

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:13-cv-01249-REB-KLM

JANEEN MEDINA, individually, on behalf of all others similarly situated, and on behalf of the CHI Plans,

Plaintiff,

v.

CATHOLIC HEALTH INITIATIVES, a Colorado corporation,
PATRICIA G. WEBB,
CAROL KEENAN, and
JOHN and JANE DOES, 1-20,

Defendants.

DEFENDANTS' ANSWER TO PLAINTIFF'S CLASS ACTION COMPLAINT

Defendants Catholic Health Initiatives ("CHI"), Patricia G. Webb, and Carol Keenan (collectively, "Defendants") file this Answer to Plaintiff's May 10, 2013 Class Action Complaint (the "Complaint"). Defendants deny each and every allegation contained in the Complaint, except as specifically admitted herein, and any factual averment admitted herein is admitted only as to the specific facts and not as to any conclusions, arguments, characterizations, implications, or speculations which are contained in any averment or in the Complaint as whole.

The Defendants answer the specific allegations in the Complaint as follows, and the foregoing statements are incorporated, to the extent appropriate, into each numbered paragraph of this Answer:

I. INTRODUCTION

1. Defendants deny the allegations in paragraph 1 of the Complaint, except that Defendants admit that CHI operates hospitals in multiple states and provides good healthcare services in the communities it serves.

2. Defendants deny the allegations in paragraph 2 of the Complaint, except that Defendants admit that paragraph 2 contains a quotation from a book entitled *The Employee Retirement Income Security Act of 1974: A Political History* and rely on that book to speak for itself, rather than on Plaintiff's characterization thereof.

3. Defendants deny the allegations in paragraph 3 of the Complaint, except that Defendants admit that Plaintiff filed the Complaint seeking certain relief and rely on the Complaint to speak for itself.

4. The allegations in paragraph 4 of the Complaint state conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 4 of the Complaint.

5. Defendants deny the allegations in paragraph 5 of the Complaint, except that Defendants admit that CHI has both a civil and a canonical identity. The civil identity is CHI, a corporation established under the laws of Colorado. The canonical identity is Catholic Health Care Federation ("CHCF"), an entity of the Roman Catholic Church established under canon law by the Holy See (the Vatican). Thus, CHI and CHCF are two sides of the same coin – one civil law side (CHI) and one canonical side (CHCF).

A. Defendants deny the allegations in paragraph 5A of the Complaint, except that Defendants admit that CHI does not impose a denominational requirement on its employees.

B. Defendants deny the allegations in the first and second sentences of paragraph 5B of the Complaint, except that Defendants admit that CHI has entered into joint ventures with other hospitals not all of which are Catholic-affiliated. Defendants lack knowledge or information sufficient to form a belief regarding the truth of allegations in the third sentence of paragraph 5B of the Complaint and therefore deny them. Defendants deny the allegations in the fourth sentence of paragraph 5B of the Complaint. Defendants deny the allegations in the fifth sentence of paragraph 5B of the Complaint, except that Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegation that Seventh-day Adventist and Methodist hospitals routinely provide vasectomies and the allegation regarding the Catholic Church's position on vasectomies, and therefore deny them.

C. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in the first sentence of paragraph 5C and therefore deny them. With respect to the second sentence of paragraph 5C, Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegation regarding the Catholic Church's position on contraceptive sterilization procedures and therefore deny it. Defendants deny the remaining allegations in the second sentence of paragraph 5C.

D. Defendants deny the allegations in the first sentence of paragraph 5D, except that Defendants admit that CHI invests in various enterprises pursuant to its investment strategy and relies on the investment strategy to speak for itself, rather than on Plaintiff's characterization thereof. Defendants deny the allegations in the second sentence of paragraph 5D, except that Defendants admit that CHI owns a captive

insurance company and a firm that provides management and consulting services to the captive insurance industry; and Defendants admit that CHI invests in various enterprises pursuant to its investment strategy and relies on the investment strategy to speak for itself, rather than on Plaintiff's characterization thereof.

