

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
BALTIMORE DIVISION**

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DAVID G. FEINBERG et al., and all others  
similarly situated,

Plaintiffs,

vs.

T. ROWE PRICE GROUP, INC. et al.,

Defendants.

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Civil Action No. 1:17-cv-00427-JKB

**DEFENDANTS T. ROWE PRICE GROUP, INC. ET AL.’S ANSWER TO  
SECOND AMENDED CLASS ACTION COMPLAINT**

Defendants T. Rowe Price Group, Inc., T. Rowe Price Associates, Inc., T. Rowe Price Trust Company, T. Rowe Price Group, Inc. Management Committee, T. Rowe Price Group, Inc. Management Compensation Committee, T. Rowe Price Group, Inc. Board of Directors, Preston Athey, Steve Banks, Celine Dufetel, Eric Gee, Michael McGonigle, Kenneth Moreland, Larry Puglia, and Meredith Stewart (collectively, “Defendants”) hereby submit their Answer to the Second Amended Complaint filed by Plaintiffs David G. Feinberg, Regina Widderich, Jitesh Jani, Sital Jani, James Collins, Farrah Qureshi, Daniel Newman, Maria Stanton, Daniel Fialkoff, Michelle Bourque, and Thomas Henry (collectively, “Plaintiffs”) (ECF No. 84).<sup>1</sup>

**GENERAL DENIAL**

Except as expressly admitted below, Defendants deny each and every allegation against them and deny liability to Plaintiffs. Plaintiffs include in their Second Amended Complaint

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<sup>1</sup> This answer is not filed on behalf of Defendant Cynthia Crocker.

lettered and numbered headings purporting to characterize certain actions or events, as well as footnotes. Because the headings, subheadings, and footnotes are not set forth in numbered paragraphs, they are not properly pleaded facts, and no response is necessary. To the extent that Plaintiffs have included headings, footnotes, or impertinent materials that are inappropriate under Rules 8 and 12(f) of the Federal Rules of Civil Procedure, no response is necessary, and any such inappropriate material should be stricken. To the extent Plaintiffs' headings, subheadings, or footnotes purport to state facts to which a response is required, Defendants deny each and every such allegation. Due to the length of the Second Amended Complaint, some of Plaintiffs' headings are repeated below, solely for organizational purposes. Defendants specifically deny, and do not adopt, the characterizations set forth in these organizational headings and subheadings.

Defendants expressly reserve the right to seek to amend and/or supplement this Answer as may be necessary.

## **RESPONSES TO SPECIFIC ALLEGATIONS**

### **I. NATURE OF THE ACTION**

1. Defendants admit that Plaintiffs purport to assert claims pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §§ 1132(a)(2) and (3), on behalf of the T. Rowe Price U.S. Retirement Program (the "Plan"), which is a defined contribution 401(k) plan, individually and on behalf of all similarly situated Plan participants, as alleged in paragraph 1. Defendants deny that Plaintiffs are entitled to any relief on any of their claims.

2. The allegations in paragraph 2 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants state that the

relevant provisions of ERISA speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 2.

3. The allegations in paragraph 3 contain legal conclusions and characterizations to which no response is required. Defendants admit that, during the Class Period (defined in Plaintiffs' Second Amended Complaint as February 14, 2011 through judgment in this case), the Plan's line-up included only T. Rowe Price investment options. Defendants admit that T. Rowe Price Associates, Inc. and T. Rowe Price Trust Company have served as investment advisors to certain investment options offered in the Plan's line-up during the Class Period, and that those entities receive compensation for the services they provide to those investment options. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 3.

4. Defendants lack sufficient information regarding the intended meaning of "remarkably profitable" to admit or deny that characterization of T. Rowe Price's asset management business in paragraph 4 and therefore deny that allegation. Defendants admit that T. Rowe Price Group, Inc.'s reported net income for 2014 was approximately 30.9% of its reported net revenues. Defendants state that the performance of Apple, Inc.'s stock is publicly reported, and Defendants refer to such public data for information concerning the performance of such stock. To the extent that allegations in paragraph 4 are drawn from or purport to describe the contents of external articles, those documents speak for themselves. Defendants lack sufficient information regarding the alleged "inequities and inefficiencies in the market for investment management services" to admit or deny that they are a factor in T. Rowe Price's profitability. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 4.

5. Defendants state that T. Rowe Price's performance, as well as that of companies in the S&P 500, is publicly reported and refer to such public data for information concerning the performance of such stocks. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 5.

6. Defendants deny the allegations in paragraph 6.

7. The allegations in paragraph 7 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 7.

8. The allegations in paragraph 8 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 8.

9. Defendants admit that different companies can have different relative strengths and weaknesses. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 9.

10. Defendants admit that some of the investment options included in the Plan's line-up during the Class Period were what are sometimes referred to as "retail" share classes of T. Rowe Price mutual funds. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability, expense ratios, and investment strategies of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the

allegations in paragraph 10, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 10.

11. Defendants admit that third-party mutual fund providers, including Voya Financial (formerly known as ING), offered certain mutual funds, including some “institutional” mutual funds, for which certain entities affiliated with T. Rowe Price served as a sub-adviser. Defendants refer to the fund prospectuses for information concerning the availability, expense ratios, investment strategies, and other characteristics of particular mutual funds and share classes thereof at various points in time. To the extent the information in those documents is inconsistent with the allegations in paragraph 11, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 11.

12. Defendants admit that the Plan’s line-up of investment options included certain Collective Investment Trusts during the Class Period. Defendants refer to the governing documents and fund fact sheets for information concerning the availability, expense ratios, investment strategies, and other characteristics of particular Collective Investment Trusts and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 12, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 12.

