

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

_____)	
SADIE BENNETT and MELISSA)	
MANNINO, Individually and on)	
Behalf of All Others Similarly Situated,)	
)	
<i>Plaintiffs,</i>)	Civil Action No. 3:19-185-SDD-RLB
)	
v.)	
)	
LOUISIANA HEALTH SERVICE &)	
INDEMNITY COMPANY (doing)	
Business as BLUE CROSS AND)	
BLUE SHIELD OF LOUISIANA),)	
)	
<i>Defendant.</i>)	
_____)	

ANSWER TO AMENDED COMPLAINT-CLASS ACTION

Defendant Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (“BCBSLA”) answers the Complaint-Class Action (“Complaint” or “Compl.”) as follows.

BCBSLA responds generally that the headings in the Complaint do not constitute allegations of fact requiring a response, but to the extent the headings may be construed as allegations of fact, BCBSLA denies each and every such allegation.

To the extent the Complaint attempts to characterize certain alleged facts, BCBSLA responds generally that such allegations constitute mere pejoratives or conclusions of law and do not constitute allegations of fact requiring a response; but to the extent such allegations may be construed as allegations of fact, BCBSLA objects to and denies each and every such allegation, and incorporates by reference this response in each paragraph below as if set forth fully therein.

In response to Plaintiffs' unnumbered introductory paragraph, BCBSLA admits that Plaintiffs bring purported claims against BCBSLA, but denies the legal sufficiency of these claims. BCBSLA otherwise states that it is without sufficient knowledge or information to form a belief regarding the truth of the allegations of this paragraph and, on that basis, denies them.

INTRODUCTION

2. BCBSLA admits that for some period or periods of time Plaintiffs were enrolled in and received prescription drug benefits through health benefit plans insured and administered by BCBSLA and that Plaintiffs purport to bring claims on behalf of themselves and a purported class of members. BCBSLA otherwise states that Paragraph 2 contains legal conclusions for which no response is required. To the extent a response is required, BCBSLA denies the remaining allegations.

3. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 3 and, on that basis, denies them.

4. BCBSLA admits that it insures and/or administers health benefit plans that may, depending on the plan, include prescription drug benefits. BCBSLA admits that health benefit plans and/or other agreements related to the administration of health benefit plans set forth the applicable coverage terms. Responding further, BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the remaining allegations of Paragraph 4 and, on that basis, denies them.

5. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 5 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans. Otherwise denied, including the

allegations that BCBSLA overcharged patients and causes pharmacies to misrepresent cost-sharing amounts.

6. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 6 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans. Otherwise denied, including the allegation that BCBSLA overcharged patients.

7. Denied.

8. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 8 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

9. Admitted that Plaintiff Bennett's cost-sharing responsibility for a prescription drug on November 20, 2017, was \$123.96. Otherwise denied.

10. Paragraph 10 states legal conclusions for which no response is required. To the extent a response is required, denied.

11. Paragraph 11 states legal conclusions for which no response is required. To the extent a response is required, denied.

12. Paragraph 12 states legal conclusions for which no response is required. To the extent a response is required, denied.

13. Denied.

14. The last two sentences are denied. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the remaining allegations of Paragraph 14 and, on that basis, denies them.

15. Denied.

16. The last sentence is denied. The remainder of Paragraph 16 states legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 16 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 16 to the extent these allegations are inconsistent with the actual text.

17. The last sentence is denied. The remainder of Paragraph 17 states legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 17 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 17 to the extent these allegations are inconsistent with the actual text.

18. The last sentence is denied. The remainder of Paragraph 18 states legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 18 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 18 to the extent these allegations are inconsistent with the actual text.

19. The last sentence is denied. The remainder of Paragraph 19 states legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 19 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 19 to the extent these allegations are inconsistent with the actual text.

20. BCBSLA admits that Plaintiffs purport to bring claims against BCBSLA on behalf of themselves and members of a purported class, but denies the legal sufficiency of these claims.