E. Defendants deny the allegations in paragraph 5E, except that Defendants admit that CHI does not prohibit its patients from worshiping as they please.

F. Defendants deny the allegations in paragraph 5F, except that Defendants admit that CHI Colorado, d/b/a Saint Thomas More Hospital, was a defendant in *Stodghill v. Pelner, M.D.*, 2010 WL 9103730 (D. Col. Dec. 5, 2010), and Defendants rely upon the record in that case to speak for itself, rather than on Plaintiff's characterizations thereof.

6. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegation in the first sentence of paragraph 6 of the Complaint and therefore deny it. Defendants deny the allegations in the second sentence of paragraph 6 of the Complaint.

7. Defendants deny the allegations in paragraph 7 of the Complaint.

8. Defendants deny the allegations in paragraph 8 of the Complaint.

9. Paragraph 9 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 9 of the Complaint.

10. Defendants deny the allegations in the first and third sentences of paragraph 10 of the Complaint. The second sentence of paragraph 10 of the Complaint states a conclusion of law to which no response is required. If, however, a response is

required, Defendants deny the allegations in the second sentence of paragraph 10 of the Complaint.

11. Paragraph 11 of the Complaint states a conclusion of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 11 of the Complaint.

12. Defendants deny the allegations in paragraph 12 of the Complaint, except that Defendants admit that Plaintiff seeks the relief specified in the Complaint and rely on the Complaint to speak for itself.

II. JURISDICTION AND VENUE

13. Defendants deny the allegations in paragraph 13 of the Complaint.

14. Defendants deny the allegations in paragraph 14 of the Complaint, except that Defendants admit that CHI is based in and transacts business in Colorado and that the Court has personal jurisdiction over CHI.

15. Defendants deny the allegations in paragraph 15 of the Complaint, except that Defendants admit that Patricia G. Webb is the Senior Vice President and Chief Human Resources Officer for CHI and works in its Denver office and that the Court has personal jurisdiction over Defendant Webb.

16. Defendants deny the allegations in paragraph 16 of the Complaint, except that Defendants admit that Carol Keenan is the Vice President of Human Resources for CHI and that the Court has personal jurisdiction over Defendant Keenan.

17. Defendants deny the allegations in paragraph 17 of the Complaint, except that Defendants admit that CHI is based in Colorado and that venue is proper in this District.

18. Defendants deny the allegations in paragraph 18 of the Complaint, except that Defendants admit that CHI is based in and does business in Colorado and that venue is proper in this District.

III. PARTIES

19. Defendants deny the allegations in the first sentence and the second sentence of paragraph 19 of the Complaint, except that Defendants admit that Janeen Medina was employed by The Villas at Sunny Acres from 1986 to 2003 and is a participant in a pension plan maintained by CHI. The allegations in the third sentence of paragraph 19 state conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the third sentence of paragraph 19 of the Complaint.

20. Defendants deny the allegations in the first sentence of paragraph 20 of the Complaint, except that Defendants admit that CHI is a 501(c)(3) tax-exempt nonprofit corporation and that CHI is governed by the laws of the state of Colorado, including the Colorado Nonprofit Corporation Act. Defendants admit the allegations in the second sentence of paragraph 20 of the Complaint. The third sentence in paragraph 20 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the third sentence in paragraph 20 of the Complaint.

21. Defendants admit the allegations in the first sentence of paragraph 21 of the Complaint. Defendants deny the allegations in the second sentence of paragraph 21 of the Complaint. The third sentence of paragraph 21 states conclusions of law to which no

response is required. If, however, a response is required, Defendants deny the allegations in the third sentence of paragraph 21 of the Complaint.

22. Defendants admit the allegations in the first sentence of paragraph 22 of the Complaint. Defendants deny the allegations in the second sentence of paragraph 22 of the Complaint. The third sentence of paragraph 22 states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the third sentence of paragraph 22 of the Complaint.

