

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

SETH STERN, et al.

Plaintiffs,

v.

JPMORGAN CHASE & CO., et al.

Defendants.

Case No. 1:25-cv-02097

**DEFENDANTS' ANSWER AND DEFENSES TO THE
CLASS ACTION COMPLAINT**

Defendants JPMorgan Chase & Co. (“JPMC”), JPMorgan Chase Bank N.A. (“JPMCB”), and JPMorgan Chase Compensation & Management Development Committee, (the “Committee” and, collectively, “Defendants”) respectfully submit this answer to the Class Action Complaint (“Complaint”).

PRELIMINARY STATEMENT

The Complaint improperly mixes factual averments with argumentative rhetoric. Many of the allegations in the Complaint are overbroad, vague, or conclusory so as to make admissions or denials of such averments difficult or impossible. Further, the Complaint includes a number of allegations that appear intended solely to provide background information about benefits plans and pharmacy benefit managers (“PBMs”), without asserting specific allegations about the plan at issue in this case. By way of a general response, Defendants deny all allegations unless specifically admitted herein, and any factual averment admitted is admitted only as to properly pleaded facts and not as to any conclusion, characterization, implication, speculation, or general background information contained therein.

The Complaint also purports to paraphrase or quote from a number of sources, some identified, some not. Defendants do not admit the authenticity of any such sources, and reserve the right to challenge the truth, accuracy, relevance, and admissibility of the sources, quotation, and paraphrasing.

Moreover, many of the allegations in the Complaint concern claims that have since been dismissed from this case. On March 9, 2026, the Court granted in part and denied in part Defendants’ motion to dismiss. ECF No. 45 (the “Motion to Dismiss Order”). In that order, the Court rejected Plaintiffs’ “higher premiums” theory of standing and held that Plaintiffs had alleged standing only based on an “out-of-pocket overpayments” theory of standing. *Id.* at 11, 13–19. On the merits, the Court dismissed Counts I and II, alleging breaches of fiduciary duties, on the

grounds that Defendants were not acting as fiduciaries when making decisions regarding “the design and structure of the [JPMorgan Chase Health and Care and Insurance Program for Active Employees and its component Medical Plan’s (“Plan’s”)] pharmacy benefit arrangements” including “how the PBM was compensated, how drugs were categorized, what pricing benchmarks were used, and which alternatives were not adopted.” Motion to Dismiss Order at 23–29; *see also id.* at 19–20 n.5 (reiterating that “the Complaint” “does not” “concern[] fiduciary conduct”). In the alternative, the Court held that, “even if the Complaint concerned fiduciary conduct,” “Plaintiffs do not plead actual overpayment on their part sufficient to support an inference of breach.” *Id.* at 19–20 n.5.

The Court denied Defendants’ motion to dismiss only as to Counts IV and V, alleging prohibited transactions. Motion to Dismiss Order at 29–34. With respect to those claims, the Court held that “[h]iring a service provider in and of itself is a fiduciary function,” and that it was “undisputed” that Caremark acts as a service provider to the plan in some capacity. *Id.* at 30. The Court pointed in particular to Defendants’ reply brief in support of its motion to dismiss (*id.* at 30 (citing and quoting Defs.’ Reply at 6, ECF No. 38)), which noted Caremark’s “service-provider role in *administering* JPMC’s prescription-drug benefits by resolving prescription-drug claims, processing prior authorizations, etc.” (Defs.’ Reply at 6)—a role that is distinct from Caremark’s work in “helping JPMC set the benefits promised by the Plan,” including setting the formularies and prescription-drug pricing (*id.*). Although the Court held that the latter role is a settlor function and not a matter of fiduciary oversight (Motion to Dismiss Order at 23–29), and although the Court acknowledged that Plaintiffs’ allegations “collectively focus less on administration and more on Defendants’ decisions regarding the design and structure of the Plan’s pharmacy benefit arrangements” (*id.* at 23), the Court held that the Complaint’s allegation that Defendants retained

Caremark as a plan service provider was sufficient to state a viable prohibited transaction claim under the Supreme Court’s decision in *Cunningham v. Cornell Univ.*, 604 U.S. 693 (2005). *Id.* at 32–33.

Given the Court’s ruling on Plaintiffs’ fiduciary breach claims, the prohibited transaction ruling is necessarily limited to that aspect of Caremark’s work on administering the Plan as designed, by “resolving prescription-drug claims” and “processing prior authorizations” and not in “helping JPMC set the benefits promised by the Plan” by setting the formularies or determining drug pricing. Defs.’ Reply at 6; Motion to Dismiss Order at 30 (citing this portion).

To prevent undue, unnecessary burden to the parties and preserve judicial resources, Defendants do not herein respond to allegations that exclusively concern claims dismissed in the Motion to Dismiss Order. Similarly, Defendants do not respond to allegations that exclusively concern claims dismissed in connection with Plaintiffs’ earlier notice of dismissal. ECF No. 34 (dismissing claims). Defendants do not concede that the allegations they answer are relevant to the remaining claims, and reserve all rights to argue that such allegations are irrelevant to the remaining claims.

This Answer is based on Defendants’ present knowledge and information. Defendants reserve all rights to supplement or otherwise amend this Answer, including to add affirmative defenses, should discovery proceed and as otherwise may be appropriate during the course of litigation.

These comments and objections are incorporated, to the extent appropriate, into each numbered paragraph of this Answer.

DEFENDANTS’ ANSWERS TO PLAINTIFFS’ SPECIFIC ALLEGATIONS

Defendants respond to the specific allegations in the Complaint as follows:

1. Defendants neither admit nor deny the allegations of Paragraph 1, which contain legal conclusions and therefore require no response.

2. Defendants neither admit nor deny the allegations of Paragraph 2, which contain legal conclusions and therefore require no response.

3. Defendants neither admit nor deny the allegations of Paragraph 3, which contain legal conclusions and purport to describe Plaintiffs' causes of action (including those that have since been dismissed), and therefore require no response. To the extent any further response is required, Defendants deny any factual allegations in Paragraph 3 and specifically deny that Plaintiffs have any viable claim against Defendants.

4. Defendants deny the allegations of Paragraph 4 insofar as they misstate the price participants or their beneficiaries paid for a 30-unit teriflunomide prescription under the Plan. Defendants lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the second sentence of Paragraph 4 regarding the prices anyone could pay to fill a 30-unit teriflunomide prescription without using insurance at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants deny the remainder of Paragraph 4, and deny any breach of duty or non-exempt prohibited transaction.

5. Denied.

6. Denied.

7. Defendants neither admit nor deny the allegations of Paragraph 7, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

8. Defendants neither admit nor deny the allegations of Paragraph 8, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

9. Defendants neither admit nor deny the allegations of Paragraph 9, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

10. Defendants neither admit nor deny the allegations of Paragraph 10, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

11. Defendants neither admit nor deny the allegations of Paragraph 11, which contain legal conclusions and therefore require no response. To the extent that a response is deemed necessary, Defendants deny any factual allegations in Paragraph 11, and deny that they engaged in any non-exempt prohibited transaction.

12. Defendants neither admit nor deny the allegations of Paragraph 12, which contain legal conclusions and purport to describe Plaintiffs' causes of action (including those that have since been dismissed), and therefore require no response. To the extent any further response is required, Defendants deny any factual allegations in Paragraph 12 and specifically deny that Plaintiffs have any viable claim against Defendants.

13. Defendants admit that Seth Stern is a participant in the Plan, and that he began employment with JPMorgan in October 2006 and remains employed by JPMorgan. Defendants further admit that Mr. Stern paid premiums and purchased prescription drugs through the Plan. Defendants neither admit nor deny the remaining allegations of the first sentence in Paragraph 13, which contain legal conclusions and therefore require no response. Defendants deny the remaining

allegations in Paragraph 13, and deny any breach of duty or non-exempt prohibited transaction and that Mr. Stern incurred any loss.

14. Defendants admit that Angela Binder was a participant in the Plan, and that she was employed by JPMorgan from November 2001 through November 2022. Defendants further admit that Ms. Bindner paid premiums and purchased prescription drugs through the Plan. Defendants neither admit nor deny the remaining allegations of the first sentence in Paragraph 14, which contain legal conclusions and therefore require no response. Defendants deny the remaining allegations in Paragraph 14, and deny any breach of duty or non-exempt prohibited transaction and that Ms. Bindner incurred any loss.

