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Cigna Corporation) and Cigna Health and Life
Insurance Company*

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SUZANNE KISTING-LEUNG, SAMANTHA
DABABNEH, RANDALL RENTSCH,
CRISTINA THORNHILL, AMANDA
BREDLOW, and ABDULHUSSEIN ABBAS,
individually and on behalf of all other similarly
situated,

Plaintiffs,

v.

CIGNA CORPORATION, CIGNA HEALTH
AND LIFE INSURANCE COMPANY, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 2:23-cv-01477-DAD-CSK

**CIGNA'S ANSWER TO PLAINTIFFS'
THIRD AMENDED COMPLAINT**

Defendants The Cigna Group (f/k/a Cigna Corporation) and Cigna Health and Life Insurance Company (together, “Cigna” or “Defendants”) hereby answer the Third Amended Complaint (“TAC”) (Dkt. 36) of Suzanne Kisting-Leung, Samantha Dababneh, Randall Rentsch, Cristina Thornhill, Amanda Bredlow, and Abdulhussein Abbas (collectively “Plaintiffs”) in the above-captioned action with the following responses numbered to correspond with the numbered paragraphs of the TAC. Cigna denies each and every allegation not expressly admitted below, including all allegations and legal conclusions contained in the TAC’s introductory paragraphs, headings, and titles.

INTRODUCTION¹

1. The allegations in Paragraph 1 assert legal conclusions, and thus no response is required. To the extent that a response is required, Cigna denies that any of its benefits determinations for Plaintiffs’ claims violated ERISA.² Cigna further refers to the Court’s Order, Dkt. No. 55, which dismissed all Plaintiffs’ 29 U.S.C. § 1132(a)(1)(B) claim; dismissed Plaintiffs’ 29 U.S.C. § 1132(a)(3) claim with respect to Plaintiffs Kisting-Leung, Thornhill, and Bredlow; and dismissed Plaintiffs’ UCL³ claim with respect to Plaintiffs Kisting-Leung, Thornhill, and Bredlow. Cigna denies the remaining allegations in Paragraph 1.

2. Cigna admits that it is a global health services organization and that Cigna provides administrative services to certain health benefit plans. Cigna denies the allegation that PxDx is an “algorithm.” The remaining allegations in Paragraph 2 assert legal conclusions to which no response is required, and also purport to characterize the terms of a document and a website, which speak for themselves, and thus no response is required; Cigna thus denies the remaining allegations in Paragraph 2 on this basis.

¹ Unless otherwise noted, all emphasis has been added, and all citations, alterations, and internal quotation marks have been omitted.

² For purposes of this Answer, “ERISA” refers to the Employee Retirement Income Security Act of 1974, 29 U.S.C. 1001, *et seq.*

³ For purposes of this Answer, “UCL” refers to California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200.

3. Paragraph 3 asserts legal conclusions and purports to characterize a website, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 3.

4. Cigna denies the allegations in Paragraph 4.

5. Paragraph 3 asserts legal conclusions and purports to characterize a website, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 5.

6. Cigna denies the allegations in Paragraph 6.

7. Cigna denies the allegations in Paragraph 7.

8. Cigna denies the allegations in Paragraph 8.

9. The allegations in Paragraph 9 assert legal conclusions, to which no response is required, and purport to characterize Cigna's policies and website, which speak for themselves and thus no response is required. To the extent that a response is required, Cigna denies any characterization contrary to the terms of Cigna's policies and website, and denies the remaining allegations in Paragraph 9.

10. Cigna admits that the named Plaintiffs purport to bring claims under ERISA. The remaining allegations in Paragraph 10 asserts legal conclusions and purports to characterize federal ERISA law, the terms of which speak for themselves, and thus no response is required. To the extent that a response is required, Cigna denies any characterization contrary to the terms of the ERISA statute, and denies the remaining allegations in Paragraph 10.

11. The allegations in Paragraph 11 assert legal conclusions and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 11.

12. The allegations in Paragraph 12 assert legal conclusions and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 12.

JURISDICTION AND VENUE

13. Cigna admits that the named Plaintiffs purport to bring claims under ERISA. The remaining allegations of Paragraph 13 assert legal conclusions and purport to characterize a federal

1 statute, 28 U.S.C. § 1331, the terms of which speak for themselves, and thus no response is required.
2 To the extent that a response is required, Cigna denies the allegations in Paragraph 13.

3 14. Paragraph 14 asserts legal conclusions and purports to characterize a federal statute,
4 28 U.S.C. § 1332(d), the terms of which speak for themselves, and thus no response is required. To
5 the extent that a response is required, Cigna denies any characterization contrary to the terms of the
6 statute and denies the remaining allegations in Paragraph 14.

7 15. The first and second sentences of Paragraph 15 assert legal conclusions and purport
8 to characterize a federal statute, 28 U.S.C. § 1391, the terms of which speak for themselves, and thus
9 no response is required. To the extent that a response is required, Cigna denies any characterization
10 contrary to the terms of the statute and otherwise denies the remaining allegations. As to the third
11 sentence of Paragraph 15, Cigna refers to the Court's Order, Dkt. No. 55, which dismissed claims
12 brought by Plaintiff Kisting-Leung, and thus no response to these allegations is required.