23. The first sentence of paragraph 23 states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the first sentence of paragraph 23 of the Complaint. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in the second sentence of paragraph 23 of the Complaint and therefore deny them. Defendants admit the allegations in the third sentence of paragraph 23 of the Complaint.

IV. THE BACKGROUND OF THE CHURCH PLAN EXEMPTION

24. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph 24 of the Complaint and therefore deny them, except that Defendants admit that ERISA was enacted in 1974 and signed into law by President Gerald Ford on September 2, 1974.

25. Paragraph 25 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in Paragraph 25, except that Defendants admit that ERISA governs certain pension plans, but rely on the provisions of ERISA to speak for themselves, rather than on Plaintiff's characterization thereof.

26. Defendants deny the allegations in paragraph 26 of the Complaint, except that Defendants admit that ERISA governs certain pension and welfare plans, but rely on the provisions of ERISA to speak for themselves, rather than on Plaintiff's characterization thereof.

27. Defendants deny the allegations in paragraph 27 of the Complaint, except that Defendants admit that ERISA provides an exemption for certain plans, but rely on the provisions of ERISA to speak for themselves, rather than on Plaintiff's characterization thereof.

28. Defendants admit that ERISA defines "church plan," and rely on that definition to speak for itself. Defendants deny the allegations in the footnote to paragraph 28, except that Defendants admit that certain provisions of ERISA and the Internal Revenue Code are similar or identical, but rely on those provisions to speak for themselves.

29. Paragraph 29 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants rely upon the provisions of ERISA identified in paragraph 29 to speak for themselves, rather than on Plaintiff's characterizations thereof.

30. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in the first three sentences of paragraph 30 of the Complaint and therefore deny them. The fourth sentence of paragraph 30 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the fourth sentence of paragraph 30 of the Complaint. Defendants lack knowledge or information sufficient to

form a belief regarding the truth of the allegations in the fifth and sixth sentences of paragraph 30 of the Complaint and therefore deny them.

31. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph 31 of the Complaint and therefore deny them, except that Defendants admit that the Multiemployer Pension Plan Amendments Act of 1980 (“MPPAA”), Pub. L. 96-364, amended various provisions of ERISA, and rely on those provisions to speak for themselves, rather than on Plaintiff’s characterization thereof.

32. Paragraph 32 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 32 of the Complaint and rely on the statutory provisions identified in paragraph 32 to speak for themselves, rather than on Plaintiff’s characterizations thereof.

33. Paragraph 33 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 33 of the Complaint and rely on the statutory provisions identified in paragraph 33 to speak for themselves, rather than on Plaintiff’s characterizations thereof.

34. Paragraph 34 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 34 of the Complaint.

35. Paragraph 35 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the

allegations in paragraph 35 of the Complaint and rely on the statutory provisions identified in paragraph 35 to speak for themselves, rather than on Plaintiff's characterizations thereof.

36. Paragraph 36 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 36 of the Complaint.

37. Paragraph 37 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 37 of the Complaint.

V. CHI

38. Defendants deny the allegations in the first, second, and third sentences of paragraph 38 of the Complaint, except that Defendants admit that CHI is a nonprofit corporation governed by the laws of the state of Colorado, including the Colorado Nonprofit Corporation Act, CHI operates in multiple states, CHI's health system includes 80 hospitals, multiple long-term care facilities, assisted living facilities and residential units, two community health services organizations, two accredited nursing colleges, and multiple home health agencies. Defendants admit the allegations in the fourth sentence of paragraph 38 of the Complaint.

39. Defendants deny the allegations in paragraph 39 of the Complaint, except that Defendants admit that CHI is comprised of various market-based organizations, including some operated under joint operating agreements, and certain joint ventures, and Defendants admit that 24% of CHI's capital budget for the 2013 fiscal year is allocated to strategic growth.

40. Defendants deny the allegations in paragraph 40 of the Complaint.

41. Defendants deny the allegations in paragraph 41 of the Complaint, except that Defendants admit that CHI owns a captive insurance company and a firm that provides management and consulting services to the captive insurance industry.

