

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

versus

GROUP RESOURCES INCORPORATED,
MILLIMAN, INC., BUCK GLOBAL,
LLC. AND IRONSHORE SPECIALTY
COMPANY

SUIT NO.: 651,069 SECTION: 22

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

MOTION FOR PARTIAL SUMMARY JUDGMENT
REGARDING OFFICER/DIRECTOR/EMPLOYEE/ETC. FAULT DEFENSES
OR, IN THE ALTERNATIVE,
MOTION TO STRIKE DEFENSES PRECLUDED AS A MATTER OF LAW

NOW INTO COURT, through undersigned counsel, comes James J. Donelon, Commissioner of Insurance for the State of Louisiana ("Commissioner"), in his capacity as Court Appointed Rehabilitator of Louisiana Health Cooperative, Inc. ("LAHC"), through his duly Court appointed Receiver, Billy Bostick ("Plaintiff" or the "Receiver"), who moves for partial summary judgment to dismiss or to strike various defenses as a matter of law, and that the Court order that no former officer, manager, director, trustee, owner, employee or agent of LAHC be listed on the jury verdict form for allocation of fault. The specifics and bases for this Motion are set forth in the attached Memorandum in Support. In support of this Motion are the attached Exhibits:

1. Declinatory Exception, Defenses, and Answer of Milliman, Inc. to Second Supplemental, Amending and Restated Petition for Damages and Request for Jury Trial filed by Milliman, Inc. ("Milliman") [Exhibit A].
2. Declinatory Exception, Affirmative Defenses and Answer of Buck Consultants, LLC to Second Supplemental, Amending, and Restated Petition and Request for Jury Trial filed by Buck Consultants, LLC ("Buck") [Exhibit B].
3. Answer to Second Supplemental, Amending and Restated Petition for Damages and Request for Trial by Jury filed by Group Resources Incorporated ("GRI") [Exhibit C].

WHEREFORE, the Receiver prays that the following defenses be dismissed or stricken:

- a. Milliman's Fifth, Sixth, Eighth, Eleventh, Twelfth, Thirteenth and Fourteenth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC;

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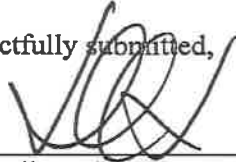
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- b. Buck's Fifth, Eighth, Ninth, Eleventh and Twelfth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC; and
- c. GRI's Third, Fourth, Eighth and Ninth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC.

Further, the Receiver seeks a judgment that no present or former officer, manager, director, trustee, owner, employee, or agent of LAHC be listed on the jury verdict form for allocation of fault.

Respectfully submitted,


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Andrée M. Cullens, La. Bar #23212
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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished via e-mail to all counsel of record as follows, this 1st day of April, 2021, in Baton Rouge, Louisiana.

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JAMES J. DONELON, COMMISSIONER : SUIT NO.: 651,069 SECTION: 22
OF INSURANCE FOR THE STATE OF :
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REHABILITATOR OF LOUISIANA :
HEALTH COOPERATIVE, INC. : 19TH JUDICIAL DISTRICT COURT
:
versus :
:
GROUP RESOURCES INCORPORATED, : PARISH OF EAST BATON ROUGE
MILLIMAN, INC., BUCK GLOBAL, :
LLC. AND IRONSHORE SPECIALTY :
COMPANY : STATE OF LOUISIANA


RULE TO SHOW CAUSE

CONSIDERING THE FOREGOING Motion for Partial Summary Judgment Regarding Officer/Director/Employee/Etc. Fault Defenses Or, In The Alternative, Motion To Strike Defenses Precluded As A Matter of Law (the “Motion”) filed by Plaintiff James J. Donelon, Commissioner of Insurance for the State of Louisiana, in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc., through his duly appointed Receiver, Billy Bostick, it is hereby

IT IS HEREBY ORDERED that Defendants, Milliman, Inc., Buck Global, LLC, and Group Resources Inc., appear and show cause on the 17 day of June, 2021 at 10:00 a.m. (via Zoom; ~~XXXXXX~~) why the Motion should not be granted.

Signed at Baton Rouge, Louisiana this _____ day of April 07 2021, 2021.

**To be heard by
Zoom Video Conferencing.
Go to 19thjdc.org for link.**



HON. TIMOTHY KELLY
JUDGE, 19TH JUDICIAL DISTRICT COURT

**PLEASE SERVE ALL COUNSEL OF RECORD
FOR MILLIMAN, INC. BUCK GLOBAL, LLC,
GROUP RESOURCES INC. AND IRONHORSE
SPECIALTY INSURANCE COMPANY**



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HEALTH COOPERATIVE, INC. : 19TH JUDICIAL DISTRICT COURT
versus :
GROUP RESOURCES INCORPORATED, : PARISH OF EAST BATON ROUGE
MILLIMAN, INC., BUCK GLOBAL, :
LLC. AND IRONSHORE SPECIALTY :
COMPANY : STATE OF LOUISIANA

MEMORANDUM IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT
REGARDING OFFICER/DIRECTOR/EMPLOYEE/ETC. FAULT DEFENSES
OR, IN THE ALTERNATIVE,
MOTION TO STRIKE DEFENSES PRECLUDED AS A MATTER OF LAW

MAY IT PLEASE THE COURT:

This Court has previously dismissed and stricken defenses that attempted to place blame on the Louisiana Department of Insurance or the Louisiana Commissioner of Insurance in their capacity as Regulator of Louisiana Health Cooperative, Inc. ("LAHC"). That ruling was based on La. R.S. 22:2043.1(B)¹ and (C).² The instant Motion seeks similar relief from defenses based upon alleged fault or negligence of former officers, managers, directors, trustees, shareholders, employees, or agents of LAHC, and is based upon the provisions of La. R.S. 2043.1(A).³

Plaintiff⁴ files this Memorandum in support of his "Motion for Partial Summary Judgment Regarding Officer/Director/Employee/Etc. Fault Defenses Or, In the Alternative, Motion to Strike Defenses Precluded as a Matter of Law." The defenses identified in this Memorandum should be dismissed, or in the alternative, stricken, because defenses based upon the purported actions or inactions of any present or former officer, manager, director, trustee, shareholder, employee, or agent of LAHC which could be imputed to LAHC are invalid defenses as a matter of law.

¹ "B. No action or inaction by the insurance regulatory authorities may be asserted as a defense to a claim by the receiver."

² "C. There shall be no liability on the part of, and no cause of action of any nature shall arise against, the department or its employees...."

³ "A. No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise...."

⁴ James J. Donelon, Commissioner of Insurance for the State of Louisiana, in his capacity as Court Appointed Rehabilitator of Louisiana Health Cooperative, Inc., through his duly Court appointed Receiver, Billy Bostick ("Plaintiff" or the "Receiver")

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Background

This case arises out of the failure of Louisiana Health Cooperative, Inc. ("LAHC"), a Consumer Operated and Oriented Plan created under the Patient Protection and Affordable Care Act of 2010. LAHC sold health insurance policies to the public for less than two years, from 2014 to the summer of 2015, before being placed in receivership. Plaintiff Billy Bostick was appointed by the Receivership Court as the LAHC Receiver in September 2015 to take over LAHC and thereafter to wind down LAHC's affairs.

After many settlements, the defendants that remain in this action are Milliman, Inc. ("Milliman"), Buck Consultants, LLC n/k/a Buck Global, LLC ("Buck"), and Group Resources Incorporated ("GRI").⁵

Each of the remaining defendants has alleged that officers, managers, directors, trustees, owners, employees, or agents of LAHC were negligent or otherwise at fault. These allegations do not constitute valid defenses to the action and should be dismissed or stricken as a matter of law.

List of Essential Legal Elements

As required by Local Rule 9.10, the following is a list of essential legal elements necessary to render summary judgment:

"No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise...." La. R.S. 22:2043.1(A).

Statement of Undisputed Material Facts

As required by Local Rule 9.10, the following is a list of essential of undisputed material facts:

1. In its Answer, Exhibit A, Milliman alleged the following affirmative defenses, among others:

FIFTH DEFENSE

Plaintiff's damages, if any, were caused or contributed to by the negligence, wrongdoing, regulatory misconduct, want of care and fault or comparative fault of the Louisiana Department of Insurance, the Commissioner of Insurance (the

⁵ All of Plaintiff's claims against the officers and directors of LAHC and their respective insurers have now been settled, and formal dismissals of these parties will be filed in the very near future. Meanwhile, concurrently with the filing of the instant Motion, Plaintiff has filed a Fifth Amended Petition that does not name any officers or directors of LAHC as defendants.

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"Commissioner"), Billy Bostick as the Receiver (the "Receiver"), and/or LAHC, and/or each of their respective employees, agents, attorneys, and/or contractors, and/or other parties for whom Milliman is not responsible and over whom Milliman had no control.

SIXTH DEFENSE

Plaintiff's claims are barred in whole or in part, by its own actions, omissions, and/or negligence.

EIGHTH DEFENSE

Plaintiff has failed to mitigate the damages that were incurred, if any.

ELEVENTH DEFENSE

Plaintiff's claims are barred by unclean hands.

TWELFTH DEFENSE

The negligence, wrongdoing and fault of LAHC and its officers, directors, shareholders, employees, and agents are imputed to Plaintiff and bar the claims presented.

THIRTEENTH DEFENSE

Plaintiff's damages, if any, were not caused by Milliman, but were the proximate result, either in whole or in part, of the actions or omissions of persons or entities other than Milliman, including but not limited to, the Louisiana Department of Insurance, the Commissioner, the Receiver, LAHC, the federal government, third parties, other defendant(s) and/or each such person or entity's respective employees or agents.

FOURTEENTH DEFENSE

LAHC did not rely on Milliman in taking the actions complained of, and intended to take the actions complained of regardless of any advice or counseling from Milliman.

2. In its Answer, Exhibit B, Buck alleged the following affirmative defenses, among others:

FIFTH DEFENSE

Plaintiff's damages, if any, were caused or contributed to by the negligence, wrongdoing, want of care and fault or comparative fault of the Commissioner of Insurance (the "Commissioner") and/or Billy Bostick, as the Receiver (the "Receiver"), and their employees, agents, attorneys, and contractors, of LAHC and its officers, directors, employees, agents, and contractors, and of third parties for whom Buck is not responsible and over whom Buck had no control.

EIGHTH DEFENSE

Plaintiff has failed to mitigate the damages that were incurred, if any....

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NINTH DEFENSE

The negligence, wrongdoing and fault of LAHC and its officers, directors, shareholders, employees, and agents are imputed to Plaintiff and bar the claims presented.

