

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

ESTUARY TRANSIT DISTRICT AND  
TEAMSTERS 671 HEALTH SERVICE &  
INSURANCE PLAN, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

HARTFORD HEALTHCARE  
CORPORATION, HARTFORD HOSPITAL,  
HARTFORD HEALTHCARE MEDICAL  
GROUP, INC., INTEGRATED CARE  
PARTNERS, LLC,

Defendants.

Case No.: 3:24-cv-01051 (MPS)

AUGUST 13, 2024

**ANSWER TO CLASS ACTION COMPLAINT AND DEFENSES**

Defendants Hartford HealthCare Corporation (“HHC”), Hartford Hospital (“Hartford Hospital”), Hartford Healthcare Medical Group, Inc. (“HHMG”), and Integrated Care Partners, LLC (“ICP”) (collectively, “Hartford HealthCare”) hereby respond to the Plaintiffs’ Class Action Complaint dated June 14, 2024 (“Complaint”).

**GENERAL DENIAL**

Except as expressly admitted, Hartford HealthCare denies each and every factual allegation contained in the Complaint (including allegations in headings, subheadings, and footnotes). Further, Hartford HealthCare denies all allegations contained in the Complaint to the extent that they assert or suggest, individually or collectively, that Hartford HealthCare engaged in any actionable conduct or is otherwise liable to Plaintiffs. Hartford HealthCare avers that, by filing this Answer, Hartford HealthCare does not waive, and hereby expressly preserves, all defenses.

**ANSWER**

**I. “INTRODUCTION”**

1. Hartford HealthCare admits that this is an action purported to be brought under Sections 1 and 2 of the Sherman Act. Hartford HealthCare otherwise denies the allegations in Paragraph 1.

2. The website cited in the first sentence of Paragraph 2 speaks for itself. Hartford HealthCare admits that it owns Hartford Hospital in Hartford, as well as other hospitals located in other towns and cities in Connecticut, and acquired substantially all of the assets of St. Vincent’s Medical Center from Ascension in 2019. Hartford HealthCare admits that it owns HHMG. The website cited in the third sentence speaks for itself. Hartford HealthCare otherwise denies the allegations in Paragraph 2.

3. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the allegations in the first through sixth sentences of Paragraph 3 insofar as they contain generalizations about the healthcare market. Hartford HealthCare denies the allegations in the seventh sentence of Paragraph 3.

4. Hartford HealthCare denies the allegations in Paragraph 4.

5. Hartford HealthCare denies the allegations in Paragraph 5.

6. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the pricing of its competitors’ procedures or the pricing of a given procedure at an unspecified point in time, and otherwise denies the allegations in Paragraph 6.

7. Hartford HealthCare admits that Plaintiffs purport to bring this action on behalf of themselves and other health plans, and otherwise denies the allegations in Paragraph 7.

## **II. “PARTIES”**

### **A. “Plaintiffs”**

8. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in the first and second sentences of Paragraph 8, and otherwise denies the allegations in Paragraph 8.

9. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in the first and second sentences of Paragraph 9, and otherwise denies the allegations in Paragraph 9.

### **B. “Defendants”**

10. Hartford HealthCare admits the allegations in the first through third sentences of Paragraph 10. The fourth sentence in Paragraph 10 is a non-substantive allegation to which no response is required.

11. Hartford HealthCare admits the allegations in first and second sentences of Paragraph 11, and that it is the sole member of Hartford Hospital and ICP. Hartford HealthCare further admits that ICP is a domestic limited liability company organized under the laws of Connecticut.

12. Hartford HealthCare denies the allegations in Paragraph 12.

13. Hartford HealthCare denies that HHMG’s principal office location is located in the City of Hartford. Hartford HealthCare otherwise admits the allegations in Paragraph 13.

14. In response to Paragraph 14, Hartford HealthCare admits that ICP is a domestic limited liability company organized under the laws of Connecticut. Hartford HealthCare further admits the allegations in the second and third sentences of Paragraph 14.

### **III. “AGENTS AND CO-CONSPIRATORS”**

15. The allegations in the last sentence of Paragraph 15 state legal conclusions to which no response is required. To the extent a response is required, Hartford HealthCare denies the allegations in that sentence. Hartford HealthCare otherwise denies the allegations in Paragraph 15.

16. The allegations in Paragraph 16 state legal conclusions to which no response is required. To the extent a response is required, Hartford HealthCare denies the allegations in Paragraph 16.

