

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JANE DOE as mother of MINOR DOE,
HANNAH LANDERER, and STEVEN
MARKS, on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

CARELON BEHAVIORAL HEALTH, INC.,

Defendant.

Civil Action No. 1:25-cv-03489

**DEFENDANT CARELON BEHAVIORAL HEALTH, INC.’S
ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES**

Defendant Carelon Behavioral Health, Inc. (“Carelon”) submits the following Answer to Plaintiffs’ Complaint (ECF No. 1) (the “Complaint”), by Jane Doe as Mother of Minor Doe, Hannah Landerer, and Steven Marks (“Plaintiffs”), and responds as follows:

OBJECTIONS, RESERVATION OF RIGHTS, AND GENERAL DENIAL

Nothing herein shall be construed to waive any of Carelon’s rights, remedies, and/or defenses, including the ability to file a post-answer motion to dismiss and/or any possible counterclaims and/or crossclaims yet to be discovered.

Carelon denies each and every allegation of the Complaint not specifically admitted below, including all requests for relief. Carelon also objects to each and every characterization used by Plaintiffs in the Complaint.

NATURE OF THE ACTION¹

1. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 1 of the Complaint.

2. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 2 of the Complaint.

3. Carelon denies the allegations in Paragraph 3 of the Amended Complaint

4. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 4 of the Complaint..

5. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 5 of the Complaint..

6. Carelon denies the allegations in Paragraph 6 of the Complaint, except that Carelon admits Plaintiffs' insurance policies include behavioral health benefits and access to Defendants' network of contracted providers.

7. Carelon denies the allegations in Paragraph 7 of the Complaint.

8. Carelon denies the allegations in Paragraph 8 of the Complaint, except that Carelon admits that Plaintiffs are participants in NYSHIP.

9. Carelon denies the allegations in Paragraph 9 of the Complaint.

10. Carelon denies the allegations in Paragraph 10 of the Complaint.

11. Carelon denies the allegations in Paragraph 11 of the Complaint.

12. Carelon denies the allegations in Paragraph 12 of the Complaint.

13. Carelon denies the allegations in Paragraph 13 of the Complaint.

¹ For ease of reference, Carelon reproduces certain headings and titles contained in the Complaint, but to the extent those headings and titles could be construed to contain factual allegations, those allegations are denied.

14. Carelon denies the allegations in Paragraph 14 of the Complaint.

JURISDICTION AND VENUE

15. Paragraph 15 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

16. Paragraph 16 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

17. Paragraph 17 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

18. Paragraph 18 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

19. Paragraph 19 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

THE PARTIES

I. Plaintiffs

20. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 20 of the Complaint.

21. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 21 of the Complaint, except that Carelon admits Plaintiff Landerer was a member of the NYSHIP plan at the time of the filing of the Complaint.

22. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 22 of the Complaint, except that Carelon admits Plaintiff Marks was a member of the NYSHIP plan at the time of the filing of the Complaint. Otherwise denied for lack of information.

II. Defendant

23. Carelon denies the allegations in Paragraph 23 of the Complaint, except that Carelon admits that it administers the Empire Plan Mental Health and Substance Use Program pursuant to a contract with the New York State Department of Civil Service. Carelon further admits that effective April 20, 2023, Beacon Health Options was renamed to Carelon Behavioral Health.

24. Carelon denies the allegations in Paragraph 24 of the Complaint, except that Carelon admits it has its principal place of business in Massachusetts and that it is registered to do business in the state of New York.

25. Carelon denies the allegations in Paragraph 25 of the Complaint, except that Carelon admits that it is incorporated under the laws of Massachusetts and that it has its principal office at 200 State Street, Suite 302, Boston, MA 02109. Otherwise denied.

BACKGROUND & CONTEXT

I. The Mental Health Crisis in America

26. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 26 of the Complaint.

27. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 27 of the Complaint.

28. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 28 of the Complaint.

29. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 29 of the Complaint.

30. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 30 of the Complaint.

31. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 31 of the Complaint.

32. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 32 of the Complaint.

33. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 33 of the Complaint.

34. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 34 of the Complaint.

35. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 35 of the Complaint.

36. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 36 of the Complaint.

37. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 37 of the Complaint.

38. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 38 of the Complaint.

II. Federal and State Requirements for Health Insurers

39. Paragraph 39 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

40. Paragraph 40 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

41. Paragraph 41 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

42. Paragraph 42 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

43. Paragraph 43 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

44. Paragraph 44 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

45. Paragraph 45 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

46. Paragraph 46 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

47. Paragraph 47 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

48. Paragraph 48 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

49. Paragraph 49 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

50. Paragraph 50 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

51. Paragraph 51 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

52. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 52 of the Complaint.