15. Defendants admit that a Mary Anne Schmitt was a participant in the Plan, and that she was employed by JPMorgan from November 2022 through September 2024. Defendants further admit that Ms. Schmitt paid premiums and purchased prescription drugs through the Plan. Defendants neither admit nor deny the remaining allegations of the first sentence in Paragraph 15, which contain legal conclusions and therefore require no response. Defendants deny the remaining allegations in Paragraph 15, and deny any breach of duty or non-exempt prohibited transaction and that Ms. Schmitt incurred any loss.

16. Defendants neither admit nor deny the allegations of Paragraph 16, which contain legal conclusions and purport to describe Plaintiffs' causes of action (including those that have since been dismissed), and therefore require no response. To the extent any further response is required, Defendants deny any factual allegations in Paragraph 16 and specifically deny that Plaintiffs have any viable claim against Defendants.

17. Defendants admit that the Plan is an employee welfare benefit plan within the JPMorgan Chase Health Care and Insurance Program for Active Employees, which provides

various health care and insurance benefits for eligible employees and their dependents who elect to participate. Defendants neither admit nor deny the allegations in the third sentence of Paragraph 17, which purport to quote from and characterize the contents of the 2023 Form 5500 filed with the Department of Labor, and therefore require no response. Defendants admit that the Plan makes available, among other things, prescription-drug benefits through Caremark, a third-party service provider. Defendants admit that the Plan paid Caremark \$3,117,435 in administrative fees in 2023, and deny the remaining allegations in the fifth sentence of Paragraph 17. Defendants neither admit nor deny the remaining allegations in Paragraph 17, which contain legal conclusions (including concerning claims that have been dismissed) and therefore require no response. To the extent that a response is deemed necessary, Defendants deny any remaining factual allegations in Paragraph 17, and deny any breach of duty or any non-exempt prohibited transaction.

18. Defendants admit that JPMC is a multinational financial services company, that it earned approximately \$240 billion in revenue in the 2023 fiscal year, and that it ranked 21st on the 2024 Fortune 500. Defendants neither admit nor deny the remaining allegations in Paragraph 18, which contain legal conclusions (including concerning claims that have been dismissed) and therefore require no response. To the extent that a response is deemed necessary, Defendants deny any remaining factual allegations in Paragraph 18, and deny any breach of duty or any non-exempt prohibited transaction.

19. Defendants admit that JPMCB is a wholly-owned subsidiary of JPMC and is the sponsor of the Plan. Defendants neither admit nor deny the remaining allegations in Paragraph 19, which contain legal conclusions (including concerning claims that have been dismissed) and therefore require no response. To the extent that a response is deemed necessary, Defendants deny

any remaining factual allegations in Paragraph 19, and deny any breach of duty or any non-exempt prohibited transaction.

20. Defendants neither admit nor deny the allegations of Paragraph 20, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

21. Defendants neither admit nor deny the allegations of Paragraph 21, which purport to selectively describes the Plan's Forms 5500 and exclusively concern claims that the Court has dismissed, and therefore require no response.

22. Defendants neither admit nor deny the allegations in the first sentence of Paragraph 22, which appear to quote from and characterize the charter of the Committee, and therefore require no response. Defendants neither admit nor deny the remaining allegations in Paragraph 22, which contain legal conclusions to which no response is required. To the extent that a response is deemed necessary, Defendants deny any remaining factual allegations in Paragraph 22, and deny any breach of duty or any non-exempt prohibited transaction.

23. Defendants neither admit nor deny the allegations of Paragraph 23, which contain a legal conclusion and exclusively concern claims that the Court has dismissed, and therefore require no response.

24. Defendants neither admit nor deny the allegations of Paragraph 24, which contain a legal conclusion and exclusively concern claims that the Court has dismissed, and therefore require no response.

25. Defendants neither admit nor deny the allegations of Paragraph 25, which contain a legal conclusion and exclusively concern claims that the Court has dismissed, and therefore require no response.

26. Defendants neither admit nor deny the allegations of Paragraph 26, which contain a legal conclusion and exclusively concern claims that the Court has dismissed, and therefore require no response.

27. Defendants admit that the Trust is established under I.R.C. § 501(c)(9) and that the Trust is funded in part by employer and employee contributions, as well as investment income, and that Plan expenses are paid from the Trust to the extent not paid by JPMCB. The fifth and sixth sentences of Paragraph 27 contain legal conclusions and therefore require no response. Defendants neither admit nor deny the remaining allegations of Paragraph 27, which purport to selectively quote from and characterize the contents of the Internal Revenue Service Form 990 filed by the JPMorgan Chase VEBA Trust for Active Employees (“Trust”), and therefore require no response.

28. Admitted that Plaintiffs purport to bring their suit under 29 U.S.C. § 1132, but otherwise denied.

29. Defendants admit that JPMC is headquartered in New York, New York, and deny the remaining allegations in Paragraph 29. Defendants do not contest venue.

30. Paragraph 30 contains broad generalizations regarding employee health benefit plans and PBMs unrelated to the Plan, and therefore requires no response. Defendants leave Plaintiffs to their proof as to those allegations.

31. Defendants neither admit nor deny the allegations of Paragraph 31, which contain legal conclusions and therefore require no response

32. Defendants neither admit nor deny the allegations of Paragraph 32, which contain legal conclusions and therefore require no response.

33. Defendants neither admit nor deny the allegations of Paragraph 33, which contain legal conclusions (including concerning claims that have been dismissed) and purport to selectively quote from statutory provisions and unidentified court decision(s) and therefore require no response.

34. Defendants neither admit nor deny the allegations of Paragraph 34, which purport to selectively quote from statutory provisions and therefore require no response.

35. Defendants neither admit nor deny the allegations of Paragraph 35, which contain legal conclusions, purport to selectively quote a restatement of law, and exclusively concern claims that the Court has dismissed and therefore require no response.

36. Defendants neither admit nor deny the allegations of Paragraph 36, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty.

37. Defendants neither admit nor deny the allegations of Paragraph 37, which contain legal conclusions, purport to selectively quote a restatement of law and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty.

38. Defendants neither admit nor deny the allegations of Paragraph 38, which contain legal conclusions and therefore require no response.

39. Defendants neither admit nor deny the allegations of Paragraph 39, which purport to selectively quote from statutory provisions and therefore require no response.

40. Defendants neither admit nor deny the allegations of Paragraph 40, which contain legal conclusions and therefore require no response.

41. Defendants neither admit nor deny the allegations of Paragraph 41, which contain legal conclusions (including concerning claims that have been dismissed) and purport to selectively quote from statutory provisions and therefore require no response.

42. Defendants neither admit nor deny the allegations of Paragraph 42, which contain legal conclusions (including concerning claims that have been dismissed) and therefore require no response.

43. Defendants neither admit nor deny the allegations of Paragraph 43, which exclusively concern claims that the Court has dismissed and therefore require no response.

44. Defendants neither admit nor deny the allegations of Paragraph 44, which exclusively concern claims that the Court has dismissed and therefore require no response.

45. Defendants neither admit nor deny the allegations of Paragraph 45, which exclusively concern claims that the Court has dismissed and therefore require no response.

46. Defendants neither admit nor deny the allegations of Paragraph 46, which exclusively concern claims that the Court has dismissed and therefore require no response.

47. Defendants neither admit nor deny the allegations of Paragraph 47, which purport to selectively quote an unidentified Food and Drug Administration publication and exclusively concern claims that the Court has dismissed, and therefore require no response.

48. Defendants neither admit nor deny the allegations of Paragraph 48, which exclusively concern claims that the Court has dismissed and therefore require no response.

49. Defendants neither admit nor deny the allegations of Paragraph 49, which contains legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

50. Paragraph 50 contains broad generalizations regarding PBMs. Defendants admit that it is common for plan fiduciaries to elect to offer prescription drug plans through various PBMs, but given the generalized nature of the allegations in Paragraph 50 beyond the Plan, Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

51. Paragraph 51 contains broad generalizations regarding PBMs beyond the Plan, and Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

52. Defendants neither admit nor deny the allegations in the first sentence of Paragraph 52, which contain legal conclusions and therefore require no response. The remaining sentences of Paragraph 52 contain broad generalizations regarding PBMs beyond the Plan, and Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

53. Defendants neither admit nor deny the allegations of Paragraph 53, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

54. Defendants neither admit nor deny the allegations of Paragraph 54, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

55. Defendants neither admit nor deny the allegations of Paragraph 55, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

56. Defendants neither admit nor deny the allegations of Paragraph 56, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

57. Defendants neither admit nor deny the allegations of Paragraph 57, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed and therefore require no response.