13. The allegations in paragraph 13 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 13.

14. Defendants admit that Plaintiffs assert claims on behalf of a class as alleged in paragraph 14. Defendants deny that Plaintiffs are entitled to any relief on any of their claims.

15. Defendants admit that Plaintiffs purport to seek relief as alleged in the first sentence of paragraph 15. Defendants deny that Plaintiffs are entitled to any relief on any of their claims. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 15.

16. Defendants lack sufficient information to admit or deny the allegations in paragraph 16. Defendants cannot confirm or deny Plaintiffs' assertions as to what efforts or materials Plaintiffs or their counsel relied upon in making the allegations in the Second Amended Complaint. Defendants therefore deny the allegations in paragraph 16, and Defendants specifically deny that "many facts" remain in Defendants' exclusive possession at this stage in the discovery process.

## **II. JURISDICTION AND VENUE**

17. The allegations in paragraph 17 contain legal conclusions to which no response is required. To the extent a response is required, Defendants admit that this Court has subject matter jurisdiction over this matter.

18. The allegations in paragraph 18 contain legal conclusions to which no response is required. To the extent a response is required, Defendants admit that venue is proper in this District. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 18.

## **III. PARTIES**

### **A. Plaintiffs**

19. The allegations in paragraph 19 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff David G. Feinberg is a participant in the Plan and has at

various times invested in certain Plan investment options. Defendants admit that Plaintiff David G. Feinberg worked for T. Rowe Price out its Tampa, Florida office from 1994 until 2010, at which point he was a Senior Desktop Analyst. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 19 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 19.

20. The allegations in paragraph 20 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Regina Widderich is a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Regina Widderich has worked for T. Rowe Price out its Owings Mills, Maryland office since 1997 and is currently a RAM Service Specialist. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 20 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 20.

21. The allegations in paragraph 21 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Jitesh Jani is a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Jitesh Jani worked for T. Rowe Price out its Tampa, Florida office from 2000 until 2009, at which point he was a RAM Service Specialist. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 21 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 21.

22. The allegations in paragraph 22 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon

information and belief, that Plaintiff Sital Jani is a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Sital Jani worked for T. Rowe Price out of its Tampa, Florida office from 2002 until 2010, at which point she was a RAM Service Specialist. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 22 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 22.

23. The allegations in paragraph 23 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff James Collins is a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff James Collins worked for T. Rowe Price out of its Owings Mills, Maryland office from 2007 until 2011, at which point he was a Retirement Plan Coordinator. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 23 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 23.

24. The allegations in paragraph 24 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Farrah Qureshi has been a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Farrah Qureshi worked for T. Rowe Price out of its Colorado Springs, Colorado office from 2012 until 2014, at which point she was a Financial Representative. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 24 and therefore



deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 24.

25. The allegations in paragraph 25 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Daniel Newman has been a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Daniel Newman worked for T. Rowe Price out of its Colorado Springs, Colorado office from 2006 until 2012, at which point he was a Supervisor Operations Retail Sales. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 25 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 25.

26. The allegations in paragraph 26 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Maria Stanton has been a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Maria Stanton worked for T. Rowe Price out of its Owings Mills, Maryland office in certain periods between April 1997 and April 2011, at which point she was a Solutions Consultant. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 26 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 26.

27. The allegations in paragraph 27 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Daniel Fialkoff has been a participant in the Plan and has at

various times invested in certain Plan investment options. Defendants admit that Plaintiff Daniel Fialkoff worked for T. Rowe Price out of its Owings Mills, Maryland office from 2008 until 2012, at which point he was an FIS Representative. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 27 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 27.

28. The allegations in paragraph 28 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Michelle Bourque has been a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Michelle Bourque worked for T. Rowe Price out of its Baltimore, Maryland office from 1993 until 2014, at which point she was a Lead Legal Analyst. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 28 and therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 28.

29. The allegations in paragraph 29 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit, upon information and belief, that Plaintiff Thomas Henry has been a participant in the Plan and has at various times invested in certain Plan investment options. Defendants admit that Plaintiff Thomas Henry worked for T. Rowe Price out of its Owings Mills, Maryland office from 2008 until 2013, at which point he was an Electronic Publishing Specialist. Defendants lack sufficient information to admit or deny the remaining allegations in the first sentence of paragraph 29 and

therefore deny them. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 29.

**B. Defendants**

30. The allegations in paragraph 30 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants state that the referenced statutory provision speaks for itself. Defendants admit that T. Rowe Price Group, Inc. is an investment management firm headquartered in Baltimore, Maryland that offers a broad range of services to its customers. Defendants further admit that T. Rowe Price Group, Inc. is identified in the Plan's governing documents as the sponsor of the Plan and refer to those documents for a description of T. Rowe Price Group, Inc.'s Plan-related responsibilities and powers. To the extent those documents contain information inconsistent with the allegations in paragraph 30, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 30.

31. The allegations in paragraph 31 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants state that the referenced statutory provision speaks for itself. Defendants admit that T. Rowe Price Associates, Inc. is a wholly owned subsidiary of T. Rowe Price Group, Inc. that provides investment advisory services to T. Rowe Price mutual funds. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 31.

32. Defendants admit that T. Rowe Price Trust Company is a wholly owned subsidiary of T. Rowe Price Associates, Inc., which is a wholly owned subsidiary of T. Rowe Price Group, Inc., and that T. Rowe Price Trust Company is a Maryland-chartered, limited-purpose trust company established in 1983. Defendants admit that T. Rowe Price Trust

Company provides investment management services for the T. Rowe Price Collective Investment Trusts offered in the Plan. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 32.