### **IV. “JURISDICTION AND VENUE”**

17. In response to Paragraph 17, Hartford HealthCare admits that Plaintiffs purport to bring this action pursuant to Sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15 and 26 and purport to seek statutory damages and injunctive relief. Hartford HealthCare otherwise denies the allegations in Paragraph 17.

18. Hartford HealthCare admits the allegations in Paragraph 18.

19. In response to Paragraph 19, Hartford HealthCare admits that this Court has personal jurisdiction over each Defendant because each Defendant resides in this District and transacts business in this District. Hartford HealthCare otherwise denies the allegations in Paragraph 19.

20. Hartford HealthCare admits that venue is proper in this District, but denies the allegations in Paragraph 20 to the extent they state or imply any actionable conduct.

### **V. “BACKGROUND: HEALTHCARE, HOSPITALS, AND INSURANCE MARKETS”**

#### **A. “The U.S. Healthcare System”**

21. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 21 insofar as they contain generalizations about the

healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 21.

22. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 22 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 22.

23. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 23 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 23.

24. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 24 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 24.

25. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 25 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 25.

26. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 26 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 26.

27. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 27 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 27.

28. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 28 insofar as they contain generalizations about average life expectancies. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported

document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 28.

29. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 29 insofar as they contain generalizations about avoidable deaths. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 29.

30. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 30 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 30.

31. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 31 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 31.

32. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 32 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a statement in support of their allegations in

this paragraph, Hartford HealthCare respectfully refers the Court to the source of that purported statement for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the remaining allegations in Paragraph 32.

33. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 33 insofar as they contain generalizations about the healthcare industry. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 33.

**B. “Health Insurance and the Two Stages of Hospital Competition”**

34. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 34 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 34.

35. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 35 insofar as they contain generalizations about “fully insured plans.” Hartford HealthCare otherwise denies the allegations in Paragraph 35.

36. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 36 insofar as they contain generalizations about “self-insured plans.” Hartford HealthCare otherwise denies the allegations in Paragraph 36.

37. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 37 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 37.

38. Hartford HealthCare denies the allegations in Paragraph 38.



39. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 39 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 39.

40. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 40 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 40.

41. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 41 insofar as they contain generalizations about competition among health care providers. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 41.

42. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 42 insofar as they contain generalizations about competition among health care providers. Hartford HealthCare otherwise denies the allegations in Paragraph 42.

43. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the allegations in Paragraph 43 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 43.

44. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the allegations in Paragraph 44 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 44.

**C. “Methods Used by Health Plans to Lower Healthcare Costs”**

45. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 45 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 45.

46. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 46 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 46.

47. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 47 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 47.

48. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 48 insofar as they contain generalizations, speculation, or hypotheticals, and otherwise denies the allegations in Paragraph 48.

49. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 49 insofar as they contain generalizations, and otherwise denies the allegations in Paragraph 49.

50. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 50 insofar as they contain generalizations, speculation, or hypotheticals, and otherwise denies the allegations in Paragraph 50.

51. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 51 insofar as they contain generalizations, speculation, or hypotheticals, and otherwise denies the allegations in Paragraph 51.

52. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 52 insofar as they contain generalizations,

speculation, or hypotheticals. To the extent that Plaintiffs cite a document in support of their allegations in this paragraph, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 52.

53. Hartford HealthCare denies the allegations in Paragraph 53.

## **VI. “MONOPOLY POWER IN THE RELEVANT MARKETS”**

54. The allegations in Paragraph 54 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 54.

55. The allegations in Paragraph 55 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 55.

### **A. “The Relevant Service Markets”**

#### **1. “General Acute Care Inpatient Hospital Services”**

56. To the extent that Plaintiffs cite a website or “public health code” in support of their allegations in Paragraph 56, Hartford HealthCare respectfully refers the Court to that purported website and “public health code” for an accurate and complete statement of its contents. Paragraph 56 purports to state a legal conclusion to which no response is required but, to the extent a response is required, Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 56.

57. The allegations in Paragraph 57 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 57.

58. The allegations in Paragraph 58 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 58.

59. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 59.

60. The allegations in Paragraph 60 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 60.

61. The allegations in Paragraph 61 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 61.

## **2. “Outpatient Medical Services”**

62. The allegations in Paragraph 62 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 62.

63. The allegations in Paragraph 63 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 63.

64. The allegations in Paragraph 64 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 64.

65. The allegations in Paragraph 65 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 65.

**B. “The Relevant Geographic Markets”**

66. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 66.