58. Defendants neither admit nor deny the allegations of Paragraph 58, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

59. Defendants neither admit nor deny the allegations of Paragraph 59, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

60. Defendants neither admit nor deny the allegations of Paragraph 60, which contain broad generalizations regarding PBMs beyond the Plan, purport to selectively quote an unidentified study and exclusively concern claims that the Court has dismissed, and therefore require no response.

61. Defendants neither admit nor deny the allegations of Paragraph 61, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

62. Defendants neither admit nor deny the allegations of Paragraph 62, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

63. Defendants neither admit nor deny the allegations of Paragraph 63, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

64. Defendants neither admit nor deny the allegations of Paragraph 64, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

65. Defendants neither admit nor deny the allegations of Paragraph 65, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed. and therefore require no response.

66. Defendants neither admit nor deny the allegations of Paragraph 66, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

67. Defendants neither admit nor deny the allegations of Paragraph 67, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

68. Defendants neither admit nor deny the allegations of Paragraph 68, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

69. Defendants neither admit nor deny the allegations of Paragraph 69, which contain broad generalizations regarding PBMs beyond the Plan, purport to selectively describe the cited publication, and exclusively concern claims that the Court has dismissed, and therefore require no response.

70. Defendants neither admit nor deny the allegations of Paragraph 70, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

71. Defendants neither admit nor deny the allegations of Paragraph 71, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

72. Defendants neither admit nor deny the allegations of Paragraph 72, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

73. Defendants neither admit nor deny the allegations of Paragraph 73, which contain legal conclusions, contain broad generalizations regarding PBMs beyond the Plan, and exclusively concern claims that the Court has dismissed, and therefore require no response.

74. Defendants neither admit nor deny the allegations of Paragraph 74, which contain legal conclusions, contain broad generalizations regarding PBMs beyond the Plan, and exclusively concern claims that the Court has dismissed, and therefore require no response.

75. Paragraph 75 contains broad generalizations regarding other plan sponsors, recommendations a plan sponsor's broker or consultant might make, and the incentives brokers and consultants have unrelated to the Plan, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

76. Paragraph 76 contains broad generalizations regarding how brokers or consultants may be paid and their incentives unrelated to the Plan, and also purports to quote from a report by an unidentified media outlet, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

77. Defendants neither admit nor deny the allegations of Paragraph 77, which purport to reference a report by an unidentified author and therefore require no response.

78. Defendants neither admit nor deny the allegations of Paragraph 78, which purport to reference and quote statements made by unidentified purported industry experts, and therefore require no response.

79. Paragraph 79 contains broad generalizations regarding how some consultants and brokers manage requests for proposal unrelated to the Plan, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

80. Defendants neither admit nor deny the allegations of Paragraph 80, which purport to describe legal obligations and selectively quote a publication by an unidentified media outlet, and exclusively concern claims that the Court has dismissed, and therefore require no response.

81. Defendants neither admit nor deny the allegations of Paragraph 81, which purport to describe legal obligations and exclusively concern claims that the Court has dismissed, and therefore require no response.

82. Defendants neither admit nor deny the allegations of Paragraph 82, which purport to selective quote statutory language and describe legal obligations, and therefore require no response.

83. Defendants neither admit nor deny the allegations of Paragraph 83, which contain legal conclusions (including concerning claims that have been dismissed) and therefore require no response.

84. Defendants neither admit nor deny the allegations of Paragraph 84, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

85. Defendants neither admit nor deny the allegations of Paragraph 85, which contain broad generalizations regarding plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

86. Defendants neither admit nor deny the allegations of Paragraph 86, which contain broad generalizations regarding plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

87. Defendants neither admit nor deny the allegations of Paragraph 87, which contain broad generalizations regarding plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

88. Defendants neither admit nor deny the allegations of Paragraph 88, which contain broad generalizations regarding plans beyond the Plan, purport to selectively quote the cited publication, and exclusively concern claims that the Court has dismissed, and therefore require no response.

89. Defendants neither admit nor deny the allegations of Paragraph 89, which contain broad generalizations regarding plans beyond the Plan, purport to selectively quote the cited publications, and exclusively concern claims that the Court has dismissed and therefore require no response.

90. Defendants neither admit nor deny the allegations of Paragraph 90, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

91. Defendants neither admit nor deny the allegations of Paragraph 91, which contain broad generalizations regarding plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

92. Defendants neither admit nor deny the allegations of Paragraph 92, which contain broad generalizations regarding plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

93. Defendants neither admit nor deny the allegations of Paragraph 93, which contain broad generalizations regarding PBMs beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

94. Defendants neither admit nor deny the allegations of Paragraph 94, which contain broad generalizations regarding PBMs and plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

95. Defendants neither admit nor deny the allegations of Paragraph 95, which contain broad generalizations regarding PBMs and plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

96. Defendants neither admit nor deny the allegations of Paragraph 96, which contain broad generalizations regarding PBMs and plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

97. Defendants neither admit nor deny the allegations of Paragraph 97, which contain broad generalizations regarding PBMs and plans beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

98. Defendants neither admit nor deny the allegations of Paragraph 98, which contain legal conclusions as well as broad generalizations regarding PBMs and plans beyond the Plan, and exclusively concern claims that the Court has dismissed, and therefore require no response.

99. Defendants neither admit nor deny the allegations of Paragraph 99, which contain broad generalizations regarding prescription drug pricing beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

100. Defendants neither admit nor deny the allegations of Paragraph 100, which contain broad generalizations regarding prescription drug pricing beyond the Plan and exclusively concern claims that the Court has dismissed, and therefore require no response.

101. Defendants neither admit nor deny the allegations of Paragraph 101, which contain broad generalizations regarding plans beyond the Plan as well as legal conclusions, purport to selectively quote from an uncited publication, and exclusively concern claims that the Court has dismissed, and therefore require no response.

102. Defendants neither admit nor deny the allegations of Paragraph 102, which contain broad generalizations regarding plans beyond the Plan as well as legal conclusions, and exclusively concern claims that the Court has dismissed, and therefore require no response.

103. Defendants neither admit nor deny the allegations of Paragraph 103, which exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

104. Defendants admit that during the putative class period, JPMCB entered into or renewed a contract with Caremark. Defendants refer to the agreements with Caremark for their full terms, and deny any allegations inconsistent with their terms. Defendants otherwise deny any

remaining allegations in Paragraph 104, and deny any breach of duty or any non-exempt prohibited transaction.

105. The allegations of Paragraph 105 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 105 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 105.

106. The allegations of Paragraph 106 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 106 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 106.

107. The allegations of Paragraph 107 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 107 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that the contract between JPMCB and Caremark is not public, and deny the remaining allegations in Paragraph 107, and deny any breach of duty or any non-exempt prohibited transaction.

108. The allegations of Paragraph 108 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 108 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants

deny the allegations of Paragraph 108, and deny any breach of duty or any non-exempt prohibited transaction.

109. The allegations of Paragraph 109 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 109 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Paragraph 109 contains broad generalizations regarding the National Average Drug Acquisition Cost (“NADAC”) database unrelated to the Plan, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

110. The allegations of Paragraph 110 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 110 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Paragraph 110 contains broad generalizations regarding the NADAC database unrelated to the Plan, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

111. The allegations of Paragraph 111 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 111 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Paragraph 111 contains broad generalizations regarding the NADAC database and how it is used by PBMs unrelated to the Plan, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations. Defendants deny the

allegations in the sixth sentence of Paragraph 111. Defendants neither admit nor deny the allegations in the seventh sentence of Paragraph 111, which exclusively concern claims that the Court has dismissed and therefore require no response.

112. The allegations of Paragraph 112 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 112 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit the first sentence of Paragraph 112. Defendants deny that there are currently 404 generic drugs on the Plan's formularies. Defendants lack knowledge or information sufficient to form a belief as to the truth of the factual allegations regarding acquisition costs of 366 unidentified generic drugs referenced at the time the Complaint was filed in sentences two through four of Paragraph 112 and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 112, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 112, and deny any breach of duty or any non-exempt prohibited transaction.

113. The allegations of Paragraph 113 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 113 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that subsequent paragraphs identify specific drugs. Defendants otherwise deny the allegations in Paragraph 113.

114. The allegations of Paragraph 114 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 114 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 114 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first, second, and fourth through seventh sentences of Paragraph 114 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 114, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 114, and deny any breach of duty or any non-exempt prohibited transaction.