III. Ghost Networks

53. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 53 of the Complaint.

54. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 54 of the Complaint.

55. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 55 of the Complaint.

56. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 56 of the Complaint.

57. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 57 of the Complaint.

58. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 58 of the Complaint.

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

60. Paragraph 60 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

61. Paragraph 61 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

62. Paragraph 62 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

63. The first sentence of Paragraph 63 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any. Carelon denies the allegations contained in the second sentence of Paragraph 63.

64. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 64 of the Complaint except that Carelon admits that it administers the Empire Plan Mental Health and Substance Use Program pursuant to a contract with the New York State Department of Civil Service.

65. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 65 of the Complaint.

66. Paragraph 66 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

67. Paragraph 67 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

68. Paragraph 68 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

69. Paragraph 69 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

70. Paragraph 70 of the Complaint purports to characterize the contents of written documents, which speak for themselves and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the documents' plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

71. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 71 of the Complaint.

72. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 72 of the Complaint.

73. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 73 of the Complaint.

74. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 74 of the Complaint.

75. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 75 of the Complaint.

76. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 76 of the Complaint.

77. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 77 of the Complaint.

78. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 78 of the Complaint.

79. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 79 of the Complaint.

80. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 80 of the Complaint.

FACTUAL ALLEGATIONS

I. Plaintiffs' Needs for Mental Health Care

81. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 81 of the Complaint.

82. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 82 of the Complaint.

83. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 83 of the Complaint.

84. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 84 of the Complaint.

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

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

87. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 87 of the Complaint.

88. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 88 of the Complaint.

89. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 89 of the Complaint.

90. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 90 of the Complaint.

91. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 91 of the Complaint.

92. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 92 of the Complaint.

93. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 93 of the Complaint, except that Carelon admits Plaintiff Landerer was a member of the NYSHIP program at the time of the filing of the Complaint.

94. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 94 of the Complaint.

95. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 95 of the Complaint.

96. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 96 of the Complaint.

97. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 97 of the Complaint.

98. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 98 of the Complaint.

99. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 99 of the Complaint.

100. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 100 of the Complaint.

101. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 101 of the Complaint.

102. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 102 of the Complaint.

103. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 103 of the Complaint.

104. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 104 of the Complaint.

105. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 105 of the Complaint.

106. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 106 of the Complaint.

107. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 107 of the Complaint.

108. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 108 of the Complaint.

109. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 109 of the Complaint.

110. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 110 of the Complaint.

111. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 111 of the Complaint.

112. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 112 of the Complaint, except that Carelon admits Plaintiff Marks was a member of the NYSHIP program at the time of the filing of the Complaint.

113. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 113 of the Complaint.

114. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 114 of the Complaint.

115. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 115 of the Complaint.

116. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 116 of the Complaint.

117. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 117 of the Complaint.

118. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 118 of the Complaint.

119. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 119 of the Complaint.

120. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 120 of the Complaint.

121. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 121 of the Complaint.

122. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 122 of the Complaint.

123. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 123 of the Complaint.

124. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 124 of the Complaint.

125. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 125 of the Complaint.

126. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 126 of the Complaint.

127. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 127 of the Complaint.

128. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 128 of the Complaint.

129. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 129 of the Complaint.

130. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 130 of the Complaint.

II. The NYSHIP Plan and Mental Health Coverage

A. Plan Options

131. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 131 of the Complaint, except that Carelon admits that it administers the Empire Plan Mental Health and Substance Use Program pursuant to a contract with the New York State Department of Civil Service.

132. Paragraph 132 of the Complaint purports to characterize the contents of written documents, which speak for themselves and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the documents' plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

133. Paragraph 133 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's

plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

134. Paragraph 134 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

135. Paragraph 135 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

136. Paragraph 136 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

137. Paragraph 137 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

138. Paragraph 138 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

139. Paragraph 139 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

140. Paragraph 140 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

141. Paragraph 141 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

142. Paragraph 142 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's

plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

143. Paragraph 143 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

144. The document described in this paragraph speaks for itself, and Carelon denies any quotation or characterization of that document inconsistent with its plain language. Otherwise denied.

145. The document described in this paragraph speaks for itself, and Carelon denies any quotation or characterization of that document inconsistent with its plain language. Otherwise denied.