67. To the extent that Plaintiffs quote a document in support of their allegations in Paragraph 67, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. The allegations in Paragraph 67 otherwise purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 67.

68. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 68.

69. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 69.

70. The allegations in Paragraph 70 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare respectfully refers the Court to the purported statute quoted for an accurate and complete statement of its contents.

71. The allegations in Paragraph 71 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 71.

72. In response to the allegations in Paragraph 72, Hartford HealthCare admits that it operates St. Vincent’s Medical Center. The remaining allegations in Paragraph 72 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 72.

73. In response to the allegations in Paragraph 73, Hartford HealthCare admits that it operates Hartford Hospital and the Hospital of Central Connecticut. The remaining allegations in Paragraph 73 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 73.

74. In response to the allegations in Paragraph 74, Hartford HealthCare admits that it operates MidState Medical Center. Paragraph 74 otherwise purports to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 74.

75. In response to the allegations in Paragraph 75, Hartford HealthCare admits that it operates Backus Hospital. Paragraph 75 otherwise purports to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 75.

76. In response to the allegations in Paragraph 76, Hartford HealthCare admits that it operates Charlotte Hungerford Hospital. Paragraph 76 otherwise purports to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 76.

77. In response to the allegations in Paragraph 77, Hartford HealthCare admits that it operates Windham Hospital. Paragraph 77 otherwise purports to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 77.

**C. “HHC Controls a Dominant Share of the Relevant Markets”**

78. Hartford HealthCare denies the allegations in Paragraph 78.

79. In response to Paragraph 79, Hartford HealthCare admits that it operates MidState Medical Center, Backus Hospital, Charlotte Hungerford Hospital, and Windham Hospital. Hartford HealthCare otherwise denies the allegations in Paragraph 79.

80. Hartford HealthCare denies the allegations in Paragraph 80.

81. Hartford HealthCare denies the allegations in Paragraph 81.

82. Hartford HealthCare denies the allegations in Paragraph 82.

83. Hartford HealthCare denies the allegations in Paragraph 83.

84. Hartford HealthCare denies the allegations in Paragraph 84.

**D. “There are Significant Barriers to Entry into the Relevant Markets”**

85. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 85.

86. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 86.

87. Hartford HealthCare denies the allegations in Paragraph 87.

**VII. “ANTICOMPETITIVE CONDUCT”**

**A. “HHC’s Anticompetitive Contracting Practices”**

88. Hartford HealthCare denies the allegations in Paragraph 88.

89. Hartford HealthCare denies the allegations in Paragraph 89.

90. In response to Paragraph 90, Hartford HealthCare admits that it owns and operates Windham Hospital, Backus Hospital, Charlotte Hungerford Hospital, and MidState Medical Center. It otherwise denies the allegations in Paragraph 90.

91. Hartford HealthCare denies the allegations in Paragraph 91.

92. Hartford HealthCare denies the allegations in Paragraph 92.

93. Hartford HealthCare denies the allegations in Paragraph 93.

94. Hartford HealthCare denies the allegations in Paragraph 94.

95. Hartford HealthCare denies the allegations in Paragraph 95.

96. Hartford HealthCare denies the allegations in Paragraph 96.

**B. “ICP’s Restraint of Competition for Outpatient Services”**

97. Hartford HealthCare denies the allegations in Paragraph 97.

98. Hartford HealthCare denies the allegations in Paragraph 98.

99. Hartford HealthCare denies the allegations in Paragraph 99.

100. Hartford HealthCare denies the allegations in Paragraph 100.

101. Hartford HealthCare denies the allegations in Paragraph 101.

102. The first two sentences of Paragraph 102 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in the first two sentences of Paragraph 102. Hartford HealthCare otherwise denies the allegations in Paragraph 102.

103. Hartford HealthCare denies the allegations in Paragraph 103.

104. To the extent that Plaintiffs cite purported documents in Paragraph 104, Hartford HealthCare respectfully refers the Court to those purported documents for an accurate and complete statement of their contents. Hartford HealthCare otherwise denies the allegations in Paragraph 104.