13 **THE PARTIES**

14 16. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by
15 Plaintiff Kisting-Leung, and thus no response to allegations in Paragraph 16 is required.

16 17. Cigna admits that Plaintiff Dababneh is a former beneficiary of a plan sponsored by
17 SunRun, Inc. and administered by Cigna. The remaining allegations in Paragraph 17 assert legal
18 conclusions and purport to characterize a statute, the terms of which speak for themselves, and thus
19 no response is required. To the extent a response is required, Cigna denies any characterization
20 contrary to the terms of the statute and denies the remaining allegation in Paragraph 17.

21 18. Cigna admits that Plaintiff Rentsch is a former beneficiary of a plan sponsored by
22 Lennar Homes, LLC and administered by Cigna. The remaining allegations in Paragraph 18 assert
23 legal conclusions and purport to characterize a statute, the terms of which speak for themselves, and
24 thus no response is required. To the extent a response is required, Cigna denies any characterization
25 contrary to the terms of the statute and denies the remaining allegations in Paragraph 18.

26 19. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by
27 Plaintiff Thornhill, and thus no response to allegations in Paragraph 19 is required.
28

20. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response to allegations in Paragraph 20 is required.

21. Cigna admits that Plaintiff Abbas is a former beneficiary of a plan sponsored by Anywhere Real Estate Group, LLC and administered by Cigna. The remaining allegations in Paragraph 21 assert legal conclusions and purport to characterize a statute, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies any characterization contrary to the terms of the statute and denies the remaining allegations in Paragraph 21.

22. Cigna admits that Cigna Health and Life Insurance Company has a place of business at 900 Cottage Grove Road, Bloomfield, Connecticut 06002. Cigna further admits that Cigna Health and Life Insurance Company conducts insurance operations in California, that Cigna Health and Life Insurance Company is a global health service organization, and that Cigna Health and Life Insurance Company provides administrative services to certain health benefit plans. Paragraph 22 otherwise asserts legal conclusions, and thus no response is required. To the extent that a response is required, Cigna denies the remaining allegations in Paragraph 22.

23. Cigna admits that Cigna Health and Life Insurance Company is a wholly owned subsidiary of Cigna Corporation that has a place of business at 900 Cottage Grove Road, Bloomfield, Connecticut 06002. Cigna admits that Cigna Health and Life Insurance Company provides administrative services to certain health benefit plans. Paragraph 23 otherwise asserts legal conclusions, and thus no response is required. To the extent that a response is required, Cigna denies the remaining allegations in Paragraph 23.

FACTUAL ALLEGATIONS

A. Background

24. Cigna admits that Cigna Health and Life Insurance Company offers and sells health coverage nationally and in California, including to the employer sponsors of Plans in which the named Plaintiffs are or were participants or beneficiaries.

25. Cigna lacks information or knowledge sufficient to form a belief as to the allegations in Paragraph 25 regarding whether Plaintiffs and Class members received plan documents explaining

1 the plan coverage available under their employer-sponsored plans, and therefore denies those
2 allegations on that basis. The remaining allegations in Paragraph 25 purport to characterize the terms
3 of benefit plan documents, the terms of which speak for themselves. To the extent that a response is
4 required, Cigna denies any characterization contrary to the terms of those documents, and Cigna
5 denies the remaining allegations in Paragraph 25.

6 26. Cigna admits that from July 24, 2019 to present, a number of Cigna members
7 submitted medical claims through their healthcare providers to be adjudicated by Cigna. The
8 remaining allegations in Paragraph 26 assert legal conclusions to which no response is required. To
9 the extent a response is required, Cigna denies the remaining allegations.

10 27. Paragraph 27 asserts legal conclusions and purports to characterize California
11 Insurance Regulations, Cal. Code Reg. tit. 10, § 2695.7(d), the terms of which speak for themselves,
12 and thus no response is required. To the extent that a response is required, Cigna denies any
13 characterization contrary to the terms of California Insurance Regulations referenced in Paragraph
14 27, and denies the remaining allegations in Paragraph 27.

15 28. Paragraph 28 asserts legal conclusions and purports to characterize California
16 Insurance Regulations, Cal. Code Reg. tit. 10, § 2695.7(d), the terms of which speak for themselves,
17 and thus no response is required. To the extent that a response is required, Cigna denies any
18 characterization contrary to the terms of California Insurance Regulations referenced in Paragraph
19 27, and denies the remaining allegations in Paragraph 28.

20 29. Cigna admits that it has used the PxDx claim review process to facilitate the payment
21 of high-volume, low-cost tests and treatments, and to determine whether claims for certain services
22 are medically necessary and thus covered by the applicable terms of the participant's or beneficiary's
23 Cigna-administered benefit plan and/or Cigna's coverage policies. Cigna denies the remaining
24 allegations in Paragraph 29.

