defense 32. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, because any representations or statements alleged to have been made by CHLIC were true and accurate at the time made and/or otherwise were made in good faith and with a reasonable belief as to their validity and accuracy and with a reasonable belief that all of CHLIC's conduct was lawful.

Defense 33. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of reliance on the purported misrepresentations and/or omissions.

Defense 34. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the doctrines of actual or presumed knowledge, and/or the doctrine of acquiescence.

Defense 35. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, because through actions or omissions they have expressly or implicitly consented to and ratified the conduct upon which their claims are based.

Defense 36. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of any material misrepresentations, misleading disclosures, and/or omissions made by CHLIC to Plaintiffs and/or other members of the putative class upon which Plaintiffs and/or other members of the putative class could have reasonably or justifiably relied.

Defense 37. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, to the extent the alleged injuries and/or damages, if any, were not caused in fact or proximately caused by any acts and/or omissions by CHLIC.

Defense 38. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of a scheme to defraud, including the absence of fraudulent intent, necessary to establish a RICO claim.

Defense 39. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, because CHLIC did not intend to and/or did not obtain money or property by means of materially false or fraudulent pretenses or representations.

Defense 40. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the lack of standing to pursue RICO claims against CHLIC.

Defense 41. The claims of Plaintiffs and/or other members of the putative Class or Subclass are barred, in whole or in part, by the absence of clear and convincing evidence of mail or wire fraud.

Defense 42. Plaintiffs' request for equitable relief under ERISA § 502(a)(3) is barred because ERISA § 502(a)(1)(B) provides adequate remedies under the law.

Defense 43. Plaintiffs' claims are barred in whole or in part to the extent Plaintiffs waived any right to assert those claims.

Defense 44. Plaintiffs' claims are barred because Plaintiffs seek relief, including removing CHLIC as plan administrator and disbursements of plan assets, that Plaintiffs cannot be afforded without the participation of entities that sponsor Cigna's plans.



Defense 45. Plaintiffs' claims for benefits are barred, in whole or in part, because the requisite conditions precedent and/or subsequent to each of their alleged entitlement to such benefits did not occur.

Defense 46. Plaintiffs' claims are barred, or recovery reduced, by the doctrines of estoppel and/or offset.

**Reservation of Rights**

CHLIC reserves the right to amend and/or supplement this Answer and these Affirmative Defenses as may be warranted by future discovery or investigation in this action and otherwise in the interests of justice.

Dated: March 10, 2023

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that, on March 10, 2023, a true and correct copy of the foregoing document was electronically filed with the Clerk of the United States District Court of the District of Connecticut, which will therefore be served electronically upon all counsel of record via this Court's CM/ECF system.

*/s/ Joshua B. Simon*

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Joshua B. Simon