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9 *Attorneys for Defendants*

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF WASHINGTON
12 AT YAKIMA

12 CYNTHIA HARVEY, individually
13 and on behalf of all others similarly
14 situated,

No. 2:18-CV-00012-SMJ

**DEFENDANTS' ANSWER TO
THIRD AMENDED
COMPLAINT**

14 Plaintiff,

15 v.

16 CENTENE MANAGEMENT
17 COMPANY, LLC and
18 COORDINATED CARE
19 CORPORATION,

Defendants.

DEFENDANTS' ANSWER TO THIRD AMENDED
COMPLAINT - 1
No. 2:18-CV-00012-SMJ

STOEL RIVES LLP
ATTORNEYS
600 University Street, Suite 3600, Seattle, WA 98101
Telephone 206.624.0900

1 Defendants Centene Management Company, LLC (“CMC”) and
2 Coordinated Care Corporation (“Coordinated Care”) (collectively “Defendants”),
3 by undersigned counsel, hereby submit their Answer to Plaintiff’s Third Amended
4 Complaint (“Complaint”) in this action.

5 In response to the specific, numbered paragraphs of the Complaint,
6 Defendants respond as follows:

7 1. Defendants admit that Ms. Harvey bought an Ambetter health
8 insurance policy from Coordinated Care, which policy went into effect on January
9 1, 2017. Defendants lack knowledge or information sufficient to form a belief as
10 to the truth of the remaining allegations in Paragraph 1 of the Complaint and
11 therefore deny them.

12 2. Defendants admit that CMC is a limited liability company organized
13 under Wisconsin law with its principal place of business in Missouri, and that it is
14 a wholly owned subsidiary of Centene Corporation. Defendants deny the
15 remaining allegations in Paragraph 2 of the Complaint.

16 3. Defendants admit that Coordinated Care is a corporation organized
17 under Indiana law; it is licensed to sell health insurance in the State of Washington;
18 and it is a wholly owned subsidiary of Centene Corporation. Defendants deny the
19

1 remaining allegations in Paragraph 3 of the Complaint, except as to the last
2 sentence; the website referenced in the last sentence speaks for itself.

3 4. Paragraph 4 of the Complaint states a legal conclusion as to which no
4 response is required. To the extent a response is required, Defendants admit that
5 the United States District Court for the Eastern District of Washington has subject
6 matter jurisdiction over this matter.

7 5. Paragraph 5 of the Complaint states a legal conclusion as to which no
8 response is required. To the extent a response is required, Defendants admit that
9 venue is proper in this judicial district.

10 6. Paragraph 6 of the Complaint states a legal conclusion as to which no
11 response is required. To the extent a response is required, Defendants deny that
12 the requested relief is available in this case.

13 7. In response to Paragraph 7 of the Complaint, Defendants state that
14 Centene Corporation's financial statements speak for themselves.

15 8. Defendants deny the allegations in Paragraph 8 of the Complaint.

16 9. Defendants deny the allegations in Paragraph 9 of the Complaint.

17 10. Defendants deny the allegations in Paragraph 10 of the Complaint.

18 11. Defendants deny the allegations in Paragraph 11 of the Complaint.

19 12. Defendants deny the allegations in Paragraph 12 of the Complaint.

1 13. Defendants deny the allegations in Paragraph 13 of the Complaint.

2 14. Defendants deny the allegations in Paragraph 14 of the Complaint.

3 15. Defendants deny the allegations in the first sentence of Paragraph 15
4 of the Complaint, and state that they lack knowledge or information sufficient to
5 form a belief as to the truth of the allegations in the second sentence of Paragraph
6 15 of the Complaint and therefore deny those allegations.

7 16. In response to Paragraph 16 of the Complaint, Defendants state that
8 consent order speaks for itself.

9 17. In response to Paragraph 17 of the Complaint, Defendants state that
10 consent order speaks for itself.

11 18. In response to Paragraph 18 of the Complaint, Defendants state that
12 consent order speaks for itself.

13 19. In response to Paragraph 19 of the Complaint, Defendants state that
14 the press release speaks for itself.

15 20. In response to Paragraph 20 of the Complaint, Defendants state that
16 letter speaks for itself.

17 21. In response to Paragraph 21 of the Complaint, Defendants state that
18 the uncited materials referenced speak for themselves.