25 30. The allegations in Paragraph 30 purport to characterize the terms of benefit plan
26 documents, the terms of which speak for themselves. To the extent that a response is required, Cigna
27 denies any characterization contrary to the terms of the benefit plan documents, and denies the
28 remaining allegations in Paragraph 30.

1 31. The allegations in Paragraph 31 purport to characterize the terms of benefit plan
2 documents, the terms of which speak for themselves. To the extent that a response is required, Cigna
3 denies any characterization contrary to the terms of the benefit plan documents, and denies the
4 remaining allegations in Paragraph 31.

5 32. Paragraph 32 asserts legal conclusions, and thus no response is required. To the extent
6 that a response is required, Cigna denies the allegations in Paragraph 32.

7 33. Paragraph 33 asserts legal conclusions and purports to characterize Cal. Code Regs.
8 tit. 10, § 26957(b)(1), the terms of which speak for themselves, and thus no response is required. To
9 the extent that a response is required, Cigna denies any characterization contrary to the terms of Cal.
10 Code Regs. tit. 10, § 26957(b)(1) in Paragraph 33.

11 34. Paragraph 34 asserts legal conclusions, and thus no response is required. To the extent
12 that a response is required, Cigna denies the allegations in Paragraph 34.

13 35. Paragraph 35 purports to characterize the terms of a Cigna website, the terms of which
14 speak for themselves. To the extent that a response is required, Cigna denies any characterization
15 contrary to the terms of the website, and denies the remaining allegations in Paragraph 35.

16 36. Paragraph 36 asserts legal conclusions and purports to characterize the federal ERISA
17 statute and unspecified California law, the terms of which speak for themselves, and thus no response
18 is required. To the extent that a response is required, Cigna denies the allegations in Paragraph 36.

19 37. Paragraph 37 asserts legal conclusions and purports to characterize California
20 Insurance Code § 790.03, the terms of which speak for themselves, and thus no response is required.
21 To the extent that a response is required, Cigna denies the allegations in Paragraph 37.

22 38. Paragraph 38 asserts legal conclusions, and thus no response is required. To the extent
23 that a response is required, Cigna denies the allegations in Paragraph 38.

24 **B. Plaintiff Suzanne Kisting-Leung**

25 39. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by
26 Plaintiff Kisting-Leung, and thus no response is required.

27 40. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by
28 Plaintiff Kisting-Leung, and thus no response is required.

41. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

42. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

43. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

44. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

45. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

46. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

47. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

48. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

49. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

50. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

51. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Kisting-Leung, and thus no response is required.

C. Plaintiff Samantha Dababneh

52. Cigna admits that Plaintiff Dababneh was a beneficiary of a plan administered by Cigna in 2023 through approximately November 2018, but denies that Plaintiff Dababneh is a current beneficiary in a plan administered by Cigna.

53. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 53 and therefore denies those allegations on that basis.

54. Cigna admits that it sent Plaintiff Dababneh a letter on or around September 24, 2023. The remaining allegations in Paragraph 54 purport to characterize a document, the terms of which speak for themselves. To the extent that a response is required, Cigna denies any characterization contrary to the terms of the document, and denies the remaining allegations in Paragraph 54.

55. Paragraph 55 purports to characterize a document, the terms of which speak for themselves. To the extent that a response is required, Cigna denies any characterization contrary to the terms of the document, and denies the remaining allegations in Paragraph 55.

56. Paragraph 56 purports to characterize a document, the terms of which speak for themselves. To the extent that a response is required, Cigna denies any characterization contrary to the terms of the document, and denies the remaining allegations in Paragraph 56.

57. Cigna denies the allegations in Paragraph 57.

58. Cigna lacks information or knowledge sufficient to form a belief as to the truth of allegations regarding Plaintiff Dababneh's reliance on any statements from Cigna and therefore denies those allegations on that basis. Cigna denies the remaining allegations in Paragraph 58.

D. Plaintiff Randall Rentsch

59. Cigna admits that Plaintiff Rentsch was a beneficiary of a plan administered by Cigna from early January 2007 to approximately October 2018.

60. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 60 and therefore denies those allegations on that basis.

61. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 61 and therefore denies those allegations on that basis.

62. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 62 and therefore denies those allegations on that basis.

63. Cigna denies that it sent Plaintiff Rentsch a letter on or around June 13, 2016 regarding services for a transforaminal epidural received on or around June 6, 2016. Cigna thus lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 63 and therefore denies those allegations on that basis.

64. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 64 and therefore denies those allegations on that basis.

65. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 65 and therefore denies those allegations on that basis.

66. Cigna admits that it sent Plaintiff Rentsch a letter on or around October 10, 2016 regarding the denial of certain drug testing services billed under code G0482. The remaining allegations in Paragraph 66 purport to characterize the terms of a document, the terms of which speak for themselves. To the extent that a response is required, Cigna denies any characterization contrary to the terms of the document, and denies the remaining allegations in Paragraph 66.