ELEVENTH DEFENSE

Plaintiff s damages, if any, were not caused by Buck.

TWELFTH DEFENSE

LAHC did not rely on Buck in taking the actions complained of, and intended to take the actions complained of regardless of any advice or counseling from Buck.

3. In its Answer, Exhibit C, GRI alleged the following affirmative defenses, among others:

THIRD AFFIRMATIVE DEFENSE

Plaintiff is estopped from making the claims asserted due to its own actions and inactions and course and pattern of conduct over many years.

FOURTH AFFIRMATIVE DEFENSE

The claims asserted are barred by laches, waiver, unclean hands, ratification, and any applicable period of prescription.

EIGHTH AFFIRMATIVE DEFENSE

GRI affirmatively alleges that to the extent Plaintiff has settled or should settle hereafter for any of the alleged injuries and damages with any persons, whether parties or nonparties, GRI 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.

NINTH AFFIRMATIVE DEFENSE

GRI avers that the Plaintiff has not suffered compensable damage as a result of any alleged wrongdoing on the part of GRI or any of their agents or representatives. If Plaintiff suffered any damage, as alleged, such damage was caused in whole or in part by the action or inaction of persons or entities (whether parties or non-parties) for whom GRI is not responsible.⁶

⁶ GRI also alleged as follows in its Eleventh Affirmative Defense: "LAHC fraudulently induced GRI to enter into an Administrative Services Agreement with LAHC." While it is vehemently denied that any "fraudulent inducement" by LAHC ever occurred, a defense of fraudulent inducement is excepted from and is allowed by La. R.S. 22:2043.1(A). Plaintiff notes, however, that "Evidence of fraud in the inducement shall be admissible only if it is contained in the records of the insurer." La. R.S. 22:2043.1(A).



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Standard of Proof on Motions for Summary Judgment and to Strike

A motion for summary judgment is used to avoid a full-scale trial when there is no genuine issue of material fact. *Georgia-Pacific Consumer Operations, LLC v. City of Baton Rouge*, 2017-1553 (La. App. 1 Cir. 7/18/18), 255 So.3d 16, 21, writ denied, 2018-1397 (La. 12/3/18), 257 So.3d 194. A motion for summary judgment shall be granted if the motion, memorandum, and supporting documents show that there is no genuine issue as to material fact and that the mover is entitled to judgment as a matter of law. La. C.C.P. art. 966(A)(3). The Receiver alleges that there is no fact which supports any of the defenses challenged here. Indeed, the Receiver suggest that as a matter of law these defenses are so clearly prohibited that they could be stricken regardless of the facts alleged.

“The court on motion of a party or on its own motion may at any time and after a hearing order stricken from any pleading any insufficient demand or defense or any redundant, immaterial, impertinent, or scandalous matter.” La. C.C.P. art. 964. Because the source of Article 964 is Federal Rule of Civil Procedure 12(f), courts look to federal jurisprudence to assist in analyzing Article 964. *Cole v. Cole*, 2018-0523 (La. App. 1 Cir. 9/21/18), 264 So.3d 537, 544. A defense “that might confuse the issues in the case and would not, under the facts alleged, constitute a valid defense to the action can and should be deleted.” *Fed. Ins. Co. v. Edenbaum*, No. CIV. JKS 12-410, 2012 WL 2803739, at *1–2 (D. Md. July 9, 2012) citing *Waste Mgmt. Holdings v. Gilmore*, 252 F.3d 316, 347 (4th Cir.2001).

Both a Motion for Partial Summary Judgment and a Motion to Strike raise only legal issues as neither consider any disputed fact. The facts of the answers are not disputed for purposes of these Motions only. Moreover, this Honorable Court can take judicial notice that Exhibits A – C have been filed in the above-captioned matter and Exhibit D has been filed in the Receivership Court. La. C.E. art. 201(B) and (D). Since no factual dispute is raised, the Receiver requests that this Honorable Court dismiss or strike the defenses identified herein.

No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC can serve as a defense or be allocated on the jury verdict form.

The defendants blame their own gross negligence on many others, including former officers, managers, directors, trustees, owners, employees, or agents of LAHC. Unfortunately for defendants, La. R.S. 22:2043.1(A), enacted by the Louisiana Legislature in 2012, provides as follows:

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No prior wrongful or negligent actions of any present or former officer, manager, director, trustee, owner, employee, or agent of the insurer may be asserted as a defense to a claim by the receiver under a theory of estoppel, comparative fault, intervening cause, proximate cause, reliance, mitigation of damages, or otherwise....

This is an expression of positive law which supersedes any contrary jurisprudence before 2012.

La. Civ. Code arts. 2, 3. Thus, the following defenses alleged by defendants must be dismissed or stricken:

- a. Milliman's Fifth, Sixth, Eighth, Eleventh, Twelfth, Thirteenth and Fourteenth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC;
- b. Buck's Fifth, Eighth, Ninth, Eleventh and Twelfth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC; and
- c. GRI's Third, Fourth, Eighth and Ninth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC.

It is anticipated that defendants may assert that La. Civ. Code arts. 2323 and 2324 give them the right to use the fault of LAHC's officers, directors, etc. as a defense. However, while these articles *generally* give a defendant the right to attribute comparative fault upon a showing that other persons have a degree of "fault," there is a more *specific* statute that controls in this instance—La. R.S. 22:2043.1(A).

Indeed, La. R.S. 22:2043.1 is specific to and part of Louisiana's insurance statutory scheme as it relates to insolvent insurers; thus, it takes precedence over the more general comparative fault articles La. C.C. arts. 2323 and 2324. *Bernard v. Fireside Commercial Life Ins. Co.*, 633 So.2d 177, 185 (La. App. 1 Cir. 1993), ("Louisiana has enacted a statutory scheme specifically designed for insurance insolvency, which takes precedence over general law to the extent that the general law is inconsistent with the provisions or purpose of the comprehensive, statutory scheme.")

La. Civ. Code art. 2323, which provides, *inter alia*, that the fault of "immune" parties should be considered and allocated by the trier of fact, was last amended in 1996. La. R.S. 22:2043.1(A) was enacted in 2012. Whereas Article. 2323 addresses the allocation of fault between parties and non-parties in a general way, §2043.1(A) specifically addresses and provides that any allegations regarding director and officer, etc. fault shall not be allowed as a defense to

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the receiver's claims. As a matter of hornbook law and statutory construction, "the statute specifically directed to the matter at issue must prevail as an exception to the statute more general in character." *LeBreton v. Rabito*, 97-2221, p. 7 (La. 7/8/98), 714 So.2d. 1226 (citations omitted). A subsequent statute dealing specifically with a particular subject supersedes and prevails over inconsistent and conflicting provisions in an earlier statute addressing those issues. *Macon v. Costa*, 437 So.2d 806 (La. 1983); *State v. St. Julian*, 221 La. 1018, 61 So.2d 464 (1952). If there is a conflict between two statutes, the statute specifically directed to the matter at issue must prevail as an exception to the statute more general in character. *Pumphrey v. City of New Orleans*, 2005-0979 (La. 4/4/06), 925 So.2d 1202; *Killeen v. Jenkins*, 98-2675 (La. 11/5/99), 752 So.2d 146; *Board of Ethics In re Davies*, 2010-1339 (La. App. 1 Cir. 12/22/10), 55 So.3d 918. By enacting §2043.1(A) in 2012 to specifically prevent defendants from using the alleged actions or inactions of the insurer's officers, directors, employees, etc. as a defense to a receiver's claims, the Louisiana legislature clearly and deliberately circumscribed the application of Art. 2323 in Receiver cases like the present one. See, e.g., *White v. La. DOTD*, 17-629 (La. App. 3d Cir. 12/6/17), 258 So.3d 11, 17 ("La. Code Civ. P. art. 966(G) is a clarification of La. Civ. Code art. 2323, and must prevail as a later introduced amendment and as a clarification of the legislature's intent on the issue of comparative fault when a party has been dismissed from litigation upon a finding that the party was not at fault.").

Conclusion

Positive law prohibits the assertion of alleged fault by any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC which could be imputed to LAHC as a defense to a claim by the Receiver. Accordingly, the Receiver seeks dismissal or striking of the following defenses:

- a. Milliman's Fifth, Sixth, Eighth, Eleventh, Twelfth, Thirteenth and Fourteenth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC;
- b. Buck's Fifth, Eighth, Ninth, Eleventh and Twelfth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC; and

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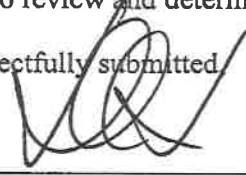
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- c. GRI's Third, Fourth, Eighth and Ninth Affirmative Defenses, to the extent that they assert a defense for the alleged actions or inactions of any present or former officer, manager, director, trustee, owner, employee, or agent of LAHC.

Further, the Receiver seeks a judgment that no present or former officer, manager, director, trustee, owner, employee, or agent of LAHC be listed on the jury verdict form for allocation of fault.

Because positive law so clearly prohibits these objectionable defenses, the Receiver suggest that it is well within this Honorable Court's discretion to dismiss these defenses on a Motion to Strike. In an abundance of caution, however, the Receiver has presented these Motions in the alternative, as a Motion for Partial Summary Judgment or a Motion to Strike, so that this Honorable Court has either mechanism available to review and determine the issue.

Respectfully submitted,



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Darrel J. Papillion, La. Bar #23243
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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished via e-mail to all counsel of record as follows, this 1st day of April, 2021, in Baton Rouge, Louisiana.