115. The allegations of Paragraph 115 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 115 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 115 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first, second, and fourth through seventh sentences of Paragraph 115 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph

115, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 115, and deny any breach of duty or any non-exempt prohibited transaction.

116. The allegations of Paragraph 116 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 116 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 116 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first, second, and fourth through seventh sentences of Paragraph 116 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 116, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 116, and deny any breach of duty or any non-exempt prohibited transaction.

117. The allegations of Paragraph 117 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 117 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 117 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first, second,

and fourth through seventh sentences of Paragraph 117 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 117, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 117, and deny any breach of duty or any non-exempt prohibited transaction.

118. The allegations of Paragraph 118 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 118 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 118 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first, second, and fourth through seventh sentences of Paragraph 118 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 118, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 118, and deny any breach of duty or any non-exempt prohibited transaction.

119. The allegations of Paragraph 119 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 119 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants

deny the allegations of Paragraph 119 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first, second, and fourth through seventh sentences of Paragraph 119 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 119, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 119, and deny any breach of duty or any non-exempt prohibited transaction.

120. The allegations of Paragraph 120 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 120 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 120 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first, second, and fourth through seventh sentences of Paragraph 120 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 120, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny the remainder of Paragraph 120, and deny any breach of duty or any non-exempt prohibited transaction.

121. The allegations of Paragraph 121 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 121 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 121 insofar as they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations regarding pharmacy acquisition costs for the 38 unidentified generic drugs referenced in the second sentence of Paragraph 121 at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants deny the remainder of Paragraph 121, and deny any breach of duty or any non-exempt prohibited transaction.

122. The allegations of Paragraph 122 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 122 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations of Paragraph 122 insofar as they misstate the price the Plan and participants or their beneficiaries paid for prescription drugs under the Plan. Defendants otherwise lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 122 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants deny the remainder of Paragraph 122, and deny any breach of duty or any non-exempt prohibited transaction.

123. The allegations of Paragraph 123 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 123 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first sentence of Paragraph 123 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants deny the allegations of the second sentence of Paragraph 123 insofar as they misstate the price the Plan and participants or their beneficiaries paid for prescription drugs under the Plan, and deny any breach of duty or any non-exempt prohibited transaction.

124. The allegations of Paragraph 124 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 120 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first sentence of Paragraph 124 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants deny the allegations of the second sentence of Paragraph 124 insofar as they misstate the price the Plan and participants or their beneficiaries paid for prescription drugs under the Plan, and deny any breach of duty or any non-exempt prohibited transaction.

125. The allegations of Paragraph 125 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 120 to the extent they concern claims that the Court has dismissed, and therefore require no

response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first sentence of Paragraph 125 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations. Defendants deny the allegations of the second sentence of Paragraph 125 insofar as they misstate the price the Plan and participants or their beneficiaries paid for prescription drugs under the Plan, and deny any breach of duty or any non-exempt prohibited transaction.

126. Denied.

127. The allegations of Paragraph 127 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 127 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that each Plaintiff filled at least one of the prescriptions identified in the chart included in Paragraph 127 through the Plan. Defendants admit that the fourth column of the chart accurately reflects the total combined price for that prescription paid by the Plan and/or by a Plaintiff out-of-pocket when the Plaintiff filled the prescription, with the exception of the prescription identified in the third row of the chart, and deny the allegation as to the price of that drug at the time the prescription was filled. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 127, including as to specific pharmacy acquisition costs at the time the Complaint was filed, and therefore leave Plaintiffs to their proof as to those allegations.

128. The allegations of Paragraph 128 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph

128 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants deny the allegations in the first, second, and third sentences of Paragraph 128. Defendants neither admit nor deny the allegations in the last sentence of Paragraph 128, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or any non-exempt prohibited transaction.

129. The allegations of Paragraph 129 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 129 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that one drug on the Plan's formularies is Hyrimoz, a Cordavis biosimilar drug. The remaining allegations of Paragraph 129 contain broad generalizations regarding Caremark's business, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

130. The allegations of Paragraph 130 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 130 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Paragraph 130 contains broad generalizations regarding Humira unrelated to the Plan, and therefore requires no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations.

131. The allegations of Paragraph 131 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph

131 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that one drug on the Plan's formularies is Hyrimoz and that Hyrimoz is a Humira biosimilar, and deny that Hyrimoz is the only Humira biosimilar available under the Plan. The remainder of the allegations of the second sentence of Paragraph 131 contain broad generalizations regarding Hyrimoz unrelated to the Plan, and therefore require no response. Defendants neither admit nor deny the allegations and leave Plaintiffs to their proof as to those allegations. Defendants deny the remaining allegations of Paragraph 131, and deny any breach of duty or any non-exempt prohibited transaction.

132. The allegations of Paragraph 132 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 132 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that one drug on the Plan's formularies is Hyrimoz. Defendants deny the allegations of Paragraph 132 to the extent they misstate the price participants or their beneficiaries paid for prescription drugs under the Plan.

133. The allegations of Paragraph 133 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 133 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that Yusimry and adalimumab-adbm are not on the Plan's formularies. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations of

Paragraph 133 regarding specific drug pricing not through the Plan at the time the Complaint was filed and therefore leave Plaintiffs to their proof as to those allegations.

134. The allegations of Paragraph 134 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 134 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants admit that Yusimry and adalimumab-adbm are not on the Plan's formularies. Defendants deny the remainder of Paragraph 134, and deny any breach of duty or any non-exempt prohibited transaction.

135. The allegations of Paragraph 135 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 135 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants neither admit nor deny the allegations of Paragraph 135, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or any non-exempt prohibited transaction.

136. Defendants neither admit nor deny the allegations of Paragraph 136, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

137. Defendants neither admit nor deny the allegations of Paragraph 137, which exclusively concern claims that the Court has dismissed and therefore require no response.

138. Defendants neither admit nor deny the allegations of Paragraph 138, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

139. Defendants neither admit nor deny the allegations of Paragraph 139, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

140. Defendants neither admit nor deny the allegations of Paragraph 140, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

141. Defendants admit that one drug on the Plan's formularies is Hyrimoz. Defendants neither admit nor deny the remaining allegations of Paragraph 141, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

142. Defendants admit that Vimovo is a drug offered on the Plan's formularies. Defendants neither admit nor deny the remaining allegations of Paragraph 142, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

143. Defendants neither admit nor deny the allegations of Paragraph 143, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

144. Defendants neither admit nor deny the allegations of Paragraph 144, which purport to selectively quote from uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

145. Defendants neither admit nor deny the allegations of Paragraph 145, which exclusively concern claims that the Court has dismissed and therefore require no response.

146. Defendants neither admit nor deny the allegations of Paragraph 146, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

147. Defendants neither admit nor deny the allegations of Paragraph 147, which exclusively concern claims that the Court has dismissed and therefore require no response.

148. Defendants neither admit nor deny the allegations of Paragraph 148, which purport to selectively quote from uncited publications or testimony and exclusively concern claims that the Court has dismissed, and therefore require no response.

149. Defendants neither admit nor deny the allegations of Paragraph 149, which purport to selectively quote from and describe uncited publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

150. Defendants neither admit nor deny the allegations of Paragraph 150, which exclusively concern claims that the Court has dismissed and therefore require no response.

151. Defendants neither admit nor deny the allegations of Paragraph 151, which purport to selectively quote from uncited publications or interviews and exclusively concern claims that the Court has dismissed, and therefore require no response.

152. Defendants neither admit nor deny the allegations of Paragraph 152, which purport to selectively quote from an uncited publication or interview and exclusively concern claims that the Court has dismissed, and therefore require no response.

153. Defendants neither admit nor deny the allegations of Paragraph 153, which purport to selectively quote from uncited publications or statements and exclusively concern claims that the Court has dismissed, and therefore require no response.

154. Defendants neither admit nor deny the allegations of Paragraph 154, which exclusively concern claims that the Court has dismissed and therefore require no response.

155. Defendants neither admit nor deny the allegations of Paragraph 155, which purport to selectively quote from an uncited publication or interview and exclusively concern claims that the Court has dismissed, and therefore require no response.

156. Defendants neither admit nor deny the allegations of Paragraph 156, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

157. Defendants neither admit nor deny the allegations of Paragraph 157, which purport to selectively quote from uncited publications or interviews and exclusively concern claims that the Court has dismissed, and therefore require no response.

158. Defendants neither admit nor deny the allegations of Paragraph 158, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty.

