

1 **WHATLEY KALLAS, LLC**
Edith M. Kallas (To Apply *Pro Hac Vice*)
2 380 Madison Avenue, 23rd Floor
New York, NY 10017
3 Tel: (212) 447-7060
Fax: (800) 922-4851

4 Alan M. Mansfield (Of Counsel, SBN: 125998)
5 10200 Willow Creek Road, Suite 160
San Diego, CA, 92131
6 Tel: (619) 308-5034
Fax: (855) 274-1888

7 Kristin Libby (SBN: 284292)
8 355 So. Grand Avenue, Suite 2450
Los Angeles, CA 90071
9 Tel: (310) 684-2504
Fax: (888) 331-9633

10 **CONSUMER WATCHDOG**
11 Harvey Rosenfield (SBN: 123082)
Pamela Pressley (SBN: 180362)
12 Jerry Flanagan (SBN: 271272)
2701 Ocean Park Blvd., Suite 112
13 Santa Monica, CA 90405
Tel: (310) 392-0522

14 **Attorneys for Plaintiff**

15
16 **IN THE SUPERIOR COURT OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF SAN DIEGO**

18 **JOHN DOE, on behalf of himself and all**
19 **others similarly situated,**

20 **Plaintiff v.**

21 **BLUE CROSS OF CALIFORNIA, d/b/a**
22 **ANTHEM BLUE CROSS; ANTHEM**
23 **BLUE CROSS LIFE AND HEALTH**
24 **INSURANCE COMPANY; and DOES 1-**
25 **10, inclusive,**

26 **Defendants.**

Case No.

27 **CLASS ACTION COMPLAINT**

(1) Violation of Unfair Competition Law,
Business and Professions Code § 17200;

(2) Common Counts and Assumpsit/Common
Law Restitution;

(3) Breach of the Implied Covenant of Good
Faith and Fair Dealing;

(4) Declaratory Relief;

(5) Violation of Unruh Civil Rights Act, Cal.
Civ. Code Section 51, *et seq.*

28 **Jury Trial Demanded**

1 Plaintiff, by and through the undersigned attorneys, brings this action on behalf of himself
2 and all others similarly situated against Defendants Blue Cross of California dba Anthem Blue
3 Cross, Anthem Blue Cross Life & Health Insurance Company and DOES 1-10, inclusive
4 (hereafter collectively “Blue Cross”, “Anthem Blue Cross” or “Defendants”).¹ Plaintiff alleges
5 the following on information and belief, except as to those allegations which pertain to the
6 named Plaintiff, which are alleged on personal knowledge:

7 **NATURE OF THE ACTION**

8 1. Plaintiff brings this action on behalf of himself and on behalf of a class of
9 California residents who currently reside in California and are currently enrolled in a Blue Cross
10 individual plan contract with prescription benefits and have been prescribed HIV/AIDS-related
11 maintenance medication drugs (the “Class”). Plaintiff anonymously² brings this action to
12 challenge Blue Cross’s discriminatory business practices targeting consumers enrolled in
13 individual Blue Cross health plans who suffer from HIV/AIDS. In a change that was to become
14 effective on January 1, 2013, and has just been delayed to March 1, 2013, Blue Cross enrollees
15 purchasing “specialty medicines” to treat HIV/AIDS and other serious illnesses will no longer be
16 allowed to access pharmacy benefits, including prescription drugs, essential counseling, and
17 discounts, at their local brick and mortar pharmacy (“retail pharmacy”) unless they can obtain a
18 “hardship” waiver every six months under certain unspecified criteria from Anthem Blue Cross
19 (hereafter, the “Program”). Instead, these Anthem Blue Cross customers must order their
20 specialty medicines from a mail order pharmacy of Anthem Blue Cross’s choosing, CuraScript.
21 As of March 1, 2013, using a retail pharmacy will be considered going “out-of-network” for these
22 seriously ill consumers who will be required to pay full price for their specialty medicines, many

23 ///

24 _____
25 ¹ Blue Cross of California is a “health care service plan” regulated by the California Department
26 of Managed Health Care (“DMHC”). Anthem Blue Cross Life and Health Insurance Company
27 is regulated by the California Department of Insurance (“CDI”). Coverage sold by Blue Cross is
28 referred to herein as “health plan” or “plan.” “Enrollees” and “members” refer to individuals
enrolled in Blue Cross health plans.

