

NINETEENTH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

JAMES J. DONELON, COMMISSIONER  
OF INSURANCE FOR THE STATE OF  
LOUISIANA IN HIS CAPACITY AS  
REHABILITATOR OF LOUISIANA  
HEALTH COOPERATIVE INC.

VERSUS

TERRY S. SHILLING, ET AL

\* NUMBER: 651,069  
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\* SECTION: "22"  
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**CGI TECHNOLOGIES AND SOLUTIONS, INC.'S ANSWER TO FIRST  
SUPPLEMENTAL, AND AMENDING AND RESTATED PETITION FOR  
DAMAGES, AFFIRMATIVE DEFENSES, REQUEST FOR TRIAL BY  
JURY AND REQUEST FOR NOTICE**

NOW INTO COURT, through undersigned counsel, comes Defendant, CGI Technologies and Solutions, Inc. (hereinafter referred to as "CGI"), who denies each and every allegation set forth in the First Supplemental, Amending and Restated Petition for Damages (referred to hereinafter as the "Petition") filed in this matter by Plaintiff, except as expressly admitted otherwise herein below, and who respectfully further pleads as follows:

**ANSWER**

1.

The allegations contained in paragraph 1 of the Petition do not require a response of CGI.

2.

The allegations contained in paragraph 2 of the Petition contain legal conclusions relating to venue and jurisdiction, which require no response to this defendant. To the extent a response is deemed to be required, those allegations are denied.

3.

The allegations contained in paragraph 3 of the Petition contain legal conclusions relating to venue and jurisdiction, which require no response of this defendant. To the extent a response is deemed to be required, those allegations are denied.

4.

The allegations contained in paragraph 4 of the Petition contain legal conclusions relating to venue and jurisdiction, which require no response of this defendant. To the extent a response is deemed to be required, those allegations are denied.

5.

The allegations contained in paragraph 5 of the Petition are denied for lack of sufficient information to justify a belief therein.

6.

The allegations contained in paragraph 6 of the Petition are denied for lack of sufficient information to justify a belief therein.

7.

The allegations contained in paragraph 7 of the Petition are denied for lack of sufficient information to justify a belief therein.

8.

The allegations contained in paragraph 8 of the Petition are denied for lack of sufficient information to justify a belief therein.

9.

The allegations contained in paragraph 9 of the Petition do not require a response of CGI. To the extent a response is deemed to be required, those allegations are denied.

10.

The allegations contained in paragraph 10 of the Petition are not directed to CGI and, thus, require no response. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

11.

The allegations contained in paragraph 11 of the Petition as to CGI are denied except to admit that CGI is a foreign corporation domiciled in the State of Delaware, with its principal place of business in the State of Virginia. CGI further admits that it contracted with and did certain work for LAHC.

**12.**

The allegations contained in paragraph 12 of the Petition are not directed to CGI and, thus, require no response by CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**13.**

The allegations contained in paragraph 13 of the Petition are not directed to CGI and, thus, require no response by CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**14.**

The allegations contained in paragraph 14 of the Petition are not directed to CGI and, thus, require no response by CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**15.**

The allegations contained in paragraph 15 of the Petition require no response of CGI, as they only purport to provide defined terms. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**16.**

The allegations contained in paragraph 16 of the Petition are denied for lack of sufficient information to justify a belief therein.

**17.**

The allegations contained in paragraph 17 of the Petition are denied for lack of sufficient information to justify a belief therein.

**18.**

The allegations contained in paragraph 18 of the Petition are denied for lack of sufficient information to justify a belief therein.

**19.**

The allegations contained in paragraph 19 of the Petition are admitted.

**20.**

The allegations contained in paragraph 20 of the Petition are denied for lack of sufficient information to justify a belief therein.

21.

The allegations contained in paragraph 21 of the Petition are denied for lack of sufficient information to justify a belief therein.

22.

The allegations contained in paragraph 22 of the Petition that are directed to CGI are denied. The remaining allegations of that paragraph are denied for lack of sufficient information to justify a belief therein.

23.

The allegations contained in paragraph 23 of the Petition are denied for lack of sufficient information to justify a belief therein.

24.

In response to the allegations contained in paragraph 24 of the Petition, CGI repeats and re-alleges each and every answer and defense set forth in the foregoing paragraphs as if fully set forth herein.