146. The document described in this paragraph speaks for itself, and Carelon denies any quotation or characterization of that document inconsistent with its plain language. Otherwise denied.

147. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 147 of the Complaint.

148. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 148 of the Complaint.

149. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 149 of the Complaint.

150. Paragraph 150 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

151. Paragraph 151 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

152. Paragraph 152 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

153. Paragraph 153 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

154. Paragraph 154 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's

plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

155. Paragraph 155 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

156. Paragraph 156 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

157. Paragraph 157 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

158. Paragraph 158 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

159. Paragraph 159 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

160. Paragraph 160 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

161. Paragraph 161 of the Complaint purports to characterize the contents of written documents, which speak for themselves and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the documents' plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

162. Paragraph 162 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

163. Carelon denies the allegations in Paragraph 163 of the Complaint, except that Carelon admits it cannot provide the pricing of claims on an abstract, prospective, basis to nonmembers.

164. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 164 of the Complaint.

165. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 165 of the Complaint.

166. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 166 of the Complaint.

167. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 167 of the Complaint.

168. Paragraph 168 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

169. Paragraph 169 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

170. Paragraph 170 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

III. The NYSHIP Contract

171. Paragraph 171 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

172. Paragraph 172 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

173. Paragraph 173 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

174. Paragraph 174 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

175. Paragraph 175 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

176. Paragraph 176 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's

plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

177. Paragraph 177 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

178. Paragraph 178 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

179. Paragraph 179 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

180. Paragraph 180 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

IV. Defendants' Ghost Network

181. Paragraph 181 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's

plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any, except that Carelon admits it was known as Beacon Health Options until it was renamed to Carelon Behavioral Health effective April 20, 2023.

182. Paragraph 182 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

183. Carelon denies the allegations in Paragraph 183 of the Complaint, except that Carelon admits it publishes a publicly available directory of contracted, or "in network" providers.

184. Carelon denies the allegations in Paragraph 184 of the Complaint.

185. Paragraph 185 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

186. Carelon denies the allegations in Paragraph 186 of the Complaint.

187. Carelon denies the allegations in Paragraph 187 of the Complaint.

188. Carelon denies the allegations in Paragraph 188 of the Complaint.

189. Carelon denies the allegations in Paragraph 189 of the Complaint, except that Carelon admits that its provider directory allows members to print or download provider information.

190. Carelon denies the allegations in Paragraph 190 of the Complaint.

191. Carelon denies the allegations in Paragraph 191 of the Complaint, except that Carelon admits it provides information to members about the mental health benefits available under the Empire Plan.

192. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 192 of the Complaint.

193. Carelon denies the allegations in Paragraph 193 of the Complaint, except that Carelon admits that its website contains information about the number of providers it contracts with.

194. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 194 of the Complaint.

195. Carelon denies the allegations in Paragraph 195 of the Complaint.

196. Paragraph 196 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

197. Paragraph 197 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

198. Carelon denies the allegations in Paragraph 198 of the Complaint.

199. Carelon denies the allegations in Paragraph 199 of the Complaint.

200. Paragraph 200 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is

required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

201. Paragraph 201 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

202. Paragraph 202 of the Complaint purports to characterize the contents of a written document, which speaks for itself and thus no response is required. To the extent a response is required, Carelon denies the allegations to the extent they are inconsistent with the document's plain language; and Carelon refers thereto for the full text, terms, and legal meaning and import thereof, if any.

203. Carelon denies the allegations in Paragraph 203 of the Complaint.

204. Carelon denies the allegations in Paragraph 204 of the Complaint.

205. Carelon denies the allegations in Paragraph 205 of the Complaint.

206. Carelon denies the allegations in Paragraph 206 of the Complaint.

207. Carelon denies the allegations in Paragraph 207 of the Complaint.

208. Carelon denies the allegations in Paragraph 208 of the Complaint.

209. Carelon denies the allegations in Paragraph 209 of the Complaint.

210. Carelon denies the allegations in Paragraph 210 of the Complaint.

211. Carelon denies the allegations in Paragraph 211 of the Complaint.

V. Plaintiffs' Allegations that "The Defendants' Misrepresentations and Omissions about Its Mental Health Care Coverage Are Deceptive"