67. Cigna admits that Cigna utilized the PxDx claim review process for Plaintiff Rentsch's claim for certain drug and other laboratory testing services purportedly provided on or around August 26, 2016, as referenced in Paragraphs 65 to 67, and that certain drug testing services billed under code G0482 were denied after that review. Cigna denies the remaining allegations in Paragraph 67.

68. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 68 and therefore denies those allegations on that basis.

69. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 69 and therefore denies those allegations on that basis.

70. Cigna denies that it sent Plaintiff Rentsch a letter on or around December 11, 2017 regarding services for a transforaminal epidural received on or around December 6, 2017. Cigna thus lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 70 and therefore denies those allegations on that basis.

71. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 71 and therefore denies those allegations on that basis.

72. Cigna denies that it sent Plaintiff Rentsch a letter on or around February 27, 2017 regarding services for a transforaminal epidural received on or around February 23, 2017. Cigna thus lacks information or knowledge sufficient to form a belief as to the truth of the allegations in Paragraph 72 and therefore denies those allegations on that basis.

73. Cigna lacks information or knowledge sufficient to form a belief as to the truth of allegations regarding Mr. Rentsch's knowledge of Cigna's use of the PxDx claim review process and therefore denies those allegations on that basis. The remaining allegations in Paragraph 73 assert legal conclusions and also purport to characterize a website, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies the remaining allegations in Paragraph 73.

74. Cigna denies the allegations in Paragraph 74.

75. Cigna lacks information or knowledge sufficient to form a belief as to the truth of allegations regarding Mr. Rentsch's reliance on any statements from Cigna and therefore denies those allegations on that basis. Cigna denies the remaining allegations in Paragraph 75.

E. Plaintiff Cristina Thornhill

76. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

77. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

78. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

79. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

80. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

81. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

82. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

83. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

84. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

85. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Thornhill, and thus no response is required.

F. Plaintiff Amanda Bredlow

86. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

87. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

88. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

89. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

90. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

91. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

92. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

93. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims brought by Plaintiff Bredlow, and thus no response is required.

G. Plaintiff Abdulhussein Abbas

94. Cigna admits that Plaintiff Abbas was a beneficiary of a plan administered by Cigna from approximately March 2022 to approximately August 2023, but denies that Plaintiff Abbas was a beneficiary of a plan administered by Cigna in 2021.

95. Cigna admits that it sent Plaintiff Abbas a letter on or around March 20, 2023 regarding certain services purportedly provided on or around February 16, 2023. The terms of that letter speak for themselves, and Cigna denies any characterization contrary to the terms of that letter.

Cigna lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 95 and therefore denies them on that basis.

96. Cigna admits that it sent Plaintiff Abbas a letter on or around May 30, 2023 regarding the denial of certain drug testing services billed under code G0483 purportedly provided on or around April 25, 2023. The terms of that letter speak for themselves, and Cigna denies any characterization contrary to the terms of that letter. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 96, and therefore denies them on that basis.

97. Cigna denies that it utilized the PxDx claim review process to review or deny the CT scan services purportedly ordered on or around May 2023, as referenced in Paragraph 97. Cigna lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in Paragraph 97, and therefore denies them on that basis.

98. Cigna admits that Cigna received correspondence purporting to appeal the denial of certain of Plaintiff Abbas's services and that Cigna responded to that correspondence.

99. Cigna admits that Cigna utilized the PxDx claim review process to review certain services purportedly provided to Plaintiff Abbas on or around February 16, 2023 and April 25, 2023, and that certain services were denied after that review. Cigna denies that it utilized the PxDx claim review process to review or deny the CT scan services purportedly ordered on or around May 2023, as referenced in Paragraph 97.

100. Cigna denies the allegations in Paragraph 100.

101. Cigna lacks information or knowledge sufficient to form a belief as to the truth of allegations regarding whether Cigna's use of the PxDx claim review process was material to Mr. Abbas and therefore denies those allegations on that basis. Cigna denies the remaining allegations in Paragraph 101.

102. Paragraph 102 asserts legal conclusions, and thus no response is required. To the extent that a response is required, Cigna denies the allegations in Paragraph 102.

103. Paragraph 103 asserts legal conclusions, and thus no response is required. To the extent that a response is required, Cigna lacks information or knowledge sufficient to form a belief as to whether Plaintiff Abbas would have enrolled with a Cigna-administered plan or what he would

1 have paid to be enrolled in such a plan, and therefore denies the allegations in Paragraph 103 on that
2 basis.

3 **CLASS ALLEGATIONS**

4 104. Paragraph 104 asserts legal conclusions, and thus no response is required. To the
5 extent a response is required, Cigna denies the allegations in Paragraph 104 and denies that class
6 certification is appropriate in this matter.

7 105. Paragraph 105 asserts legal conclusions, and thus no response is required. To the
8 extent a response is required, Cigna denies the allegations in Paragraph 105 and denies that class
9 certification is appropriate in this matter.