33. Defendants admit that the Trustees are identified in the Plan's governing documents as named fiduciaries of the Plan and refer to those documents for a description of the Trustees' Plan-related responsibilities and powers. To the extent those documents contain information inconsistent with the allegations in paragraph 33, Defendants deny those allegations. Defendants lack sufficient information regarding the intended meaning of "high-level executives" to admit or deny that characterization of the Trustees and therefore deny that allegation. Defendants admit that the Trustees met at least twice each calendar year during the Class Period. Defendants admit that Preston Athey served as a Trustee from at least 2011 through 2016. Defendants admit that Preston Athey was a vice president and portfolio manager at T. Rowe Price Group, Inc., during at least some of the relevant period. Defendants admit that Steve Banks served as a Trustee from at least 2011 through 2018. Defendants admit that Steve Banks was a vice president of T. Rowe Price Group, Inc. and the director of Finance and Corporate Services of T. Rowe Price Associates during at least some of the relevant period. Defendants admit that Cynthia Crocker served as a Trustee for part of 2016 but deny that she served as a Trustee in any part of 2015. Defendants admit that Cynthia Crocker was a vice president of T. Rowe Price Group, Inc. and head of its "Total Rewards" program during at least some of the relevant period. Defendants admit that Celine Dufetel served as a Trustee in 2018 but deny that she served as a Trustee in any part of 2017. Defendants admit that Celine Dufetel serves as chief financial officer of T. Rowe Price Group, Inc. and has been a member of the firm's Management Committee during at least some of the relevant period. Defendants admit

that Eric Gee served as a Trustee in 2018 but deny that he served as a Trustee for any part of 2017. Defendants admit that Eric Gee has been a vice president of T. Rowe Price Group, Inc. and has been head of U.S. Compensation and Benefits during at least some of the relevant period. Defendants admit that Michael McGonigle served as a Trustee for at least part of 2016 through 2018. Defendants admit that Michael McGonigle was a director of Fixed Income Credit Research at T. Rowe Price Group, Inc., a member of the Fixed Income Steering Committee, and vice president of T. Rowe Price Group, Inc. and T. Rowe Price Associates, Inc. during at least some of the relevant period. Defendants admit that Ken Moreland served as a Trustee from at least 2011 through at least part of 2017. Defendants admit that Ken Moreland served as chief financial officer and treasurer for T. Rowe Price Group, Inc. during at least some of the relevant period. Defendants admit that Larry Puglia served as a Trustee from at least 2011 through 2018, and served as chairman of the Trustees during that time. Defendants admit that Larry Puglia has been a vice president of T. Rowe Price Group, Inc. and a portfolio manager during at least some of the relevant period. Defendants admit that Meredith Stewart served as a Trustee from at least 2011 through part of 2014. Defendants admit that Meredith Stewart was a vice president of global compensation and benefits at T. Rowe Price Group Inc. during at least some of the relevant period. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 33 and all of its subparts.

34. The allegations in paragraph 34 contain legal conclusions and characterizations to which no response is required. Defendants admit that the Board of Directors had certain oversight responsibilities for the Company. Defendants refer to the Plan's governing documents for a description of the Board of Directors' Plan-related responsibilities and powers. To the extent that those documents contain information inconsistent with the allegations in paragraph

34, Defendants deny those allegations. Defendants admit that, as set forth in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), T. Rowe Price Group, Inc. has accepted, for the purposes of this litigation, liability and financial responsibility for the conduct of the Board of Directors and its individual members during the Class Period, to the extent they would have been liable for breach of fiduciary duty or prohibited transactions under ERISA, and that in connection with that stipulation, Plaintiffs agreed not to name these individuals in the Second Amended Complaint. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 34.

35. The allegations in paragraph 35 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that the T. Rowe Price Group, Inc. Management Committee had certain managerial responsibilities for the Company. Defendants refer to the Plan's governing documents for a description of the T. Rowe Price Group, Inc. Management Committee's Plan-related responsibilities and powers. To the extent those documents contain information inconsistent with the allegations in paragraph 35, Defendants deny those allegations. Defendants admit that, as set forth in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), T. Rowe Price Group, Inc. has accepted, for the purposes of this litigation, liability and financial responsibility for the conduct of the Management Committee and its individual members during the Class Period, to the extent they would have been liable for breach of fiduciary duty or prohibited transactions under ERISA, and that in connection with that stipulation, Plaintiffs agreed not to name these individuals in the Second Amended Complaint. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 35.

36. The allegations in paragraph 36 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that there has been a T. Rowe Price Group, Inc. Management Compensation Committee. Defendants refer to the Plan's governing documents for a description of the Management Compensation Committee's Plan-related responsibilities and powers. To the extent those documents contain information inconsistent with the allegations in paragraph 36, Defendants deny those allegations. Defendants admit that, as set forth in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), T. Rowe Price Group, Inc. has accepted, for the purposes of this litigation, liability and financial responsibility for the conduct of the Management Compensation Committee and its individual members during the Class Period, to the extent they would have been liable for breach of fiduciary duty or prohibited transactions under ERISA, and that in connection with that stipulation, Plaintiffs agreed not to name these individuals in the Second Amended Complaint. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 36.

37. Defendants acknowledge that the Second Amended Complaint refers to T. Rowe Price and its Board of Directors, the Management Committee, and the Management Compensation Committee collectively as the "Appointing Fiduciary Defendants." This characterization contains a legal conclusion to which no response is required in so far as it refers to these parties as "fiduciaries" under ERISA. The relevant statutory provisions speak for themselves.

