

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

**JURY TRIAL DEMANDED**

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

**AFFIRMATIVE DEFENSES AND ANSWER OF BUCK GLOBAL, LLC TO  
FIFTH SUPPLEMENTAL, AMENDING AND RESTATED PETITION FOR DAMAGES  
AND REQUEST FOR JURY TRIAL**

NOW INTO COURT, through undersigned counsel, comes Defendant, Buck Global, LLC, f/k/a Buck Consultants, LLC (hereinafter “Buck”), who asserts the following Affirmative Defenses and Answer to the Fifth Supplemental, Amending and Restated Petition for Damages and Request for Jury Trial (hereinafter “Fifth Amended Petition”) filed by Plaintiff, James J. Donelon, Commissioner of Insurance for the State of Louisiana, in his Capacity as Rehabilitator of Louisiana Health Cooperative, Inc. (the “Plaintiff”) as follows:

**AFFIRMATIVE DEFENSES**

**FIRST DEFENSE**

All of Plaintiff’s claims against Buck arise out of and are subject to the terms of a written Engagement Agreement (the “Engagement Agreement”) between Buck and Louisiana Health Cooperative, Inc. (“LAHC”). 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 Fifth Amended Petition fails to state a cause of action against Buck.

**THIRD DEFENSE**

Plaintiff’s Fifth 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, statute of limitations and/or laches as a matter of law.

#### **FIFTH 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. Plaintiff's claims are also barred for failure of consideration due to LAHC's failure to pay the fees owed to Buck for services rendered.

#### **SIXTH DEFENSE**

Plaintiff's damages, if any, were caused or contributed to by the negligence, gross negligence, wrongdoing, want of care and fault or comparative fault of Plaintiff, as Rehabilitator, and/or Billy Bostick, as the Receiver (the "Receiver"), and their employees, agents, attorneys, and contractors, and/or by the negligence, gross negligence, wrongdoing, want of care and fault or comparative fault LAHC and its officers, managers, directors, owners, employees, agents, third party administrators, consultants, and other contractors, and of other third parties for whom Buck is not responsible and over whom Buck had no control.<sup>1</sup>

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<sup>1</sup> By Order signed on January 12, 2021, the Court, over Buck's opposition, struck the portion of Buck's Fifth Defense that was predicated upon pre-receivership regulatory conduct of the Commissioner of Insurance acting in his regulatory capacity. So as to avoid non-compliance with the Court's Order, Buck has not asserted pre-receivership regulatory conduct of the Commissioner of Insurance in its instant Sixth Defense to Plaintiff's Fifth Amended Petition. However, Buck fully reserves all rights to discover, assert and present evidence of pre-receivership regulatory conduct to show that Buck was not negligent and did not cause Plaintiff's damages, and as it otherwise pertains to issues of liability and other issues upon which Plaintiff bears the burden of proof. Buck further reserves all rights to seek reversal on appeal of any adverse final judgment in this case based upon legal error in entry of the 1/12/21 Order, and to assert such facts and issues upon a retrial of the case in the event of reversal on appeal. Buck further contends that application of La. R.S. R.S. 22:2043.1 to prohibit Buck from asserting such issues in this case deprives it of fundamental rights to substantive and procedural due process and equal protection of law, in violation of the U.S. Constitution and applicable state Constitutions.

### **SEVENTH DEFENSE**

Plaintiff's damages, if any, were caused by the misconduct and negligence of the Plaintiff, as Rehabilitator, the Receiver, and their employees and agents.<sup>2</sup>

### **EIGHTH DEFENSE**

Plaintiff's claims are barred by the doctrines of estoppel, waiver, ratification, and acquiescence by virtue of the conduct, acts, and omissions of Plaintiff, as Rehabilitator, the Receiver, and their employees and agents.<sup>3</sup>

### **NINTH DEFENSE**

Plaintiff and the Receiver have failed to mitigate the damages that were incurred, if any. Furthermore, the Plaintiff and the Receiver, and their employees, agents, and contractors, committed acts of negligence and misconduct in the rehabilitation and/or liquidation of LAHC, that may be discovered and presented at trial.<sup>4</sup>