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19TH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NO.: 651,069

SECTION 22

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

VERSUS

CGI TECHNOLOGIES AND SOLUTIONS, INC., GROUP RESOURCES INCORPORATED,
BEAM PARTNERS, LLC, MILLIMAN, INC., BUCK CONSULTANTS, LLC, WARNER L.
THOMAS, IV, WILLIAM A. OLIVER, SCOTT POSECAI, PAT QUINLAN, PETER
NOVEMBER, MICHAEL HULEFELD, ALLIED WORLD SPECIAL INSURANCE
COMPANY a/k/a DARWIN NATIONAL ASSURANCE COMPANY, ATLANTIC
SPECIALTY INSURANCE COMPANY, EVANSTON INSURANCE COMPANY, RSUI
INDEMNITY COMPANY, AND ZURICH AMERICAN INSURANCE COMPANY

FILED: _____

DEPUTY CLERK

DECLINATORY EXCEPTION, DEFENSES, AND ANSWER OF MILLIMAN, INC. TO
SECOND SUPPLEMENTAL, AMENDING AND RESTATED PETITION FOR
DAMAGES AND REQUEST FOR JURY TRIAL

NOW INTO COURT, through undersigned counsel, comes Defendant Milliman, Inc.
(hereinafter, "Milliman"), who subject to and fully preserving its declinatory exception of lack of
subject matter jurisdiction (the "Declinatory Exception") and pending writ application for
supervisory review of the denial of that Declinatory Exception asserts the following Declinatory
Exception, Defenses and Answer to the Second Supplemental, Amending and Restated Petition
for Damages and Request for Jury Trial (the "Second Amended Petition") filed on or about
October 25, 2017 by Plaintiff James J. Donelon, Commissioner of Insurance for the State of
Louisiana in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc. ("Plaintiff")¹ as
follows:

DECLINATORY EXCEPTION OF LACK OF SUBJECT MATTER JURISDICTION

Milliman reasserts its Declinatory Exception of Lack of Subject Matter Jurisdiction
(including the arguments raised in its supporting Memorandum) as well as its right to seek
arbitration of Plaintiff's claims against Milliman in accordance with the plain terms of the 2011

¹ Plaintiff's Second Supplemental, Amending and Restated Petition for Damages and Request for Jury Trial filed on
or about October 25, 2017 is hereinafter referred to as the "Second Amended Petition."

REC'D C.P.

DEC 18 2017



Consulting Services Agreement (the "Agreement") executed by Louisiana Health Cooperative, Inc. ("LAHC") and Milliman. Milliman previously raised its right to seek arbitration in its Declinatory Exception, which was denied by this Court's September 19, 2017 Judgment (the "Judgment"). On November 3, 2017, Milliman submitted its Application for a Supervisory Writ (the "Application") which seeks review of the Judgment. That Application is pending before the First Circuit. Milliman files the following Defenses and Answer subject to and fully preserving its right to compel arbitration and its Declinatory Exception, and further subject to, without waiving, and fully preserving its pending Application, in accordance with Louisiana Code of Civil Procedure Article 928(A).

AFFIRMATIVE AND OTHER DEFENSES

FIRST DEFENSE

All of Plaintiff's claims against Milliman arise out of or relate to and are subject to the terms of the Agreement. Milliman affirmatively pleads, as though set forth herein in full, all terms and conditions of the Agreement, which are fully binding upon Plaintiff as the party vested by operation of law with the contractual rights and obligations of LAHC. If the terms of the Agreement are for any reason not enforced against Plaintiff, Plaintiff's claims are barred due to failure of consideration.

SECOND DEFENSE

Plaintiff's Second Amended Petition fails to state a cause of action against Milliman.

THIRD DEFENSE

Plaintiff's Second Amended Petition fails to state a right of action against Milliman.

FOURTH DEFENSE

Plaintiff's claims are extinguished by prescription, peremption and laches as a matter of law.

FIFTH DEFENSE

Plaintiff's damages, if any, were caused or contributed to by the negligence, wrongdoing, regulatory misconduct, want of care and fault or comparative fault of the Louisiana Department of Insurance, the Commissioner of Insurance (the "Commissioner"), Billy Bostick as the

Receiver (the "Receiver"), and/or LAHC, and/or each of their respective employees, agents, attorneys, and/or contractors, and/or other parties for whom Milliman is not responsible and over whom Milliman had no control.

SIXTH DEFENSE

Plaintiff's claims are barred in whole or in part, by its own actions, omissions, and/or negligence.

SEVENTH DEFENSE

Plaintiff's claims are barred by the doctrines of estoppel, waiver, ratification, and acquiescence in that the Commissioner and his employees and agents and/or the Louisiana Department of Insurance reviewed the activities now complained of, and gave explicit or implicit approval of those activities. Milliman relied to its detriment upon those actions of the Commissioner and his employees and agents and/or the Louisiana Department of Insurance.

EIGHTH DEFENSE

Plaintiff has failed to mitigate the damages that were incurred, if any.

NINTH DEFENSE

The Commissioner, his employees, his agents, and/or the Louisiana Department of Insurance had knowledge of and approved the activities forming the basis of the present claims.

TENTH DEFENSE

Plaintiff's claims are barred by the filed rate doctrine.

ELEVENTH DEFENSE

Plaintiff's claims are barred by unclean hands.

TWELFTH DEFENSE

The negligence, wrongdoing and fault of LAHC and its officers, directors, shareholders, employees, and agents are imputed to Plaintiff and bar the claims presented.

THIRTEENTH DEFENSE

Plaintiff's damages, if any, were not caused by Milliman, but were the proximate result, either in whole or in part, of the actions or omissions of persons or entities other than Milliman, including but not limited to, the Louisiana Department of Insurance, the Commissioner, the

Receiver, LAHC, the federal government, third parties, other defendant(s) and/or each such person or entity's respective employees or agents.

FOURTEENTH DEFENSE

LAHC did not rely on Milliman in taking the actions complained of, and intended to take the actions complained of regardless of any advice or counseling from Milliman.

FIFTEENTH DEFENSE

Milliman at all times complied with all relevant actuarial standards of practice and all applicable standards of care and practice.

SIXTEENTH DEFENSE

LAHC expressly waived the right to a trial by jury in the Agreement; therefore, Plaintiff, as the party vested by operation of law with the contractual rights and obligations of LAHC, is not entitled to a trial by jury on any of its claims against Milliman. Milliman preserves its objection to trial by jury, its right to move to strike Plaintiff's jury demand, and/or to seek a bench trial.

SEVENTEENTH DEFENSE

Plaintiff's claims and damages, if any, are contractually limited pursuant to the Agreement.

EIGHTEENTH DEFENSE

Under the Agreement, Plaintiff has waived and is barred from asserting any claims for lost profits, incidental or consequential damages.

NINETEENTH DEFENSE

Plaintiff lacks standing, right or interest to assert claims for losses or damages allegedly suffered by the creditors, providers, policyholders, members, or subscribers of LAHC, or by any other person or entity other than LAHC.

TWENTIETH DEFENSE

This dispute must be arbitrated pursuant to the terms of the Agreement.

ANSWER

AND NOW, with full reservation of the foregoing Declinatory Exception and defenses, in response to the individually numbered paragraphs of the Second Amended Petition, Milliman avers as follows, denying all allegations not hereinafter specifically admitted:

JURISDICTION AND VENUE

2.

Milliman admits that LAHC is a Louisiana Nonprofit Corporation that did business in the State of Louisiana, but Milliman otherwise denies the allegations of Paragraph 2 and avers that this Court lacks jurisdiction over Plaintiff's claims against Milliman, which must be arbitrated.

3.

Milliman denies the allegations of Paragraph 3.

4.

Milliman denies the allegations of Paragraph 4.

PARTIES

Plaintiff

5.

Milliman admits the allegations of Paragraph 5.

6.

Milliman denies the allegations of Paragraph 6 for lack of sufficient information to justify a belief therein.

7.

To the extent Paragraph 7 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Milliman denies the allegations in Paragraph 7 to the extent they do not comport with the documents referenced therein.

8.

Paragraph 8 asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Milliman admits that Plaintiff may pursue legal remedies available to LAHC and otherwise denies the allegations of Paragraph 8.

Defendants

9.

The allegations of Paragraph 9 of Plaintiff's Second Amended Petition require no answer from Milliman.

D&O Defendants

10.

Milliman denies the allegations of Paragraph 10 for lack of sufficient information to justify a belief therein.

TPA Defendants

11.

Milliman denies the allegations of Paragraph 11 for lack of sufficient information to justify a belief therein.

Beam Partners, LLC

12.

Milliman denies the allegations of Paragraph 12 for lack of sufficient information to justify a belief therein.

Actuary Defendants

13.

Milliman admits the allegations in Paragraph 13(a). Milliman denies the allegations in Paragraph 13(b) for lack of sufficient information to justify a belief therein.

Insurer Defendants

14.

Milliman denies the allegations of Paragraph 14 for lack of sufficient information to justify a belief therein.

Defined Terms

15.

Milliman admits that Plaintiff purports to define terms as set forth in Paragraphs 15(1)-(7), and Milliman admits so much of Paragraph 15 that alleges that Milliman has provided actuarial services to LAHC but denies the remaining allegations of Paragraphs 15(1)-(7) for lack of sufficient information to justify a belief therein.

Factual Background

16.

To the extent that Paragraph 16 purports to describe the content of the Patient Protection and Affordable Care Act ("ACA"), the ACA speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to the ACA for its full content and context. Milliman denies any and all other allegations in Paragraph 16 for lack of sufficient information to justify a belief therein.

17.

To the extent Paragraph 17 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Milliman admits that LAHC was a CO-OP created pursuant to the ACA; and that at some point, LAHC applied for and received loans from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS"). Milliman denies any and all other allegations in Paragraph 17 for lack of sufficient information to justify a belief therein.

18.

Milliman denies the allegations in the first sentence of Paragraph 18 in so far as they pertain to Milliman, and denies the allegations in the first sentence of Paragraph 18 for lack of sufficient information to justify as a belief therein insofar as they pertain to any other Defendant(s). Milliman denies the remaining allegations in Paragraph 18 for lack of sufficient information to justify a belief therein.

19.

Milliman denies the allegations of Paragraph 19 insofar as they pertain to Milliman. Milliman denies the allegations of Paragraph 19 for lack of sufficient information to justify a belief therein insofar as they pertain to any other Defendant(s).

20.

Milliman denies the allegations of Paragraph 20 for lack of sufficient information to justify a belief therein.

21.

To the extent Paragraph 21 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Milliman denies any and all remaining allegations, if any, as set forth in Paragraph 21 for lack of sufficient information to justify a belief therein.

22.

Milliman denies the allegations of Paragraph 22 insofar as they pertain to Milliman. Milliman denies the allegations in Paragraph 22 for lack of sufficient information to justify a belief therein insofar as they pertain to any other Defendant(s).

23.

Milliman denies the allegations of Paragraph 23 insofar as they pertain to Milliman. Milliman denies the allegations in Paragraph 23 for lack of sufficient information to justify a belief therein insofar as they pertain to any other Defendant(s).

CAUSES OF ACTION

Count One: Breach of Fiduciary Duty (Against the D&O Defendants and Insurer Defendants)

24-41.

No response is required to Count One of Plaintiff's Second Amended Petition because this Count is not directed against Milliman. To the extent, however, that any of the allegations contained in Count One could be construed against Milliman, Milliman denies those allegations. Milliman also asserts and incorporates by reference each and every denial, exception, answer and

defense it has set forth in response to the other Counts and allegations of Plaintiff's Second Amended Petition as if fully stated herein.