38. Defendants lack sufficient information to admit or deny the allegations in paragraph 38 and therefore deny those allegations.

#### **IV. FACTUAL BACKGROUND**

39. The allegations in paragraph 39 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that T. Rowe Price Group, Inc. is identified in the Plan's governing documents as the sponsor of the Plan and refer to those documents for a description of the Plan and of T. Rowe Price Group, Inc.'s Plan-related responsibilities and powers. To the extent those documents contain information inconsistent with the allegations in paragraph 39, Defendants deny those allegations. Defendants admit that the Plan was established to provide retirement income to T. Rowe Price employees. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 39.

40. Defendants admit that information about the amount of the Plan's assets and the number of Plan participants is disclosed in the Plan's publicly available annual Form 5500s and refer to those documents for that information. To the extent those documents contain information inconsistent with the allegations in paragraph 40, Defendants deny those allegations. Defendants lack sufficient information to admit or deny paragraph 40's allegation that the Plan is "among the largest plans, in terms of assets, in the United States" and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 40.

41. The allegations in paragraph 41 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants state that the referenced statutory provisions speak for themselves. The Plan's governing documents identify the named fiduciaries of the Plan, and Defendants refer to those documents for the identities of the Plan's named fiduciaries. To the extent those documents contain information inconsistent



with the allegations in paragraph 41, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 41.

42. The allegations in paragraph 42 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that T. Rowe Price Group, Inc. is identified in the Plan's governing documents as the sponsor of the Plan and refer to those documents for a description of the Plan and T. Rowe Price Group, Inc.'s Plan-related responsibilities and powers. Defendants also refer to the Plan's governing documents for a description of the T. Rowe Price Management Committee's, T. Rowe Price Management Compensation Committee's, and the Board of Directors' Plan-related responsibilities and powers. To the extent those documents contain information inconsistent with the allegations in paragraph 42, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 42.

43. The allegations in paragraph 43 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that the Trustees are identified in the Plan's governing documents as named fiduciaries of the Plan and refer to those documents for a description of the Trustees' Plan-related responsibilities and powers. To the extent those documents contain information inconsistent with the allegations in paragraph 43, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 43 and all of its subparts.

44. The allegations in paragraph 44 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that T. Rowe Price Trust Company and T. Rowe Price Associates, Inc. (referred to collectively in the Second Amended Complaint as the "T. Rowe Price Investment Affiliates") are direct or indirect

subsidiaries of T. Rowe Price Group, Inc.; that those entities provide investment advisory services to certain T. Rowe Price investment options; and that those entities receive compensation for the services they provide to those investment options. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 44.

45. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. To the extent those documents contain information inconsistent with the allegations in paragraph 45, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 45.

46. Defendants admit that certain investment options were added to and removed from the Plan's line-up during the Class Period. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. To the extent those documents contain information inconsistent with the allegations in paragraph 46, Defendants deny those allegations.

47. Defendants lack sufficient information to admit or deny the allegations in paragraph 47 concerning the expenses of purportedly "comparable retirement plans" and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 47.

48. Defendants admit that some of the investment options offered in the Plan's line-up during the Class Period have been what are sometimes referred to as "retail" share classes of T. Rowe Price mutual funds. Defendants admit that certain Collective Investment Trusts and "institutional" mutual funds have been included in the Plan's line-up of investment options at certain times during the Class Period and that some of those Collective Investment Trusts and

“institutional” mutual funds existed before being added to the Plan’s line-up. Defendants further admit that certain Collective Investment Trusts were introduced to the Plan’s line-up of investment options from time to time, including in 2012, and that certain institutional funds were introduced to the Plan’s line-up of investment options from time to time, including in 2014. Defendants refer to the Plan’s publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan’s line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 48, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 48.

49. To the extent the allegations in paragraph 49 are drawn from or purport to describe the contents of an external study, that study speaks for itself. Defendants lack sufficient information about the basis for Plaintiffs’ alleged “estimate” of the “total Plan costs for 2014” in paragraph 49 to admit or deny those allegations and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 49.

50. To the extent the allegations in paragraph 50 are drawn from or purport to describe the contents of an external study, that study speaks for itself. Defendants lack sufficient information to admit or deny the remaining allegations in paragraph 50 and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 50.

51. To the extent the allegations in paragraph 51 are drawn from or purport to describe the contents of an external study, that study speaks for itself. Defendants lack sufficient information to admit or deny the remaining allegations in paragraph 51 and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 51.

52. Defendants refer to the Plan's publicly available annual Form 5500s for information concerning the investment options included in the Plan's line-up at the end of 2016. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the expense ratios of particular investment options, the share classes of the investment options at various points in time, the asset classes in which the investment options may be categorized, the market segments in which the investment options may invest, and the investment options' risk profiles and investment strategies. To the extent that the allegations in paragraph 52 are inconsistent with those documents, Defendants deny those allegations. Defendants lack sufficient information to admit or deny the allegations in paragraph 52 concerning the investments of other retirement plans and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 52, including the chart that follows it.

53. Defendants admit that some mutual funds and Collective Investment Trusts offer multiple share classes. Defendants further admit that different share classes of an investment option may have different expense ratios and may be marketed to different types of investors, and that different share classes of the same investment option are typically managed by the same manager and invest in similar portfolios of securities. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 53.

54. Defendants admit that some of the investment options in the Plan's line-up during the Class Period have been what are sometimes referred to as "retail" share classes of T. Rowe Price mutual funds. Defendants admit that some of the investment options in the Plan's line-up during the Class Period have been T. Rowe Price Collective Investment Trusts; that in many instances those Collective Investment Trusts offered multiple share classes; and that, in some instances, certain share classes of Collective Investment Trusts had minimum investment requirements that the Plan did not meet. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 54, Defendants deny those allegations. Except as expressly stated or admitted herein, Defendants deny the allegations in paragraph 54.