159. Defendants neither admit nor deny the allegations of Paragraph 159, which are vague and exclusively concern claims that the Court has dismissed, and therefore require no response.

160. Defendants neither admit nor deny the allegations of Paragraph 160, which are vague and/or exclusively concern claims that the Court has dismissed, and therefore require no response.

161. Defendants neither admit nor deny the allegations of Paragraph 161, which purport to selectively quote an uncited publication and exclusively concern claims that the Court has dismissed, and therefore require no response.

162. Defendants neither admit nor deny the allegations of Paragraph 162, which exclusively concern claims that the Court has dismissed and therefore require no response.

163. Defendants neither admit nor deny the allegations of Paragraph 163, which exclusively concern claims that the Court has dismissed and therefore require no response.

164. Defendants neither admit nor deny the allegations of Paragraph 164, which exclusively concern claims that the Court has dismissed and therefore require no response.

165. Defendants neither admit nor deny the allegations of Paragraph 165, which exclusively concern claims that the Court has dismissed and therefore require no response.

166. Defendants neither admit nor deny the allegations of Paragraph 166, which purport to selectively quote from an uncited publication and exclusively concern claims that the Court has dismissed, and therefore require no response.

167. Defendants neither admit nor deny the allegations of Paragraph 167, which purport to selectively quote from an uncited publication and exclusively concern claims that the Court has dismissed, and therefore require no response.

168. Defendants neither admit nor deny the allegations of Paragraph 168, which exclusively concern claims that the Court has dismissed and therefore require no response.

169. Defendants neither admit nor deny the allegations of Paragraph 169, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty.

170. Defendants neither admit nor deny the allegations of Paragraph 170, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

171. Defendants neither admit nor deny the allegations of Paragraph 171, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

172. Defendants neither admit nor deny the allegations of Paragraph 172, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

173. Defendants neither admit nor deny the allegations of Paragraph 173, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

174. Defendants neither admit nor deny the allegations of Paragraph 174, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

175. Defendants neither admit nor deny the allegations of Paragraph 175, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

176. Defendants neither admit nor deny the allegations of Paragraph 176, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

177. Defendants neither admit nor deny the allegations of Paragraph 177, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

178. Defendants neither admit nor deny the allegations of Paragraph 178, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants deny any breach of duty or loss.

179. Defendants neither admit nor deny the allegations of Paragraph 179, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

180. Defendants neither admit nor deny the allegations of Paragraph 180, which purport to selectively quote from and characterize an uncited article and exclusively concern claims that the Court has dismissed, and therefore require no response.

181. Defendants neither admit nor deny the allegations of Paragraph 181, which purport to selectively quote from and characterize an untitled article and exclusively concern claims that the Court has dismissed, and therefore require no response.

182. Defendants neither admit nor deny the allegations of Paragraph 182, which purport to selectively quote from and characterize an uncited article and exclusively concern claims that the Court has dismissed, and therefore require no response.

183. Defendants neither admit nor deny the allegations of Paragraph 183, which purport to selectively quote from and characterize an article and exclusively concern claims that the Court has dismissed, and therefore require no response.

184. Defendants neither admit nor deny the allegations of Paragraph 184, which purport to selectively quote from and characterize an untitled article and exclusively concern claims that the Court has dismissed, and therefore require no response.

185. Defendants neither admit nor deny the allegations of Paragraph 185, which purport to selectively quote from and characterize an untitled article and exclusively concern claims that the Court has dismissed, and therefore require no response.

186. Defendants neither admit nor deny the allegations of Paragraph 186, which purport to selectively quote from and characterize an untitled report and exclusively concern claims that the Court has dismissed, and therefore require no response.

187. Defendants neither admit nor deny the allegations of Paragraph 187, which purport to selectively quote from and characterize an untitled article and exclusively concern claims that the Court has dismissed, and therefore require no response.

188. Defendants neither admit nor deny the allegations of Paragraph 188, which purport to selectively quote from and characterize an untitled article and exclusively concern claims that the Court has dismissed, and therefore require no response.

189. Defendants neither admit nor deny the allegations of Paragraph 189, which purport to selectively quote from and characterize an uncited article and exclusively concern claims that the Court has dismissed, and therefore require no response.

190. Defendants neither admit nor deny the allegations of Paragraph 190, which purport to selectively quote from and characterize an uncited report and exclusively concern claims that the Court has dismissed, and therefore require no response.

191. Defendants neither admit nor deny the allegations of Paragraph 191, which purport to selectively quote from and characterize an uncited report and exclusively concern claims that the Court has dismissed, and therefore require no response.

192. Defendants neither admit nor deny the allegations of Paragraph 192, which purport to selectively quote from and characterize an untitled report and exclusively concern claims that the Court has dismissed, and therefore require no response.

193. Defendants neither admit nor deny the allegations of Paragraph 193, which purport to selectively quote from and characterize an untitled article and exclusively concern claims that the Court has dismissed, and therefore require no response.

194. Defendants neither admit nor deny the allegations of Paragraph 194, which purport to selectively quote from and characterize an uncited publication and exclusively concern claims that the Court has dismissed, and therefore require no response.

195. Defendants neither admit nor deny the allegations of Paragraph 195, which purport to selectively quote from and characterize an untitled publication and exclusively concern claims that the Court has dismissed, and therefore require no response.

196. Defendants neither admit nor deny the allegations of Paragraph 196, which purport to selectively quote from and characterize an uncited report and exclusively concern claims that the Court has dismissed, and therefore require no response.

197. Defendants neither admit nor deny the allegations of Paragraph 197, which purport to selectively quote from and characterize an uncited publication and exclusively concern claims that the Court has dismissed, and therefore require no response.

198. Defendants neither admit nor deny the allegations of Paragraph 198, which purport to selectively quote from and characterize an uncited article and exclusively concern claims that the Court has dismissed, and therefore require no response.

199. Defendants neither admit nor deny the allegations of Paragraph 199, which purport to selectively quote from and characterize an uncited publication or publications, to set forth requirements for federal contractors, and exclusively concern claims that the Court has dismissed, and therefore require no response.

200. Defendants neither admit nor deny the allegations of Paragraph 200, which purport to set forth requirements for federal contractors and exclusively concern claims that the Court has dismissed and therefore require no response.

201. Defendants neither admit nor deny the allegations of Paragraph 201, which exclusively concern claims that the Court has dismissed and therefore require no response.

202. Defendants neither admit nor deny the allegations of Paragraph 202, which purport to selectively characterize publications and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants further incorporate their answers to Paragraphs 136 through 146.

203. Defendants neither admit nor deny the allegations of Paragraph 203, which purport to selectively characterize publications and exclusively concern claims that the Court has dismissed, and therefore require no response. Defendants further incorporate their answer to Paragraph 149.

204. Defendants neither admit nor deny the allegations of Paragraph 204, which purport to selectively quote from and characterize publications and exclusively concern claims that the Court has dismissed, and therefore require no response.

205. The allegations of Paragraph 205 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 205 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in the first sentence of Paragraph 205 and therefore leave Plaintiffs to their proof as to those allegations. Defendants deny the remaining allegations of Paragraph 205, and deny any breach of duty or any non-exempt prohibited transaction or any loss.

206. The allegations of Paragraph 206 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 206 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 206 and therefore leave Plaintiffs to their proof as to those allegations.

207. The allegations of Paragraph 207 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 207 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 207 and therefore leave Plaintiffs to their proof as to those allegations.

208. The allegations of Paragraph 208 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 208 to the extent they concern claims that the Court has dismissed, and therefore require no

response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 208 and therefore leave Plaintiffs to their proof as to those allegations.

209. The allegations of Paragraph 209 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 209 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 209 and therefore leave Plaintiffs to their proof as to those allegations.

210. The allegations of Paragraph 210 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 210 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 210 and therefore leave Plaintiffs to their proof as to those allegations.

211. The allegations of Paragraph 211 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 211 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 211 and therefore leave Plaintiffs to their proof as to those allegations.

212. The allegations of Paragraph 212 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph

212 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 212 and therefore leave Plaintiffs to their proof as to those allegations.

213. The allegations of Paragraph 213 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 213 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 213 and therefore leave Plaintiffs to their proof as to those allegations.

214. The allegations of Paragraph 214 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 214 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 214 and therefore leave Plaintiffs to their proof as to those allegations.

215. The allegations of Paragraph 215 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 215 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 215 and therefore leave Plaintiffs to their proof as to those allegations.