JURISDICTION

21. Paragraph 21 states legal conclusions for which no response is required. To the extent a response is required, BCBSLA denies that this Court has jurisdiction over Plaintiffs' request for injunctive relief, but does not otherwise dispute the jurisdiction of the Court to hear this matter.

22. Paragraph 22 states legal conclusions for which no response is required. To the extent a response is required, BCBSLA admits that it is a resident of the United States. BCBSLA admits that it is authorized to do business in the State of Louisiana and conducts business in the State of Louisiana and in this judicial district. BCBSLA admits that it advertises and promotes its services in the State of Louisiana and in this judicial district. BCBSLA admits that it is engaged in the business of providing health insurance, administration of health benefit plans and other related services.

23. Paragraph 23 states legal conclusions for which no response is required. To the extent a response is required, BCBSLA does not dispute venue in this judicial district.

PARTIES AND NON-PARTIES

24. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 24 regarding Plaintiffs' citizenship and, on that basis, denies them. BCBSLA admits that Plaintiffs received prescription drug benefits through health benefit plans administered by BCBSLA. Responding further, the particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 24 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans. Responding further, Paragraph 24 states legal conclusions for which no response is required. To the extent a response is required, BCBSLA admits that the

health benefit plans are subject to ERISA. Otherwise denied, including that Plaintiff paid inflated amounts.

25. Denied.

SUBSTANTIVE ALLEGATIONS

Health plans in the United States

26. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 26 and, on that basis, denies them.

27. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 27 and, on that basis, denies them.

28. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 28 and, on that basis, denies them.

The pharmacy benefits industry

29. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 29 and, on that basis, denies them.

30. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 30 and, on that basis, denies them.

31. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 31 and, on that basis, denies them.

32. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 32 and, on that basis, denies them.

33. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 33 and, on that basis, denies them.

34. Admitted that the pharmacy retains all amounts paid to it by the patient.

Otherwise denied.

The relevant contractual relationships

35. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 35 and, on that basis, denies them.

36. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 36 and, on that basis, denies them.

Responding further, the illustration contained in Paragraph 36 is not an allegation of fact requiring a response.

(a) BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 36(a) and, on that basis, denies them.

(b) BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 36(b) and, on that basis, denies them.

(c) BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 36(c) and, on that basis, denies them.

37. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 37 and, on that basis, denies them.

Responding further, the illustration contained in Paragraph 37 is not an allegation of fact requiring a response.

38. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations contained in the first sentence of Paragraph 38 and, on that basis, denies them. The second sentence of Paragraph 38 states legal conclusions for which no response is required.

39. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations contained in the first sentence of Paragraph 39 and, on that basis, denies them. BCBSLA denies the allegations contained in the second sentence of Paragraph 39.

Plaintiffs' Plan

40. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 40 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

(a) The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 40(a) to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

(b) The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 40(b) to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

(c) The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 40(c) to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

(d) The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 40(d) to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

41. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 41 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

42. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 42 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

43. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 43 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

44. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 44 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

45. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 45 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

46. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 46 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

47. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 47 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

BCBS's Plans have standard terms

48. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 48 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

49. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 49 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

Plaintiffs' purchases

50. Admitted that Plaintiffs were enrolled in and received prescription drug benefits through health benefit plans administered by BCBSLA for some period or periods of time during which they from time to time purchased prescription drugs for which they held cost-sharing responsibilities. Otherwise denied.

51. Admitted that on each of October 27, 2017 and November 27, 2017, Plaintiff Bennett's cost-sharing responsibility for a prescription drug was \$123.96. Otherwise denied.

52. Admitted that on each of August 20, 2018 and October 3, 2018, Plaintiff Mannino's cost-sharing responsibility for a prescription drug was \$69.01. Otherwise denied.

53. Admitted that on July 19, 2018, Plaintiff Mannino's cost-sharing responsibility for a prescription drug was \$100.63. Otherwise denied.

54. Admitted that on May 14, 2018, Plaintiff Mannino's cost-sharing responsibility for a prescription drug was \$69.03. Otherwise denied.