105. Hartford HealthCare denies the allegations in Paragraph 105.

106. Hartford HealthCare denies the allegations in Paragraph 106.



**VIII. “DEFENDANTS’ ANTICOMPETITIVE CONDUCT HAS INJURED PLAINTIFFS AND THE CLASS”**

107. Hartford HealthCare admits that it enters into agreements with insurers and network vendors. Hartford HealthCare otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 107.

108. Hartford HealthCare denies the allegations in Paragraph 108.

109. Hartford HealthCare admits that it faces competition in all areas in which it operates. Hartford HealthCare otherwise denies the allegations in Paragraph 109.

110. In response to Paragraph 110, Hartford HealthCare admits that it faces competition from St. Francis Hospital, among other hospitals and providers. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 110, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 110.

111. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 111, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 111.

112. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 112, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 112.

113. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 113, Hartford HealthCare respectfully refers the Court to that purported document for

an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 113.

114. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 114, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 114.

115. In response to Paragraph 115, Hartford HealthCare admits that it faces competition in all areas in which it operates and that St. Vincent's Medical Center and Yale New Haven Health System's Bridgeport Hospital are approximately three miles away from each other. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 115, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 115.

116. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 116, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 116.

117. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 117, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 117.

118. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 118, Hartford HealthCare respectfully refers the Court to that purported document for

an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 118.

119. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 119, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 119.

120. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 120, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise denies the allegations in Paragraph 120.

121. To the extent that Plaintiffs cite a document in support of their allegations in Paragraph 121, Hartford HealthCare respectfully refers the Court to that purported document for an accurate and complete statement of its contents. Hartford HealthCare otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 121.

122. The allegations in Paragraph 122 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 122.

123. The allegations in Paragraph 123 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 123.

**IX. “CLASS ALLEGATIONS”**

**A. “Class Definition”**

124. The allegations in Paragraph 124 purport to state legal conclusions to which no response is required. To the extent that an answer may be required, however, Hartford HealthCare denies that this matter is properly brought or is properly maintained as a class action. Hartford HealthCare further denies that the purported class definition set forth in Paragraph 124 is appropriate, and further denies the allegations in Paragraph 124.

125. The allegations in Paragraph 125 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the propriety of any “class definition,” further denies this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 125.

**B. “Class Certification Requirements”**

126. The allegations in Paragraph 126 purport to state a legal conclusion to which no response is required. To the extent a response may be required, Hartford HealthCare denies that this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 126.

127. The allegations in Paragraph 127 purport to state a legal conclusion to which no response is required. To the extent a response may be required, Hartford HealthCare denies that this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 127.

128. The allegations in Paragraph 128 purport to state a legal conclusion to which no response is required. To the extent a response may be required, Hartford HealthCare denies that this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 128.

129. The allegations in Paragraph 129 purport to state a legal conclusion to which no response is required. To the extent a response may be required, Hartford HealthCare denies that this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 129.

130. The allegations in Paragraph 130 purport to state a legal conclusion to which no response is required. To the extent a response may be required, Hartford HealthCare denies that this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 130.

131. The allegations in Paragraph 131 purport to state a legal conclusion to which no response is required. To the extent a response may be required, Hartford HealthCare denies that this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 131.

132. The allegations in Paragraph 132 purport to state a legal conclusion to which no response is required. To the extent a response may be required, Hartford HealthCare denies that this matter is properly brought at all or is properly maintained as a class action, and further denies the allegations in Paragraph 132.

**X. “INTERSTATE TRADE & COMMERCE”**

133. In response to the allegations in Paragraph 133, Hartford HealthCare admits that it conducts business within the flow of, and substantially affects, interstate commerce, but denies the allegations in Paragraph 133 to the extent they state or imply any actionable conduct..

134. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 134.

135. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 135.

**“CAUSES OF ACTION”**

**“Count One: Monopolization  
(Section 2 of the Sherman Act, 15 U.S.C. § 2)”**

136. Hartford HealthCare incorporates by reference its answers to each preceding and succeeding paragraph as though fully set forth herein in response to Paragraph 136.

137. Hartford HealthCare denies the allegations in Paragraph 137.

138. Hartford HealthCare denies the allegations in Paragraph 138.

139. Hartford HealthCare denies the allegations in Paragraph 139.

140. Hartford HealthCare denies the allegations in Paragraph 140.

141. Hartford HealthCare denies the allegations in Paragraph 141.

142. Hartford HealthCare denies the allegations in Paragraph 142.

143. Hartford HealthCare denies the allegations in Paragraph 143.

**“Count Two: Attempted Monopolization  
(Section 2 of the Sherman Act, 15 U.S.C. § 2)”**

144. Hartford HealthCare incorporates by reference its answers to each preceding and succeeding paragraph as though fully set forth herein in response to Paragraph 144.