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1 22. Defendants deny the allegations in Paragraph 22 of the Complaint,
2 except that Defendants admit that the government pays certain subsidies to
3 insurers.

4 23. Defendants deny the allegations in Paragraph 23 of the Complaint.

5 24. Defendants deny the allegations in Paragraph 24 of the Complaint.

6 25. In response to Paragraph 25 of the Complaint, Defendants state that
7 the website referenced speaks for itself.

8 26. In response to Paragraph 26 of the Complaint, Defendants state that
9 the website referenced speaks for itself.

10 27. Defendants deny the allegations in Paragraph 27, except that
11 Defendants state that the websites referenced speak for themselves.

12 28. In response to Paragraph 28 of the Complaint, Defendants state that
13 the website referenced speaks for itself.

14 29. In response to Paragraph 29 of the Complaint, Defendants state that
15 the statutes, regulations and websites referenced speaks for themselves.

16 30. In response to Paragraph 30 of the Complaint, Defendants state that
17 the statute referenced in the first sentences speaks for itself, and the definitions
18 referenced in the second and third sentences do not require a response.

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1 31. In response to Paragraph 31 of the Complaint, Defendants state that
2 the statute referenced speaks for itself.

3 32. In response to Paragraph 32 of the Complaint, Defendants state that
4 the statute referenced speaks for itself.

5 33. In response to Paragraph 33 of the Complaint, Defendants state that
6 the statutes and regulations referenced speak for themselves.

7 34. In response to Paragraph 34 of the Complaint, Defendants state that
8 the regulation referenced speaks for itself.

9 35. In response to Paragraph 35 of the Complaint, Defendants state that
10 the ACA speaks for itself.

11 36. Paragraph 36 of the Complaint states a legal conclusion as to which
12 no response is required. To the extent a response is required, Defendants admit
13 that certain states have laws prohibiting deceptive marketing.

14 37. In response to Paragraph 37 of the Complaint, Defendants state that
15 the regulations referenced speak for themselves.

16 38. In response to Paragraph 38 of the Complaint, Defendants state that
17 the regulation referenced speaks for itself.

18 39. In response to Paragraph 39 of the Complaint, Defendants state that
19 the regulations referenced speak for themselves.

1 40. In response to Paragraph 40 of the Complaint, Defendants state that
2 the statues and regulation referenced speak for themselves.

3 41. In response to Paragraph 41 of the Complaint, Defendants state that
4 the statutes referenced speak for themselves.

5 42. In response to Paragraph 42 of the Complaint, Defendants state that
6 the website referenced speaks for itself.

7 43. In response to Paragraph 43 of the Complaint, Defendants state that
8 the materials referenced speak for themselves.

9 44. In response to Paragraph 44 of the Complaint, Defendants state that
10 the materials referenced speak for themselves.

11 45. In response to Paragraph 45 of the Complaint, Defendants state that
12 the website referenced speaks for itself.

13 46. In response to Paragraph 46 of the Complaint, Defendants state that
14 the website referenced speaks for itself.

15 47. Defendants deny the allegations in Paragraph 47 of the Complaint.

16 48. Defendants deny the allegations in Paragraph 48 of the Complaint.

17 49. In response to Paragraph 49 of the Complaint, Defendants state that
18 the materials referenced speak for themselves.

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1 50. In response to Paragraph 50 of the Complaint, Defendants state that
2 the materials referenced speak for themselves.

3 51. Defendants deny the allegations in the first sentence of Paragraph 51
4 of the Complaint, and state that the allegations in the unnamed lawsuit referenced
5 in the second sentence of Paragraph 51 of the Complaint speak for themselves.

6 52. Defendants deny the allegations in Paragraph 52 of the Complaint.

7 53. Defendants lack knowledge or information sufficient to form a belief
8 as to the truth of the allegations in Paragraph 53 of the Complaint, and therefore
9 deny them.

10 54. In response to Paragraph 54 of the Complaint, Defendants state that
11 the materials referenced speak for themselves. Defendants deny the allegations in
12 the last sentence of Paragraph 54. To the extent that other allegations in Paragraph
13 54 need to be addressed, they are denied.

14 55. Defendants deny the allegations in the first sentence of Paragraph 55.
15 Defendants state that the medical records and coverage materials referenced in the
16 remaining sentences of Paragraph 55 speak for themselves.