55. Admitted that on April 9, 2018, Plaintiff Mannino's cost-sharing responsibility for a prescription drug was \$346.39. Otherwise denied.

56. Admitted that plaintiffs' cost-sharing responsibility for prescription drugs on the dates listed is represented by the amounts listed in the "cost share" column. Otherwise denied.

57. Paragraph 57 states legal conclusions for which no response is required. To the extent a response is required, denied.

**ADMINISTRATIVE REMEDIES INAPPLICABLE OR
DEEMED EXHAUSTED**

58. Paragraph 58 states legal conclusions for which no response is required. To the extent a response is required, denied.

The Plan's administrative remedies are inapplicable to overcharges

59. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 59 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

60. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 60 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

61. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations contained in the first sentence of Paragraph 61 and, on that basis, denies them. The remainder of Paragraph 61 is denied.

62. Denied.

Plaintiffs appealed

63. Denied.

64. As to the first sentence in Paragraph 64, admitted that BCBSLA received a letter dated December 5, 2018, purportedly from Plaintiff Bennett, but denied that the letter constituted an appeal. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the remaining allegations of Paragraph 64 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans. Otherwise denied.

65. BCBSLA denies the allegations contained in the first sentence of Paragraph 65. Admitted that BCBSLA sent Plaintiff Sadie Bennett a letter dated January 17, 2019 which

included with it a Prescription Drug Reimbursement claim form. The letter is the best evidence of its contents, and BCBSLA otherwise denies the allegations contained in the second sentence of Paragraph 65 to the extent these allegations are inconsistent with the contents of the letter. The remainder of Paragraph 65 states legal conclusions for which no response is required. To the extent a response is required, denied.

**BCBS PARTICIPANTS PAY UNDISCLOSED, UNAUTHORIZED
AND EXCESSIVE PRESCRIPTION DRUG COST SHARES**

- 66. Denied.
- 67. Denied.
- 68. Denied.
- 69. Denied.
- 70. Denied.
- 71. Denied.
- 72. Paragraph 72 is intentionally omitted and thus no response is required.
- 73. Paragraph 73 is intentionally omitted and thus no response is required.
- 74. Paragraph 74 is intentionally omitted and thus no response is required.
- 75. Paragraph 75 is intentionally omitted and thus no response is required.
- 76. The materials described in Paragraph 76 and n.7 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 76 to the extent these allegations are inconsistent with the actual materials. BCBSLA is otherwise without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 76 and, on that basis, denies them.
- 77. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 77 and, on that basis, denies them.

78. Paragraph 78 is intentionally omitted and thus no response is required.

DEFENDANT IS A FIDUCIARY AND PARTY IN INTEREST

79. BCBSLA admits that, during the time pertaining to Plaintiffs' purported claims, Plaintiffs were participants in a health benefit plan insured or administered by BCBSLA. BCBSLA otherwise states that Paragraph 79 contains legal conclusions for which no response is required. To the extent a response is required, BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 79 and, on that basis, denies them.

80. Paragraph 80 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 80 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 80 to the extent these allegations are inconsistent with the actual text.

81. Paragraph 81 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 81 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 81 to the extent these allegations are inconsistent with the actual text.

82. The particular health benefit plans are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 82 to the extent these allegations are inconsistent with the actual terms of the particular health benefit plans.

83. Admitted that BCBSLA is a fiduciary with respect to benefit determinations under the terms of the relevant health plans, but denied that BCBSLA is a fiduciary in any other respects. Otherwise, Paragraph 83 contains legal conclusions for which no response is required. To the extent a response is required, denied.

84. Admitted that BCBSLA is a fiduciary with respect to benefit determinations under the terms of the relevant health plans, but denied that BCBSLA is a fiduciary in any other respects. Otherwise, Paragraph 84 contains legal conclusions for which no response is required. To the extent a response is required, denied.

85. Paragraph 85 contains legal conclusions for which no response is required. To the extent a response is required, denied.

(a) Denied.

(b) Denied.

(c) Denied.

(d) Paragraph 85(d) is intentionally omitted and thus no response is required.