145. Hartford HealthCare denies the allegations in Paragraph 145.

146. Hartford HealthCare denies the allegations in Paragraph 146.

147. Hartford HealthCare denies the allegations in Paragraph 147.

148. Hartford HealthCare denies the allegations in Paragraph 148.

149. Hartford HealthCare denies the allegations in Paragraph 149.

150. Hartford HealthCare denies the allegations in Paragraph 150.

**“Count Three: Unreasonable Restraint of Trade  
(Section 1 of the Sherman Act, 15 U.S.C. § 1)”**

151. Hartford HealthCare incorporates by reference its answers to each preceding and succeeding paragraph as though fully set forth herein in response to Paragraph 151.

152. Hartford HealthCare denies the allegations in Paragraph 152.

153. Hartford HealthCare denies the allegations in Paragraph 153.

154. The allegations in Paragraph 154 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 154.

155. The allegations in Paragraph 155 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 155.

156. Hartford HealthCare denies the allegations in Paragraph 156.

157. The allegations in Paragraph 157 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 157.

158. The allegations in Paragraph 158 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 158.

**“Count Four: Tying  
(Section 1 of the Sherman Act, 15 U.S.C. § 1)”**

159. Hartford HealthCare incorporates by reference its answers to each preceding and succeeding paragraph as though fully set forth herein in response to Paragraph 159.

160. Hartford HealthCare denies the allegations in Paragraph 160.

161. The allegations in Paragraph 161 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 161.

162. Hartford HealthCare lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 162.

163. Hartford HealthCare denies the allegations in Paragraph 163.

164. Hartford HealthCare denies the allegations in Paragraph 164.

165. The allegations in Paragraph 165 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 165.

166. The allegations in Paragraph 166 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 166.

167. The allegations in Paragraph 167 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 167.

168. The allegations in Paragraph 168 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 168.

169. The allegations in Paragraph 169 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 169.



170. The allegations in Paragraph 170 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 170.

**“Count Five: Exclusive Dealing  
(Section 1 of the Sherman Act, 15 U.S.C. § 1)”**

171. Hartford HealthCare incorporates by reference its answers to each preceding and succeeding paragraph as though fully set forth herein in response to Paragraph 171.

172. Hartford HealthCare denies the allegations in Paragraph 172.

173. Hartford HealthCare denies the allegations in Paragraph 173.

174. The allegations in Paragraph 174 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 174.

175. Hartford HealthCare denies the allegations in Paragraph 175.

176. Hartford HealthCare denies the allegations in Paragraph 176.

177. The allegations in Paragraph 177 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 177.

178. The allegations in Paragraph 178 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 178.

**“Count Six: Price Fixing  
(Section 1 of the Sherman Act, 15 U.S.C. § 1)”**

179. Hartford HealthCare incorporates by reference its answers to each preceding and succeeding paragraph as though fully set forth herein in response to Paragraph 179.

180. Hartford HealthCare denies the allegations in Paragraph 180.

181. The allegations in Paragraph 181 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 181.

182. Hartford HealthCare denies the allegations in Paragraph 182.

183. Hartford HealthCare denies the allegations in Paragraph 183.

184. The allegations in Paragraph 184 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 184.

185. The allegations in Paragraph 185 purport to state legal conclusions to which no response is required. To the extent a response may be required, Hartford HealthCare denies the allegations in Paragraph 185.

#### **“JURY DEMAND”**

186. In response to Paragraph 186, Hartford HealthCare admits that Plaintiffs purport to demand a trial by jury.

#### **“PRAYER FOR RELIEF”**

187. In response to Paragraph 187, Hartford HealthCare admits that Plaintiffs purport to seek the relief requested in the Prayer for Relief, but denies that Plaintiffs are entitled to such relief and otherwise denies the allegations in the Prayer for Relief.