Count Two: Breach of Contract (Against the TPA Defendants and Beam Partners)

42-71.

No response is required to Count Two of Plaintiff's Second Amended Petition because this Count is not directed against Milliman. To the extent, however, that any of the allegations contained in Count Two could be construed against Milliman, Milliman denies those allegations. Milliman also asserts and incorporates by reference each and every denial, exception, answer and defense it has set forth in response to the other Counts and allegations of Plaintiff's Second Amended Petition as if fully stated herein.

Count Three: Gross Negligence and Negligence (Against the TPA Defendants and Beam Partners)

72-80.

No response is required to Count Three of Plaintiff's Second Amended Petition because this Count is not directed against Milliman. To the extent, however, that any of the allegations contained in Count Three could be construed against Milliman, Milliman denies those allegations. Milliman also asserts and incorporates by reference each and every denial, exception, answer and defense it has set forth in response to the other Counts and allegations of Plaintiff's Second Amended Petition as if fully stated herein.

Count Four: Professional Negligence and Breach of Contract (Against the Actuary Defendants)

81.

Milliman asserts and incorporates by reference each and every denial, exception, answer and defense it has set forth in response to the other Counts and allegations of Plaintiff's Second Amended Petition as if fully stated herein.

Milliman

82.

Milliman denies the allegations of Paragraph 82, except admits that it had the expertise needed to provide the actuarial services and advice that it provided to LAHC.

83.

To the extent Paragraph 83 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Milliman otherwise denies the allegations of Paragraph 83 for lack of sufficient information to form a belief therein.

84.

Milliman admits that it prepared a report entitled "Louisiana Health Cooperative, Inc. Feasibility Study and Business Plan Support for Consumer Operated and Oriented Plan (CO-OP) Application" for Louisiana Health Cooperative dated March 30, 2012. To the extent Paragraph 84 purports to describe the content of that report or any other document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context.

85.

Milliman denies the allegations of Paragraph 85.

86.

To the extent Paragraph 86 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Paragraph 86 otherwise states a legal conclusion to which no response is required.

87.

Milliman denies the allegations of Paragraph 87.

88.

Milliman denies the allegations of Paragraph 88.

89.

Milliman admits that it performed work related to LAHC's loan application to become a qualified nonprofit health insurance issuer under the Consumer-Operated and Oriented Plan (CO-OP) Program established by Section 1322 of the ACA and applicable regulations. Milliman further admits that in September 2012, LAHC was awarded a loan to become a qualified nonprofit health insurance issuer under the Consumer-Operated and Oriented Plan (CO-OP) Program established by Section 1322 of the ACA and applicable regulations. Milliman otherwise denies any and all allegations in Paragraph 89 for lack of sufficient information to justify a belief therein.

90.

To the extent Paragraph 90 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Milliman otherwise denies any and all remaining allegations as set forth in Paragraph 90.

91.

To the extent Paragraph 91 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Milliman denies any and all remaining allegations as set forth in Paragraph 91.

92.

Milliman denies the allegations of Paragraph 92.

93.

Milliman denies the allegations of Paragraph 93.

94.

Paragraph 94 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Milliman denies the allegations of Paragraph 94 insofar as they are inconsistent with the statutes, rules or other authority or obligations governing this dispute.

95.

To the extent Paragraph 95 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Milliman denies any and all remaining allegations as set forth in Paragraph 95.

96.

Milliman denies the allegations of Paragraph 96.

97.

To the extent Paragraph 97 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Paragraph 97 otherwise states a legal conclusion to which no response is required.

98.

Milliman denies the allegations of Paragraph 98.

99.

Milliman denies the allegations of Paragraph 99.

100.

Milliman denies the allegations of Paragraph 100.

101.

To the extent Paragraph 101 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Paragraph 101 otherwise states a legal conclusion to which no response is required.

102.

Milliman admits that, prior to the conclusion of ACA enrollment, there was uncertainty about the overall size of the overall ACA Marketplace. Milliman further admits that it was aware that some percentage of individual enrollees would be receiving government subsidies. Milliman otherwise denies any and all remaining allegations in Paragraph 102.

103.

Milliman denies the allegations of paragraph 103.

104.

Milliman denies the allegations of paragraph 104.

105.

Milliman denies the allegations of paragraph 105.

106.

To the extent Paragraph 106 purports to describe the content of any document, said document speaks for itself. Milliman denies any characterizations thereof and respectfully refers the Court to said document for its full content and context. Paragraph 106 otherwise states a legal conclusion to which no response is required.

107.

Milliman denies the allegations of Paragraph 107.

108.

To the extent the first sentence of Paragraph 108 purports to describe the content of any document or statement, said document or statement speaks for itself; Milliman denies any characterizations thereof and respectfully refers the Court to said document or statement for its full content and context. Milliman denies the allegations in the second sentence of Paragraph 108 for lack of sufficient information to justify a belief therein. Milliman denies the allegations in the third sentence of Paragraph 108.

109.

Milliman denies the allegations of Paragraph 109.

110.

Milliman denies the allegations of Paragraph 110.

Buck

111-134.

No response is required to Paragraphs 111 through 134 of Plaintiff's Second Amended Petition because these Paragraphs are not directed against Milliman. To the extent, however, that any of the allegations contained in Paragraphs 111 through 134 could be construed against

Milliman, Milliman denies those allegations. Milliman also asserts and incorporates by reference each and every denial, exception, answer and defense it has set forth in response to the other Counts and allegations of Plaintiff's Second Amended Petition as if fully stated herein.

COUNT FIVE: Negligent Misrepresentation (Against the Actuary Defendants)

135.

Milliman asserts and incorporates by reference each and every denial, exception, answer and defense it has set forth in response to the other Counts and allegations of Plaintiff's Second Amended Petition as if fully stated herein.

Milliman

136.

Milliman denies the allegations of Paragraph 136, except admits that it had the expertise needed to provide the actuarial services and advice it provided to LAHC.

137.

Milliman denies the allegations of Paragraph 137.

138.

Milliman denies the allegations of Paragraph 138 for lack of sufficient information to justify a belief therein.

139.

Milliman denies the allegations of Paragraph 139.

140.

Paragraph 140 asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Milliman denies the allegations of Paragraph 140 insofar as they are inconsistent with the statutes, rules or other authority or obligations governing this dispute.

Buck

141-145.

No response is required to Paragraphs 141 through 145 of Plaintiff's Second Amended Petition because these Paragraphs are not directed against Milliman. To the extent, however, that any of the allegations contained in Paragraphs 141 through 145 could be construed against

Milliman, Milliman denies those allegations. Milliman also asserts and incorporates by reference each and every denial, exception, answer and defense it has set forth in response to the other Counts and allegations of Plaintiff's Second Amended Petition as if fully stated herein.

PREScription AND DISCOVERY OF TORTIOUS CONDUCT

146.

Milliman denies the allegations of Paragraph 146 in their entirety as those allegations relate to Milliman. Milliman denies the allegations of Paragraph 146 for lack of sufficient information to justify a belief therein, as those allegations relate to any other Defendant(s).

147.

Milliman denies the allegations of Paragraph 147 in their entirety as those allegations relate to Milliman. Milliman denies the allegations of Paragraph 147 for lack of sufficient information to justify a belief therein, as those allegations relate to any other Defendant(s).

148.

Milliman denies the allegations of Paragraph 148.

149.

Paragraph 149 asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Milliman denies the allegations of Paragraph 149 insofar as they are inconsistent with the statutes, rules or other authority or obligations governing this dispute.

JURY DEMAND

150.

Paragraph 150 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Milliman denies the allegations of Paragraph 150 and avers that pursuant to the Agreement, Plaintiff has waived any right to a jury trial and that Plaintiff's claims against Milliman must be arbitrated.

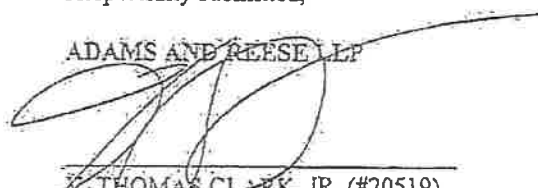
PRAYER FOR RELIEF

The Prayer for Relief in Plaintiff's Second Amended Petition requires no response from Milliman. To the extent, however, that an answer is deemed necessary, Milliman denies the allegations of the Prayer for Relief and denies that any relief is warranted.

NOW THEREFORE, Defendant Milliman, Inc. prays that its exception, defenses, and answers to Plaintiff's Second Amended Petition be deemed good and sufficient and that, after due proceedings herein, Plaintiff's Second Amended Petition and all prior petitions be dismissed, with prejudice, at Plaintiff's costs, and for such other, different additional, and equitable relief to which Milliman may be entitled.

Respectfully submitted,

ADAMS AND REESE LLP


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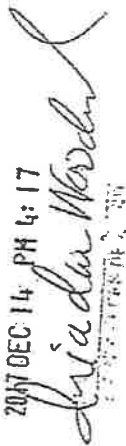
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Counsel for Milliman, Inc.

FILED
 EAST BATON ROUGE PARISH, LA

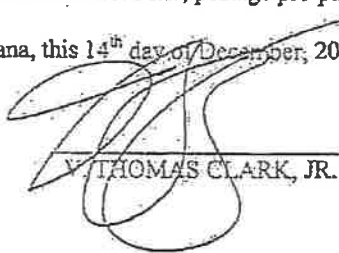
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Declinatory Exception, Defenses, and Answer of Milliman, Inc. to the Second Supplemental, Amending and Restated Petition for Damages and Request for Jury Trial filed on or about October 25, 2017 by Plaintiff James J. Donelon, Commissioner of Insurance for the State of Louisiana in his capacity as Rehabilitator of Louisiana Health Cooperative, Inc. has been served upon all counsel of record via facsimile, e-mail and/or by placing same in the U.S. Mail, postage pre-paid and properly addressed.

Baton Rouge, Louisiana, this 14th day of December, 2017.