17 56. In response to Paragraph 56 of the Complaint, Defendants state that
18 the medical records and appeal materials referenced speak for themselves.
19 Defendants deny the remaining allegations in Paragraph 56.

1 57. Defendants deny the allegations in Paragraph 57 of the Complaint and
2 submit that the allegations regarding Superior Health are irrelevant to this action
3 and should be stricken.

4 58. Defendants lack knowledge or information sufficient to form a belief
5 as to the truth of the allegations in Paragraph 58 of the Complaint, and therefore
6 deny them.

7 59. Paragraph 59 of the Complaint contains class allegations as to which
8 no response is required. To the extent a response is required, Defendants deny that
9 certification of a class is appropriate in this matter and deny the remaining
10 allegations in Paragraph 59 of the Complaint.

11 60. Paragraph 60 of the Complaint contains class allegations as to which
12 no response is required. To the extent a response is required, Defendants deny that
13 certification of a class is appropriate in this matter and deny the remaining
14 allegations in Paragraph 60 of the Complaint.

15 61. Paragraph 61 of the Complaint contains class allegations as to which
16 no response is required. To the extent a response is required, Defendants deny that
17 certification of a class is appropriate in this matter and deny the remaining
18 allegations in Paragraph 61 of the Complaint.

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1 62. Paragraph 62 of the Complaint contains class allegations as to which
2 no response is required. To the extent a response is required, Defendants deny that
3 certification of a class is appropriate in this matter and deny the remaining
4 allegations in Paragraph 62 of the Complaint.

5 63. Paragraph 63 of the Complaint contains class allegations as to which
6 no response is required. To the extent a response is required, Defendants deny that
7 certification of a class is appropriate in this matter and deny the remaining
8 allegations in Paragraph 63 of the Complaint.

9 64. Paragraph 64 of the Complaint contains class allegations as to which
10 no response is required. To the extent a response is required, Defendants deny that
11 certification of a class is appropriate in this matter and deny the remaining
12 allegations in Paragraph 64 of the Complaint.

13 65. Paragraph 65 of the Complaint contains class allegations as to which
14 no response is required. To the extent a response is required, Defendants deny that
15 certification of a class is appropriate in this matter and deny the remaining
16 allegations in Paragraph 65 of the Complaint.

17 66. Paragraph 66 of the Complaint contains class allegations as to which
18 no response is required. To the extent a response is required, Defendants deny that
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1 certification of a class is appropriate in this matter and deny the remaining
2 allegations in Paragraph 66 of the Complaint.

3 67. In response to Paragraph 67 of the Complaint, Defendants repeat and
4 incorporate their responses to Paragraphs 1 through 66 as if set forth fully here.

5 68. Paragraph 68 of the Complaint states legal conclusions as to which no
6 response is required. To the extent a response is required, Defendants deny the
7 allegations in Paragraph 68 of the Complaint, except as to the allegation that Ms.
8 Harvey purchased a health insurance policy from Coordinated Care.

9 69. In response to Paragraph 69 of the Complaint, Defendants state that
10 the materials referenced speak for themselves.

11 70. In response to Paragraph 70 of the Complaint, Defendants state that
12 the materials referenced speak for themselves.

13 71. Defendants deny the allegations in Paragraph 71 of the Complaint.

14 72. Defendants deny the allegations in Paragraph 72 of the Complaint.

15 73. Defendants deny the allegations in Paragraph 73 of the Complaint.

16 74. Paragraph 74 of the Complaint states legal conclusions as to which no
17 response is required. To the extent a response is required, Defendants deny the
18 allegations in Paragraph 74 of the Complaint.

19 75. Defendants deny the allegations in Paragraph 75 of the Complaint.

1 76. Defendants deny the allegations in Paragraph 76 of the Complaint.

2 77. In response to Paragraph 77 of the Complaint, Defendants repeat and
3 incorporate their responses to Paragraphs 1 through 76 as if set forth fully here.

4 78. Paragraph 78 of the Complaint states legal conclusions as to which no
5 response is required. To the extent a response is required, Defendants deny the
6 allegations in Paragraph 78 of the Complaint.

7 79. Paragraph 79 of the Complaint states legal conclusions as to which no
8 response is required. To the extent a response is required, Defendants deny the
9 allegations in Paragraph 79 of the Complaint.

10 80. Defendants deny the allegations in Paragraph 80 of the Complaint.