#### **HARTFORD HEALTHCARE’S DEFENSES**

Without assuming any burden of proof that it would not otherwise bear, Hartford HealthCare asserts the following separate and additional defenses, all of which are pleaded in the alternative, and none of which constitute an admission that Hartford HealthCare is in any way liable to Plaintiffs, that Plaintiffs have been or will be injured or damaged in any way, or

that Plaintiffs are entitled to any relief whatsoever. As a defense to the Complaint and each and every allegation contained therein, Hartford HealthCare alleges:

**FIRST DEFENSE**

**(Failure To State A Claim)**

1. Plaintiffs' claims are barred in whole or in part because Plaintiffs' Complaint fails to state facts upon which relief can be granted.

**SECOND DEFENSE**

**(Lack of Plausibility)**

2. Plaintiffs' claims are not plausible under *Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007) and its progeny.

**THIRD DEFENSE**

**(Statute of Limitations)**

3. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations. 15 U.S.C. § 15b.

4. To the extent Plaintiffs seek to bring claims outside the applicable statute of limitations, Plaintiffs' Complaint is time-barred.

5. To the extent that Plaintiffs' Complaint relies on information made public more than four years ago, Plaintiff's Complaint is time-barred.

**FOURTH DEFENSE**

**(Lack of Antitrust Injury)**

6. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not suffered any injury in fact or any injury cognizable under the antitrust laws.

**FIFTH DEFENSE**

**(Failure to Allege an Antitrust Market)**

7. Plaintiffs' claims are barred, in whole or in part, because the Complaint has insufficiently alleged a relevant product market and geographic market and is so vague and ambiguous as to deny Hartford HealthCare notice of the markets alleged by Plaintiffs.

**SIXTH DEFENSE**

**(No Harm to Competition)**

8. Plaintiffs' claims are barred, in whole or in part, because none of Hartford HealthCare's alleged conduct substantially lessened competition within any properly defined market.

**SEVENTH DEFENSE**

**(Failure To Mitigate)**

9. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to exercise reasonable care to mitigate any damages they may have suffered.

**EIGHTH DEFENSE**

**(Lack of Causation & Intervening/Superseding Conduct)**

10. Plaintiffs' claims are barred, in whole or in part, because any alleged injuries and damages either were not legally or proximately caused by any acts or omissions of Hartford HealthCare or were caused, if at all, solely and proximately by Plaintiffs' conduct or by the conduct of third parties including, without limitation, the prior, intervening, or superseding conduct of Plaintiffs or such third parties.

**NINTH DEFENSE**

**(Waiver and/or Equitable Estoppel)**

11. Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver and/or equitable estoppel.

12. Plaintiffs, by their actions, accepted the benefits of an ongoing relationship with Hartford HealthCare and relinquished their rights to bring suit, and are equitably estopped from asserting their claims.

**TENTH DEFENSE**

**(Laches)**

13. Plaintiffs' claims are barred by the equitable doctrine of laches.

14. Plaintiffs demonstrated an unreasonable lack of diligence in bringing their claims.

15. Plaintiffs' unreasonable lack of diligence in bringing their claims now bars them.

**ELEVENTH DEFENSE**

**(Consent)**

16. Plaintiffs' claims are barred, in whole or in part, due to their ratification of, and consent to, the conduct of Hartford HealthCare.

17. Plaintiffs' Complaint demonstrates its long-standing ratification of and consent to the complained-of conduct.

18. Accordingly, because Plaintiffs have been aware for years of the very same conduct they now challenge—and because some of that conduct provided Plaintiffs a direct benefit—Plaintiffs' claims are barred by the doctrine of ratification.

**TWELFTH DEFENSE**

**(Arbitration Agreements, Class Action Waivers, or Other Contractual Terms)**

19. Plaintiffs' claims are barred, in whole or in part, to the extent they are bound by any applicable agreements that contain arbitration clauses, clauses providing a different forum for the resolution of their claims, provisions waiving a Plaintiff's ability to bring a representative or class action claim, or other limitations on liability and damages.

**THIRTEENTH DEFENSE**

**(Right to Set Off Amounts Paid)**

20. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying same, Plaintiffs' claims are barred, in whole or in part, by non-settling Defendants' right to set off any amounts paid to Plaintiffs by any Defendants who have settled, or do settle, Plaintiffs' claims against them in this action.

**FOURTEENTH DEFENSE**

**(Contracts Without Any Purported Overcharge)**

21. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying same, Plaintiffs' claims are barred, in whole or in part, to the extent that Plaintiffs entered into contracts that do not include any purported overcharge.