V. THOMAS CLARK, JR.

FILED
EAST BATON ROUGE PARISH, LA

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CLERK OF COURT

19TH JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO.: 651,069

SECTION 22

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, GEORGE G. CROMER, WARNER L. THOMAS, IV, WILLIAM A.
OLIVER, CHARLES D. CALVI, PATRICK C. POWERS, CGI TECHNOLOGIES AND
SOLUTIONS, INC., GROUP RESOURCES INCORPORATED, BEAM PARTNERS, LLC,
MILLIMAN, INC., BUCK CONSULTANTS, LLC, AND TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA

FILED: _____

DEPUTY CLERK

DECLINATORY EXCEPTION, AFFIRMATIVE DEFENSES AND ANSWER OF
BUCK CONSULTANTS, LLC TO SECOND SUPPLEMENTAL, AMENDING, AND
RESTATED PETITION AND REQUEST FOR JURY TRIAL

NOW INTO COURT, through undersigned counsel, comes Defendant, Buck Consultants, LLC (hereinafter "Buck"), who subject to and fully preserving its declinatory exception of improper venue and pending writ application for supervisory review of the denial of that exception, asserts the following Declinatory Exception, Affirmative Defenses and Answers the Second Supplemental, Amending and Restated Petition for Damages and Request for Jury Trial (hereinafter "Second Amended Petition") filed by Plaintiff, as follows:

DECLINATORY EXCEPTION OF IMPROPER VENUE

Buck reasserts its Declinatory Exception of Improper Venue ("Declinatory Exception"). The Engagement Agreement ("Engagement Agreement") between Buck and Louisiana Health Cooperative, Inc. ("LAHC") contractually designates the federal and state courts of New York, New York as the exclusive jurisdiction and venue with respect to any dispute between the parties. The instant action against Buck is filed in breach and violation of the exclusive forum selection clause in the Engagement Agreement, and thus should be dismissed as to Buck without prejudice. Buck files its following Affirmative Defenses and Answer subject to and fully preserving its Declinatory Exception, and further subject to and fully preserving its pending application for supervisory review of the district court's September 19, 2017 Judgment denying



the Declinatory Exception, in accordance with Louisiana Code of Civil Procedure Article 928(A).

AFFIRMATIVE DEFENSES

FIRST DEFENSE

All of Plaintiff's claims against Buck arise out of and are subject to the terms of the Engagement Agreement. Buck affirmatively pleads, as though set forth herein in full, all terms and conditions of the Engagement Agreement, which are fully binding upon Plaintiff as the successor to the contractual rights and obligations of LAHC.

SECOND DEFENSE

Plaintiff's Second Amended Petition fails to state a cause of action against Buck.

THIRD DEFENSE

Plaintiff's Second Amended Petition fails to state a right of action against Buck.

FOURTH DEFENSE

Plaintiff's claims against Buck are extinguished by the strict one-year limitations period (which has the legal effect of peremption) that is contractually agreed to and stipulated in the Engagement Agreement. Plaintiff is fully bound to those provisions as the successor to the contractual rights and obligations of LAHC. Solely in the alternative, if for any reason the contractual requirements of the Engagement Agreement are not enforced against Plaintiff, Plaintiff's claims are extinguished by prescription, peremption and laches as a matter of law.

FIFTH DEFENSE

Plaintiff's damages, if any, were caused or contributed to by the negligence, wrongdoing, want of care and fault or comparative fault of the Commissioner of Insurance (the "Commissioner") and/or Billy Bostick, as the Receiver (the "Receiver"), and their employees, agents, attorneys, and contractors, of LAHC and its officers, directors, employees, agents, and contractors, and of third parties for whom Buck is not responsible and over whom Buck had no control.

SIXTH DEFENSE

Plaintiff's damages, if any, were caused by regulatory misconduct and negligence of the Commissioner, the Receiver, and their employees and agents.

SEVENTH DEFENSE

Plaintiff's claims are barred by the doctrines of estoppel, waiver, ratification, and acquiescence in that the Commissioner and his employees and agents reviewed the activities now

complained of, and gave explicit or implicit approval of those activities. Buck relied to its detriment upon those actions of the Commissioner and his employees and agents.

EIGHTH DEFENSE

Plaintiff has failed to mitigate the damages that were incurred, if any. The Commissioner had knowledge of and approved the activities forming the basis of the present claims, and he failed to prevent those activities. Furthermore, the Commissioner and the Receiver, and their employees, agents, and contractors, committed acts of negligence and misconduct in the supervision and regulation of LAHC, negligence and misconduct in the conservation, rehabilitation, and liquidation of LAHC, and other acts and omissions that may be discovered and presented at trial.

NINTH DEFENSE

The negligence, wrongdoing and fault of LAHC and its officers, directors, shareholders, employees, and agents are imputed to Plaintiff and bar the claims presented.

TENTH DEFENSE

Buck had no professional relationship with and owned no duties to the Commissioner, the Louisiana Department of Insurance, the State of Louisiana, or to the members, subscribers, policyholders, providers or creditors of LAHC.

ELEVENTH DEFENSE

Plaintiff's damages, if any, were not caused by Buck.

TWELFTH DEFENSE

LAHC did not rely on Buck in taking the actions complained of, and intended to take the actions complained of regardless of any advice or counseling from Buck.

THIRTEENTH DEFENSE

Buck at all times complied with all relevant actuarial standards of practice and all applicable standards of care and practice.

FOURTEENTH DEFENSE

In the alternative, if the terms of the Engagement Agreement are for any reason not enforced against Plaintiff, Plaintiff's claims are barred due to failure of consideration.

FIFTEENTH DEFENSE

LAHC expressly waived the right to a trial by jury in the Engagement Agreement; therefore, Plaintiff, as the successor to the contractual rights and obligations of LAHC, is not

entitled to a trial by jury on any of its claims against Buck. Buck preserves its objection to trial by jury, its right to move to strike Plaintiff's jury demand, and/or to seek a bench trial.

SIXTEENTH DEFENSE

Plaintiff's claims and damages, if any, are contractually limited to \$500,000 pursuant to the Engagement Agreement, which is fully binding upon Plaintiff as the successor to the contractual rights and obligations of LAHC.

SEVENTEENTH DEFENSE

Under the Engagement Agreement, Plaintiff has waived and is barred from asserting any claims for lost profits, indirect damages, consequential damages, special damages, incidental damages, exemplary damages, and punitive damages. Plaintiff is fully bound to those contractual provisions as the successor to the contractual rights and obligations of LAHC.

EIGHTEENTH DEFENSE

Plaintiff lacks standing, right or interest to assert claims for losses or damages allegedly suffered by the creditors, providers, policyholders, members, or subscribers of LAHC, or by any other person or entity other than LAHC.

ANSWER

AND NOW, with full reservation of the foregoing exceptions and affirmative defenses, in response to the individually numbered paragraphs of the Second Amended Petition, Buck avers as follows, denying all allegations not hereinafter specifically admitted:

1.

The allegations of Paragraph 1 of Plaintiff's Second Amended Petition require no answer from Buck.

2.

Paragraph 2 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 2 for lack of sufficient information to justify a belief therein.

3.

Buck denies the allegations of Paragraph 3 insofar as they pertain to Buck, and denies the allegations for lack of sufficient information to justify a belief therein insofar as they pertain to the other Defendants.

4.

Paragraph 4 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, an answer is deemed necessary, Buck denies the allegations insofar as they may pertain to Plaintiff's claims against Buck.

5.

Buck denies the allegations of Paragraph 5 for lack of sufficient information to justify a belief therein.

6.

Buck denies the allegations of Paragraph 6 for lack of sufficient information to justify a belief therein.

7.

Buck denies the allegations of Paragraph 7 for lack of sufficient information to justify a belief therein.

8.

Paragraph 8 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 8 as stated.

9.

The allegations of Paragraph 9 of Plaintiff's Second Amended Petition require no answer from Buck.

10.

Buck denies the allegations of Paragraph 10 for lack of sufficient information to justify a belief therein.

11.

Buck denies the allegations of Paragraph 11 for lack of sufficient information to justify a belief therein.

12.

Buck denies the allegations of Paragraph 12 for lack of sufficient information to justify a belief therein.

13.

Buck denies the allegations of Paragraph 13(a) for lack of sufficient information to justify a belief therein. Buck denies the allegations of Paragraph 13(b), except to admit that Buck is an

LLC registered in Delaware, with its principal place of business in New York, that provided actuarial services to LAHC at particular times.

14.

Buck denies the allegations of Paragraph 14 for lack of sufficient information to justify a belief therein.

15.

Buck denies the allegations of Paragraphs 15(1), 15(2), 15(3), 15(5), 15(6), and 15(7) for lack of sufficient information to justify a belief therein. Buck denies the allegations of Paragraph 15(4), except to admit that Buck provided actuarial services to LAHC at particular times.

16.

Buck denies the allegations of Paragraph 16 for lack of sufficient information to justify a belief therein.

17.

Buck denies the allegations of Paragraph 17 for lack of sufficient information to justify a belief therein.

18.

Buck denies the allegations of Paragraph 18 insofar as they may pertain to Buck, and denies them for lack of sufficient information to justify a belief therein insofar as they pertain to the other Defendants.

19.

Buck denies the allegations of Paragraph 19 insofar as they pertain to Buck. Buck denies the allegations of Paragraph 19 for lack of sufficient information to justify a belief therein insofar as they pertain to any other actuary.

20.

Buck denies the allegations of Paragraph 20 for lack of sufficient information to justify a belief therein.

21.

Buck denies the allegations of Paragraph 21 for lack of sufficient information to justify a belief therein.

22.

Buck denies the allegations of Paragraph 22 insofar as they pertain to Buck. Buck denies the allegations in Paragraph 22 for lack of sufficient information to justify a belief therein insofar

as they pertain to any other Defendant(s). Buck further denies that it owed any duties or obligations to the subscribers, members, providers, or creditors of LAHC.

23.

Buck denies the allegations of Paragraph 23 insofar as they pertain to Buck. Buck denies the allegations in Paragraph 23 for lack of sufficient information to justify a belief therein insofar as they pertain to the other Defendants.

24.

Buck incorporates all prior exceptions, defenses, averments, and denials as if fully set forth herein.

25.

Paragraph 25 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 25 for lack of sufficient information to justify a belief therein.

26.

Paragraph 26 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 26 for lack of sufficient information to justify a belief therein.

27.

Buck denies the allegations of Paragraph 27 for lack of sufficient information to justify a belief therein.

28.

Buck denies the allegations of Paragraph 28 for lack of sufficient information to justify a belief therein.

29.

Buck denies the allegations of Paragraph 29 for lack of sufficient information to justify a belief therein.

30.

Buck denies the allegations of Paragraph 30 for lack of sufficient information to justify a belief therein.

31.

Buck denies the allegations of Paragraph 31 for lack of sufficient information to justify a belief therein.

32.

Buck denies the allegations of Paragraph 32 for lack of sufficient information to justify a belief therein.

33.

Buck denies the allegations of Paragraph 33 for lack of sufficient information to justify a belief therein.

34.

Buck denies the allegations of Paragraph 34 for lack of sufficient information to justify a belief therein.

35.

Buck denies the allegations of Paragraph 35 for lack of sufficient information to justify a belief therein.

36.