42. Defendants deny the allegations in paragraph 42 of the Complaint, except that Defendants admit that in 2012, CHI announced that it intended to form a venture capital team to identify certain potential partnerships, investment opportunities, and growth strategies.

43. Defendants admit the allegations in paragraph 43 of the Complaint.

44. Defendants deny the allegations in paragraph 44 of the Complaint, except that Defendants admit that in 2009, CHI entered into an agreement in which it assumed a 25% equity position in Pathology Associates Medical Laboratories (“PAML”).

45. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegation in paragraph 45 of the Complaint regarding “other large nonprofit hospital systems,” and therefore deny that allegation. Defendants deny the remaining allegations in paragraph 45, except that Defendants admit that CHI has issued bonds and that CHI’s investment portfolio contains investments in, among other things, fixed-income securities, equity securities, and hedge funds.

46. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegation in paragraph 46 of the Complaint regarding the compensation of “executive officers of other hospital systems,” and therefore deny it. Defendants deny the remaining allegations in paragraph 46 of the Complaint, except that Defendants admit that CHI’s management includes lay people.

47. Defendants deny the allegations in paragraph 47 of the Complaint, except that Defendants admit that CHI has both a civil and a canonical identity. The civil identity is CHI, a corporation established under the laws of Colorado. The canonical identity is CHCF, an entity of the Roman Catholic Church established under canon law by the Holy See (the Vatican). Thus, CHI and CHCF are two sides of the same coin – one civil law side (CHI) and one canonical side (CHCF).

48. Defendants deny the allegations in paragraph 48 of the Complaint, except that Defendants admit that CHI does not impose a denominational requirement on its employees.

49. Defendants admit the allegation in paragraph 49 of the Complaint.

50. Defendants deny the allegations in paragraph 50 of the Complaint, except that Defendants admit that CHI does not prohibit its patients from worshiping as they please.

51. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph 51 of the Complaint and therefore deny them.

A. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph 51A of the Complaint regarding claimed associations with the Seventh-day Adventist Church and therefore deny them. Defendants deny the remaining allegations in paragraph 51A, except that Defendants admit that CHI is a party to a joint operating agreement with PorterCare Adventist Health System, which formed Centura Health Corporation.

B. Defendants deny the allegations in paragraph 51B of the Complaint.

C. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the remaining allegations in paragraph 51C and therefore deny them, except that Defendants admit that Alegent Creighton Health is wholly owned by CHI.

D. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in paragraph 51D of the Complaint and therefore deny them, except that Defendants admit that TriHealth was formed as a partnership between Good Samaritan Hospital and Bethesda Hospital, Inc., and CHI is a party to a joint operating agreement between CHI and the above-mentioned entities in which CHI owns 50% of the joint venture.

52. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations regarding the Catholic Church's position on contraceptive sterilization and family planning services in paragraph 52 of the Complaint and therefore deny them. Defendants deny the remaining allegations in paragraph 52 of the Complaint.

53. Defendants deny the allegations in paragraph 53 of the Complaint, except that Defendants admit that CHI makes disclosures of certain financial records and information.

54. Defendants deny the allegations in paragraph 54 of the Complaint, except that Defendants admit that CHI and/or CHI-related entities maintain certain pension plans that qualify as Church Plans under ERISA.

55. Defendants deny the allegations in paragraph 55 of the Complaint.

56. Defendants deny the allegations in the first sentence of paragraph 56 of the Complaint, except that Defendants admit that CHI and/or CHI-related entities maintain certain plans that are intended to provide retirement benefits for participants and beneficiaries. The second sentence of paragraph 56 states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the second sentence of paragraph 56 and rely upon the statutory provision referenced therein to speak for itself, rather than on Plaintiff's characterizations thereof.