212. Carelon denies the allegations in Paragraph 212 of the Complaint.

213. Carelon denies the allegations in Paragraph 213 of the Complaint.

214. Carelon denies the allegations in Paragraph 214 of the Complaint.

215. Carelon denies the allegations in Paragraph 215 of the Complaint.

216. Carelon denies the allegations in Paragraph 216 of the Complaint.

217. Carelon denies the allegations in Paragraph 217 of the Complaint.

218. Carelon denies the allegations in Paragraph 218 of the Complaint.

219. Carelon denies the allegations in Paragraph 219 of the Complaint.

220. Carelon denies the allegations in Paragraph 220 of the Complaint.

221. Carelon denies the allegations in Paragraph 221 of the Complaint.

222. Carelon denies the allegations in Paragraph 222 of the Complaint.

223. Carelon denies the allegations in Paragraph 223 of the Complaint.

VI. Plaintiffs' Allegations that "The Defendants' Deceptive Representations and Omissions are Material."

224. Carelon denies the allegations in Paragraph 224 of the Complaint.

225. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 225 of the Complaint.

226. Carelon denies the allegations in Paragraph 226 of the Complaint.

227. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 227 of the Complaint.

228. Carelon denies the allegations in Paragraph 228 of the Complaint.

229. Carelon denies the allegations in Paragraph 229 of the Complaint.

230. Carelon denies the allegations in Paragraph 230 of the Complaint.

231. Carelon denies the allegations in Paragraph 231 of the Complaint.

232. Carelon denies the allegations in Paragraph 232 of the Complaint.

233. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 233 of the Complaint.

234. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 234 of the Complaint.

235. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 235 of the Complaint.

236. Carelon denies the allegations in Paragraph 236 of the Complaint.

237. Carelon denies the allegations in Paragraph 237 of the Complaint.

238. Carelon denies the allegations in Paragraph 238 of the Complaint.

239. Carelon denies the allegations in Paragraph 239 of the Complaint.

240. Carelon denies the allegations in Paragraph 240 of the Complaint.

241. Carelon denies the allegations in Paragraph 241 of the Complaint.

242. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 242 of the Complaint.

243. Carelon denies the allegations in Paragraph 243 of the Complaint.

244. Carelon denies the allegations in Paragraph 244 of the Complaint.

245. Carelon denies the allegations in Paragraph 245 of the Complaint.

246. Carelon denies the allegations in Paragraph 246 of the Complaint.

247. Carelon denies the allegations in Paragraph 247 of the Complaint.

248. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 248 of the Complaint.

249. Carelon denies the allegations in Paragraph 249 of the Complaint.

250. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 250 of the Complaint.

VII. Plaintiffs' Allegations that "Plaintiffs and Putative Class Members Have Been Injured Because of the Defendant's Conduct"

251. Carelon denies the allegations in Paragraph 251 of the Complaint.

252. Carelon denies the allegations in Paragraph 252 of the Complaint.

253. Carelon lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 253 of the Complaint.

254. Carelon denies the allegations in Paragraph 254 of the Complaint.

255. Carelon denies the allegations in Paragraph 255 of the Complaint.

256. Carelon denies the allegations in Paragraph 256 of the Complaint.

CLASS ACTION ALLEGATIONS

257. Carelon denies the allegations in Paragraph 257 of the Complaint, except that Carelon admits Plaintiffs bring this action on behalf of a putative class.

258. Carelon denies the allegations in Paragraph 258 of the Complaint, except that Carelon admits Plaintiffs seek to certify the described class.

259. Carelon denies the allegations in Paragraph 259 of the Complaint, except that Carelon admits Plaintiffs seek to certify the described class.

260. Carelon denies the allegations in Paragraph 260 of the Complaint.

261. Carelon denies the allegations in Paragraph 261 of the Complaint.

262. Carelon denies the allegations in Paragraph 262 of the Complaint.

263. Carelon denies the allegations in Paragraph 263 of the Complaint.

264. Carelon denies the allegations in Paragraph 264 of the Complaint.

265. Carelon denies the allegations in Paragraph 265 of the Complaint.

266. Carelon denies the allegations in Paragraph 266 of the Complaint.

267. Carelon denies the allegations in Paragraph 267 of the Complaint, except that Carelon admits Plaintiffs seek this relief from the Court,

FIRST CAUSE OF ACTION

Breach of Contract

By order dated March 31, 2026, the Court dismissed Plaintiffs' First Cause of Action for Breach of Contract. Carelon denies Paragraphs 268 through 276 of the Complaint on this basis, and otherwise denies all factual allegations set forth in Paragraphs 268 through 276.