55. The allegations in paragraph 55 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the Blue Chip Growth Trust was added to the Plan's line-up of investment options in 2012. Defendants also admit that the Plan began investing in a different share class of the Blue Chip Growth Trust in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment

options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 55, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 55.

56. The allegations in paragraph 56 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the Capital Appreciation Trust Class D was added to the Plan's line-up of investment options in 2012. Defendants also admit that the Plan began investing in the Capital Appreciation Trust Class A in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 56, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 56.

57. The allegations in paragraph 57 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the Growth Stock Trust Class D was added to the Plan's line-up of investment options in 2012. Defendants refer to the

fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 57, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 57.

58. The allegations in paragraph 58 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the Equity Income Trust Class D was added to the Plan's line-up of investment options in 2012. Defendants also admit that the Plan began investing in the Equity Income Trust Class A in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 58, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 58.

59. The allegations in paragraph 59 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the New Horizons Trust Class D was added to the Plan's line-up of investment options in 2012. Defendants also

admit that the Plan began investing in the New Horizons Trust Class A in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 59, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 59.

60. The allegations in paragraph 60 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the U.S. High Yield Trust was added to the Plan's line-up of investment options in 2012. Defendants also admit that an institutional High Yield Fund was added to the Plan's line-up of investment options in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 60, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 60.

61. The allegations in paragraph 61 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount



of Plan assets invested in each investment option. Defendants admit that the U.S. Mid-Cap Growth Equity Trust was added to the Plan's line-up of investment options in 2012. Defendants also admit that an institutional Mid-Cap Equity Growth Fund was added to the Plan's line-up of investment options in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 61, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 61.

62. The allegations in paragraph 62 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the Emerging Markets Equity Trust was added to the Plan's line-up of investment options in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 62, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 62.

63. The allegations in paragraph 63 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information

concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that the Structured Research Trust was added to the Plan's line-up of investment options in 2014. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 63, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 63.

64. The allegations in paragraph 64 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount of Plan assets invested in each investment option. Defendants admit that an institutional Emerging Markets Bond Fund was added to the Plan's line-up of investment options in 2014. Defendants refer to the fund prospectuses for information concerning the availability and expense ratios of particular mutual funds and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 64, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 64.

65. The allegations in paragraph 65 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times and the amount

of Plan assets invested in each investment option. Defendants admit that an institutional Floating Rate Fund was added to the Plan's line-up of investment options in 2014. Defendants refer to the fund prospectuses for information concerning the availability and expense ratios of particular mutual funds and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 65, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 65.

66. Defendants admit that T. Rowe Price Associates, Inc. served as a sub-adviser for certain third-party funds. Defendants refer to the fund prospectuses for information concerning the availability and expense ratios of particular mutual funds and share classes thereof at various points in time, as well as a description of the role of T. Rowe Price Associates, Inc. with respect to those funds. To the extent those documents contain information inconsistent with the allegations in paragraph 66, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 66.

67. Defendants admit that T. Rowe Price Associates, Inc. served as a sub-adviser for certain funds offered by Voya Financial (formerly known as ING), including a fund known as the VY T. Rowe Price Capital Appreciation Portfolio. Defendants refer to the fund prospectuses for information concerning the availability and expense ratios of particular mutual funds and share classes thereof at various points in time, a description of other features of those funds, and a description of the role of T. Rowe Price Associates, Inc. with respect to those funds. To the extent those documents contain information inconsistent with the allegations in paragraph 67, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 67.

68. Defendants admit that T. Rowe Price Associates, Inc. served as a sub-adviser for certain third-party funds, including certain funds offered by Voya Financial (formerly known as ING). Defendants refer to the fund prospectuses for information concerning the availability and expense ratios of particular mutual funds and share classes thereof at various points in time, a description of other features of those funds, and a description of the role of T. Rowe Price Associates, Inc. with respect to those funds. To the extent those documents contain information inconsistent with the allegations in paragraph 68, Defendants deny those allegations. Except as expressly stated or admitted herein, Defendants deny the allegations in paragraph 68.

69. Defendants admit that T. Rowe Price Associates, Inc. served as a sub-adviser for certain third-party funds, including certain funds offered by Voya Financial (formerly known as ING). Defendants refer to the fund prospectuses for information concerning the availability and expense ratios of particular mutual funds and share classes thereof at various points in time, a description of other features of those funds, and a description of the role of T. Rowe Price Associates, Inc. with respect to those funds. To the extent those documents contain information inconsistent with the allegations in paragraph 69, Defendants deny those allegations. Except as expressly stated or admitted herein, Defendants deny the allegations in paragraph 69.

70. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants admit the Plan's line-up of investment options has at some times included the A Class of T. Rowe Price Retirement Trusts. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent

with the allegations in paragraph 70, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 70.

71. Defendants refer to the fund prospectuses for information concerning the expense ratios and minimum asset thresholds for particular mutual funds and share classes thereof. Defendants refer to the Plan's publicly available annual Form 5500s for information about the amount of Plan assets invested in each investment option in the Plan's line-up at various times. To the extent those documents contain information inconsistent with the allegations in paragraph 71, Defendants deny those allegations. Defendants admit that T. Rowe Price reserved the right to waive or lower investment minimums as reflected in publicly available prospectuses for T. Rowe Price mutual funds, which speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 71.