² Due to the sensitive nature of this action, Plaintiff has chosen to file under a fictitious name.
(See, e.g., *Jane Doe 8015 v. Sup. Ct.*, 148 Cal.App.4th 489 (2007) [patient allowed to proceed
anonymously when suing a laboratory after acquiring HIV from a reused needle].)

1 costing several thousand dollars each month. In its November 2012 form letter (the “Letter”) to
2 patients (see Ex. 1, which is incorporated herein by reference), Anthem wrote:

3 “Using a retail pharmacy will be considered going out-of-network. And your
4 plan doesn’t have coverage for that. *So you’ll have to pay the full price of the
drug.*”

5 (Emphasis added.)

6 2. Since 1959 California law has barred exactly the type of discriminatory business
7 activity that Blue Cross is engaged in. The Unruh Civil Rights Act (“Unruh” or “Act”)
8 specifically outlaws discrimination based on “sex, race, color, religion, ancestry, national origin,
9 *disability, medical condition, genetic information, marital status, or sexual orientation*” and
10 provides that all persons are “free and equal” and “entitled to the full and equal
11 accommodations, advantages, facilities, privileges, or services in all business establishments of
12 every kind whatsoever.” (Civ. Code § 51(b).) HIV/AIDS is a “medical condition” and a
13 “disability” under Unruh. Anthem Blue Cross’s conduct is unlawful, unfair and fraudulent, and
14 therefore violates California Business & Professions Code section 17200, *et seq.*, and the other
15 laws detailed below.

16 3. As a result of this practice, thousands of consumers in California with a serious,
17 chronic disease and disability either already have or could soon find themselves unable to get
18 their prescription drugs from community pharmacies, causing injury to those consumers as
19 detailed below.

20 4. In late November 2012, patients needing specialty medications — most of them
21 HIV/AIDS patients, as well as those with cancer, autoimmune conditions and other disease states
22 — covered by Anthem Blue Cross received letters from Anthem Blue Cross stating that starting
23 January 1, 2013, their prescription drugs will be covered for in-network payment and
24 reimbursement only if they obtain them exclusively through mail order from CuraScript, a mail-
25 order pharmacy owned by pharmacy benefit manager Express Scripts. Those who desire to
26 continue to use their retail pharmacies will have to shoulder the full cost of their drugs as an “out
27 of network” payment—at a cost of potentially thousands of dollars each month.

28 ///

1 5. In response to concerns expressed by members of the Class through counsel,
2 Anthem Blue Cross recently sent a letter to affected Class members (received after the initial
3 January 1 deadline) that this program has been deferred until March 1, 2012, as detailed below.
4 However, absent further action members of the Class must use CuraScript unless they obtain a
5 “hardship” waiver that will be in the sole discretion of Anthem Blue Cross based on unspecified
6 criteria. As a result, not only will their level of service be materially reduced, they will also have
7 their individual costs increased, even if they use the mail order requirement, by not being able to
8 receive the benefits of discounts and co-pay waivers that they presently receive but that are not
9 available through the mail-order service.

10 6. This material change and reduction in benefits also means that patients do not
11 have access to the kind of face-to-face interaction that many of them need and that specialty
12 pharmacies provide. Class members will lose those services, and doing so will threaten the
13 continuity of care they presently receive. By implementing such practices, Anthem Blue Cross
14 will thus reduce the quality of prescription drug care provided to thousands of Class members by
15 forcing enrollees to use CuraScript. As a result of this act and practice, many Class members
16 have already expended resources in response to this announcement, and presently are threatened
17 with substantial, imminent, and irreparable harm. This harm includes a grave threat to their
18 health and safety.

19 7. This harm is not conjectural or speculative, but real, imminent and appreciable.
20 “Putting a label on the bottle — that’s the least of what we do,” Marva Brannum, a clinical
21 pharmacist at Edwin’s Prescription Pharmacy in North Hollywood, California, has explained.
22 Mr. Brannum, who has worked with HIV and AIDS patients for nearly 30 years, said working
23 with patients also includes knowing the psychological and social issues involved with their
24 disease states and providing a critical informed link between doctor and patient. Importantly,
25 working with patients directly allows pharmacists to monitor for potential adverse drug
26 interactions. “We are an extension of the patient’s clinical team,” Brannum said. Implementing
27 this change will thus reduce the overall quality of care Class members receive, since it is not only
28 just a question of knowing the drugs the patient uses, but also knowing the patient and all of their