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<sup>2</sup> By Order signed on January 12, 2021, the Court, over Buck's opposition, struck the portion of Buck's Sixth Defense that was predicated upon pre-receivership regulatory conduct of the Commissioner of Insurance acting in his regulatory capacity. So as to avoid non-compliance with the Court's Order, Buck has not asserted pre-receivership regulatory conduct of the Commissioner of Insurance in its instant Seventh Defense to Plaintiff's Fifth Amended Petition. However, Buck fully reserves all rights to discover, assert and present evidence of pre-receivership regulatory conduct to show that Buck was not negligent and did not cause the losses complained of, and as it otherwise pertains to issues of liability and other issues upon which Plaintiff bears the burden of proof. Buck further reserves all rights to seek reversal on appeal of any adverse final judgment in this case based upon legal error in entry of the 1/12/21 Order, and to assert such facts and issues upon a retrial of the case in the event of reversal on appeal. Buck further contends that application of R.S. 22:2043.1 to prohibit Buck from asserting such issues in this case deprives it of fundamental rights to substantive and procedural due process and equal protection of law, in violation of the U.S. Constitution and applicable state Constitutions.

<sup>3</sup> By Order signed on January 12, 2021, the Court, over Buck's opposition, struck the entirety of Buck's Seventh Defense, which previously read: "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." So as to avoid non-compliance with the Court's Order, Buck has not included the quoted sentences in its instant Eighth Defense to Plaintiff's Fifth Amended Petition. However, Buck fully reserves all rights to discover, assert and present evidence of pre-receivership actions of the Commissioner and his employees and agents, including their contemporaneous review and approval of Buck's actuarial work, to show that Buck was not negligent and did not cause the losses complained of, and on other issues upon which Plaintiff bears the burden of proof. Buck also reserves all rights to seek reversal on appeal of any adverse final judgment in this case based upon legal error in entry of the 1/12/21 Order, and to assert such facts and issues upon a retrial of the case in the event of reversal on appeal. Buck further contends that application of La. R.S. R.S. 22:2043.1 to prohibit Buck from asserting such issues in this case deprives it of fundamental rights to substantive and procedural due process and equal protection of law, in violation of the U.S. Constitution and applicable state Constitutions.

<sup>4</sup> By Order signed on January 12, 2021, the Court, over Buck's opposition, struck the portion of Buck's Eighth Defense that was predicated upon pre-receivership regulatory conduct of the Commissioner of Insurance acting in his regulatory capacity. So as to avoid non-compliance with the Court's Order, Buck has not asserted pre-receivership regulatory conduct of the Commissioner of Insurance in its instant Ninth Defense to Plaintiff's Fifth Amended Petition. However, Buck fully reserves all rights to discover, assert and present evidence of pre-receivership regulatory conduct to show that Buck was not negligent and did not cause the losses complained of, and as otherwise pertains to liability and other issues upon which Plaintiff bears the burden of proof. Buck further reserves all rights to seek reversal on appeal of any adverse final judgment in this case based upon legal error in entry of the 1/12/21 Order, and to assert such facts and issues upon a retrial of the case in the event of reversal on appeal. Buck further contends that

#### **TENTH DEFENSE**

The negligence, wrongdoing and fault of LAHC and its officers, managers, directors, owners, employees, agents, third party administrators, consultants, and other contractors are imputed to Plaintiff and bar the claims presented.

#### **ELEVENTH DEFENSE**

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

#### **TWELFTH DEFENSE**

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

#### **THIRTEENTH 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.

#### **FOURTEENTH DEFENSE**

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

#### **FIFTEENTH DEFENSE**

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

#### **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**

Pursuant to the terms of the Engagement Agreement, Plaintiff's claims against Buck are subject to and governed exclusively by New York law.

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application of La. R.S. R.S. 22:2043.1 to prohibit Buck from asserting such issues in this case deprives it of fundamental rights to substantive and procedural due process and equal protection of law, in violation of the U.S. Constitution and applicable state Constitutions.

### **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, including but not limited to claims for the supposed “deepening insolvency” of LAHC.

### **TWENTIETH DEFENSE**

On April 1, 2021, at the same time that Plaintiff filed his Fifth Amended Petition, he filed a motion for partial summary judgment, asserting the provisions of La. R.S. 22:2043.1 as grounds to dismiss and/or strike Buck’s affirmative defenses that raise the contributing and comparative fault of the officers, managers, directors, owners, employees, and agents of LAHC. Plaintiff has waived the provisions of La. R.S. 22:2043.1 by filing the instant suit originally naming officers, managers, directors, owners, employees, and agents of LAHC as defendants, placing their fault directly at issue and judicially admitting that they caused the losses that Plaintiff seeks to recover from Buck. Therefore, the provisions of La. R.S. 22:2043.1 should not be applied to Buck in this case.