57. Defendants deny the allegations in the first sentence of paragraph 57 of the Complaint. The second sentence of paragraph 57 states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the second sentence of paragraph 57 and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

58. Paragraph 58 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 58 and rely upon the statutory provision referenced therein to speak for itself, rather than on Plaintiff's characterizations thereof.

59. Paragraph 59 of the Complaint states a conclusion of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 59 and rely upon the statutory provision referenced therein to speak for itself, rather than on Plaintiff's characterizations thereof.

60. Paragraph 60 of the Complaint states a conclusion of law to which no response is required. If, however, a response is required, Defendants deny the

allegations in paragraph 60 and rely upon the statutory provision referenced therein to speak for itself, rather than on Plaintiff's characterizations thereof.

61. Paragraph 61 of the Complaint states a conclusion of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 61 and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

62. Paragraph 62 of the Complaint states a conclusion of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 62 and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

63. Defendants admit that Patricia G. Webb is the Senior Vice President and Chief Human Resources Officer for CHI. The remaining allegations in paragraph 63 of the Complaint state conclusions of law to which no response is required. If, however, a response is required, Defendants deny the remaining allegations in paragraph 63 and rely upon the statutory provision referenced therein to speak for itself, rather than on Plaintiff's characterizations thereof.

64. Defendants admit that Carol Keenan currently serves as the Vice President of Human Resources for CHI. The remaining allegations in paragraph 64 of the Complaint state conclusions of law to which no response is required. If, however, a response is required, Defendants deny the remaining allegations in paragraph 64 and rely upon the statutory provision referenced therein to speak for itself, rather than on Plaintiff's characterizations thereof.

65. Defendants deny the allegations in Paragraph 65 of the Complaint, except that Defendants admit that CHI and/or CHI-related entities maintain certain pension plans that qualify as Church Plans exempt from ERISA, and CHI maintains other retirement and welfare benefit plans that are covered by ERISA.

66. Defendants deny the allegations in paragraph 66 of the Complaint, except that Defendants admit that CHI and/or CHI-related entities maintain pension plans that qualify as Church Plans under ERISA and are exempt from ERISA's reporting, disclosure, and funding requirements.

67. Paragraph 67 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 67 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

68. Paragraph 68 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 68 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

69. Paragraph 69 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 69 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

70. Paragraph 70 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 70 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

71. Paragraph 71 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 71 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

72. Paragraph 72 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 72 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

73. Paragraph 73 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 73 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

74. Paragraph 74 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 74 of the Complaint and rely upon the statutory provisions

referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

75. The first sentence of paragraph 75 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in first sentence of paragraph 75. Defendants deny the allegations in the second sentence of paragraph 75 of the Complaint, except that Defendants admit that CHI has both a civil and a canonical identity. The civil identity is CHI, a corporation established under the laws of Colorado. The canonical identity is CHCF, an entity of the Roman Catholic Church established under canon law by the Holy See (the Vatican). Thus, CHI and CHCF are two sides of the same coin – one civil law side (CHI) and one canonical side (CHCF).

76. Paragraph 76 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 76 and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

77. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in the first and second sentences of paragraph 77 of the Complaint and therefore deny them. Defendants deny the allegations in the third, fourth, and fifth sentences of paragraph 77, except that Defendants admit that CHI does not impose a denominational requirement on its employees. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in the sixth, seventh, and eighth sentences of paragraph 77 of the Complaint and therefore deny them.

78. Defendants deny the allegations in the first sentence of paragraph 78, except that Defendants admit that CHI owns a captive insurance company and a firm that provides management and consulting services to the captive insurance industry. Defendants deny the allegations in the second sentence of paragraph 78, except that Defendants admit that CHI does not prohibit its patients from worshipping as they please. Defendants deny the allegations in the third and fourth sentences of paragraph 78, except that Defendants admit that CHI Colorado, d/b/a Saint Thomas More Hospital, was a defendant in *Stodghill v. Pelner, M.D.*, 2010 WL 9103730 (D. Col. Dec. 5, 2010), and Defendants rely upon the record in that case to speak for itself, rather than on Plaintiff's characterizations thereof.