1 medical needs. “The most intricate part that leads to quality outcomes and leads to decreased
2 costs for us is knowing the patient in total,” Brannum said. Patients who need specialty
3 medicines and suffer from complex disease require complex treatment. The pharmacist is an
4 effective member of the treatment team, who helps to closely monitor the patient’s condition.
5 Pharmacists that provide these rare, expensive drugs build strong personal and clinical
6 relationships with their patients, making sure that they receive the drugs they need when they
7 need them and even providing them discounts for these expensive medications. Most also
8 provide a full slate of advising and counseling services to help patients and their families navigate
9 the challenges of living with a chronic and often debilitating condition. Many specialty
10 pharmacies also have programs to help low-income patients afford their ever rising co-pays.
11 Thus, taking the pharmacist, and the specialty pharmacy where they provide their services, out of
12 the treatment equation results in a loss and injury to Class members as well as lessens the quality
13 of care they receive.

14 8. HIV/AIDS patients are particularly hard hit and discriminated against by Anthem
15 Blue Cross’s unilateral decision that patients needing specialty drugs to treat their conditions must
16 buy them exclusively from the mail-order pharmacy CuraScript unless they obtain a hardship
17 waiver. As one Class member, who is HIV-positive and takes a drug called Atripla to help
18 prevent his condition from transforming into full-blown AIDS, stated: “Who is Anthem to tell me
19 where I have to buy my medicine? Why should I have to buy it from some mail-order company
20 instead of the drugstore that I have been going to for a long time?”

21 9. Anthem Blue Cross’s mandatory mail order program has specifically targeted,
22 among others with chronic conditions, individuals that are HIV-positive or have full-blown
23 AIDS. The Program denies full and equal access to utilize the drug delivery mechanism and
24 pharmacies of their choice specifically because of their disability and/or medical condition
25 through the cost of treatment, since at the same time other non-HIV/AIDS-positive Anthem Blue
26 Cross enrollees under the same plans will continue to enjoy full and equal access to the
27 pharmacies of their choice. This is an arbitrary and harmful distinction, since in caring for HIV
28 and AIDS patients in particular, pharmacists’ roles are even more important. The ability for

1 pharmacists to be able to closely monitor drug regimens is life-saving in many instances.
2 Because there is no cure for HIV and AIDS, the virus continually mutates around the
3 medications prescribed to treat the diseases. Close monitoring as well as adherence to drug
4 regimens for HIV and AIDS patients is vitally important. Mail order pharmacies also may lack
5 the ability to fully monitor drug interactions since most HIV and AIDS patients are on multiple
6 medications as a result of the high number of known adverse side effects of prescribed HIV and
7 AIDS medications. Unless Class members switch over all of their prescriptions, Anthem Blue
8 Cross's captive mail order pharmacy will not likely have a record of all the medications the
9 patient is prescribed.

10 10. Moreover, CuraScript may also not ship needed medication in time to start a new
11 course of needed therapy immediately. Additionally, it runs the very real risk of delayed, lost or
12 stolen shipments, resulting in dire consequences for many patients who are on strict medication
13 regimes. Yet, Blue Cross appears to have no failsafe procedure in place to allow consumers to
14 purchase medications at retail pharmacies in the event that mail-order shipments from
15 CuraScript are delayed, lost, or stolen.

16 11. Anthem Blue Cross proposes to replace the present, on-going, close relationship
17 between pharmacist and patient with an 800 number outsourced to an unidentified vendor at an
18 unknown remote location and that, as Plaintiff alleges below, does not provide the same or
19 similar level of service and benefits.

20 12. In addition to the potentially serious health consequences of the Program
21 discussed herein, Class members' fundamental and inalienable right to privacy is also
22 threatened. Under the Program, HIV/AIDS medications will be, in many instances, delivered to
23 a home or business. Neighbors and co-workers, who do not know that the recipient has
24 HIV/AIDS, would quickly realize that the recipient is suffering from a serious ailment.
25 Alternatively, requiring the recipient to be present when the package is delivered forces the
26 patient to obtain needed medications on the schedule of the delivery person as compared to their
27 own and raises further privacy issues.