### **TWENTY-FIRST DEFENSE**

Alternatively, if La. R.S. 22:2043.1, either as written and/or as applied, should be deemed to prohibit Buck from asserting and presenting to the trier of fact and apportioning the contributing and comparative fault of the officers, managers, directors, owners, employees, and agents of LAHC, when Plaintiff has already placed their fault at issue and judicially admitted that they caused the losses complained of, and the evidence proves those facts, such application would expose Buck to liability for losses that it did not cause. La. R.S. 22:2043.1, as written and/or as applied to Buck in that manner, deprives it of fundamental rights of substantive and procedural due process and equal protection of the law, in violation of the U.S. Constitution and applicable state Constitutions.

### **TWENTY-SECOND DEFENSE**

Plaintiff’s recent settlements with officers, managers, directors, owners, employees, and agents of LAHC, and their insurers, has deprived Buck of the ability to seek contribution and/or indemnification from them due to application of “settlement bar” principles dictated by law. In these circumstances, if La. R.S. 22:2043.1, as written and/or as applied, is deemed to prevent Buck from asserting and presenting to the trier of fact, and apportioning the comparative and

contributing fault of those responsible parties, notwithstanding Plaintiff's previous judicial admissions and overwhelming evidence that they caused the losses complained of, Buck would be exposed to liability for losses that it did not cause – with no corresponding right to seek recovery from the persons and entities that actually caused the losses. Therefore, La. R.S. 22:2043.1, as written and/or as applied to Buck in this manner, deprives it of its fundamental rights to substantive and procedural due process and equal protection of law, in violation of the U.S. Constitution and applicable state Constitutions.

#### **TWENTY-THIRD DEFENSE**

Application of La. R.S. 22:2043.1 in a manner to prevent Buck from discovering, asserting and presenting evidence that it was not negligent and did not cause the losses complained of, including but not limited to Lewis and Ellis Inc.'s contemporaneous review and evaluation of Buck's actuarial rate projections, likewise deprives Buck of fundamental rights to substantive and procedural due process and equal protection of the law, in violation of the U.S. Constitution and applicable state Constitutions. Similarly, application of La. R.S. 22:2043.1 to prevent Buck from discovering, asserting and/or presenting other evidence rebutting or disproving the elements of Plaintiff's claims against Buck and/or going to other issues on which Plaintiff bears the burden of proof, likewise deprives Buck of fundamental rights of substantive and procedural due process and equal protection of the law, in violation of the U.S. Constitution and applicable state Constitutions.

#### **TWENTY-FOURTH DEFENSE**

In the Engagement Agreement, LAHC expressly agreed that Buck did not undertake any fiduciary duties or obligations to LAHC and acted solely as an arm's length independent contractor and not as an agent or fiduciary. The Engagement Agreement thereby waives, disclaims, bars and renders legally invalid any claim for breach of fiduciary duty or agency duty against Buck.

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

**1.**

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

**2.**

Paragraph 2 of Plaintiff's Fifth 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 Fifth 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 Fifth 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 Fifth 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(a) for lack of sufficient information to justify a belief therein. Buck denies the allegations of Paragraph 11(b), except to admit that Buck is an LLC having its principal place of business in New York, that provided actuarial services to LAHC at particular times under the name Buck Consultants, LLC.

**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 as stated for lack of sufficient information to justify a belief therein.

**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.

**16.**

Buck denies the allegations of Paragraph 16.

**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 for lack of sufficient information to justify a belief therein.

**19.**

Buck denies the allegations of Paragraph 19.

**20.**

Buck denies the allegations of Paragraph 20.



**21.**

For answer to Paragraph 21, Buck repeats and realleges each and every defense, averment and denial set forth in the foregoing paragraphs as if fully set forth herein.

**22.**

Buck denies the allegations of Paragraph 22 for lack of sufficient information to justify a belief therein.

**23.**

Buck denies the allegations of Paragraph 23 for lack of sufficient information to justify a belief therein.