(e) Denied.

(f) Denied.

(g) Denied.

(h) Denied.

(i) Denied.

86. Paragraph 86 contains legal conclusions for which no response is required. To the extent a response is required, denied.

87. Denied.

88. Paragraph 88 contains legal conclusions for which no response is required. To the extent a response is required, denied.

89. Denied.

DEFENDANT'S ERISA DUTIES

90. Paragraph 90 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 90 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 90 to the extent these allegations are inconsistent with the actual text.

91. Paragraph 91 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 91 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 91 to the extent these allegations are inconsistent with the actual text.

92. Paragraph 92 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 92 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 92 to the extent these allegations are inconsistent with the actual text.

93. Paragraph 93 contains legal conclusions for which no response is required.

94. Paragraph 94 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 94 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 94 to the extent these allegations are inconsistent with the actual text.

95. Paragraph 95 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 95 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 95 to the extent these allegations are inconsistent with the actual text.

96. Paragraph 96 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 96 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 96 to the extent these allegations are inconsistent with the actual text.

97. Paragraph 97 contains legal conclusions for which no response is required.

98. Paragraph 98 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 98 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 98 to the extent these allegations are inconsistent with the actual text. Responding further, BCBSLA admits that Plaintiffs bring purported claims against BCBSLA, but denies the legal sufficiency of these claims. BCBSLA also denies that Plaintiff may plead their claims in the alternative under different subsections of ERISA § 502(a).

DEFENDANT BREACHED ITS FIDUCIARY DUTIES

99. Denied.
- (a) Denied.
 - (b) Denied.
 - (c) Denied.
 - (d) Denied.
 - (e) Denied.
 - (f) Denied.
 - (g) Denied.
 - (h) Denied.
 - (i) Denied.

(j) Denied.

(k) Denied.

CLASS ACTION ALLEGATIONS

100. BCBSLA admits that Plaintiffs have brought a purported class action. BCBSLA is otherwise without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 100 and, on that basis, denies them.

101. Paragraph 101 contains no factual allegations requiring a response. To the extent a response is required, denied.

102. Paragraph 102 contains no factual allegations requiring a response. To the extent a response is required, denied.

103. Paragraph 103 contains legal conclusions for which no response is required. To the extent a response is required, denied.

104. Paragraph 104 contains legal conclusions for which no response is required. To the extent a response is required, denied.

105. Paragraph 105 contains legal conclusions for which no response is required. To the extent a response is required, denied.

106. Paragraph 106 contains legal conclusions for which no response is required. To the extent a response is required, denied.

107. Paragraph 107 (including its subparts) contains legal conclusions for which no response is required. To the extent a response is required, denied.

108. BCBSLA is without sufficient knowledge or information to form a belief regarding the truth of the allegations of Paragraph 108 and, on that basis, denies them.

109. Paragraph 109 contains legal conclusions for which no response is required. To the extent a response is required, denied.

110. Paragraph 110 contains legal conclusions for which no response is required. To the extent a response is required, denied.

111. Paragraph 111 contains legal conclusions for which no response is required. To the extent a response is required, denied.

112. Paragraph 112 contains legal conclusions for which no response is required. To the extent a response is required, denied.

113. Paragraph 113 contains legal conclusions for which no response is required. To the extent a response is required, denied.

114. Paragraph 114 contains no factual allegations requiring a response. To the extent a response is required, denied.

THE STATUTE OF LIMITATIONS SHOULD BE TOLLED

115. Paragraph 115 contains legal conclusions for which no response is required. To the extent a response is required, denied.

116. Denied.

117. Denied.

118. Denied.

119. Paragraph 119 contains legal conclusions for which no response is required. To the extent a response is required, denied.

120. Paragraph 120 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 120 are the best

evidence of their contents, and BCBSLA denies the allegations of Paragraph 120 to the extent these allegations are inconsistent with the actual text.

121. The provisions in Public Law 115-263 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 121 to the extent these allegations are inconsistent with the actual text. The remainder of the allegations in Paragraph 121 are denied.