216. The allegations of Paragraph 216 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 216 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 216 and therefore leave Plaintiffs to their proof as to those allegations.

217. The allegations of Paragraph 217 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 217 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 217 and therefore leave Plaintiffs to their proof as to those allegations.

218. The allegations of Paragraph 218 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 218 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 218 and therefore leave Plaintiffs to their proof as to those allegations.

219. The allegations of Paragraph 219 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 219 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants

lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 219 and therefore leave Plaintiffs to their proof as to those allegations.

220. The allegations of Paragraph 220 potentially concern both claims that have been dismissed and those that have not. Defendants neither admit nor deny the allegations of Paragraph 220 to the extent they concern claims that the Court has dismissed, and therefore require no response. To the extent the allegations concern claims that have not been dismissed, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 220 and therefore leave Plaintiffs to their proof as to those allegations.

221. Defendants admit that Mr. Stern is enrolled in the Plan, has been enrolled in the Plan at other times in the putative class period, and has paid premiums for his Plan health insurance coverage, part of which is for prescription-drug coverage, during at least portions of the putative class period and has also paid out-of-pocket amounts for prescription drugs during the same period of time. The fourth sentence of Paragraph 221 contains legal conclusions to which no response is necessary. To the extent that a response is deemed necessary to the fourth sentence of Paragraph 221, Defendants deny any factual allegations, and deny any breach of duty or any non-exempt prohibited transaction, as well as that Mr. Stern incurred any loss.

222. Defendants admit that Ms. Bindner was enrolled in the Plan during at least a portion of the putative class period, and has paid premiums for her Plan health insurance coverage, part of which is for prescription-drug coverage, during at least portions of the putative class period and has also paid out-of-pocket amounts for prescription drugs during the same period of time. The fourth sentence of Paragraph 222 contains legal conclusions to which no response is necessary. To the extent that a response is deemed necessary to the fourth sentence of Paragraph 222,

Defendants deny any factual allegations, and deny any breach of duty or any non-exempt prohibited transaction, as well as that Ms. Bindner incurred any loss.

223. Defendants admit that Mary Anne Schmitt was enrolled in the Plan during at least a portion of the putative class period, and has paid premiums for her Plan health insurance coverage, part of which is for prescription-drug coverage, during at least portions of the putative class period and has also paid out-of-pocket amounts for prescription drugs during the same period of time. The fourth sentence of Paragraph 223 contains legal conclusions to which no response is necessary. To the extent that a response is deemed necessary to the fourth sentence of Paragraph 223, Defendants deny any factual allegations, and deny any breach of duty or any non-exempt prohibited transaction, as well as that Ms. Schmitt incurred any loss.

224. The allegations of Paragraph 224 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants admit that the Plan is self-funded. The remaining allegations of Paragraph 224 contain broad generalizations regarding how self-funded plans in general cover the cost of their claims, and Defendants lack knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 224 and therefore leave Plaintiffs to their proof as to those allegations.

225. The allegations of Paragraph 225 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants admit the first sentence of Paragraph 225. Defendants deny the remaining allegations of Paragraph 225 that pertain to claims that remain in the case, and deny any breach of duty or any non-exempt prohibited transaction, as well as well as that Plaintiffs incurred any loss.

226. The allegations of Paragraph 226 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, the allegations of Paragraph 226 purport to characterize the terms of the Plan. Defendants rely on the Plan's governing documents to speak for themselves, rather than on Plaintiffs' characterization thereof (or characterization of a document that purports to summarize the terms of the Plan). To the extent Plaintiffs' allegations differ from the terms of the Plan's governing documents, Defendants deny such allegations.

227. The allegations of Paragraph 227 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations in the first and second sentences of Paragraph 227, which purport to quote from and characterize the contents of the Plan's Forms 5500 filed with the Department of Labor and therefore require no response. Defendants deny the remainder of Paragraph 227, and deny any breach of duty or any non-exempt prohibited transaction or loss.

228. The allegations of Paragraph 228 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, denied.

229. The allegations of Paragraph 229 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants deny the allegations in the first and second sentences of Paragraph 229. Defendants neither admit nor deny the remaining allegations of Paragraph 229, which purport to characterize the contents of the Plan's Forms 5500 filed with the Department of Labor and therefore require no response.

230. The allegations of Paragraph 230 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants deny the allegations in the first and third sentences of Paragraphs 230. Defendants neither admit nor deny the remaining allegations of Paragraph 230, which purport to characterize and quote from the cited article and therefore require no response.

231. The allegations of Paragraph 231 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants deny the allegations in the first and second sentences of Paragraphs 231. Defendants neither admit nor deny the remaining allegations of Paragraph 231, which purport to characterize the contents of the Plan's Forms 5500 filed with the Department of Labor and therefore require no response.

232. The allegations of Paragraph 232 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, denied.

233. The allegations of Paragraph 233 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, denied.

234. The allegations of Paragraph 234 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 234 and therefore leave Plaintiffs to their proof as to those allegations.

235. The allegations of Paragraph 235 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required,

Defendants neither admit nor deny the allegations of Paragraph 235, which purport to selectively characterize and quote from an untitled report issued by the Federal Trade Commission and therefore require no response.

236. The allegations of Paragraph 236 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations of Paragraph 236, which purport to selectively characterize and quote from the cited report and therefore require no response.

237. The allegations of Paragraph 237 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations of Paragraph 237, which purport to selectively quote from the cited report and therefore require no response.

238. The allegations of Paragraph 238 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations of Paragraph 238, which purport to selectively characterize and quote from the cited article and therefore require no response.

239. The allegations of Paragraph 239 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations of Paragraph 239, which purport to selectively characterize and quote from the cited article and therefore require no response.

240. The allegations of Paragraph 240 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations of Paragraph 240, which purport to selectively characterize and quote from the cited report and therefore require no response.

241. The allegations of Paragraph 241 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, denied.

242. The allegations of Paragraph 242 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants admit that monthly healthcare premiums were withheld from each Plaintiff's pay during the time that they were participants in the Plan, which was deposited into the Trust. Defendants deny any remaining allegations in Paragraph 242, including that Plaintiffs were participants in a "Salaried Medical Plan", and deny any breach of duty or any non-exempt prohibited transaction as well as that Plaintiffs incurred any loss.

243. The allegations of Paragraph 243 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations of Paragraph 243, which purport to characterize the contents of the Plan's Forms 5500 filed with the Department of Labor and therefore require no response.

244. The allegations of Paragraph 244 exclusively concern a standing theory that the Court has rejected and therefore require no response. To the extent a further response is required, Defendants neither admit nor deny the allegations of the third sentence of Paragraph 244, which contain legal conclusions and therefore require no response. Defendants also neither admit nor deny the allegations in Paragraph 244 regarding the amounts the Plan's trust received and used in 2023, which purport to characterize the contents of the Plan's Forms 5500 filed with the Department of Labor and therefore require no response. Defendants deny the remainder of

Paragraph 244, and deny any breach of duty or any non-exempt prohibited transaction as well as that Plaintiffs or the Plan incurred any loss.

245. Denied.

246. Defendants neither admit nor deny the allegations of Paragraph 246, which purport to define a term used in the Complaint and therefore require no response.

247. Defendants admit that Mr. Stern obtained the prescriptions identified by name in the first sentence of Paragraph 247 while enrolled in the Plan. Defendants additionally admit that, in October 2023, Mr. Stern filled the prescription identified in the second sentence of Paragraph 247 as having been filled in that month and that Mr. Stern paid \$8.25 out-of-pocket for that prescription. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 247 and therefore leave Plaintiffs to their proof as to those allegations. To the extent a response is required, Defendants deny that benefits provided under the Plan were unreasonable and that any prices paid by participants, including Plaintiffs, included overcharges.

248. Defendants admit that, in March 2022, Ms. Bindner obtained the prescription identified by name in Paragraph 248, that she was enrolled in the Plan at the time, that the total cost of that prescription under the Plan was \$45.73 at that time, and that Ms. Binder paid \$30 out-of-pocket for the prescription at that time. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 248 and therefore leave Plaintiffs to their proof as to those allegations. To the extent a response is required, Defendants deny that benefits provided under the Plan were unreasonable and that any prices paid by participants, including Plaintiffs, included overcharges.