28 ///

1 13. Blue Cross enrollees with HIV/AIDS and other seriously ill consumers cannot
2 seek individual coverage from another health care service company that provides access to retail
3 pharmacies offering these specialized medicines because those enrollees cannot pass “medical
4 underwriting,” the process through which a health care service plan evaluates a consumer’s
5 medical risk, and on that basis, determines whether to sell coverage to that individual at all or
6 whether to provide some coverage but exclude certain “pre-existing health conditions.”³

7 14. Anthem Blue Cross has admitted it is engaging in this program in a quest for
8 further profits, and thus appears to be putting such profits over the safety and needs of their
9 enrollees: “As part of our efforts to enhance healthcare affordability, Anthem Blue Cross has
10 contracted with a vendor to purchase certain high-cost specialty drugs in bulk and provide them
11 via home delivery to our members,” Anthem Blue Cross spokesman Darrel Ng told *Drug Store*
12 *News* in December 2012. “This action, among many others undertaken by our company, helps
13 moderate healthcare costs. We think this is important at a time when businesses and
14 individuals are deciding whether they can afford to continue to maintain health benefits
15 coverage.” Though Blue Cross claims that the Program will save the company and patients
16 money, the reality is that many Class members will pay more for drugs as a result of losing
17 access to discounts and rebates available only at retail pharmacies. Additionally, there is no
18 indication that any “savings” realized by Blue Cross will be passed on to Class members.

19 15. While mail-order may be appropriate for some patients, it is not for all patients
20 with complex, chronic conditions like HIV/AIDS, where pharmacists do more than merely
21 dispense the specialty medications. As described below, requiring all of these patients to use
22 mail order unless they meet some unstated criteria will more likely lead to significantly
23 *increased* health care costs, rather than less, making Blue Cross’s statement above misleading, if
24 not untrue, for persons taking HIV/AIDS medications.

25 ///

26 _____

27 ³ Companies such as Blue Shield use medical underwriting to deny coverage to consumers for
28 even very minor health problems—including those with allergies and acne. Press Release,
Consumer Watchdog, Internal Documents Show Insurers Won’t Sell Health Policies to Cops,
Firefighters, Expectant Dads, Allergy & Acne Sufferers (Jan. 8, 2007), *available at*
<http://www.consumerwatchdog.org/patients/articles/?storyId=15166>.

1 16. Plaintiff seeks an order of this Court enjoining Anthem Blue Cross's threatened
2 and continued violations of law. Plaintiff also seeks damages, restitution and disgorgement
3 based on the profits generated by Defendants' conduct that violates California law.

4 **THE PARTIES**

5 17. Plaintiff JOHN DOE is a resident of San Diego, California. JOHN DOE is an
6 enrollee in an individual Anthem Blue Cross health care services plan contract and has been
7 since 1995. JOHN DOE has been prescribed HIV-related medications targeted in Blue Cross's
8 mail-order requirement and currently has the prescriptions filled at a pharmacy based in San
9 Diego County. As set forth below, he has already lost money or property and been injured in
10 fact as a result of the illegal acts and practices of Defendants.

11 18. Defendants Anthem Blue Cross of California and Anthem Blue Cross Life and
12 Health Insurance Company are corporations duly organized and existing under the laws of the
13 State of California, with their principal places of business located in Thousand Oaks, California,
14 and are authorized to transact and are transacting the business of providing health care services
15 in this state.

16 19. The true names, roles and/or capacities of Defendants named as DOES 1 through
17 10, inclusive, are currently unknown to Plaintiff and, therefore, are named as Defendants under
18 fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will
19 identify their true identities and their involvement in the wrongdoing at issue if and when they
20 become known. Defendants' conduct described herein was undertaken or authorized by Blue
21 Cross's officers or managing agents who were responsible for supervision and operations
22 decisions. The described conduct of said managing agents and individuals was therefore
23 undertaken on behalf of Blue Cross. Blue Cross further had advance knowledge of the actions
24 and conduct of said individuals whose actions and conduct were ratified, authorized, and
25 approved by managing agents. Their precise identities are unknown to Plaintiff at this time and
26 are therefore identified and designated herein as Does 1 through 10.

27 ///

28 ///

1 **JURISDICTION AND VENUE**

2 20. This Court has jurisdiction over this action under Article VI, section 10 of the
3 California Constitution and section 410.10 of the Code of Civil Procedure. Jurisdiction is also
4 proper under Business & Professions Code section 17200, *et seq.*

5 21. This Court has jurisdiction over Anthem Blue Cross, a resident of the State of
6 California.