79. Paragraph 79 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 79 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

80. Paragraph 80 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 80 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

81. Paragraph 81 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 81 of the Complaint and rely upon the statutory provisions

referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

82. The first sentence of paragraph 82 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the first sentence paragraph 82 of the Complaint and rely upon the statutory provision referenced therein to speak for itself, rather than on Plaintiff's characterizations thereof. Defendants deny the allegations in the second sentence of paragraph 82 of the Complaint.

83. Paragraph 83 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 83 of the Complaint and rely upon the statutory provisions referenced therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

84. The first sentence of paragraph 84 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in the first sentence of paragraph 84. Defendants deny the allegations in the second sentence of paragraph 84 of the Complaint.

85. Paragraph 85 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 85 of the Complaint.

VI. CLASS ALLEGATIONS

86. Defendants deny the allegations in paragraph 86 of the Complaint, except that Defendants admit that Plaintiff filed the Complaint purporting to bring this action as a

class action under Rule 23 of the Federal Rules of Civil Procedure, but rely on the Complaint to speak for itself. Further answering, Defendants deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

87. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegation in the first sentence of paragraph 87 of the Complaint and therefore deny it. Defendants deny the remaining allegations in paragraph 87 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

88. Defendants deny the allegations in paragraph 88 of the Complaint, except that Defendants admit that CHI has hospitals, offices, and other facilities located in various states. Further answering, Defendants deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

89. Paragraph 89 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 89 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

90. Paragraph 90 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 90 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

91. Paragraph 91 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the

allegations in paragraph 91 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

92. Paragraph 92 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 92 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

93. Paragraph 93 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 93 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

94. Paragraph 94 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 94 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

95. Paragraph 95 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 95 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

96. Paragraph 96 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the

allegations in paragraph 96 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

97. Defendants lack sufficient knowledge or information to form a belief regarding the truth of the allegation in paragraph 97 of the Complaint and therefore deny that allegation.

98. Paragraph 98 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 98 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

99. Paragraph 99 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 99 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

100. Paragraph 100 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 100 of the Complaint and deny that Plaintiff has or can define a valid class or that this case may properly be certified as a class action. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

101. Paragraph 101 of the Complaint and its subparagraphs state conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 101 of the Complaint and its subparagraphs and deny

that Plaintiff has or can define a valid class or that this case may properly be certified as a class action.

VII. CAUSES OF ACTION

Count I

102. Defendants reassert their responses to paragraphs 1 through 101 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

103. Paragraph 103 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased, quoted and/or cited to language from certain statutes and rules, but Defendants rely on the language of these statutes and rules to speak for themselves, rather than on Plaintiff's characterization thereof. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

104. Paragraph 104 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased, quoted and/or cited to language from certain statutes and rules, but Defendants rely on the language of these statutes and rules to speak for themselves, rather than on Plaintiff's characterization thereof. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

105. Paragraph 105 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 105 of the Complaint and rely on the statutory provisions identified therein to speak for themselves, rather than on Plaintiff's characterizations

thereof. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

Count II

106. Defendants reassert their responses to paragraphs 1 through 105 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

107. Paragraph 107 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 107 of the Complaint.

108. Paragraph 108 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 108 of the Complaint.

109. Paragraph 109 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 109 of the Complaint.

110. Paragraph 110 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 110 of the Complaint.

111. Paragraph 111 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 111 of the Complaint.

112. Paragraph 112 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 112 of the Complaint.

113. Paragraph 113 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 113 of the Complaint.

114. Defendants deny the allegations in Paragraph 114 of the Complaint, except that Defendants admit that CHI and/or CHI-related entities have maintained certain pension plans that qualify as Church Plans under ERISA.