COUNTS

Count I

For Violations of ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B)

122. BCBSLA incorporates by reference its responses to Paragraphs 1-121 of the Complaint as if fully stated herein.

123. Paragraph 123 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 123 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 123 to the extent these allegations are inconsistent with the actual text.

124. Denied.

125. Paragraph 125 contains legal conclusions for which no response is required. To the extent a response is required, denied.

126. Paragraph 126 (including its subparts) contains legal conclusions for which no response is required. To the extent a response is required, denied.

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)

127. BCBSLA incorporates by reference its responses to Paragraphs 1-126 of the Complaint as if fully stated herein.

128. Paragraph 128 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 128 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 128 to the extent these allegations are inconsistent with the actual text.

129. Paragraph 129 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 129 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 129 to the extent these allegations are inconsistent with the actual text.

130. Paragraph 130 contains legal conclusions for which no response is required. To the extent a response is required, admitted that BCBSLA is a fiduciary with respect to benefit determinations under the terms of the relevant health plans, but denied that BCBSLA is a fiduciary in any other respects. Denied that BCBSLA is a party in interest against whom ERISA remedies are available.

131. Denied.

132. Paragraph 132 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 132 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 132 to the extent these allegations are inconsistent with the actual text.

133. Paragraph 133 contains legal conclusions for which no response is required. To the extent a response is required, denied.

134. Paragraph 134 contains legal conclusions for which no response is required. To the extent a response is required, denied.

135. Paragraph 135 contains legal conclusions for which no response is required. To the extent a response is required, denied.

136. Paragraph 136 contains legal conclusions for which no response is required. To the extent a response is required, denied.

137. Paragraph 137 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 137 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 137 to the extent these allegations are inconsistent with the actual text.

138. Paragraph 138 (including its subparts) contains legal conclusions for which no response is required. To the extent a response is required, denied.

Count III

ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3) for Violations of ERISA § 406(b)(1), (3), 29 U.S.C. § 1106(b)(1), (3)

139. BCBSLA incorporates by reference its responses to Paragraphs 1-138 of the Complaint as if fully stated herein.

140. Paragraph 140 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 140 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 140 to the extent these allegations are inconsistent with the actual text.

141. Admitted that BCBSLA is a fiduciary with respect to benefit determinations under the terms of the relevant health plans, but denied that BCBSLA is a fiduciary in any other respects. Denied that BCBSLA violated any provision of ERISA.

142. Paragraph 142 contains legal conclusions for which no response is required. To the extent a response is required, denied.

143. Paragraph 143 contains legal conclusions for which no response is required. To the extent a response is required, denied.

144. Paragraph 144 contains legal conclusions for which no response is required. To the extent a response is required, denied.

145. Paragraph 145 contains legal conclusions for which no response is required. To the extent a response is required, denied.

146. Paragraph 146 contains legal conclusions for which no response is required. To the extent a response is required, denied.

147. Paragraph 147 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 147 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 147 to the extent these allegations are inconsistent with the actual text.

148. Paragraph 148 (including its subparts) contains legal conclusions for which no response is required. To the extent a response is required, denied.

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

149. BCBSLA incorporates by reference its responses to Paragraphs 1-148 of the Complaint as if fully stated herein.

150. Paragraph 150 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 150 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 150 to the extent these allegations are inconsistent with the actual text.

151. Denied.

152. Paragraph 152 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 152 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 152 to the extent these allegations are inconsistent with the actual text.

153. Paragraph 153 contains legal conclusions for which no response is required. To the extent a response is required, denied.

154. Paragraph 154 contains legal conclusions for which no response is required. To the extent a response is required, denied.

155. Paragraph 155 contains legal conclusions for which no response is required. To the extent a response is required, denied.

156. Paragraph 156 contains legal conclusions for which no response is required. To the extent a response is required, denied.

157. Paragraph 157 contains legal conclusions for which no response is required. To the extent a response is required.

158. Paragraph 158 contains legal conclusions for which no response is required. To the extent a response is required, denied.