7 22. Jurisdiction over Anthem Blue Cross is also proper because Anthem Blue Cross
8 has purposely availed itself of the privilege of conducting business activities in California and
9 because Anthem Blue Cross currently maintains systematic and continuous business contacts
10 with this State, and has many thousands of affected enrollees who are residents of this State and
11 who do business with Anthem Blue Cross.

12 23. Plaintiff does not assert any claims arising under the laws of the United States of
13 America. The amount in controversy in this action does not exceed \$74,999 with respect to each
14 Plaintiff’s claim and the claim of each Class member. Moreover, all Class members are
15 currently residents of the State of California.

16 24. Venue is proper in this Court because Plaintiff and many Class members either
17 reside or did business with Anthem Blue Cross in this County, Anthem Blue Cross engaged in
18 business in this County, and because Anthem Blue Cross received substantial profits from
19 enrollees who reside in this County.

20 **STATUTORY SCHEME**

21 25. Article 1, Section 1 of the California Constitution guarantees “all people” the
22 right to privacy:

23 All people are by nature free and independent and have inalienable rights. Among these
24 are enjoying and defending life and liberty, acquiring, possessing, and protecting property,
25 and pursuing and obtaining safety, happiness, and privacy.

26 26. Many of the Anthem Blue Cross individual plan contracts that are the subject of
27 this class action, including the plan in which Plaintiff is enrolled, are regulated under California

28 ///

1 Health & Safety Code sections 1340 through 1399.99 (the “Knox-Keene Act”). The remainder
2 of the Blue Cross health plans at issue are regulated under the Insurance Code.

3 27. In adopting the Knox-Keene Act, it was the “intent and purpose of the Legislature
4 to promote the delivery and the quality of health and medical care to the people of the State of
5 California” by:

6 (a) Ensuring the continued *role of the professional* as the determiner of the
7 patient’s health needs which fosters the traditional relationship of trust and
confidence between the patient and the professional.

8 (b) Ensuring that subscribers and enrollees are *educated and informed of the*
9 *benefits and services available* in order to enable a rational consumer choice in
the marketplace.

10 (c) Prosecuting malefactors who make *fraudulent solicitations or who use*
11 *deceptive methods, misrepresentations, or practices* which are inimical to the
general purpose of enabling a rational choice for the consumer public.

12 (d) Helping to *ensure the best possible health care for the public at the*
13 *lowest possible cost* by transferring the financial risk of health care from patients
to providers.

14 * * *

15 (g) Ensuring that subscribers and enrollees receive available and accessible
16 health and medical services rendered in a manner *providing continuity of care.*
...”

17 (Health & Saf. Code § 1342.)

18 28. The Legislature has declared that the State of California has an interest in
19 ensuring that all people have ready and reasonably available access to HIV medications:

20 (a) State-of-art knowledge regarding treatment of people infected with
21 the human immunodeficiency virus (HIV) indicates that active HIV infection
(AIDS) can be a manageable, though chronic, condition with the use of drugs
22 such as zidovudine (AZT), aerosolized pentamidine, and ganciclovir. AIDS
experts across the nation agree that early intervention with these drugs can
23 prolong life, minimize the related occurrences of more serious illnesses, reduce
more costly treatments, and maximize the HIV-infected person's vitality and
24 productivity.

25 (b) For reasons of compassion and cost effectiveness, ***the State of***
California has a compelling interest in ensuring that its citizens infected with
the HIV virus have access to these drugs.

26 (Health & Saf. Code § 120950.)

27
28 ///

1 disorder that is serious in nature and that persists without full cure or
2 worsens over an extended period of time or requires ongoing treatment to
3 maintain remission or prevent deterioration. *Completion of covered*
4 *services shall be provided for a period of time necessary to complete a*
5 *course of treatment and to arrange for a safe transfer to another*
6 *provider, as determined by the health care service plan in consultation*
7 *with the enrollee and the terminated provider or nonparticipating provider*
8 *and consistent with good professional practice. Completion of covered*
9 *services under this paragraph shall not exceed 12 months from the*
10 *contract termination date or 12 months from the effective date of*
11 *coverage for a newly covered enrollee.*

12 * * *

13 (See also Ins. Code § 10133.56.)

14 31. Health & Safety Code section 1367, subdivision (h)(1) provides that “contracts
15 with subscribers and enrollees, including group contracts, and contracts with providers, and other
16 persons furnishing services, equipment, or facilities to or in connection with the plan, shall be
17 *fair, reasonable, and consistent with the objectives of [the Knox-Keene Act].*” Health & Safety
18 Code section 1367, subdivision (e)(1) requires “All services shall be readily available at
19 reasonable times to each enrollee consistent with good professional practice.”