10 106. Paragraph 106 asserts legal conclusions, and thus no response is required. To the
11 extent a response is required, Cigna denies the allegations in Paragraph 106 and denies that class
12 certification is appropriate in this matter.

13 107. Paragraph 107 asserts legal conclusions, and thus no response is required. To the
14 extent a response is required, Cigna denies the allegations in Paragraph 107 and denies that class
15 certification is appropriate in this matter.

16 108. Paragraph 108 asserts legal conclusions, and thus no response is required. To the
17 extent a response is required, Cigna denies the allegations in Paragraph 108 and denies that class
18 certification is appropriate in this matter.

19 109. Paragraph 109 asserts legal conclusions, and thus no response is required. To the
20 extent a response is required, Cigna denies the allegations in Paragraph 109 and denies that class
21 certification is appropriate in this matter.

22 110. Paragraph 110 asserts legal conclusions, and thus no response is required. To the
23 extent a response is required, Cigna denies the allegations in Paragraph 110 and denies that class
24 certification is appropriate in this matter.

25 111. Paragraph 111 asserts legal conclusions, and thus no response is required. To the
26 extent a response is required, Cigna denies the allegations in Paragraph 111 and denies that class
27 certification is appropriate in this matter.
28

112. Paragraph 112 asserts legal conclusions, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 112 and denies that class certification is appropriate in this matter.

113. Paragraph 113 asserts legal conclusions, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 113 and denies that class certification is appropriate in this matter.

114. Paragraph 114 asserts legal conclusions, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 114 and denies that class certification is appropriate in this matter.

115. Paragraph 115 asserts legal conclusions, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 115 and denies that class certification is appropriate in this matter.

FIRST CAUSE OF ACTION

Claim for Benefits under 29 U.S.C. § 1132(a)(1)(B)

Against All Defendants (On Behalf of all Plaintiffs and the Class)

116. Cigna incorporates its responses to the previous Paragraphs as though fully set forth herein.

117. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

118. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

119. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

120. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

121. Cigna refers to the Court's Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

122. Cigna refers to the Court’s Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

123. Cigna refers to the Court’s Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

124. Cigna refers to the Court’s Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

125. Cigna refers to the Court’s Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

126. Cigna refers to the Court’s Order, Dkt. No. 55, dismissing all claims for benefits under 29 U.S.C. § 1132(a)(1)(B), and thus no response is required.

SECOND CAUSE OF ACTION

Claim for Appropriate Equitable Relief under 29 U.S.C. § 1132(a)(3)

Against All Defendants (On Behalf of all Plaintiffs and the Class)

127. Cigna incorporates its responses to the previous Paragraphs as though fully set forth herein.

128. Paragraph 128 asserts legal conclusions and purports to characterize the federal ERISA statute, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 128. Cigna further refers to the Court’s Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

129. Paragraph 129 asserts legal conclusions and purports to characterize the federal ERISA statute, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 129. Cigna further refers to the Court’s Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

130. Paragraph 130 asserts legal conclusions and purports to characterize the federal ERISA statute and documents, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 130. Cigna

1 further refers to the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-
2 Leung, Thornhill, and Bredlow.

3 131. Paragraph 131 asserts legal conclusions and purports to characterize the federal
4 ERISA statute, the terms of which speak for themselves, and thus no response is required. To the
5 extent a response is required, Cigna denies the allegations in Paragraph 131. Cigna further refers to
6 the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill,
7 and Bredlow.

8 132. Paragraph 132 asserts legal conclusions and purports to characterize the federal
9 ERISA statute and documents, the terms of which speak for themselves, and thus no response is
10 required. To the extent a response is required, Cigna denies the allegations in Paragraph 132. Cigna
11 further refers to the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-
12 Leung, Thornhill, and Bredlow.

13 133. Paragraph 133 asserts legal conclusions and purports to characterize the federal
14 ERISA statute, the terms of which speak for themselves, and thus no response is required. To the
15 extent a response is required, Cigna denies the allegations in Paragraph 133. Cigna further refers to
16 the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill,
17 and Bredlow.

18 134. Paragraph 134 asserts legal conclusions and purports to characterize the federal
19 ERISA statute, the terms of which speak for themselves, and thus no response is required. To the
20 extent a response is required, Cigna denies the remaining allegations in Paragraph 134. Cigna further
21 refers to the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung,
22 Thornhill, and Bredlow.