159. Paragraph 159 contains legal conclusions for which no response is required.

160. Paragraph 160 contains legal conclusions for which no response is required. To the extent a response is required, denied.

161. Paragraph 161 contains legal conclusions for which no response is required. To the extent a response is required, denied.

162. Paragraph 162 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 162 are the best

evidence of their contents, and BCBSLA denies the allegations of Paragraph 162 to the extent these allegations are inconsistent with the actual text.

163. Paragraph 163 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 163 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 163 to the extent these allegations are inconsistent with the actual text.

164. Paragraph 164 contains legal conclusions for which no response is required. To the extent a response is required, the statutory provisions described in Paragraph 164 are the best evidence of their contents, and BCBSLA denies the allegations of Paragraph 164 to the extent these allegations are inconsistent with the actual text.

165. Paragraph 165 (including its subparts) contains legal conclusions for which no response is required. To the extent a response is required, denied.

ANSWER TO PLAINTIFFS' PRAYER FOR RELIEF

Although Plaintiffs' Prayer for Relief contains no allegations of fact and, as such, does not require a response, BCBSLA denies that Plaintiffs are entitled to any relief either as requested in the Prayer for Relief or otherwise.

DEFENSES¹

First Defense

The Complaint fails, in whole or in part, to state claims upon which relief may be granted.

¹ BCBSLA does not concede that it carries the burden of proof on any of the following defenses.

Second Defense

Plaintiffs' damages, if any, were not caused by BCBSLA, but by other persons or entities for whom or for which BCBSLA is not responsible.

Third Defense

Plaintiffs' claims are barred by applicable contractual limitations periods, statute of limitations, or prescriptive periods.

Fourth Defense

Plaintiffs' claims, in whole or in part, are impermissibly duplicative.

Fifth Defense

Plaintiffs lack standing, including but not limited to the fact that Plaintiffs did not suffer an injury in fact.

Sixth Defense

Plaintiffs' claims, in whole or in part, lack an available remedy under ERISA.

Seventh Defense

Plaintiffs' claims, in whole or in part, fail because BCBSLA was not a fiduciary with respect to the relevant conduct.

Eighth Defense

Plaintiffs' claims, in whole or in part, are precluded or limited because Plaintiffs and members of the purported class have failed to exhaust administrative remedies.

Ninth Defense

Plaintiffs' claims for injunctive relief fail because, among other things, they fail to meet the equitable requirements for such relief.

Tenth Defense

The health benefit claims at issue were processed and properly paid in accordance with the terms of the applicable contracts, agreements and/or health benefit plans. Therefore, Plaintiffs' claims are barred under the doctrines of payment, release, accord and satisfaction, and/or novation.

Eleventh Defense

The purported class cannot be certified under Federal Rule of Civil Procedure 23 because, *inter alia*, the purported class, class representatives and/or class counsel fail to meet the typicality, commonality, adequacy, superiority, and predominance requirements for class actions.

Twelfth Defense

Plaintiffs' claims and those of the members of the purported class on whose behalf they purport to sue are precluded because the alleged conduct would have affected, if anyone, only an insubstantial number of putative class members.

RESERVATION OF DEFENSES

BCBSLA presently has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, defenses available. BCBSLA hereby gives notice that it intends to rely upon such other and further defenses as may become available or apparent during pretrial proceedings in this action and hereby reserves its right to amend this Answer and/or to assert additional defenses.

FURTHER answering the Complaint, BCBSLA denies each and every allegation of the Complaint not otherwise specifically admitted, and further denies that Plaintiffs are entitled to the relief sought in their Prayer for Relief, or to any relief whatsoever.

PRAYER

WHEREFORE, Defendant Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana respectfully requests that the Court dismiss the Complaint in its entirety, enter judgment on behalf of BCBSLA, and grant BCBSLA its fees, costs and expenses.

April 20, 2022

Respectfully submitted,

/s/ Anthony F. Shelley

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CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of April, 2022, a copy of the foregoing Defendant's Answer to Amended Complaint-Class Action was served via ECF on the following counsel of record:

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