249. Defendants admit that Mary Anne Schmitt obtained the prescriptions identified by name in the first sentence of Paragraph 249 while enrolled in the Plan. Defendants additionally admit that, in October 2023, Ms. Schmitt filled the prescription identified in the second sentence of Paragraph 249 as having been filled in that month and that the cost of that prescription under the Plan was \$18.34, but deny the allegations in the fourth sentence of Paragraph 249. Defendants further admit that, in December 2023, Ms. Schmitt filled the prescription identified in Paragraph 249 as having been filled in that month and that she paid \$7.19 out-of-pocket for that prescription. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 249 and therefore leave Plaintiffs to their proof as to those allegations. To the extent a response is required, Defendants deny that benefits provided under the Plan were unreasonable and that any prices paid by participants, including Plaintiffs, included overcharges.

250. The allegations of the first and second sentences of Paragraph 250 purport to characterize the terms of the Plan. Defendants rely on the Plan's governing documents to speak for themselves, rather than on Plaintiffs' characterization thereof (or characterization of a document that purports to summarize the terms of the Plan). To the extent Plaintiffs' allegations differ from the terms of the Plan's governing documents, Defendants deny such allegations. Defendants admit the allegations in the third sentence of Paragraph 250 as to amounts Mr. Stern paid out-of-pocket for prescription drugs under the Plan in the stated years.

251. The allegations of the first and second sentences of Paragraph 251 purport to characterize the terms of the Plan. Defendants rely on the Plan's governing documents to speak for themselves, rather than on Plaintiffs' characterization thereof (or characterization of a document that purports to summarize the terms of the Plan). To the extent Plaintiffs' allegations differ from the terms of the Plan's governing documents, Defendants deny such allegations.

Defendants deny that Ms. Bindner paid \$31.93 out-of-pocket for prescription drugs under the Plan in 2022. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 251 and therefore leave Plaintiffs to their proof as to those allegations.

252. The allegations of the first and second sentences of Paragraph 252 purport to characterize the terms of the Plan. Defendants rely on the Plan's governing documents to speak for themselves, rather than on Plaintiffs' characterization thereof (or characterization of a document that purports to summarize the terms of the Plan). To the extent Plaintiffs' allegations differ from the terms of the Plan's governing documents, Defendants deny such allegations. Defendants admit that in 2022, 2023, and 2024 Mary Anne Schmitt incurred the out-of-pocket expense amounts for prescription drugs under the Plan identified in Paragraph 252 for each of those years. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 252 and therefore leave Plaintiffs to their proof as to those allegations.

253. Defendants neither admit nor deny the allegations of Paragraph 253, which purport to describe Plaintiffs' causes of action (including those that have since been dismissed) and contain legal conclusions to which no response is necessary. To the extent any response is deemed necessary, Defendants deny that Plaintiffs have any viable claims.

254. Defendants neither admit nor deny the allegations of Paragraph 254, which purport to describe Plaintiffs' causes of action (including those that have since been dismissed) and contain legal conclusions to which no response is necessary. To the extent any response is deemed necessary, Defendants deny that Plaintiffs have any viable claims.

255. Defendants lack information to know Plaintiffs' intent, and therefore cannot respond to the allegation in the last clause of the last sentence of Paragraph 255. Defendants deny the remaining allegations of Paragraph 255.

256. Defendants neither admit nor deny the allegations of Paragraph 256, which purport to describe Plaintiffs' cause of action and the putative class that Plaintiffs seek to have certified, and therefore require no response. To the extent any response is deemed necessary, Defendants deny that certification of a class is appropriate in this case.

257. Defendants admit that the Plan has had tens of thousands of participants during the putative class period. Defendants deny the remainder of Paragraph 257.

258. Defendants admit that Plaintiffs participated in the Plan at times during their putative class period. Defendants deny the remaining allegations of Paragraph 258.

259. Denied.

260. Denied.

261. Denied.

262. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 262 and therefore leave Plaintiffs to their proof as to those allegations. To the extent a response is deemed necessary, denied.

263. Denied.

CAUSES OF ACTION

COUNT ONE

Breach of Fiduciary Duties – 29 U.S.C. §§ 1104(a), 1132(a)(2) (on behalf of Plaintiffs, the Class, and the Plan against All Defendants)

264. Defendants neither admit nor deny the allegations of Paragraph 264, which exclusively concern claims that the Court has dismissed and therefore require no response.

265. Defendants neither admit nor deny the allegations of Paragraph 265, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

266. Defendants neither admit nor deny the allegations of Paragraph 266, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

267. Defendants neither admit nor deny the allegations of Paragraph 267, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

268. Defendants neither admit nor deny the allegations of Paragraph 268, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

269. Defendants neither admit nor deny the allegations of Paragraph 269, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

270. Defendants neither admit nor deny the allegations of Paragraph 270, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss, and deny that Plaintiffs are entitled to any relief.

COUNT TWO

Breach of Fiduciary Duties – 29 U.S.C. §§ 1104(a), 1132(a)(3) (on behalf of Plaintiffs and the Class against All Defendants)

271. Defendants neither admit nor deny the allegations of Paragraph 271, which exclusively concern claims that the Court has dismissed and therefore require no response.

272. Defendants neither admit nor deny the allegations of Paragraph 272, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

273. Defendants neither admit nor deny the allegations of Paragraph 273, which contain legal conclusions and exclusively concern claims that the Court has dismissed, and therefore require no response.

274. Defendants neither admit nor deny the allegations of Paragraph 274, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

275. Defendants neither admit nor deny the allegations of Paragraph 275, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

276. Defendants neither admit nor deny the allegations of Paragraph 276, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss.

277. Defendants neither admit nor deny the allegations of Paragraph 277, which exclusively concern claims that the Court has dismissed and therefore require no response. Defendants deny any breach of duty or loss, and deny that Plaintiffs are entitled to any relief.

COUNT FOUR

Prohibited Transactions – 29 U.S.C. § 1106(a)(1), 1132(a)(2) (on behalf of Plaintiffs, the Class, and the Plan against all Defendants)

278. Defendants incorporate all prior answers as if fully written herein.

279. Defendants neither admit nor deny the allegations in the first sentence of Paragraph 279, which contain legal conclusions and therefore require no response. Defendants admit that

CVS is a banking client of JPMC and/or its affiliates. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in the second sentence of Paragraph 279 and therefore leave Plaintiffs to their proof as to those allegations.

280. Denied.

281. Defendants admit that they retained Caremark as the Plan's PBM. Defendants deny the remainder of Paragraph 281.

282. Denied.

283. Denied.

284. Denied.

285. Denied.

COUNT FIVE

Prohibited Transactions – 29 U.S.C. § 1106(a)(1), 1132(a)(3) (on behalf of Plaintiffs and the Class against All Defendants)

286. Defendants incorporate all prior answers as if fully written herein.

287. Defendants neither admit nor deny the allegations in the first sentence of Paragraph 287, which contain legal conclusions and therefore require no response. Defendants admit that CVS is a banking client of JPMC. Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in the second sentence of Paragraph 287 and therefore leave Plaintiffs to their proof as to those allegations.

288. Denied.

289. Defendants admit that they retained Caremark as the Plan's PBM. Defendants deny the remainder of Paragraph 289.

290. Denied.

291. Denied.

292. Denied.

293. Denied.

PLAINTIFFS' DEMAND FOR JUDGMENT

294. Paragraphs 294–304 constitute a prayer for relief as to which no response is required. To the extent a response is required, Defendants admit that Plaintiffs purport to seek the relief listed, but deny that Plaintiffs have any viable claim against Defendants or any right to relief against Defendants.

DEFENSES

Defendants advance the following defenses to the Complaint. The defenses asserted below will apply, or will not apply, in varying degrees to members of the putative class including Plaintiffs, depending upon the particular factual circumstances of each individual member of the putative class. By setting forth these defenses, Defendants do not assume the burden of proving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiffs. Nothing stated herein is intended or shall be construed as an admission that any issue or subject is relevant to the allegations of the Complaint.

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiffs lack standing to bring the remaining prohibited transaction claims for several reasons. First, Plaintiffs have suffered no injury because they have received all of the benefits the Plan promised them. Plaintiffs received all benefits under the Plan—including prescription drug coverage and the accompanying premiums, copays, deductibles, and out-of-pocket expenses that would apply—to which they were entitled under the Plan's governing documents. Second, Plaintiffs have suffered no injury because they have not plausibly alleged they were overcharged

in connection with the out-of-pocket expenses they paid, as the Court has already observed. Motion to Dismiss Order at 19–20 n.5. Third, Plaintiffs lack standing because any purported overcharges in out-of-pocket expenses are not fairly traceable to the claimed prohibited transactions.