11 81. Defendants deny the allegations in Paragraph 81 of the Complaint.

12 82. Defendants deny the allegations in Paragraph 82 of the Complaint.

13 83. Defendants deny the allegations in Paragraph 83 of the Complaint.

14 84. Defendants deny the allegations in Paragraph 84 of the Complaint.

15 85. Defendants deny the allegations in Paragraph 85 of the Complaint.

16 86. Defendants deny the allegations in Paragraph 86 of the Complaint.

17 In response to the lettered paragraphs of the Prayer for Relief in the
18 Complaint, Defendants respond as follows:

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1 A. In response to Paragraph A of the Complaint, Defendants admit that
2 Plaintiff seeks an order, but deny that Plaintiff is entitled to any such relief.

3 B. In response to Paragraph B of the Complaint, Defendants admit that
4 Plaintiff seeks an order, but deny that Plaintiff is entitled to any such relief.

5 C. In response to Paragraph C of the Complaint, Defendants admit that
6 Plaintiff seeks an order, but deny that Plaintiff is entitled to any such relief.

7 D. In response to Paragraph D of the Complaint, Defendants admit that
8 Plaintiff seeks an order, but deny that Plaintiff is entitled to any such relief.

9 E. In response to Paragraph E of the Complaint, Defendants admit that
10 Plaintiff seeks a declaration and an order, but deny that Plaintiff is entitled to any
11 such relief.

12 F. In response to Paragraph F of the Complaint, Defendants admit that
13 Plaintiff seeks an order, but deny that Plaintiff is entitled to any such relief.

14 G. In response to Paragraph G of the Complaint, Defendants admit that
15 Plaintiff seeks relief, but deny that Plaintiff is entitled to any such relief.

16 ALL ALLEGATIONS NOT SPECIFICALLY ADDRESSED ABOVE ARE
17 HERE AND NOW DENIED.

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AFFIRMATIVE DEFENSES

Defendants do not assume the burden of proof with respect to those matters on which, pursuant to law, Plaintiff bears the burden. Defendants assert the following affirmative defenses:

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

2. Certain of Plaintiffs claims and damages theories are barred by the filed-rate doctrine.

3. The Complaint is barred because Defendants fulfilled their contractual obligations to Plaintiff.

4. The Complaint is barred because Plaintiff's request for relief has been satisfied.

5. The Complaint is barred because Plaintiff suffered no injury caused by Defendants.

6. The Complaint is barred because Plaintiff failed to plead her claims with the particularity required by the Federal Rules of Civil Procedure.

7. The Complaint is barred because Plaintiff's damages, if any, were caused by failures to engage with and respond to Defendants regarding Plaintiff's health care needs in a timely manner.

1 8. The Complaint is barred because Plaintiff's damages, if any, were
2 caused by failures to engage in the contractually required grievance and appeal
3 process in a timely manner.

4 9. The Complaint is barred because Plaintiff's damages, if any, were
5 caused by failures to submit adequate documentation to support coverage of the
6 desired health care approach in a timely manner.

7 10. The Complaint is barred because Plaintiff cannot recover for breach of
8 contract because Plaintiff materially breached the contract by submitting false or
9 misleading information.

10 11. The Complaint is barred because Plaintiff's requested relief is against
11 public policy.

12 12. The Complaint is barred because Defendants' conduct was not the
13 proximate or legal cause of Plaintiff's alleged injury.

14 13. The Complaint is barred, in whole or in part, by the doctrine of laches.

15 14. The Complaint is barred, in whole or in part, by the doctrines of
16 estoppel, unclean hands, waiver, and other related equitable doctrines.

17 15. Plaintiff's claims against CMC should be dismissed because the
18 health insurance policy at issue is with Coordinated Care.

19 16. This case is not amenable to treatment as a class action.

1 Dated: December 12, 2018

Respectfully submitted,

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STOEL RIVES LLP

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By: /s/ Maren R. Norton

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COMPLAINT - 17
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on December 12, 2018, I electronically filed the
3 foregoing with the Clerk of the Court using the CM/ECF System, which in turn
4 automatically sent a Notice of Electronic Filing to all parties in the case who are
5 registered users of the CM/ECF system. The Notice of Electronic Filing for the
6 foregoing specifically identifies recipients of electronic notice.

7
8 /s/ Maren R. Norton
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