**24.**

Buck denies the allegations of Paragraph 24 for lack of sufficient information to justify a belief therein.

**25.**

Buck denies the allegations of Paragraph 25 for lack of sufficient information to justify a belief therein.

**26.**

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.**

For answer to Paragraph 29, Buck repeats and realleges each and every defense, averment and denial set forth in the foregoing paragraphs as if fully set forth herein.

**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.**

For answer to Paragraph 38, Buck repeats and realleges each and every defense, averment and denial set forth in the foregoing paragraphs as if fully set forth herein.

**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 denies the allegations of Paragraph 42 for lack of sufficient information to justify a belief therein.

**43.**

Buck denies the allegations of Paragraph 43.

**44.**

Buck denies the allegations of Paragraph 44.

**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.

**50.**

Buck denies the allegations of Paragraph 50.

**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.

**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.

**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.

**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 denies the allegations of Paragraph 72 for lack of sufficient information to justify a belief therein.

**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, except to admit that Buck possessed the expertise needed to provide the actuarial services that it provided to LAHC.

**76.**

Buck denies the allegations of Paragraph 76, except to admit that the writings referenced in Paragraph 76 are the best and only evidence of their terms. Buck denies the allegations of Paragraph 76 to the extent they are incomplete, out of context, and inconsistent with the terms of the referenced writings.

**77.**

Buck denies the allegations of Paragraph 77, except to admit that the writing referenced in Paragraph 77 is the best and only evidence of its content. Buck denies the allegations of Paragraph 77 to the extent they are incomplete, out of context, and inconsistent with the content of the referenced writing. Buck denies all other allegations of Paragraph 77, and further avers that all work performed by Buck for LAHC was compliant with the relevant actuarial standards of practice and care.

**78.**

Buck denies the allegations of Paragraph 78 in their entirety.

**79.**

Paragraph 79 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 79, except to admit that Buck complied fully with the relevant standards of actuarial practice and all legal obligations.

**80.**

Buck denies the allegations of Paragraph 80, except to admit that LAHC's claims experience was not statistically credible.

**81.**

Buck denies the allegations of Paragraph 81 as stated.

**82.**

Buck denies the allegations of Paragraph 82 as stated.

**83.**

Buck denies the allegations of Paragraph 83.

**84.**

Buck admits that Paragraph 84 has selectively quoted from ASOP No. 25 but avers that such quotes are incomplete, mischaracterized, and taken out of context.

**85.**

Buck denies the allegations of Paragraph 85.

**86.**

Buck denies the allegations of Paragraph 86.

**87.**

Buck denies the allegations of Paragraph 87.

**88.**

Buck denies the allegations of Paragraph 88.

**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.

**91.**

Buck denies the allegations of Paragraph 91.

**92.**

Buck denies the allegations of Paragraph 92.

**93.**

Buck denies the allegations of Paragraph 93.

**94.**

Buck denies the allegations of Paragraph 94.

**95.**

Buck admits that Paragraph 95 has selectively quoted from ASOP No. 23 but avers that such quotes are incomplete, mischaracterized, and taken out of context. Buck denies all other allegations of Paragraph 95.

**96.**

Buck denies the allegations of Paragraph 96.

**97.**

Buck denies the allegations of Paragraph 97 in their entirety.

**98.**

Buck denies the allegations of Paragraph 98 in their entirety.

**99.**

Buck denies the allegations of Paragraph 99 in their entirety.

**100.**

For answer to Paragraph 100, Buck repeats and realleges each and every defense, averment and denial set forth in the foregoing paragraphs as if fully set forth herein.

**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, except to admit that Buck possessed the expertise to provide the actuarial services that it provided to LAHC.

**108.**

Buck denies the allegations of Paragraph 108.



**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 in their entirety.

**111.**

Paragraph 111 asserts legal conclusions to which no response is required. To the extent, if any, an answer is deemed necessary, Buck denies the allegations of Paragraph 111, except to admit that Buck's professional services rendered to LAHC complied with all applicable actuarial standards of practice.

**112.**

Buck denies the allegations of Paragraph 112 in their entirety.

**113.**

For answer to Paragraph 113, Buck repeats and realleges each and every defense, averment and denial set forth in the foregoing paragraphs as if fully set forth herein.