Buck denies the allegations of Paragraph 36 for lack of sufficient information to justify a belief therein.

37.

Buck denies the allegations of Paragraph 37 for lack of sufficient information to justify a belief therein.

38.

Buck denies the allegations of Paragraph 38 for lack of sufficient information to justify a belief therein.

39.

Buck denies the allegations of Paragraph 39 for lack of sufficient information to justify a belief therein.

40.

Buck denies the allegations of Paragraph 40 for lack of sufficient information to justify a belief therein.

41.

Buck denies the allegations of Paragraph 41 for lack of sufficient information to justify a belief therein.

42.

Buck incorporates all prior exceptions, defenses, averments, and denials as if fully set forth herein.

43.

Buck denies the allegations of Paragraph 43 for lack of sufficient information to justify a belief therein.

44.

Buck denies the allegations of Paragraph 44 for lack of sufficient information to justify a belief therein.

45.

Buck denies the allegations of Paragraph 45 for lack of sufficient information to justify a belief therein.

46.

Buck denies the allegations of Paragraph 46 for lack of sufficient information to justify a belief therein.

47.

Buck denies the allegations of Paragraph 47 for lack of sufficient information to justify a belief therein.

48.

Buck denies the allegations of Paragraph 48 for lack of sufficient information to justify a belief therein.

49.

Buck denies the allegations of Paragraph 49 for lack of sufficient information to justify a belief therein.

50.

Buck denies the allegations of Paragraph 50 for lack of sufficient information to justify a belief therein.

51.

Buck denies the allegations of Paragraph 51 for lack of sufficient information to justify a belief therein.

52.

Buck denies the allegations of Paragraph 52 for lack of sufficient information to justify a belief therein.

53.

Buck denies the allegations of Paragraph 53 for lack of sufficient information to justify a belief therein.

54.

Buck denies the allegations of Paragraph 54 for lack of sufficient information to justify a belief therein.

55.

Buck denies the allegations of Paragraph 55 for lack of sufficient information to justify a belief therein.

56.

Buck denies the allegations of Paragraph 56 for lack of sufficient information to justify a belief therein.

57.

Buck denies the allegations of Paragraph 57 for lack of sufficient information to justify a belief therein.

58.

Buck denies the allegations of Paragraph 58 for lack of sufficient information to justify a belief therein.

59.

Buck denies the allegations of Paragraph 59 for lack of sufficient information to justify a belief therein.

60.

Buck denies the allegations of Paragraph 60 for lack of sufficient information to justify a belief therein.

61.

Buck denies the allegations of Paragraph 61 for lack of sufficient information to justify a belief therein.

62.

Buck denies the allegations of Paragraph 62 for lack of sufficient information to justify a belief therein.

63.

Buck denies the allegations of Paragraph 63 for lack of sufficient information to justify a belief therein.

64.

Buck denies the allegations of Paragraph 64 for lack of sufficient information to justify a belief therein.

65.

Buck denies the allegations of Paragraph 65 for lack of sufficient information to justify a belief therein.

66.

Buck denies the allegations of Paragraph 66 for lack of sufficient information to justify a belief therein.

67.

Buck denies the allegations of Paragraph 67 for lack of sufficient information to justify a belief therein.

68.

Buck denies the allegations of Paragraph 68 for lack of sufficient information to justify a belief therein.

69.

Buck denies the allegations of Paragraph 69 for lack of sufficient information to justify a belief therein.

70.

Buck denies the allegations of Paragraph 70 for lack of sufficient information to justify a belief therein.

71.

Buck denies the allegations of Paragraph 71 for lack of sufficient information to justify a belief therein.

72.

Buck incorporates all prior exceptions, defenses, averments, and denials as if fully set forth herein.

73.

Buck denies the allegations of Paragraph 73 for lack of sufficient information to justify a belief therein.

74.

Buck denies the allegations of Paragraph 74 for lack of sufficient information to justify a belief therein.

75.

Buck denies the allegations of Paragraph 75 for lack of sufficient information to justify a belief therein.

76.

Buck denies the allegations of Paragraph 76 for lack of sufficient information to justify a belief therein.

77.

Buck denies the allegations of Paragraph 77 for lack of sufficient information to justify a belief therein.

78.

Buck denies the allegations of Paragraph 78 for lack of sufficient information to justify a belief therein.

79.

Buck denies the allegations of Paragraph 79 for lack of sufficient information to justify a belief therein.

80.

Buck denies the allegations of Paragraph 80 for lack of sufficient information to justify a belief therein.

81.

Buck incorporates all prior exceptions, defenses, averments, and denials as if fully set forth herein.

82.

Buck denies the allegations of Paragraph 82 for lack of sufficient information to justify a belief therein.

83.

Buck denies the allegations of Paragraph 83 for lack of sufficient information to justify a belief therein.

84.

Buck denies the allegations of Paragraph 84 for lack of sufficient information to justify a belief therein.

85.

Buck denies the allegations of Paragraph 85 for lack of sufficient information to justify a belief therein.

86.

Buck denies the allegations of Paragraph 86 for lack of sufficient information to justify a belief therein.

87.

Buck denies the allegations of Paragraph 87 for lack of sufficient information to justify a belief therein.

88.

Buck denies the allegations of Paragraph 88 for lack of sufficient information to justify a belief therein.

89.

Buck denies the allegations of Paragraph 89 for lack of sufficient information to justify a belief therein.

90.

Buck denies the allegations of Paragraph 90 for lack of sufficient information to justify a belief therein.

91.

Buck denies the allegations of Paragraph 91 for lack of sufficient information to justify a belief therein.

92.

Buck denies the allegations of Paragraph 92 for lack of sufficient information to justify a belief therein.

93.

Buck denies the allegations of Paragraph 93 for lack of sufficient information to justify a belief therein.

94.

Buck denies the allegations of Paragraph 94 for lack of sufficient information to justify a belief therein.

95.

Buck denies the allegations of Paragraph 95 for lack of sufficient information to justify a belief therein.

96.

Buck denies the allegations of Paragraph 96 for lack of sufficient information to justify a belief therein.

97.

Buck denies the allegations of Paragraph 97 for lack of sufficient information to justify a belief therein.

98.

Buck denies the allegations of Paragraph 98 for lack of sufficient information to justify a belief therein.

99.

Buck denies the allegations of Paragraph 99 for lack of sufficient information to justify a belief therein.

100.

Buck denies the allegations of Paragraph 100 for lack of sufficient information to justify a belief therein.

101.

Buck denies the allegations of Paragraph 101 for lack of sufficient information to justify a belief therein.

102.

Buck denies the allegations of Paragraph 102 for lack of sufficient information to justify a belief therein.

103.

Buck denies the allegations of Paragraph 103 for lack of sufficient information to justify a belief therein.

104.

Buck denies the allegations of Paragraph 104 for lack of sufficient information to justify a belief therein.

105.

Buck denies the allegations of Paragraph 105 for lack of sufficient information to justify a belief therein.

106.

Buck denies the allegations of Paragraph 106 for lack of sufficient information to justify a belief therein.

107.

Buck denies the allegations of Paragraph 107 for lack of sufficient information to justify a belief therein.

108.

Buck denies the allegations of Paragraph 108 for lack of sufficient information to justify a belief therein.

109.

Buck denies the allegations of Paragraph 109 for lack of sufficient information to justify a belief therein.

110.

Buck denies the allegations of Paragraph 110 for lack of sufficient information to justify a belief therein.

111.

Buck denies the allegations of Paragraph 111, except to admit that Buck possessed the expertise needed to provide the actuarial services that it provided to LAHC.

112.

Buck denies the allegations of Paragraph 112, except to admit that the writings referenced in Paragraph 112 are the best and only evidence of their terms. Buck denies the allegations of Paragraph 112 to the extent they are inconsistent with the terms of the referenced writings.

113.

Buck denies the allegations of Paragraph 113, except to admit that the writing referenced in Paragraph 113 is the best and only evidence of its content. Buck denies the allegations of Paragraph 113 to the extent they are inconsistent with the content of the referenced writing. Buck denies all other allegations of Paragraph 113, and further avers that all work performed by Buck for LAHC was accurate, reliable and compliant with the relevant actuarial standards of practice and care.

114.

Buck denies the allegations of Paragraph 114 in their entirety.

115.

Paragraph 115 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 115, except to admit that Buck complied fully with the relevant standard of care.

116.

Buck denies the allegations of Paragraph 116.

117.

Buck denies the allegations of Paragraph 117 as stated.

118.

Buck denies the allegations of Paragraph 118 as stated.

119.

Buck denies the allegations of Paragraph 119.

120.

Buck denies the allegations of Paragraph 120 as stated.

121.

Buck denies the allegations of Paragraph 121.

122.

Buck denies the allegations of Paragraph 122.

123.

Buck denies the allegations of Paragraph 123.

124.

Buck denies the allegations of Paragraph 124 as stated.

125.

Buck denies the allegations of Paragraph 125 as stated.

126.

Buck denies the allegations of Paragraph 126.

127.

Buck denies the allegations of Paragraph 127

128.

Buck denies the allegations of Paragraph 128.

129.

Buck denies the allegations of Paragraph 129 as stated.

130.

Buck denies the allegations of Paragraph 130.

131.

Buck denies the allegations of Paragraph 131.

132.

Buck denies the allegations of Paragraph 132.

133.

Buck denies the allegations of Paragraph 133 in their entirety.

134.

Buck denies the allegations of Paragraph 134 in their entirety.

135.

Buck incorporates all prior exceptions, defenses, averments, and denials as if fully set forth herein.

136.

Buck denies the allegations of Paragraph 136 for lack of sufficient information to justify a belief therein.

137.

Buck denies the allegations of Paragraph 137 for lack of sufficient information to justify a belief therein

138.

Buck denies the allegations of Paragraph 138 for lack of sufficient information to justify a belief therein.

139.

Buck denies the allegations of Paragraph 139 for lack of sufficient information to justify a belief therein.

140.

Buck denies the allegations of Paragraph 140 for lack of sufficient information to justify a belief therein.

141.

Buck denies the allegations of Paragraph 141, except to admit that Buck possessed the expertise to provide the actuarial services that it provided to LAHC.

142.

Buck denies the allegations of Paragraph 142.

143.

Buck denies the allegations of Paragraph 143 for lack of sufficient information to justify a belief therein.

144.

Buck denies the allegations of paragraph 144 in their entirety.

145.

Paragraph 145 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 145, except to admit that Buck at all times provided accurate and timely information to LAHC, in full compliance with the relevant standard of care.

146.