25.

The allegations contained in paragraphs 25-39 of the Petition are not directed to CGI and, thus, no response is required of this defendant. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

26.

In response to the allegations contained in paragraph 40 of the Petition, CGI repeats and re-alleges each and every answer and defense set forth in the foregoing paragraphs as if fully set forth herein.

27.

In response to the allegations contained in paragraph 41 of the Petition, CGI admits that it entered into an Administrative Services Agreement with LAHC. CGI pleads the full contents of that Agreement as if set forth, *in extenso*, herein. To the extent any allegations contained in paragraph 41, or elsewhere, in the Petition are inconsistent with the terms of the Administrative Services Agreement, those allegations are denied.

**28.**

In response to the allegations contained in paragraph 42 of the Petition, CGI admits that it entered into an Administrative Services Agreement with LAHC. CGI pleads the full contents of that Agreement as if set forth, *in extenso*, herein. To the extent any allegations contained in paragraph 41, or elsewhere, in the Petition are inconsistent with the terms of the Administrative Services Agreement, those allegations are denied.

**29.**

In response to the allegations contained in paragraph 43 of the Petition, CGI admits that it entered into an Administrative Services Agreement with LAHC. CGI pleads the full contents of that Agreement as if set forth, *in extenso*, herein. To the extent any allegations contained in paragraph 41, or elsewhere, in the Petition are inconsistent with the terms of the Administrative Services Agreement, those allegations are denied.

**30.**

CGI denies the allegations contained in paragraph 44 of the Petition.

**31.**

CGI denies the allegations contained in paragraph 45 of the Petition.

**32.**

CGI denies the allegations contained in paragraph 46 of the Petition.

**33.**

In response to the allegations contained in paragraphs 47-53 of the Petition, CGI shows that the allegations contained therein, are not directed to it and, thus, no response is required of CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**34.**

In response to the allegations contained in paragraphs 54-60 of the Petition, CGI shows that the allegations contained therein, are not directed to it and, thus, no response is required of CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**35.**

In response to the allegations contained in paragraph 61 of the Petition, CGI shows that the allegations contained therein, are not directed to it and, thus, no response is required of CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein. In response to the allegations contained in paragraph 61 that are specific to CGI, CGI specifically denies that it was unqualified to serve as TPA.

**36.**

In response to the allegations contained in paragraph 62 of the Petition, CGI shows that the allegations contained therein, are not directed to it and, thus, no response is required of CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**37.**

In response to the allegations contained in paragraph 63 of the Petition, CGI shows that the allegations contained therein, are not directed to it and, thus, no response is required of CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**38.**

In response to the allegations contained in paragraph 64 of the Petition, CGI shows that the allegations contained therein, are not directed to it and, thus, no response is required of CGI. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

**39.**

In response to the allegations contained in paragraph 65 of the Petition, CGI repeats and re-alleges each and every answer and defense set forth in the foregoing paragraphs as if fully set forth herein.

**40.**

The allegations contained in paragraph 66 of the Petition are denied for lack of sufficient information to justify a belief therein.

41.

The allegations contained in paragraph 67 of the Petition are denied for lack of sufficient information to justify a belief therein.

42.

The allegations contained in paragraph 68 of the Petition are denied for lack of sufficient information to justify a belief therein.

43.

The allegations contained in paragraph 69 of the Petition are denied.

44.

The allegations contained in paragraph 70 of the Petition are denied.

45.

The allegations contained in paragraph 71 of the Petition are denied.

46.

The allegations contained in paragraph 72 of the Petition are denied.

47.

The allegations contained in paragraph 73 of the Petition are denied.

48.

In response to the allegations contained in paragraph 74 of the Petition, CGI repeats and re-alleges each and every answer and defense set forth in the foregoing paragraphs as if fully set forth herein.

49.

In response to the allegations contained in paragraphs 75-138 of the Petition, CGI responds that those allegations are not directed to CGI and, thus, require no response. To the extent a response is deemed to be required, those allegations are denied for lack of sufficient information to justify a belief therein.

50.

The allegations contained in paragraph 139 of the Petition are denied.

51.

The allegations contained in paragraph 140 of the Petition are denied.

52.

The allegations contained in paragraph 141 of the Petition are denied.