**114.**

Buck denies the allegations of Paragraph 114 for lack of sufficient information to justify a belief therein.

**115.**

Buck denies the allegations of Paragraph 115 for lack of sufficient information to justify a belief therein.

**116.**

Buck denies the allegations of Paragraph 116 for lack of sufficient information to justify a belief therein.

**117.**

Buck denies the allegations of Paragraph 117 for lack of sufficient information to justify a belief therein.

**118.**

Buck denies the allegations of Paragraph 118 for lack of sufficient information to justify a belief therein.

**119.**

For answer to Paragraph 119, Buck repeats and realleges each and every defense, averment and denial set forth in the foregoing paragraphs as if fully set forth herein.

**120.**

Buck denies the allegations of Paragraph 120 for lack of sufficient information to justify a belief therein.

**121.**

Buck denies the allegations of Paragraph 121 for lack of sufficient information to justify a belief therein.

**122.**

Buck denies the allegations of Paragraph 122 for lack of sufficient information to justify a belief therein.

**123.**

Buck denies the allegations of Paragraph 123 for lack of sufficient information to justify a belief therein.

**124.**

Buck denies the allegations of Paragraph 124 for lack of sufficient information to justify a belief therein.

**125.**

Buck denies the allegations of Paragraph 125 for lack of sufficient information to justify a belief therein.

**126.**

Buck denies the allegations of Paragraph 126 for lack of sufficient information to justify a belief therein.

**127.**

Buck denies the allegations of Paragraph 127 for lack of sufficient information to justify a belief therein.

**128.**

For answer to Paragraph 128, Buck repeats and realleges each and every defense, averment and denial set forth in the foregoing paragraphs as if fully set forth herein.

**129.**

Paragraph 129 states legal conclusions to which no answer is required. To the extent, if any, an answer is deemed necessary, Buck denies the allegations of Paragraph 129.

**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 for lack of sufficient information to justify a belief therein.

**134.**

Buck denies all allegations of Paragraph 134 insofar as they pertain to Buck or to any alleged act or omission of Buck, and denies them for lack of sufficient information to justify a belief therein insofar as they pertain to other present and/or former defendants.

**135.**

Buck denies all allegations of Paragraph 135 insofar as they pertain Buck or to any alleged act or omission of Buck, and denies them for lack of sufficient information to justify a belief therein insofar as they pertain to other present and/or former defendants.

**136.**

Buck denies all allegations of Paragraph 136 insofar as they pertain Buck or to any alleged act or omission of Buck, and denies them for lack of sufficient information to justify a belief therein insofar as they pertain to other present and/or former defendants.

**137.**

Buck denies all allegations of Paragraph 137 insofar as they pertain Buck or to any alleged act or omission of Buck, and denies them for lack of sufficient information to justify a belief therein insofar as they pertain to other present and/or former defendants.

**138.**

Paragraph 138 states legal conclusions to which no answer is required. To the extent, if any, an answer is deemed necessary, Buck denies the allegations of Paragraph 138.

**139.**

Paragraph 139 states legal conclusions to which no answer is required. To the extent, if any, an answer is deemed necessary, Buck denies the allegations of Paragraph 139.

**140.**

Paragraph 140 requires no response from Buck.

The Prayer for Relief in Plaintiff's Fifth 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.

**JURY DEMAND**

Buck is entitled to and demands trial by jury on all issues triable by jury.

NOW THEREFORE, Defendant, Buck Global, LLC, prays that these Affirmative Defenses and this Answer to Plaintiff's Fifth Amended Petition be deemed good and sufficient and that, after due proceedings herein, Plaintiff's Fifth Amended Petition be dismissed, with prejudice, at Plaintiff's cost and expense, and for such other, different, additional, and equitable relief, including summary and declaratory relief, to which Buck may be entitled.

Respectfully submitted,

/s/ James A. Brown

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***Attorneys for Buck Global, LLC, f/k/a Buck Consultants, LLC***

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 16, 2021, a copy of the above and foregoing pleading has been served upon all counsel of record by facsimile or by electronic mail.

/s/JamesA.Brown

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**SHERIFF PLEASE SERVE:**

The Honorable Jeff Landry  
Attorney General for the State of Louisiana  
Livingston Building  
1885 N. Third Street  
Baton Rouge, LA 70802