23 135. Paragraph 135 asserts legal conclusions and purports to characterize the federal
24 ERISA statute, the terms of which speak for themselves, and thus no response is required. To the
25 extent a response is required, Cigna denies the allegations in Paragraph 135. Cigna further refers to
26 the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill,
27 and Bredlow.
28

137. Paragraph 137 asserts legal conclusions and purports to characterize the federal ERISA statute, the terms of which speak for themselves, and thus no response is required. To the extent a response is required, Cigna denies the allegations in Paragraph 137. Cigna further refers to the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

**Violation of California Unfair Competition Law,
Business & Professions Code Section 17200, *et. seq.***

138. Cigna incorporates its responses to the previous Paragraphs as though fully set forth herein.

140. Paragraph 140 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 a response is required, Cigna denies the allegations in Paragraph 140. Cigna further refers to the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

141. Paragraph 141 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 a response is required, Cigna denies the allegations in Paragraph 140. Cigna further refers to the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

1 142. Paragraph 142 asserts legal conclusions and purports to characterize a statute, the
2 terms of which speak for themselves, and thus no response is required. To the extent a response is
3 required, Cigna denies the allegations in Paragraph 142. Cigna further refers to the Court's Order,
4 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

5 143. Paragraph 143 asserts legal conclusions and purports to characterize a statute, the
6 terms of which speak for themselves, and thus no response is required. To the extent a response is
7 required, Cigna denies the allegations in Paragraph 143. Cigna further refers to the Court's Order,
8 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

9 144. Paragraph 144 asserts legal conclusions and purports to characterize a statute, the
10 terms of which speak for themselves, and thus no response is required. To the extent a response is
11 required, Cigna denies the allegations in Paragraph 144. Cigna further refers to the Court's Order,
12 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

13 145. Paragraph 145 asserts legal conclusions and purports to characterize a statute, the
14 terms of which speak for themselves, and thus no response is required. To the extent a response is
15 required, Cigna denies the allegations in Paragraph 145. Cigna further refers to the Court's Order,
16 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

17 146. Paragraph 146 asserts legal conclusions and purports to characterize a statute, the
18 terms of which speak for themselves, and thus no response is required. To the extent a response is
19 required, Cigna denies the allegations in Paragraph 146. Cigna further refers to the Court's Order,
20 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

21 147. Paragraph 147 asserts legal conclusions and purports to characterize a statute, the
22 terms of which speak for themselves, and thus no response is required. To the extent a response is
23 required, Cigna denies the allegations in Paragraph 147.

24 148. Paragraph 148 asserts legal conclusions, and thus no response is required. To the
25 extent a response is required, Cigna denies the allegations in Paragraph 148. Cigna further refers to
26 the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill,
27 and Bredlow.

1 149. Paragraph 149 asserts legal conclusions and purports to characterize a statute, the
2 terms of which speak for themselves, and thus no response is required. To the extent a response is
3 required, Cigna denies the allegations in Paragraph 149. Cigna further refers to the Court's Order,
4 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

5 150. Paragraph 150 asserts legal conclusions and purports to characterize a statute, the
6 terms of which speak for themselves, and thus no response is required. To the extent a response is
7 required, Cigna denies the allegations in Paragraph 150. Cigna further refers to the Court's Order,
8 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

9 151. Paragraph 151 asserts legal conclusions and purports to characterize a statute, the
10 terms of which speak for themselves, and thus no response is required. To the extent a response is
11 required, Cigna denies the allegations in Paragraph 151. Cigna further refers to the Court's Order,
12 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

13 152. Paragraph 152 asserts legal conclusions and purports to characterize a statute, the
14 terms of which speak for themselves, and thus no response is required. To the extent a response is
15 required, Cigna denies the allegations in Paragraph 152. Cigna further refers to the Court's Order,
16 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

17 153. Cigna admits that Plaintiff Rentsch is currently the beneficiary of a Cigna-
18 administered plan, but denies that Plaintiff Rentsch was a beneficiary of a Cigna-administered plan
19 at the time of the original filing of this lawsuit. Cigna denies that Plaintiffs Dababneh and Abbas are
20 current beneficiaries or participants in a Cigna-administered plan. Cigna further refers to the Court's
21 Order, Dkt. No. 55, which dismissed all claims brought by Plaintiffs Kisting-Leung, Thornhill, and
22 Bredlow, and thus no response is required with respect to those Plaintiffs. Cigna lacks information
23 or knowledge sufficient to form a belief as to whether purported Class members are currently insured
24 by Cigna and therefore denies the remaining allegations in Paragraph 153 on that basis.

25 154. Paragraph 154 asserts legal conclusions and purports to characterize a statute, the
26 terms of which speak for themselves, and thus no response is required. To the extent a response is
27 required, Cigna denies the allegations in Paragraph 154. Cigna further refers to the Court's Order,
28 Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

155. Paragraph 155 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 a response is required, Cigna denies the allegations in Paragraph 155. Cigna further refers to the Court's Order, Dkt. No. 55, dismissing all claims asserted by Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

PRAYER FOR RELIEF

Cigna denies that Plaintiffs or the putative classes are entitled to the relief sought in their Prayer for Relief, or any other relief whatsoever. Cigna further denies that class certification is appropriate in this matter.

JURY TRIAL

Cigna denies that Plaintiffs have a right to a jury trial for their claims in this action with respect to their federal ERISA claims or their UCL claims.

AFFIRMATIVE DEFENSES

Cigna, by its attorneys, hereby submits the following defenses to the TAC, without regard to which party may bear the burden of proof as to each defense. Cigna expressly and specifically reserves the right to amend this Answer to add, delete, and/or modify defenses based upon legal theories, facts, and circumstances that may or will be divulged through discovery and/or further legal analysis of Plaintiffs' position in this litigation.