Buck denies the allegations of Paragraph 146 in their entirety, as those allegations relate to Buck. Buck denies the allegations of Paragraph 146 for lack of sufficient information to justify a belief therein, as those allegations relate to any other Defendant(s).

147.

Buck denies the allegations of Paragraph 147 in their entirety, as those allegations relate to Buck. Buck denies the allegations of Paragraph 147 for lack of sufficient information to justify a belief therein, as those allegations relate to any other Defendant(s).

148.

Paragraph 148 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 148.

149.

Paragraph 149 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 149.

150.

Paragraph 150 of Plaintiff's Second Amended Petition asserts only legal conclusions to which no response is required. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of Paragraph 150. Buck further avers that Plaintiff, through his contractual predecessor, contractually waived any right to trial by jury of his claims against Buck.

PRAYER FOR RELIEF

The Prayer for Relief in Plaintiff's Second Amended Petition requires no response from Buck. To the extent, however, that an answer is deemed necessary, Buck denies the allegations of the Prayer for Relief.

NOW THEREFORE, Defendant, Buck Consultants, LLC, prays that these exceptions, answers and affirmative defenses to Plaintiff's Second Amended Petition be deemed good and sufficient and that, after due proceedings herein, Plaintiff's Second Amended Petition and all prior petitions be dismissed, with prejudice, at Plaintiff's costs, and for such other, different, additional, and equitable relief to which Buck may be entitled.

Respectfully submitted,



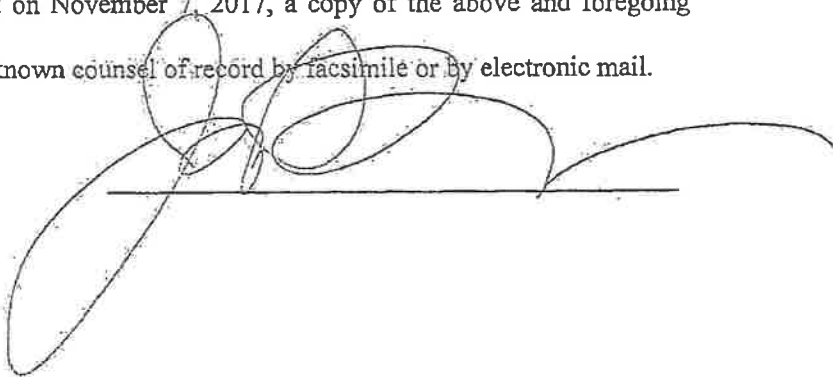
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jdrhymes@liskow.com

Attorneys for Buck Consultants, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 7, 2017, a copy of the above and foregoing pleading has been served upon all known counsel of record by facsimile or by electronic mail.



19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NO. 651,069

SECTION 22

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

VERSUS

TERRY S. SHILLING, et al

ANSWER TO SECOND SUPPLEMENTAL, AMENDING AND RESTATED PETITION
FOR DAMAGES AND REQUEST FOR TRIAL BY JURY

NOW INTO COURT, through undersigned counsel, comes Defendant, Group
Resources Incorporated ("GRI"), which responds to Plaintiff's Second Supplemental, Amending
and Restated Petition for Damages (the "Petition") as follows:

AFFIRMATIVE DEFENSES

GRI asserts the following Affirmative Defenses to the allegations in the Petition.

FIRST AFFIRMATIVE DEFENSE

The Petition and each and every alleged cause of action therein fail to state a
claim or cause of action against GRI.

SECOND AFFIRMATIVE DEFENSE

At all material times, GRI acted in accordance with the documents, agreements,
and understandings with respect to the relationship between it and Louisiana Health Cooperative
("LAHC").

THIRD AFFIRMATIVE DEFENSE

Plaintiff is estopped from making the claims asserted due to its own actions and
inactions and course and pattern of conduct over many years.

FOURTH AFFIRMATIVE DEFENSE

The claims asserted are barred by laches, waiver, unclean hands, ratification, and
any applicable period of prescription.



FIFTH AFFIRMATIVE DEFENSE

The company documents of each of the referenced companies and the contracts agreements, and understandings of the parties are the best evidence thereof.

SIXTH AFFIRMATIVE DEFENSE

GRI affirmatively pleads all conditions precedent, conditions subsequent, indemnities, and limitations set forth in its contracts and/or subcontracts relevant to these proceedings as a defense to Plaintiff's claims.

SEVENTH AFFIRMATIVE DEFENSE

Granting the relief sought herein would result in unjust enrichment.

EIGHTH AFFIRMATIVE DEFENSE

GRI affirmatively alleges that to the extent Plaintiff has settled or should settle hereafter for any of the alleged injuries and damages with any persons, whether parties or non-parties, GRI 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.

NINTH AFFIRMATIVE DEFENSE

GRI avers that the Plaintiff has not suffered compensable damage as a result of any alleged wrongdoing on the part of GRI or any of their agents or representatives. If Plaintiff suffered any damage, as alleged, such damage was caused in whole or in part by the action or inaction of persons or entities (whether parties or non-parties) for whom GRI is not responsible.

TENTH AFFIRMATIVE DEFENSE

Plaintiff lacks standing.

ELEVENTH AFFIRMATIVE DEFENSE

LAHC fraudulently induced GRI to enter into an Administrative Services Agreement with LAHC.

TWELFTH AFFIRMATIVE DEFENSE

LAHC failed to pay GRI \$56,832.74 for services performed from July 1, 2014 to December 31, 2015 and \$115,000 for the remainder of the last month GRI performed under the Administrative Services Agreement. GRI is entitled to a set-off as outlined herein against the amount owed to Plaintiff, if any.

THIRTEENTH AFFIRMATIVE DEFENSE

GRI 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.

ANSWER

1.

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

2.

The jurisdictional allegations contained in Paragraph 2 of the Petition are admitted. All other allegations contained therein are denied for lack of sufficient information to justify a belief therein.

3.

The jurisdictional allegations contained in Paragraph 3 of the Petition are denied, except to admit that GRI has transacted business and/or provided services in Louisiana.

4.

GRI admits that venue is proper in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

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.

Paragraph 9 of the Petition does not require a response from GRI. To the extent a response may be required, the allegations contained in Paragraph 9 of the Petition are denied.

10.

The allegations contained in Paragraph 10a-f of the Petition are denied for lack of sufficient information to justify a belief therein.

11.

The allegations contained in Paragraph 11a of the Petition are denied for lack of sufficient information to justify a belief therein. The allegations contained in Paragraph 11b are denied, except to admit that GRI is a foreign corporation domiciled in the State of Georgia, with its principal place of business in the State of Georgia. GRI admits that it contracted with and did work for Louisiana Health Cooperative, Inc. ("LAHC").

12.

The allegations contained in Paragraph 12a of the Petition are denied for lack of sufficient information to justify a belief therein.

13.

The allegations contained in Paragraph 13a and b of the Petition are denied for lack of sufficient information to justify a belief therein.

14.

The allegations contained in Paragraph 13b of the Petition are denied for lack of sufficient information to justify a belief therein.

15.

The allegations contained in Paragraph 14(a) through (e) of the Petition are denied for lack of sufficient information to justify a belief therein.

16.

The allegations contained in Paragraph 15(2) are denied. The allegations contained in Paragraphs 15(1), 15(3), 15(4), 15(5), 15(6) and 15(7) of the Petition are denied for lack of sufficient information to justify a belief therein.

17.

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

18.

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

19.

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

20.

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

21.

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

22.

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

23.

The allegations contained in Paragraph 22 of the Petition are denied for lack of sufficient information to justify a belief therein.

24.

The allegations contained in Paragraph 23 of the Petition are denied.

25.

The allegations contained in Paragraph 24 of the Petition are denied for lack of sufficient information to justify a belief therein.

26.

The allegations contained in Paragraph 25 of the Petition are admitted.

27.

The allegations contained in Paragraph 26 of the Petition call for a legal conclusion and are denied for lack of sufficient information to justify a belief therein.

28.

The allegations contained in Paragraph 27 of the Petition are admitted.

29.

The allegations contained in Paragraph 28 of the Petition are admitted.

30.

The allegations contained in Paragraph 29 of the Petition are denied.

31.

The allegations contained in Paragraph 30 of the Second Supplemental and Amending Petition are denied for lack of sufficient information to justify a belief therein.

32.

The allegations contained in Paragraph 31 of the Petition are denied for lack of sufficient information to justify a belief therein.

33.

The allegations contained in Paragraph 32 of the Petition are admitted.

34.

The allegations contained in Paragraph 33 of the Petition are admitted.

35.

The allegations contained in Paragraph 34 of the Petition are denied for lack of sufficient information to justify a belief therein.

36.

The allegations contained in Paragraph 35 of the Petition are admitted.

37.

The allegations contained in Paragraph 36 of the Petition are admitted.

38.

The allegations contained in Paragraph 37 of the Petition are denied for lack of sufficient information to justify a belief therein.

39.

The allegations contained in Paragraph 38 of the Petition are denied for lack of sufficient information to justify a belief therein.

40.

The allegations contained in Paragraph 39 of the Petition are denied for lack of sufficient information to justify a belief therein.

41.

The allegations contained in Paragraph 40 of the Petition are denied for lack of sufficient information to justify a belief therein.

42.

The allegations contained in Paragraph 41 of the Petition are denied for lack of sufficient information to justify a belief therein.

43.

The allegations contained in Paragraph 42 of the Petition are denied for lack of sufficient information to justify a belief therein.

44.

The allegations contained in Paragraph 43 of the Petition are denied for lack of sufficient information to justify a belief therein.

45.

The allegations contained in Paragraph 44 of the Petition are denied for lack of sufficient information to justify a belief therein.

46.

The allegations contained in Paragraph 45 of the Petition are denied for lack of sufficient information to justify a belief therein.

47.

The allegations contained in Paragraph 46 of the Petition are denied for lack of sufficient information to justify a belief therein.

48.

The allegations contained in Paragraph 47 of the Petition are denied for lack of sufficient information to justify a belief therein.

49.

The allegations contained in Paragraph 48 of the Petition are denied for lack of sufficient information to justify a belief therein.

50.

The allegations contained in Paragraph 49 of the Petition are denied for lack of sufficient information to justify a belief therein.

51.

The allegations contained in Paragraph 50 of the Petition are denied for lack of sufficient information to justify a belief therein.

52.

The allegations contained in Paragraph 51 of the Petition are denied for lack of sufficient information to justify a belief therein.

53.

The allegations contained in Paragraph 52 of the Petition are denied for lack of sufficient information to justify a belief therein.

54.

The allegations contained in Paragraph 53 of the Petition are denied for lack of sufficient information to justify a belief therein.