53.

The allegations contained in paragraph 142 of the Petition are denied for lack of sufficient information to justify a belief therein.

54.

The allegations contained in paragraph 143 of the Petition requires no response by CGI.

**AFFIRMATIVE DEFENSES**

**AND NOW**, further answering the Plaintiff's Petition, Defendant, CGI, affirmatively states as follows, fully reserving its right to supplement and/or amend the following affirmative defenses in the event that new or additional information is discovered during the course of this litigation:

55.

The Petition fails to state a claim or cause of action against CGI.

56.

At all material times, CGI acted accordance with its obligations under the documents, agreements and understandings that existed between it and Louisiana Health Cooperative, Inc.

57.

Plaintiff's claims are barred by the doctrines of estoppel, laches, waiver, unclean hands, ratification, and any applicable preemptive or prescriptive periods.

58.

Any and all contracts, understandings or other documents that exist relative to the Louisiana Health Cooperative, Inc. are the best evidence of each document's own contents, and CGI affirmatively pleads any conditions precedent, conditions subsequent, indemnities, and limitations set forth in those documents relevant to these proceedings as a defense to the claims brought herein.

59.

CGI affirmatively claims that to the extent that the Plaintiff has settled or should settle hereafter for any of the alleged injuries and damages claimed herein, with any persons, whether parties or non-parties, CGI is entitled to a credit and/or offset in the amount of the settlement(s)



and/or payment(s) which are not subject to the collateral source doctrine, and/or for the amount of the settling and/or paying parties' allocated percentage of fault.

**60.**

CGI affirmatively alleges that the plaintiff has not suffered any compensable damages as a result of any alleged wrongdoing on the part of CGI or any agent, representative or other person for whom it could be held responsible. CGI further affirmatively alleges that if the Plaintiff has suffered any damage, as alleged, such damage was caused in whole or in part by the acts or omissions of persons or entities for whom CGI is not responsible.

**61.**

Plaintiff lacks standing.

**62.**

Plaintiff's claims are barred in whole by virtue of a release that was executed by Louisiana Health Cooperative, Inc. in favor of CGI. By virtue of that release, CGI further affirmatively alleges the defense of accord and satisfaction.

**63.**

CGI affirmatively alleges the benefit of any limitation of liability that exists in its agreements with Louisiana Health Cooperative, Inc.

**64.**

CGI reserves the right to amend and/or supplement the foregoing affirmative defenses to assert such other affirmative defenses as may become known to it during the course of this litigation.

**65.**

**REQUEST FOR NOTICE**

CGI respectfully requests written notice to its counsel ten (10) days in advance of the date fixed for trial or hearing on any exception, motion, rule or trial on the merits in this proceeding pursuant to La. Code Civ. P. art. 1572, and further requests, pursuant to La. Code Civ. P. arts. 1913 and 1914, immediate notice to its counsel of all interlocutory and final orders and judgments on any exceptions, motions, rules or trial on the merits in these proceedings.

**REQUEST FOR JURY TRIAL**

66.


CGI is entitled to and hereby requests a trial jury on all issues so triable.

WHEREFORE, Defendant, CGI Technologies and Solutions, Inc., prays that this Answer to First Supplemental, Amending and Restated Petition for Damages, Request for Jury Trial and Request for Notice be deemed good and sufficient, and that after the lapse of all legal delays and due proceedings are had, that there be judgment herein in its favor and against Plaintiff, James J. Donelon, Commissioner of Insurance for the State of Louisiana, in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc., with full prejudice, at Plaintiff's costs.

AND WHEREFORE, CGI Technologies and Solutions, Inc., prays for a trial by jury on all issues so triable and for any such other and further relief as the court may deem just and equitable under the circumstances.

Respectfully submitted,

**TAYLOR, PORTER, BROOKS & PHILLIPS L.L.P.**

By 

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*Attorneys for CGI Technologies and Solutions, Inc.*

**CERTIFICATE**

I hereby certify that a copy of the above and foregoing has this date been sent via facsimile, electronic mail, hand delivery, and/or by placing a copy of same in the United States Mail, postage prepaid and properly addressed to all counsel of record.

Baton Rouge, Louisiana, this 1st day of March, 2017.

  
ROBERT W. BARTON