SECOND CAUSE OF ACTION

Breach of the Implied Covenant of Good Faith and Fair Dealing

By order dated March 31, 2026, the Court dismissed Plaintiffs' Second Cause of Action for Breach of the Covenant of Good Faith and Fair Dealing. Carelon denies Paragraphs 277 through 282 of the Complaint on this basis, and otherwise denies all factual allegations set forth in Paragraphs 277 through 282.

THIRD CAUSE OF ACTION

Deceptive acts and practices in violation of the New York Deceptive Acts & Practices Act, N.Y. Gen. Bus. Law ("GBL") § 349

283. Carelon repeats and realleges the responses to Paragraphs 1 through 282 as if set forth fully herein.

284. Carelon denies the allegations in Paragraph 284 of the Complaint, except that Carelon admits Plaintiffs purport to bring claims on behalf of themselves and a putative class.

285. Paragraph 285 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

286. Paragraph 286 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

287. Paragraph 287 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

288. Carelon denies the allegations in Paragraph 288 of the Complaint.

289. Carelon denies the allegations in Paragraph 289 of the Complaint.

290. Carelon denies the allegations in Paragraph 290 of the Complaint.

291. Carelon denies the allegations in Paragraph 291 of the Complaint.

292. Carelon denies the allegations in Paragraph 292 of the Complaint.

293. Carelon denies the allegations in Paragraph 293 of the Complaint.

294. Carelon denies the allegations in Paragraph 294 of the Complaint.

295. Carelon denies the allegations in Paragraph 295 of the Complaint.

FOURTH CAUSE OF ACTION

False advertising in violation of the New York False Advertising Act, N.Y. Gen. Bus. Law § 350

296. Carelon repeats and realleges the responses to Paragraphs 1 through 295 as if set forth fully herein.

297. Carelon denies the allegations in Paragraph 297 of the Complaint, except that Carelon admits Plaintiffs purport to bring claims on behalf of themselves and a putative class.

298. Paragraph 298 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

299. Paragraph 299 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

300. Carelon denies the allegations in Paragraph 300 of the Complaint.

301. Carelon denies the allegations in Paragraph 301 of the Complaint.

302. Carelon denies the allegations in Paragraph 302 of the Complaint.

303. Carelon denies the allegations in Paragraph 303 of the Complaint.

304. Carelon denies the allegations in Paragraph 304 of the Complaint.

305. Carelon denies the allegations in Paragraph 305 of the Complaint.

306. Carelon denies the allegations in Paragraph 306 of the Complaint.

307. Carelon denies the allegations in Paragraph 307 of the Complaint.

308. Carelon denies the allegations in Paragraph 308 of the Complaint.

FIFTH CAUSE OF ACTION

Violation of New York Insurance Law § 4226

309. Carelon repeats and realleges the responses to Paragraphs 1 through 308 as if set forth fully herein.

310. Paragraph 310 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

311. Carelon denies the allegations in Paragraph 311 of the Complaint.

312. Carelon denies the allegations in Paragraph 312 of the Complaint.

313. Carelon denies the allegations in Paragraph 313 of the Complaint.

314. Carelon denies the allegations in Paragraph 314 of the Complaint.

315. Carelon denies the allegations in Paragraph 315 of the Complaint.

SIXTH CAUSE OF ACTION

Fraudulent Misrepresentation

316. Carelon repeats and realleges the responses to Paragraphs 1 through 315 as if set forth fully herein.

317. Paragraph 317 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

318. Carelon denies the allegations in Paragraph 318 of the Complaint.

319. Carelon denies the allegations in Paragraph 319 of the Complaint.

320. Carelon denies the allegations in Paragraph 320 of the Complaint.

321. Carelon denies the allegations in Paragraph 321 of the Complaint.

322. Carelon denies the allegations in Paragraph 322 of the Complaint.

323. Carelon denies the allegations in Paragraph 323 of the Complaint.

324. Carelon denies the allegations in Paragraph 324 of the Complaint.

325. Carelon denies the allegations in Paragraph 325 of the Complaint.

326. Carelon denies the allegations in Paragraph 326 of the Complaint.

327. Carelon denies the allegations in Paragraph 327 of the Complaint.

SEVENTH CAUSE OF ACTION

Negligent Misrepresentation

328. Carelon repeats and realleges the responses to Paragraphs 1 through 327 as if set forth fully herein.

329. Carelon denies the allegations in Paragraph 329 of the Complaint, except that Carelon admits that it administers the Empire Plan Mental Health and Substance Use Program pursuant to a contract with the New York State Department of Civil Service.