55.

The allegations contained in Paragraph 54 of the Petition are denied.

56.

The allegations contained in Paragraph 55 of the Petition are denied for lack of sufficient information to justify a belief therein.

57.

The allegations contained in Paragraph 56 of the Petition are denied for lack of sufficient information to justify a belief therein.

58.

The allegations contained in Paragraph 57 of the Petition are denied for lack of sufficient information to justify a belief therein.

59.

The allegations contained in Paragraph 58 of the Petition are denied for lack of sufficient information to justify a belief therein.

60.

The allegations contained in Paragraph 59 of the Petition are denied.

61.

The allegations contained in Paragraph 60 of the Petition are denied.

62.

The allegations contained in Paragraph 61 of the Petition are denied for lack of sufficient information to justify a belief therein.

63.

The allegations contained in Paragraph 62 of the Petition are denied for lack of sufficient information to justify a belief therein.

64.

The allegations contained in Paragraph 63 of the Petition are denied for lack of sufficient information to justify a belief therein.

65.

The allegations contained in Paragraph 64 of the Petition are denied for lack of sufficient information to justify a belief therein.

66.

The allegations contained in Paragraph 65 of the Petition are denied for lack of sufficient information to justify a belief therein.

67.

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

68.

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

69.

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

70.

The allegations contained in Paragraph 69 of the Petition are denied for lack of sufficient information to justify a belief therein.

71.

The allegations contained in Paragraph 70 of the Petition are denied for lack of sufficient information to justify a belief therein.

72.

The allegations contained in Paragraph 71 of the Petition are denied for lack of sufficient information to justify a belief therein.

73.

The allegations contained in Paragraph 72 of the Petition are denied for lack of sufficient information to justify a belief therein.

74.

The allegations contained in Paragraph 73 of the First Supplemental and Amending Petition are denied for lack of sufficient information to justify a belief therein.

75.

The allegations contained in Paragraph 74 of the Petition are denied for lack of sufficient information to justify a belief therein.

76.

The allegations contained in Paragraph 75 of the Petition are denied for lack of sufficient information to justify a belief therein.

77.

The allegations contained in Paragraph 76 of the Petition are denied for lack of sufficient information to justify a belief therein.

78.

The allegations contained in Paragraph 77 of the Petition are denied for lack of sufficient information to justify a belief therein.

79.

The allegations contained in Paragraph 78 of the Petition are denied for lack of sufficient information to justify a belief therein.

80.

The allegations contained in Paragraph 79 of the Petition are denied for lack of sufficient information to justify a belief therein.

81.

The allegations contained in Paragraph 80 of the Petition are denied for lack of sufficient information to justify a belief therein.

82.

The allegations contained in Paragraph 81 of the Petition are denied for lack of sufficient information to justify a belief therein.

83.

The allegations contained in Paragraph 82 of the Petition are denied for lack of sufficient information to justify a belief therein.

84.

The allegations contained in Paragraph 83 of the Petition are denied for lack of sufficient information to justify a belief therein.

85.

The allegations contained in Paragraph 84 of the Petition are denied for lack of sufficient information to justify a belief therein.

86.

The allegations contained in Paragraph 85 of the Petition are denied for lack of sufficient information to justify a belief therein.

87.

The allegations contained in Paragraph 86 of the Petition are denied for lack of sufficient information to justify a belief therein.

88.

The allegations contained in Paragraph 87 of the Petition are denied for lack of sufficient information to justify a belief therein.

89.

The allegations contained in Paragraph 88 of the Petition are denied for lack of sufficient information to justify a belief therein.

90.

The allegations contained in Paragraph 89 of the Petition are denied for lack of sufficient information to justify a belief therein.

91.

The allegations contained in Paragraph 90 of the Petition are denied for lack of sufficient information to justify a belief therein.

92.

The allegations contained in Paragraph 91 of the Petition are denied for lack of sufficient information to justify a belief therein.

93.

The allegations contained in Paragraph 92 of the Petition are denied for lack of sufficient information to justify a belief therein.

94.

The allegations contained in Paragraph 93 of the Petition are denied for lack of sufficient information to justify a belief therein.

95.

The allegations contained in Paragraph 94 of the Petition are denied for lack of sufficient information to justify a belief therein.

96.

The allegations contained in Paragraph 95 of the Petition are denied for lack of sufficient information to justify a belief therein.

97.

The allegations contained in Paragraph 96 of the Petition are denied for lack of sufficient information to justify a belief therein.

98.

The allegations contained in Paragraph 97 of the Petition are denied for lack of sufficient information to justify a belief therein.

99.

The allegations contained in Paragraph 98 of the Petition are denied for lack of sufficient information to justify a belief therein.

100.

The allegations contained in Paragraph 99 of the Petition are denied for lack of sufficient information to justify a belief therein.

101.

The allegations contained in Paragraph 100 of the Petition are denied for lack of sufficient information to justify a belief therein.

102.

The allegations contained in Paragraph 101 of the Petition are admitted.

103.

The allegations contained in Paragraph 102 of the Petition are admitted.

104.

The allegations contained in Paragraph 103 of the Petition are denied for lack of sufficient information to justify a belief therein.

105.

The allegations contained in Paragraph 104 of the Petition are denied for lack of sufficient information to justify a belief therein.

106.

The allegations contained in Paragraph 105 of the Petition are denied for lack of sufficient information to justify a belief therein.

107.

The allegations contained in Paragraph 106 of the Petition are denied for lack of sufficient information to justify a belief therein.

108.

The allegations contained in Paragraph 107 of the Petition are denied for lack of sufficient information to justify a belief therein.

109.

The allegations contained in Paragraph 108 of the Petition are denied for lack of sufficient information to justify a belief therein.

110.

The allegations contained in Paragraph 109 of the Petition are denied for lack of sufficient information to justify a belief therein.

111.

The allegations contained in Paragraph 110 of the Petition are denied for lack of sufficient information to justify a belief therein.

112.

The allegations contained in Paragraph 111 of the Petition are denied for lack of sufficient information to justify a belief therein.

113.

The allegations contained in Paragraph 112 of the Petition are denied for lack of sufficient information to justify a belief therein.

114.

The allegations contained in Paragraph 113 of the Petition are denied for lack of sufficient information to justify a belief therein.

115.

The allegations contained in Paragraph 114 of the Petition are denied for lack of sufficient information to justify a belief therein.

116.

The allegations contained in Paragraph 115 of the Petition are denied for lack of sufficient information to justify a belief therein.

117.

The allegations contained in Paragraph 116 of the Petition are denied for lack of sufficient information to justify a belief therein.

118.

The allegations contained in Paragraph 117 of the Petition are denied for lack of sufficient information to justify a belief therein.

119.

The allegations contained in Paragraph 118 of the Petition are denied for lack of sufficient information to justify a belief therein.

120.

The allegations contained in Paragraph 119 of the Petition are denied for lack of sufficient information to justify a belief therein.

121.

The allegations contained in Paragraph 120 of the Petition are denied for lack of sufficient information to justify a belief therein.

122.

The allegations contained in Paragraph 121 of the Petition are denied for lack of sufficient information to justify a belief therein.

123.

The allegations contained in Paragraph 122 of the Petition are denied for lack of sufficient information to justify a belief therein.

124.

The allegations contained in Paragraph 123 of the Petition are denied for lack of sufficient information to justify a belief therein.

125.

The allegations contained in Paragraph 124 of the Petition are denied for lack of sufficient information to justify a belief therein.

126.

The allegations contained in Paragraph 125 of the Petition are denied for lack of sufficient information to justify a belief therein.

127.

The allegations contained in Paragraph 126 of the Petition are denied for lack of sufficient information to justify a belief therein.

128.

The allegations contained in Paragraph 127 of the Petition are denied for lack of sufficient information to justify a belief therein.

129.

The allegations contained in Paragraph 128 of the Petition are denied for lack of sufficient information to justify a belief therein.

130.

The allegations contained in Paragraph 129 of the Petition are denied for lack of sufficient information to justify a belief therein.

131.

The allegations contained in Paragraph 130 of the Petition are denied for lack of sufficient information to justify a belief therein.

132.

The allegations contained in Paragraph 131 of the Petition are denied for lack of sufficient information to justify a belief therein.

133.

The allegations contained in Paragraph 132 of the Petition are denied for lack of sufficient information to justify a belief therein.

134.

The allegations contained in Paragraph 133 of the Petition are denied for lack of sufficient information to justify a belief therein.

135.

The allegations contained in Paragraph 134 of the Petition are denied for lack of sufficient information to justify a belief therein.

136.

The allegations contained in Paragraph 135 of the Petition are denied for lack of sufficient information to justify a belief therein.

137.

The allegations contained in Paragraph 136 of the Petition are denied for lack of sufficient information to justify a belief therein.

138.

The allegations contained in Paragraph 137 of the Petition are denied for lack of sufficient information to justify a belief therein.

139.

The allegations contained in Paragraph 138 of the Petition are denied for lack of sufficient information to justify a belief therein.

140.

The allegations contained in Paragraph 139 of the Petition are denied for lack of sufficient information to justify a belief therein.

141.

The allegations contained in Paragraph 140 of the Petition are denied for lack of sufficient information to justify a belief therein.

142.

The allegations contained in Paragraph 141 of the Petition are denied for lack of sufficient information to justify a belief therein.

143.

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

144.

The allegations contained in Paragraph 143 of the Petition are denied for lack of sufficient information to justify a belief therein.

145.

The allegations contained in Paragraph 144 of the Petition are denied for lack of sufficient information to justify a belief therein.

146.

The allegations contained in Paragraph 145 of the Petition are denied for lack of sufficient information to justify a belief therein.

147.

The allegations contained in Paragraph 146 of the Petition are denied.

148.

The allegations contained in Paragraph 147 of the Petition are denied.

149.

The allegations contained in Paragraph 148 of the Petition are denied.

150.

The allegations contained in Paragraph 149 of the Petition are denied.

151.

The allegations contained in Paragraph 150 of the Petition do not require a response.

152.

GRI is entitled to and hereby requests trial by jury as to all issues.

153.

All prayers contained in the Petition are denied.

WHEREFORE, Defendant, Group Resources Incorporated, prays that this Answer be deemed good and sufficient and that after the lapse of all legal delays and due proceedings 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.

Group Resources Incorporated further prays for trial by jury on all issues, and for such other and further relief as the Court may just and equitable under the circumstances.

By Attorneys:



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing pleading has been served upon all counsel of record by placing same in the United States Mail, postage prepaid and properly addressed, this 14 day of December, 2017.



W. BRETT MASON