20 32. Health & Safety Code section 1360, bars deceptive Evidence of Coverages
21 (“EOCs”) that misstate the prescription drug benefits available under the plan, and untrue or
22 misleading printed and verbal statements regarding benefits and coverage:

23 “(a) No plan . . . or representative shall use or permit the use of any
24 advertising or solicitation which is untrue or misleading, or any form of evidence
25 of coverage which is deceptive. For purposes of this article:

26 * * *

27 (2) *A written or printed statement or item of information shall be deemed*
28 *misleading* whether or not it may be literally true, if, in the total context in which
the statement is made or such item of information is communicated, such
statement or item of information may be understood by a person not possessing
special knowledge regarding health care coverage, *as indicating any benefit or*
advantage, or the absence of any exclusion, limitation, or disadvantage of
possible significance to an enrollee, or potential enrollee or subscriber, in a
plan, and such is not the case.

(3) *An evidence of coverage shall be deemed to be deceptive* if the evidence
of coverage taken as a whole and with consideration given to typography and
format, as well as language, shall be such as to cause a reasonable person, not
possessing special knowledge of plans, and evidence of coverage therefor to

1 *expect benefits, service charges, or other advantages which the evidence of*
2 *coverage does not provide or which the plan issuing such coverage or evidence*
3 *of coverage does not regularly make available to enrollees or subscribers covered*
4 *under such evidence of coverage.*

5 (b) *No plan, or solicitor, or representative shall use or permit the use of any*
6 *verbal statement which is untrue, misleading, or deceptive or make any*
7 *representations about coverage offered by the plan or its cost that does not*
8 *conform to fact. All verbal statements are to be held to the same standards as*
9 *those for printed matter provided in subdivision (a)."*

10 33. Similarly, Insurance Code sections 10603 and 10604 require health plans to
11 "provide, in easily understood language . . . and in a uniform, clearly organized manner"
12 information including the "principal benefits and coverage of the disability insurance policy"
13 and the "exceptions, reductions, and limitations that apply to such policy."

14 34. The Unruh Civil Rights Act, which applies to health plans at issue here, provides
15 that, "[a]ll persons within the jurisdiction of this state are free and equal, and no matter what
16 their sex, race, color, religion, ancestry, national origin, *disability, medical condition*, genetic
17 information, marital status, or *sexual orientation* are entitled to the full and equal
18 accommodations, advantages, facilities, privileges, or services in all business establishments of
19 every kind whatsoever." (Civ. Code § 51(b), emphasis added.)⁴

20 35. Under Unruh, "'Disability' means any mental or physical disability as defined in
21 Sections 12926 and 12926.1 of the Government Code." (Civ. Code § 51(e)(1).) "Physical and
22 mental disabilities include, but are not limited to, chronic or episodic conditions such as
23 *HIV/AIDS*, hepatitis, epilepsy, seizure disorder, diabetes, clinical depression, bipolar disorder,
24 multiple sclerosis, and heart disease." (Gov. Code § 12926.1 (c), emphasis added.)

25 36. Discrimination on the basis of a disease or disorder passed on from one
26 generation to the next generation—like HIV/AIDS (which can be passed from mother to fetus in

27 ⁴ Similarly, Health & Safety Code section 1357.52 (see also Insurance Code section 10198.9)
28 applying to employer-provider health plans provides: "[A] plan may not exclude any eligible
employee or dependent who would otherwise be entitled to health care services on the basis of
any of the following: the *health status, the medical condition*, including both physical and
mental illnesses, the claims experience, the medical history, the genetic information, or the
disability or evidence of insurability including conditions arising out of acts of domestic violence
of that employee or dependent. No plan contract may limit or exclude coverage for a specific
eligible employee or dependent by type of illness, treatment, medical condition, or accident,
except for preexisting conditions as permitted by Section 1357.06." (Emphasis added.)

1 utero)—constitutes unlawful discrimination on the basis of “genetic information” which is
2 defined in part as “*the manifestation of a disease or disorder in family members of the*
3 *individual.*”⁵

4 37. Finally under Unruh, unlawful discrimination on the basis of “‘Sexual
5 orientation’ has the same meaning as defined in subdivision (r) of section 12926 of the
6 Government Code.” (Civ. Code § 51(e)(7).) Under the Government Code, “‘Sexual orientation’
7 means heterosexuality, homosexuality, and bisexuality.” (Gov. Code § 12926(r).)