72. Defendants deny the allegations in paragraph 72.

73. Defendants deny the allegations in paragraph 73.

74. Defendants admit that T. Rowe Price Trust Company and T. Rowe Price Associates, Inc. provided investment advisory services to certain T. Rowe Price investment options during the Class Period, including investment options offered in the Plan's line-up, and that those entities received compensation for the services they provided to those investment options. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 74.

75. The allegations in paragraph 75 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 75.

76. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the expense ratios, benchmarks, investment strategy, and performance of particular investment options at various times. To the extent those documents contain information inconsistent with the allegations in paragraph 76, Defendants deny those allegations. Defendants lack sufficient information to admit or deny the allegations in paragraph 76 concerning the Vanguard Financials Index Fund and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 76.

77. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the expense ratios, benchmarks, investment strategy, and performance of particular investment options at various times. To the extent those documents contain information inconsistent with the allegations in paragraph 77, Defendants deny those allegations. Defendants state that the performance of the Vanguard Financials Index Fund is publicly reported, and Defendants refer to such public data for information concerning the performance of that fund. To the extent the allegations in paragraph 77 rely on external sources, those sources speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 77.

78. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's

line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the expense ratios, benchmarks, investment strategies, and performance of particular investment options at various times. To the extent those documents contain information inconsistent with the allegations in paragraph 78, Defendants deny those allegations. Defendants lack sufficient information to admit or deny the allegations in paragraph 78 concerning the Vanguard PRIMECAP Fund and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 78.

79. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the expense ratios, investment strategies, benchmarks, and performance of particular investment options at various times. To the extent those documents contain information inconsistent with the allegations in paragraph 79, Defendants deny those allegations. Defendants state that the performance of the Vanguard PRIMECAP Fund is publicly reported, and Defendants refer to such public data for information concerning the performance of that fund. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 79.

80. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the investment strategies, benchmarks, and performance of particular investment options at various times. To the extent

the allegations in paragraph 80 are inconsistent with those documents, Defendants deny them. Defendants lack sufficient information to admit or deny the allegations in paragraph 80 concerning the Vanguard Explorer Value Fund and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 80.

81. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the expense ratios, investment strategies, benchmarks, and performance of particular investment options at various times. To the extent the allegations in paragraph 81 are inconsistent with those documents, Defendants deny them. Defendants state that the performance of the Vanguard Explorer Value Fund is publicly reported, and Defendants refer to such public data for information concerning the performance of that fund. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 81.

82. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses for information concerning the availability of particular mutual funds at various times. To the extent the allegations in paragraph 82 are inconsistent with those documents, Defendants deny those allegations. Defendants admit that, when certain investment options were removed from the Plan's line-up, participants' assets in those investment options were mapped into other investment options. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 82.



83. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and fund fact sheets for information concerning the availability and performance of particular mutual funds at various times. Defendants refer to the investment options' securities filings, including annual reports, for information concerning the amount of assets invested in those investment options at various times. To the extent the allegations in paragraph 83 are inconsistent with those documents, Defendants deny those allegations. Defendants admit that, in 2014, the Global Infrastructure Fund was merged into the Real Assets Fund. Defendants lack sufficient information to admit or deny the allegations in paragraph 83 concerning the performance of purported "peer funds" and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 83.

84. Defendants admit that, in 2014, the Global Infrastructure Fund was merged into the Real Assets Fund. Defendants refer to the fund prospectuses and fund fact sheets for information concerning the availability and performance of particular mutual funds at various times. To the extent the allegations in paragraph 84 are inconsistent with those documents, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 84.

85. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and fund fact sheets for information concerning the availability and performance of particular mutual funds at various times. To the extent the allegations in paragraph 85 are inconsistent with those documents,

Defendants deny those allegations. Defendants admit that, in 2014, the Summit GNMA Fund was merged into the T. Rowe Price GNMA Fund. Defendants lack sufficient information to admit or deny the allegations in paragraph 85 concerning the performance of purported “peer funds” and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 85.

86. The allegations in paragraph 86 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 86.

87. The allegations in paragraph 87 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 87.

88. The allegations in paragraph 88 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the governing documents and fund fact sheets for information concerning the investment strategy of the Growth Stock Trust at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 88, Defendants deny those allegations. Defendants admit that the S&P 500 Index has been used as a benchmark in reporting the performance of the T. Rowe Price Growth Stock Trust. Defendants further admit that the S&P 500 Index is an index based on the market capitalization of 500 companies, some of which are not generally characterized as “growth” companies. To the extent the allegations in paragraph 88 rely on or purport to describe the contents of external sources, those sources speak for themselves. Except as expressly stated or admitted herein, Defendants deny the allegations in paragraph 88.

89. The allegations in paragraph 89 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants refer to the governing documents and fund fact sheets for information concerning the performance and reported benchmarks of the Growth Stock Trust over the period referenced in paragraph 89. To the extent the allegations in paragraph 89 are inconsistent with those documents, Defendants deny them. Defendants state that the performance of the S&P 500 Growth Index is publicly reported, and Defendants refer to such public data for information concerning the performance of that index. Except as expressly stated or admitted herein, Defendants deny the allegations in paragraph 89.

90. Defendants deny the allegations in paragraph 90.

91. Defendants deny the allegations in paragraph 91.

92. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability, expense ratios, and investment strategies of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 92, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 92.

93. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability, expense

ratios, and investment strategies of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 93, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 93.

94. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability, expense ratios, and investment strategies of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 94, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 94.

95. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability, expense ratios, and investment strategies of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 95, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 95.

96. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. To the extent those documents contain information inconsistent with

the allegations in paragraph 96, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 96.

97. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses for information concerning the availability of the Global Infrastructure Fund and Real Assets Fund at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 97, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 97.

98. The allegations in paragraph 98 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that at the beginning of the Class Period, the Plan's line-up included only T. Rowe Price investment options. Defendants further admit that at the beginning of the Class Period, some of the investment options in the Plan's line-up were mutual funds shares that were sometimes referred to as "retail" share classes. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. To the extent the allegations in paragraph 98 are inconsistent with those documents, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 98.

99. The allegations in paragraph 99 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that individual Trustees were aware of the existence of different share classes in some of T. Rowe

Price's mutual funds and of the existence of Collective Investment Trusts. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 99.

100. The allegations in paragraph 100 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants state that the relevant provisions of ERISA speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 100.

101. The allegations in paragraph 101 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that all investment options added to the Plan's line-up during the Class Period were T. Rowe Price investment options. Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent the allegations in paragraph 101 are inconsistent with those documents, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 101.

102. Paragraph 102 states a legal conclusion to which no response is required. To the extent a response is required, Defendants state that the relevant provisions of ERISA speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 102.

103. Defendants admit that, during the Class Period, Plan Trustees met at least twice a year to discuss subjects including the Plan. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 103.

104. The allegations in paragraph 104 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants admit that, during the Class Period, Plan Trustees reviewed and monitored the investment options offered in the Plan's line-up, including at Trustee meetings. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 104.

105. The allegations in paragraph 105 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 105.

106. The allegations in paragraph 106 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 106.

107. The allegations in paragraph 107 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 107.

108. The allegations in paragraph 108 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 108.

109. The allegations in paragraph 109 contain legal conclusions and characterizations to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 109.

110. Defendants lack sufficient information to admit or deny the allegations in paragraph 110 concerning Plaintiffs' knowledge and access to information and therefore deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 110.

**V. CLASS ACTION ALLEGATIONS**

111. Defendants admit that Plaintiffs assert claims on behalf of a class as alleged in paragraph 111. Defendants deny that Plaintiffs are entitled to any relief on any of their claims.

112. Paragraph 112 states a legal conclusion to which no response is required. To the extent paragraph 112 contains statements inconsistent with those contained in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), Defendants deny the allegations in paragraph 112.

113. Paragraph 113 states a legal conclusion to which no response is required. To the extent paragraph 113 contains statements inconsistent with those contained in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), Defendants deny the allegations in paragraph 113.

114. Paragraph 114 states legal conclusions to which no response is required. To the extent paragraph 114 contains statements inconsistent with those contained in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), Defendants deny the allegations in paragraph 114 and all of its subparts.

115. Paragraph 115 states a legal conclusion to which no response is required. To the extent paragraph 115 contains statements inconsistent with those contained in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), Defendants deny the allegations in paragraph 115.



116. Paragraph 116 states a legal conclusion to which no response is required. To the extent paragraph 116 contains statements inconsistent with those contained in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), Defendants deny the allegations in paragraph 116.

117. Defendants lack sufficient information to admit or deny the allegations in paragraph 117 and therefore deny those allegations.

118. Paragraph 118 states a legal conclusion to which no response is required. To the extent paragraph 118 contains statements inconsistent with those contained in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), Defendants deny the allegations in paragraph 118.

119. Paragraph 119 states a legal conclusion to which no response is required. To the extent paragraph 119 contains statements inconsistent with those contained in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3), Defendants deny the allegations in paragraph 119 and all of its subparts.

## **VI. CLAIMS FOR RELIEF**

### **COUNT I**

120. Defendants incorporate their responses to paragraphs 1 through 119 as if set forth fully herein.

121. Paragraph 121 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 121.

122. Paragraph 122 states a legal conclusion to which no response is required. To the extent a response is required, Defendants state that the relevant provisions of ERISA speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 122.

123. Paragraph 123 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 123.

124. Paragraph 124 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 124.

125. Paragraph 125 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 125.

126. Paragraph 126 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 126.

## **COUNT II**

127. Defendants incorporate their responses to paragraphs 1 through 126 as if set forth fully herein.

128. Paragraph 128 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 128.

129. Paragraph 129 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 129.

130. Paragraph 130 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 130.

## **COUNT III**

131. Defendants incorporate their responses to paragraphs 1 through 130 as if set forth fully herein.

132. Paragraph 132 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 132.

133. Paragraph 133 states a legal conclusion to which no response is required. To the extent a response is required, Defendants state that the relevant provisions of ERISA speak for

themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 133.

134. Paragraph 134 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 134.

135. Paragraph 135 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 135.

136. Paragraph 136 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 136.

#### **COUNT IV**

137. Defendants incorporate their responses to paragraphs 1 through 136 as if set forth fully herein.

138. Paragraph 138 states a legal conclusion to which no response is required. To the extent a response is required, Defendants state that the relevant provisions of ERISA speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 138.

139. Paragraph 139 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 139.

140. Paragraph 140 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 140.

141. Paragraph 141 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 141.

#### **COUNT V**

142. Defendants incorporate their responses to paragraphs 1 through 141 as if fully set forth herein.

143. Paragraph 143 states a legal conclusion to which no response is required. To the extent a response is required, Defendants state that the relevant provisions of ERISA speak for themselves. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 143.

144. Paragraph 144 states a legal conclusion to which no response is required. To the extent a response is required, Defendants refer to the Plan's publicly available annual Form 5500s and participant disclosures for information concerning the investment options included in the Plan's line-up at various times. Defendants refer to the fund prospectuses and other governing documents, as well as fund fact sheets, for information concerning the availability and expense ratios of particular investment options and share classes thereof at various points in time. To the extent those documents contain information inconsistent with the allegations in paragraph 144, Defendants deny those allegations. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 144.