115. Paragraph 115 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 115 of the Complaint.

116. Paragraph 116 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 116 of the Complaint. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

117. Paragraph 117 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 117 of the Complaint.

118. Defendants deny the allegations in Paragraph 118 of the Complaint, except that Defendants admit that certain committees or subcommittees of CHI and/or CHI-related entities have been the administrators of certain pension plans that qualify as Church Plans under ERISA.

119. Paragraph 119 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 119 of the Complaint. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

120. Paragraph 120 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 120 of the Complaint.

121. Defendants deny the allegations in Paragraph 121 of the Complaint, except that Defendants admit that certain committees or subcommittees of CHI and/or CHI-related entities have been the administrators of certain pension plans that qualify as Church Plans under ERISA.

122. Paragraph 122 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 122 of the Complaint. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

Count III

123. Defendants reassert their responses to paragraphs 1 through 122 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

124. Paragraph 124 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions, but Defendants rely on the

language of these provisions to speak for themselves, rather than on Plaintiff's characterization thereof.

125. Paragraph 125 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 125 of the Complaint and rely on the statutory provisions identified in therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

126. Paragraph 126 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 126 of the Complaint.

127. Paragraph 127 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 127 of the Complaint.

Count IV

128. Defendants reassert their responses to paragraphs 1 through 127 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

129. Paragraph 129 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and partially quoted language from ERISA but rely on the language of the statute to speak for itself, rather than on Plaintiff's characterization thereof.

130. Paragraph 130 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 130 of the Complaint.

131. Paragraph 131 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 131 of the Complaint.

Count V

132. Defendants reassert their responses to paragraphs 1 through 131 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

133. Paragraph 133 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions, but Defendants rely on the language of these provisions to speak for themselves, rather than on Plaintiff's characterizations thereof.

134. Paragraph 134 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 134 of the Complaint.

135. Paragraph 135 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 135 of the Complaint.

Count VI

136. Defendants reassert their responses to paragraphs 1 through 135 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

137. Paragraph 137 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions, but Defendants rely on the language of these provisions to speak for themselves, rather than on Plaintiff's characterizations thereof.

138. Paragraph 138 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions and certain regulations, but Defendants rely on the language of these provisions and regulations to speak for themselves, rather than on Plaintiff's characterizations thereof.

139. Paragraph 139 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions and certain regulations, but Defendants rely on the language of these provisions and regulations to speak for themselves, rather than on Plaintiff's characterizations thereof.

140. Paragraph 140 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions and certain regulations, but

Defendants rely on the language of these provisions and regulations to speak for themselves, rather than on Plaintiff's characterizations thereof.

141. Paragraph 141 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 141 of the Complaint. Further answering, Defendants deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

Count VII

142. Defendants reassert their responses to paragraphs 1 through 141 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

143. Defendants admit that Plaintiff purports to bring claims for breach of fiduciary duty under ERISA but deny that any such claims against Defendants are valid or that Plaintiff is entitled to any relief whatsoever.

144. Paragraph 144 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions, but Defendants rely on the language of these provisions to speak for themselves, rather than on Plaintiff's characterizations thereof.

145. Paragraph 145 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 145 of the Complaint and rely on the statutory provisions identified therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

146. Paragraph 146 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 146 of the Complaint and rely on the statutory provisions incorporated by reference in paragraph 146 to speak for themselves, rather than on Plaintiff's characterizations thereof.

147. Defendants deny the allegations in paragraph 147 of the Complaint.

148. Defendants deny the allegations in paragraph 148 of the Complaint.

149. Paragraph 149 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions, but Defendants rely on the language of these provisions to speak for themselves, rather than on Plaintiff's characterizations thereof.

150. Paragraph 150 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions, but Defendants rely on the language of these provisions to speak for themselves, rather than on Plaintiff's characterizations thereof.

151. Paragraph 151 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants admit that Plaintiff has paraphrased and/or cited to certain ERISA provisions, but Defendants rely on the language of these provisions to speak for themselves, rather than on Plaintiff's characterizations thereof.