**FIFTEENTH DEFENSE**

**(Improper Damages)**

22. Plaintiffs' claims are barred, in whole or in part, to the extent they seek improper multiple damage awards, and damage awards duplicative of those sought in other actions, in violation of the Due Process guarantees of the Fifth and Fourteenth Amendments of the United States Constitution and of the Eighth Amendment of the United States Constitution.

**SIXTEENTH DEFENSE**

**(Acquiescence)**

23. Plaintiffs' claims are barred, in whole or in part, by the Plaintiffs' knowing acquiescence to the restraints of trade alleged in the Complaint.

**SEVENTEENTH DEFENSE**

**(Lack of Standing)**

24. Plaintiffs' claims are barred, in whole or in part, insofar as Plaintiffs lack, or any representative Plaintiff lacks, Article III standing to assert any or all of the claims alleged in the Complaint.

**EIGHTEENTH DEFENSE**

**(Improper Class Action)**

25. This action may not be maintained as a class action pursuant to Federal Rules of Civil Procedure 23(a) or 23(b)(3) because, without waiving any other arguments, Plaintiffs have not defined a cognizable class or class period, common questions of law or fact common to members of the putative class do not predominate over any questions affecting only individual members, and a class action is not superior to other available methods for fairly and efficiently adjudicating this controversy.

**NINETEENTH DEFENSE**

**(Inadequate Class Representatives)**

26. Plaintiffs' putative class should be stricken or dismissed because the Plaintiffs are not proper or adequate class representatives and their claims are not representative of the putative class.

**TWENTIETH DEFENSE**

**(Damages Are Too Speculative)**

27. Plaintiffs have not suffered any legally cognizable injury and has not suffered an injury-in-fact. If and to the extent Plaintiffs have been damaged (which Hartford HealthCare denies), the amount of damages that Plaintiffs allege to have suffered are too remote, speculative, and indirect from the alleged conduct to allow recovery, and it is impossible to ascertain, apportion, and allocate such damages with reasonable certainty.

**TWENTY-FIRST DEFENSE**

**(Damages Reduced by Plaintiffs' Conduct)**

28. Upon information and belief, Plaintiffs' claims are barred, in whole or in part, by Defendants' right to set off any amount paid to Plaintiffs by damages attributable to Plaintiffs' conduct.

**TWENTY-SECOND DEFENSE**

**(Justified and Procompetitive Conduct)**

29. Some or all of Plaintiffs' claims are barred because all of Hartford HealthCare's conduct challenged by Plaintiffs was lawful, fair, non-deceptive, expressly authorized by law, justified, and procompetitive and reasonable; it constituted a bona fide business practice consistent with industry practices and was carried out in furtherance of legitimate business interests; and it was an essential part of Hartford HealthCare's lawful business operations.

**TWENTY-THIRD DEFENSE**

**(Unjust Enrichment)**

30. Plaintiffs' claims are barred, in whole or in part, because any recovery would result in unjust enrichment to Plaintiffs.



**TWENTY-FOURTH DEFENSE**

**(Unavailability of Injunctive Relief)**

31. Plaintiffs are not entitled to injunctive relief as against Hartford HealthCare because Hartford HealthCare has not and is not continuing any of the conduct alleged herein.

32. Moreover, Plaintiffs have an adequate remedy at law and no factual or legal basis for the grant of equitable relief.

**TWENTY-FIFTH DEFENSE**

**(Recoupment)**

33. Upon information and belief, Plaintiffs' claims are barred, in whole or in part, by Defendants' right to set off any amount Plaintiffs owe Defendants.

**TWENTY-SIXTH DEFENSE**

**(Collateral Estoppel or Res Judicata)**

34. Plaintiffs' claims are barred, in whole or in part, by the doctrines of collateral estoppel and/or res judicata.

**TWENTY-SEVENTH DEFENSE**

**(Lack of Monopoly Power)**

35. Hartford HealthCare does not have market power or monopoly power in any properly defined relevant market, and Plaintiffs therefore cannot state a claim sounding in antitrust.

**TWENTY-EIGHTH DEFENSE**

**(Right to Assert Other Defenses)**

36. Hartford HealthCare reserves the right to assert other defenses as this action proceeds up to and including the time of trial.

WHEREFORE, Hartford HealthCare prays for a judgment against Plaintiffs and that this Court grant Hartford HealthCare its costs and expenses, together with such other and further relief as may be just and proper.

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