145. Paragraph 145 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 145.

146. Defendants acknowledge that the Second Amended Complaint refers to the Trustees who are successors to the individuals or entities that selected T. Rowe Price investment options for the Plan's line-up prior to the Class Period as "Successor Fiduciary Defendants." This characterization contains a legal conclusion to which no response is required in so far as it refers to these parties as "fiduciaries" under ERISA. The relevant statutory provisions speak for themselves.

147. Paragraph 147 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 147.

148. Paragraph 148 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 148.

149. Paragraph 149 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 149.

#### **COUNT VI**

150. Defendants incorporate their responses to paragraphs 1 through 149 as if set forth fully herein.

151. Paragraph 151 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 151 purports to rely on and describe the requirements of 29 U.S.C. § 1106, which speaks for itself. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 151.

152. Paragraph 152 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 152 purports to rely on 29 U.S.C. § 1002(14), which speaks for itself. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 152.

153. Paragraph 153 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 153.

154. Paragraph 154 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 154.

155. Paragraph 155 states a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 155.

#### **COUNT VII**

156. Defendants incorporate their responses to paragraphs 1 through 155 as if fully set forth herein.

157. Paragraph 157 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 157 purports to rely on 29 U.S.C. § 1132(a)(3), which speaks for itself. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 157.

158. Defendants admit that T. Rowe Price Associates, Inc. and T. Rowe Price Trust Company (referred to collectively in the Second Amended Complaint as the “T. Rowe Price Investment Affiliates”) served as investment advisors to certain investment options offered in the Plan’s line-up during the Class Period, and that those entities received compensation for the services they provided to those investment options. Defendants admit that T. Rowe Price Associates, Inc. and T. Rowe Price Trust Company are direct or indirect subsidiaries of T. Rowe Price Group, Inc. Except as expressly admitted or stated herein, Defendants deny the allegations in paragraph 158.

159. Paragraph 159 states legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 159.

160. Paragraph 160 states legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 160 and all of its subparts.

161. Paragraph 161 states legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 161.

162. Paragraph 162 states legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 162.

163. Paragraph 163 states legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations in paragraph 163.

**PRAYER FOR RELIEF**

Defendants admit that this action may be certified as a class action pursuant to Federal Rule of Civil Procedure 23, to the extent set forth in the stipulation entered by the parties to this case on May 1, 2019 (ECF No. 77-3). Defendants otherwise deny each and every allegation in Plaintiffs' Prayer for Relief and all of its subparts. Defendants deny the allegations, except those specifically admitted above, including each and every portion of the Second Amended Complaint requesting any relief.

**DEFENDANTS' AFFIRMATIVE DEFENSES**

Defendants assert the following affirmative and other defenses. In asserting these affirmative defenses, Defendants do not agree or concede that they have the burden of proof on any of the issues raised in these defenses, or that any particular issue or subject matter herein is relevant to Plaintiffs' allegations:

1. The Second Amended Complaint fails to state a claim upon which relief can be granted.
2. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations, the applicable statute of repose, and/or the doctrine of laches.
3. Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.
4. Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.
5. Plaintiffs lack standing under ERISA and/or Article III of the U.S. Constitution to assert their claims.
6. Plaintiffs' claims for liability for prohibited transactions are barred, in whole or in part, by the exemptions afforded in ERISA § 408, 29 U.S.C. § 1108, either directly or by authorization of the Department of Labor to issue regulatory exemptions.

7. Plaintiffs' claims are barred, in whole or in part, because the Second Amended Complaint seeks relief that cannot be obtained under ERISA §§ 409 and 502(a)(2), 29 U.S.C. §§ 1109 and 1132(a)(2), and it seeks relief that is not appropriate equitable relief under ERISA § 502(a)(3), 29 U.S.C. § 1132(a)(3).

8. Plaintiffs' claims are barred, in whole or in part, because any loss that Plaintiffs allege was not caused by the fault or wrongdoing of Defendants or persons and entities over which Defendants had responsibility or control.

9. Plaintiffs' claims for liability are barred, in whole or in part, by ERISA § 404(c), 29 U.S.C. § 1104(c), including that Plaintiffs exercised independent control over their investment elections in the Plan.

10. Any loss that Plaintiffs allege was due to the acts or omissions of persons or entities over which Defendants had no responsibility or control, including Plaintiffs, who exercised discretionary authority with respect to their individual accounts under the Plan and/or the management or disposition of the Plan's assets.

11. Plaintiffs' claims are barred to the extent they failed to mitigate any losses.

12. Plaintiffs' claims are barred, in whole or in part, to the extent they claim losses, damages, or other relief on account of acts or omissions by Defendants that arise out of settlor or sponsor duties with respect to the Plan.

13. Plaintiffs' claims are barred, in whole or in part, to the extent they have released such claims or covenanted not to sue.

14. Some or all of Plaintiffs' claims may be barred by release or payment.



15. Defendants reserve the right to assert and pursue additional defenses that may become known through discovery or otherwise and hereby reserve their right to amend their Answer to assert any such defense.

Respectfully submitted,

Dated: May 31, 2019

O'MELVENY & MYERS LLP

By: /s/Shannon M. Barrett  
Shannon M. Barrett

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**CERTIFICATE OF SERVICE**

I, Shannon M. Barrett, hereby certify that on May 31, 2019, I caused a copy of the foregoing document to be served upon all counsel of record via the CM/ECF system for the United States District Court for the District of Maryland.

/s/Shannon M. Barrett  
Shannon M. Barrett