Defense 1. The TAC fails to state a claim upon which relief may be granted. Cigna further refers to the Court's Order, Dkt. No. 55, which dismissed all Plaintiffs' 29 U.S.C. § 1132(a)(1)(B) claim; dismissed Plaintiffs' 29 U.S.C. § 1132(a)(3) claim with respect to Plaintiffs Kisting-Leung, Thornhill, and Bredlow; and dismissed Plaintiffs' UCL claim with respect to Plaintiffs Kisting-Leung, Thornhill, and Bredlow.

Defense 2. Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, by their lack of Article III standing to the extent they did not suffer injury from the conduct alleged in the Amended Complaint, including to the extent they did not suffer out-of-pocket losses from the alleged conduct.

Defense 3. Plaintiffs' claims cannot be properly joined with the claims of any potential class members because Plaintiffs' claims involve highly individualized facts and circumstances.

Defense 4. The claims of Plaintiffs and/or the claims of the putative Class members 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.

Defense 5. The claims of Plaintiffs and/or the claims of the putative Class members 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 and/or the putative Class members in the TAC 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).

Defense 7. The claims of Plaintiffs and/or the claims of the putative Class members are barred because Cigna complied with the terms of their plans and governing plan documents.

Defense 8. The determinations by Cigna about Plaintiffs' and/or the putative Class members' health care services and Cigna's interpretation of the plans' terms are entitled to deference, and at all times Cigna acted within the scope of its discretion under the plans.

Defense 9. The claims of Plaintiffs and/or the claims of the putative Class members 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 10. The claims of Plaintiffs and/or the claims of the putative Class members are barred because the plans have not suffered any actual injury or damage.

Defense 11. Plaintiffs and/or the putative Class members failed to mitigate any and all damages or losses claimed by them.

Defense 12. If Plaintiffs and/or the putative Class members suffered harm as alleged in the TAC, which Cigna specifically denies, that harm is attributable in whole or in part to conduct of Plaintiffs and/or other persons or entities other than Cigna.

1 Defense 13. Plaintiffs' claims and the claims of the putative Class members are barred, in
2 whole or in part, to the extent they relate to services and/or fees improperly billed, coded, or charged
3 by medical providers or other third parties.

4 Defense 14. Plaintiffs and/or the putative Class members are not entitled to certification of
5 this action as a class action because they cannot satisfy the requirements of Federal Rule of Civil
6 Procedure 23(a) or (b).

7 Defense 15. This action may not be maintained as a class action because one or more of the
8 requirements for a class action are not met: (1) joinder of all members of the purported Class is
9 impracticable; (2) there are no questions of fact or law common to all purported members of the
10 Class; (3) the claims asserted in the TAC are not typical of the claims of the purported Class; (4) the
11 representative party and proposed Class counsel will not fairly and adequately protect the interests
12 of the purported class; (5) facts common to the purported Class do not predominate over questions
13 affecting only individual members; (6) a class action lawsuit is not superior to other methods for the
14 fair and efficient adjudication of the matter; and (7) the proposed class action would not be
15 manageable.

16 Defense 16. Plaintiffs' and/or the putative Class members' alleged claims cannot be certified
17 for class-wide adjudication under Federal Rule of Civil Procedure 23 to the extent that such
18 adjudication would enlarge, modify, or abridge any substantive right placed at issue in this case, in
19 violation of the Rules Enabling Act, 28 U.S.C. § 2072.

20 Defense 17. Plaintiffs' claims and/or the claims of the putative Class members are barred, in
21 whole or in part, on the ground that Cigna is not liable by reason of its full compliance with all
22 statutes, regulations, or other laws in effect at the time of the conduct alleged in the TAC, including
23 ERISA and all related rules and regulations.

24 Defense 18. Plaintiffs' claims and/or the claims of the putative Class members are barred, in
25 whole or in part, to the extent they assigned their benefits to a provider or anyone else relating to the
26 services at issue in this lawsuit.

1 Defense 19. Plaintiffs' claims and the claims of the putative Class members are barred, in
2 whole or in part, to the extent any injury or damage they allegedly suffered has already been
3 redressed.

4 Defense 20. Plaintiffs' claims and/or the claims of the putative Class members are barred, in
5 whole or in part, to the extent any injury or damage they allegedly suffered was not proximately
6 caused by Cigna. Plaintiffs' claims and/or the claims of the putative Class members are barred, in
7 whole or in part, to the extent any injury or damage they allegedly suffered was proximately caused,
8 in whole or in part, by persons and/or entities that are neither agents nor employees of Cigna, and no
9 legal or factual basis exists for imposing liability upon Cigna for the acts or omissions of any such
10 other persons and/or entities.