THIRD DEFENSE

To the extent any action by the Defendants otherwise could constitute a prohibited transaction under ERISA § 406, 29 U.S.C. § 1106, that action falls within the scope of one or more exemptions to ERISA § 406, including but not limited to the exemptions provided in and/or authorized by ERISA § 408(b), 29 U.S.C. § 1108(b), including ERISA § 408(b)(2), 29 U.S.C. § 1108(b)(2).

With respect to ERISA § 408(b)(2), that exemption applies in relevant part to “contracting . . . with a party in interest for . . . other services necessary for the establishment or operation of the plan, if no more than reasonable compensation is paid therefor.” That exemption applies here. As grounds therefor, Defendants state as follows:

1. Caremark has been the Plan’s PBM since 2006.
2. JPMCB is a member of the Health Transformation Alliance (“HTA”). HTA offers a contract for PBM services that its members can adopt for their own plans.
3. Effective January 1, 2019, the Plan joined the HTA contract with Caremark for Plan PBM services, with customizations to the HTA contract that are applicable just to the Plan’s arrangement with Caremark.
4. The services Caremark provided as the Plan’s PBM were necessary.
5. PBMs assist plan sponsors in processing claims and prior authorizations, among other services.

6. Companies generally cannot efficiently provide PBM services themselves to their plan's participants, and therefore most contract with PBMs to provide such services.

7. Even Plaintiffs acknowledge that “[m]any plan fiduciaries contract with” PBMs. Compl. ¶ 50.

8. Large, national companies like Defendants must contract with PBMs of sufficient size and sophistication, which have the resources necessary to provide claims processing for their plan participants. They similarly cannot contract with PBMs that do not have national reach, as those PBMs would be unable to provide adequate services to the entire set of plan participants and their associated prescribed drugs.

9. There are therefore only a few PBMs that can provide adequate PBM services to the Plan, and Caremark is one of those PBMs.

10. Caremark received reasonable compensation in connection with its work as the Plan's PBM.

11. The agreement pursuant to which Caremark provides services to the Plan (the “Caremark Agreement”) sets forth requirements regarding Caremark's processing of claims and prior authorizations, as well as administrative services including claims administration.

12. Throughout the putative class period, Defendants, through HTA, have conducted a careful review of the annual market check of the terms of the Caremark Agreement, as well as periodically conducted audits of claims administration and processing. This market check assesses current contract terms against contract terms and pricing that could be offered by alternative PBMs. More than one alternative PBM is included in this benchmarking, and there are typically two to three rounds of negotiations with Caremark during the annual market check. This process annually results in improved pricing and contract terms for the Plan's PBM services, and supports that the

pricing for the Plan's PBM services are reasonable and consistent with the market for PBM services for this Plan.

13. Additionally, an RFP is periodically run for PBM services. For example, in 2020, Defendants conducted a request for proposal for the Plan's PBM services with the assistance of a leading benefits consulting firm. Five PBMs were invited to bid and four responses were received, including a response from a PBM outside of the "Big 3" PBMs (*see* Compl. ¶ 90, identifying the Big 3 PBMs). Defendants received responses from more than one PBM, including Caremark and one PBM from outside of the "Big 3" PBMs that described itself as not a traditional PBM and as a disrupter to the PBM market. In that RFP, the final bid made by Caremark was both the cheapest of all of the bidders on a total cost basis, including claims administration services and processing, and was graded by the benefits consulting firm retained by Defendants to be the most advantageous for the Plan qualitatively. Defendants concluded that the presentation made by the PBM that described itself as not a traditional PBM was not in the best interests of the Plan because the PBM was too reliant on other entities to help it deliver PBM services. The responses to this request for proposal support that the Plan's current arrangement is reasonable for this Plan.

14. Likewise, in 2021, the HTA conducted a request for proposal for PBM services to determine if it should engage with a different PBM in connection with the master agreement it offers to its members, including Defendants. As a result of that request for proposal, HTA continued to engage Caremark. This request for proposal similarly supports that the Plan's current arrangement is reasonable for this Plan.

15. Again, in each year from 2022 through 2025, Defendants conducted a market check to assess the Caremark Agreement's financial competitiveness. Moreover, each year the market check resulted in improved contract terms.

16. Defendants also regularly evaluate the total cost of the Plan's PBM services, as well as the usage of prescription drugs by the Plan's participants and how that usage affects those total costs, which supports that the Plan is paying reasonable fees for PBM services.

17. During the putative class period, Defendants have received all required information from Caremark regarding the PBM services it provides to the Plan. Defendants also regularly perform oversight of payments and compensation to Caremark, including through regular audits with the support of third-party auditors to confirm Caremark's compliance with the Caremark Agreement.

18. Moreover, although the Court has concluded that only limited aspects of Caremark's work as the Plan's PBM are relevant to Plaintiffs' prohibited transaction claims and that services related to formulary management and pricing are not relevant to those claims (*supra*, Preliminary Statement), if Plaintiffs' claims are broader than Defendants state, then the reasonableness of the fees the Plan pays to Caremark is further demonstrated by the fact that during the putative class period, the Caremark Agreement has not permitted Caremark to retain drug rebates associated with prescription drugs obtained through the Plan. Additionally, the amount Caremark has charged the Plan for prescription drugs has been the same as what Caremark reimbursed network pharmacies for retail, mail, and specialty drugs in connection with those purchases, and therefore, during the putative class period, Caremark has not received spread-based compensation in connection with the Plan.

FOURTH DEFENSE

Plaintiffs' claims, and those of the putative class members, are barred in whole or in part by the applicable statute of limitations, including but not limited to ERISA § 413, 29 U.S.C.

§ 1113, to the extent that Plaintiffs and/or the putative class members had knowledge of their alleged claims more than three years prior to filing the Complaint.

FIFTH DEFENSE

Plaintiffs' claims, and those of the putative class members, are barred in whole or in part by the applicable statute of repose, including but not limited to ERISA § 413, 29 U.S.C. § 1113, because the conduct giving rise to Plaintiffs' claims occurred more than six years prior to the filing of the Complaint. As stated *supra* in connection with Defendants' Third Defense, Caremark has been the Plan's PBM since 2006, and during the putative class period has been the PBM pursuant to an agreement effective January 1, 2019, more than six years prior to the filing of the Complaint. Any payments to Caremark that are still at-issue in the case following the Motion to Dismiss Order are also time-barred because prohibited transaction claims accrue as of the first date the payments are made, not as of each subsequent payment.

SIXTH DEFENSE

Neither Plaintiffs nor the Plan have suffered any legally cognizable losses or harm from the conduct alleged in the Complaint.

SEVENTH DEFENSE

Any injury sustained by Plaintiffs or any putative class members or the Plan was not directly or proximately caused by the alleged non-exempt prohibited transactions set forth in the Complaint.

EIGHTH DEFENSE

Plaintiffs' claims, and those of the putative class members, are barred, in whole or in part, because the Complaint seeks relief that cannot be obtained under ERISA §§ 409 and 502(a)(2),

29 U.S.C. §§ 1109 and 1132(a)(2), and it seeks relief that is not “other appropriate equitable relief” available under ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3).

NINTH DEFENSE

The claims of Plaintiffs and the putative class members are barred or reduced because they have proximately caused, contributed to, and/or failed to mitigate any and all harm and/or loss claimed.

TENTH DEFENSE

Plaintiffs’ claims are barred because Defendants were acting in their settlor capacity, rather than their fiduciary capacity, when taking the actions at-issue in the Complaint.

ELEVENTH DEFENSE

Plaintiffs’ claims are barred by the doctrine of laches, waiver, and/or estoppel.

TWELFTH DEFENSE

The claims of Plaintiffs and the putative class members are barred to the extent that Plaintiffs and/or the putative class members released and/or covenanted to not sue Defendants regarding the ERISA claims brought in the Complaint.

THIRTEENTH DEFENSE

The claims of Plaintiffs and the putative class members are barred by their failure to exhaust administrative remedies.

RESERVATION OF RIGHTS

Defendants hereby give notice that they intend to rely upon such other and further defenses as may become available or apparent during pre-trial proceedings in this case and hereby reserve all rights to amend their answer to assert such defenses.

DEMAND FOR JUDGMENT

WHEREFORE, Defendants respectfully request that the Court:

- a) dismiss the Complaint with prejudice;
- b) award Defendants their attorneys' fees and costs; and
- c) grant such other and further relief as it deems just and proper.

Dated: April 3, 2026

Respectfully submitted,

/s/ James O. Fleckner

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