330. Paragraph 330 states legal conclusions to which no response is required. To the extent a response to those legal conclusions or the remainder of the paragraph is required, Carelon denies those allegations.

331. Carelon denies the allegations in Paragraph 331 of the Complaint.

332. Carelon denies the allegations in Paragraph 332 of the Complaint.

333. Carelon denies the allegations in Paragraph 333 of the Complaint.

334. Carelon denies the allegations in Paragraph 334 of the Complaint.

335. Carelon denies the allegations in Paragraph 335 of the Complaint.

336. Carelon denies the allegations in Paragraph 336 of the Complaint.

EIGHTH CAUSE OF ACTION

Unjust Enrichment

337. Carelon repeats and realleges the responses to Paragraphs 1 through 336 as if set forth fully herein.

338. Carelon denies the allegations in Paragraph 338 of the Complaint.

339. Carelon denies the allegations in Paragraph 339 of the Complaint.

340. Carelon denies the allegations in Paragraph 340 of the Complaint.

341. Carelon denies the allegations in Paragraph 341 of the Complaint.

342. Carelon denies the allegations in Paragraph 342 of the Complaint.

343. Carelon denies the allegations in Paragraph 343 of the Complaint.

344. Carelon denies the allegations in Paragraph 344 of the Complaint.

345. Carelon denies the allegations in Paragraph 345 of the Complaint.

DEMAND FOR RELIEF

This Paragraph and subsections (a) through (i) thereto purport to state Plaintiffs' prayer for relief, to which no response is required. To the extent a response is required, Carelon denies that Plaintiffs are entitled to any of the relief requested therein or to any relief whatsoever.

AFFIRMATIVE AND OTHER DEFENSES

Carelon states the following affirmative defenses to the Complaint without assuming the burden of proof where such burden is otherwise on the Plaintiffs pursuant to applicable substantive and procedural law. Carelon reserves the right to amend or supplement its affirmative defenses and raise counterclaims as additional facts concerning its defenses become known to it.

1. The Complaint, in whole or in part, fails to state a claim upon which relief may be granted.
2. Plaintiffs are not entitled to any of the relief requested in the Complaint.
3. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs lack standing to prosecute a claim for the injuries set forth in the Complaint.
4. Plaintiffs' claims are barred by the time limitations set forth in pertinent statutes, regulations, and governing agreements.
5. Plaintiff's claims are barred by the terms of their applicable health plan documents.
6. Plaintiffs' claims are barred by their failure to perform under the terms and conditions of their health plan, and or fulfill conditions precedent.
5. Any benefits due under the applicable plan are subject to limitations, offsets, deductions, or adjustments including, but not limited to, provisions relating to service by out-of-network providers, maximum allowed amount, penalties for failing to obtain pre-service review, and member cost share.

6. Plaintiffs' claims are barred by the doctrines of waiver, laches, and/or estoppel.

7. Plaintiffs' claims are barred to the extent Plaintiffs failed to mitigate their damages.

8. Plaintiffs' claims fail to the extent that Plaintiffs' purported damages, which Carelon continues to deny, were the direct and proximate result of the conduct of Plaintiffs or others for whom Carelon is not vicariously liable, or were otherwise too speculative, remote, or de minimis for recovery.

9. This action may not properly proceed as a class action under Federal Rule of Civil Procedure 23 because, among other reasons: Plaintiffs' claims are not typical of the claims of each putative class member; questions of law and fact allegedly common to the putative class do not predominate over the numerous questions affecting only putative class members; a class action is not superior to other available methods for the fair and efficient adjudication of Plaintiffs' claims and any claims of putative class members; Plaintiffs and their counsel are unable to fairly and adequately protect the interests of the putative class members; and there are insurmountable difficulties in any attempt to proceed as a class action.

10. Plaintiffs and the putative class members cannot recover from Carelon as a class if such class recovery would deprive Carelon of its due process rights to assert individualized defenses to claims of purported class members.

11. Plaintiffs' claims are barred, in whole or in part, to the extent the claims made in the Complaint on behalf of putative class members are barred by the doctrine of judicial estoppel, collateral estoppel, and res judicata, including with respect to any other actions filed by Plaintiffs.

Carelon expressly and specifically reserves the right to amend this Answer to add, delete, and/or modify defenses based upon legal theories, facts, and circumstances that may or will be discovered through discovery and/or further legal analysis of Plaintiffs' position in this litigation.

Dated: April 28, 2026

Respectfully Submitted,

By: /s/ Matthew J. Aaronson

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