11 Defense 21. Plaintiffs' claims and/or the claims of the putative Class members are barred, in
12 whole or in part, to the extent any losses alleged by Plaintiffs and/or putative Class members were
13 not caused by any fault, act or omission by Cigna, as set forth in ERISA § 409(a), 29 U.S.C. § 1109(a)
14 and elsewhere, but were caused by circumstances, entities or persons, including Plaintiffs, for which
15 Cigna is not responsible and cannot be held liable.

16 Defense 22. The claims of Plaintiffs and/or the claims of the putative Class members are
17 barred, in whole or in part, because Cigna owed no duty to disclose to Plaintiffs and/or other members
18 of the putative Class the information allegedly omitted.

19 Defense 23. The claims of Plaintiffs and/or the claims of the putative Class members are
20 barred, in whole or in part, because any representations or statements alleged to have been made by
21 Cigna were true and accurate at the time made and/or otherwise were made in good faith and with a
22 reasonable belief as to their validity and accuracy and with a reasonable belief that all of Cigna's
23 conduct was lawful.

24 Defense 24. The claims of Plaintiffs and/or the claims of the putative Class members are
25 barred, in whole or in part, by the absence of any material misrepresentations, misleading disclosures,
26 and/or omissions made by Cigna to Plaintiffs and/or other members of the putative Class upon which
27 Plaintiffs and/or other members of the putative Class could have reasonably or justifiably relied and
28 the absence of reliance on the purported misrepresentations and/or omissions.

Defense 25. The claims of Plaintiffs and/or the claims of the putative Class members are barred, in whole or in part, by the doctrines of actual or presumed knowledge, and/or the doctrine of acquiescence.

Defense 26. The claims of Plaintiffs and/or the claims of the putative Class members 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 27. Plaintiffs' request for equitable, injunctive, or prospective relief under ERISA § 502(a)(3) is barred because ERISA § 502(a)(1)(B) provides adequate remedies under the law.

Defense 28. The claims of Plaintiffs and/or the claims of the putative Class members are barred in whole or in part to the extent Plaintiffs and/or putative Class members waived any right to assert those claims.

Defense 29. Plaintiffs' claims and/or the claims of the putative Class members 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 30. Plaintiffs' claims and/or the claims of the putative Class members are barred, or recovery reduced, by the doctrines of estoppel and/or offset.

Defense 31. There is no basis in law or fact for Plaintiffs and/or the putative Class members to recover attorneys' fees, costs, expenses, or interest associated with this litigation.

Defense 32. Plaintiffs' claims and/or the claims of the putative Class members are barred, in whole or in part, to the extent there are forum selection clauses and/or class action waiver clauses in the benefit plans of the putative class members or any other applicable documents that preclude plan members subject to those clauses from pursuing claims in this litigation.

Defense 33. Any attempt to require Cigna to identify, locate, or notify absent persons on whose behalf this action is allegedly prosecuted would violate the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

Defense 34. Cigna is entitled to contest, in whole or in part, its liability for damages to any particular individual plaintiff, even if the representatives of the purported plaintiff Class prevail on their claims as a matter of constitutional right and substantive due process.

Defense 35. Plaintiffs and/or the putative Class members may not maintain this lawsuit as a class action because the interests of the purported Class members conflict with each other.

Defense 36. Plaintiffs' claims and/or the claims of the putative Class members are barred, in whole or in part, to the extent they seek to impose liability on Cigna based on actions by Cigna's agents or employees, to the extent those actions were unforeseeable and/or outside the course and scope of that person's or entity's agency or employment, and there are no facts to support any vicarious liability.

Defense 37. Plaintiffs' claims and/or the claims of the putative Class members are barred, in whole or in part to the extent they were released in settlements or other agreements.

Defense 38. Plaintiffs' claims and/or the claims of the putative Class members for any exemplary damages are barred, in whole or in part, on the ground that their imposition would violate provisions of the United States Constitution, including the First Amendment, the Due Process Clause of the Fifth Amendment, and the Excessive Fines Clause of the Eighth Amendment.

Defense 39. Plaintiffs' claims and the claims of the putative Class members are barred, in whole or in part, to the extent Cigna was not acting as a fiduciary within the meaning of ERISA § 3(21)(A) with respect to some or all of the purported misconduct alleged by Plaintiffs.

Defense 40. To the extent that Plaintiffs' claims, and the claims of each putative Class or subclass member, raise issues of plan design, amendment or termination, Cigna is immune from fiduciary liability under the settlor function doctrine.

Defense 41. Plaintiffs' claims and the claims of the putative Class members are barred, in whole or in part, to the extent they are barred by the doctrine of res judicata and/or collateral estoppel.

RESERVATION OF RIGHTS

Cigna 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.

CIGNA'S PRAYER FOR RELIEF

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

Dated: May 2, 2025

Respectfully submitted,

By: /s/ Dmitriy Tishyevich
Dmitriy Tishyevich

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CERTIFICATION OF SERVICE

I hereby certify that on May 2, 2025, I electronically filed a true and correct copy of the foregoing document with the Clerk of the Court using the Court's CM/ECF system, which will send notice of the filing to counsel of record.

/s/ Dmitriy Tishyevich
Dmitriy Tishyevich

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