152. Paragraph 152 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 152 of the Complaint and rely on the statutory provisions identified therein to speak for themselves, rather than on Plaintiff's characterizations thereof.

153. Defendants deny the allegations in paragraph 153 of the Complaint.

154. Defendants deny the allegations in paragraph 154 of the Complaint.

155. Defendants deny the allegations in paragraph 155 of the Complaint.

156. Defendants deny the allegations in paragraph 156 of the Complaint.

157. Defendants deny the allegations in paragraph 157 of the Complaint.

Count VIII

158. Defendants reassert their responses to paragraphs 1 through 157 above and incorporate the same as if fully set forth herein, and further incorporate their affirmative defenses in response thereto.

159. Paragraph 159 of the Complaint states conclusions of law to which no response is required. If, however, a response is required, Defendants deny the allegations in paragraph 159 of the Complaint.

A. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegations in the first sentence of paragraph 159A of the Complaint and therefore deny them, except that Defendants admit that CHI has chosen to provide certain pension plans to certain of its employees. Defendants deny the allegations in the second and third sentences of paragraph 159A, except that Defendants admit that CHI does not impose a denominational requirement on its employees. The

fourth sentence of paragraph 159A states legal conclusions to which no response is required. If, however, a response is required, Defendants deny the allegations in the fourth sentence of paragraph 159A. Defendants deny the remaining allegations in paragraph 159A of the Complaint.

B. Defendants lack knowledge or information sufficient to form a belief regarding the truth of the allegation in the first sentence of paragraph 159B of the Complaint and therefore deny it. The remaining allegations in paragraph 159B state conclusions of law to which no response is required. If, however, a response is required, Defendants deny the remaining allegations in paragraph 159B of the Complaint.

C. Defendants deny the allegations in the first sentence of paragraph 159C of the Complaint. The remaining allegations in paragraph 159C state conclusions of law to which no response is required. If, however, a response is required, Defendants deny the remaining allegations in paragraph 159C of the Complaint.

160. Defendants admit that Plaintiff seeks certain relief in the Complaint but deny that Plaintiff is entitled to the relief requested or any relief whatsoever.

VIII. PRAYER FOR RELIEF

In response to Plaintiff's Prayer for Relief and each subpart thereof, Defendants deny that Plaintiff is entitled to any of the relief requested or to any relief whatsoever, and request that the Plaintiff's Complaint be dismissed with prejudice.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

Plaintiff's claims are barred, in whole or in part, for failure to state a claim upon which relief may be granted under Rule 12(b)(6) of the Federal Rules of Civil Procedure,

including, without limitation, no injury in fact.

SECOND DEFENSE

Plaintiff's claims are or may be barred, in whole or in part, by Plaintiff's lack of standing to assert such claims.

THIRD DEFENSE

Plaintiff's claims are or may be barred, in whole or in part, by the applicable statutes of limitations or repose.

FOURTH DEFENSE

The Complaint, and each and every claim for relief contained therein, must be dismissed because the Court lacks subject matter jurisdiction over such claims under Rule 12(b)(1) of the Federal Rules of Civil Procedure.

FIFTH DEFENSE

Plaintiff's putative class action claims are barred because Plaintiff cannot satisfy the requirements of Rule 23(a) of the Federal Rules of Civil Procedure.

SIXTH DEFENSE

Plaintiff's putative class action claims are barred because Plaintiff cannot satisfy the requirements of Rule 23(b) of the Federal Rules of Civil Procedure.

SEVENTH DEFENSE

Some or all of Plaintiff's claims are or may be barred by the doctrines of laches, waiver, release, and/or ratification.

RESERVATION OF DEFENSES

The Defendants reserve the right to assert any additional affirmative defenses and matters in avoidance that may be discovered or disclosed during the course of additional

investigation and discovery.

Dated: October 7, 2013

Respectfully submitted,

/s/ Lars C. Golumbic

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CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2013, a true and correct copy of the foregoing ANSWER was sent via the CM/ECF system to the following:

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