8 38. Unruh prohibits business establishments from “engaging in any form of arbitrary
9 discrimination.” Unruh addresses concerns “not only with access to business establishments, but
10 with *equal treatment of patrons in all aspects of the business.*” The Act is given a liberal
11 construction with a view to effectuating its purposes.

12 39. The California Consumers Legal Remedies Act, Cal. Civ. Code section 1750, *et*
13 *seq.*, is a statute that is to be liberally construed and applied to promote its underlying purposes
14 “which are to protect consumers against unfair and deceptive business practices and to provide
15 efficient and economical procedures to secure such protection.” In order to promote those goals,
16 the Legislature has set forth numerous “unfair methods of competition and unfair and deceptive
17 practices” that are not to be undertaken by businesses in transactions intended to result in the
18 sale of goods or services to consumers.

19 40. Finally, title 28 of the California Code of Regulations, section 1300.67.24(b)(4),
20 bars a health care service plan from adopting a mandatory prescription drug mail-order program

21 ///

22 _____
23 ⁵ “‘Genetic information’ means, with respect to any individual, information about any of the
24 following:

25 (i) The individual’s genetic tests.

26 (ii) The genetic tests of family members of the individual.

27 (iii) *The manifestation of a disease or disorder in family members of the individual.*

28 (B) ‘Genetic information’ includes any request for, or receipt of, genetic services, or
participation in clinical research that includes genetic services, by an individual or any family
member of the individual.

(C) ‘Genetic information’ does not include information about the sex or age of any individual.”
(Unruh, § 51(2)(A), emphasis added.)

1 unless the program has a fail-safe mechanism in place in the event a shipment is delayed and the
2 patient as provided a 90-day supply of medication:

3 The mail order pharmacy process shall conform effectively and efficiently with a
4 plan's processes for prior authorization for coverage of medically necessary
5 drugs as required by the Act, *and shall include standards for timely delivery and
6 a contingency mechanism for providing the drug if a mail order provider fails to
7 meet the delivery standards.*

8 * * *

9 (d)(3)(C) A plan may establish a mandatory mail order process for maintenance
10 drugs when dispensed in a three months supply or greater quantities, but shall not
11 impose any fees or costs for mandatory mail order prescriptions other than the
12 applicable copayment or coinsurance. *A plan shall not require an enrollee to fill
13 a prescription by mail if the prescribed drug is not available to be filled in that
14 manner.*

15 FACTUAL ALLEGATIONS

16 41. Many patients with HIV/AIDS choose to keep their medical condition private due
17 to its highly sensitive nature and for fear of social, economic, and personal reprisals. Class
18 members' privacy is threatened by the Program as the consumer may no longer acquire the
19 medications in a private setting with medical professionals who are sensitive to the patients'
20 concerns for privacy. Instead, the patient's HIV/AIDS medications will be delivered at their
21 doorstep, likely often left in open view unless required to be signed for, in which case actual
22 receipt of critical medication is on the schedule of the delivery person rather than the Class
23 member, and the person who signs for it may not necessarily be the patient.

24 42. Anthem Blue Cross announced in the Letter sent to members of the Class and
25 others dated November 12, 2012 that it intended to institute a mandatory mail order program for
26 patients suffering from a list of serious illnesses requiring specified "specialty medicines." In
27 the Letter, Blue Cross informed enrollees with HIV/AIDS and others with serious illnesses that
28 as of January 1, 2013 they could no longer use brick and mortar pharmacies to purchase certain
"specialty medications." Instead, those enrollees must only purchase the specialty medications
used to treat a targeted list of serious health conditions from a mail-order pharmacy of Blue
Cross's choosing, which is CuraScript. The start date of the program was later delayed to March
1, 2013 partially as a result of efforts of Plaintiff's Counsel to stop this practice. However, as of

1 March 1, HIV/AIDS patients will lose a critical member of their care team, as well as suffer
2 further damage and lose money or property by not having access to discounts and rebates that
3 are not available through the mail-order service but further ensure the affordability of the costly
4 medications.

5 43. In the Letter, Blue Cross informed enrollees that (at least for the list of specialty
6 medicines attached to the Letter) retail pharmacies will be considered “**out of network . . . [a]nd**
7 **your plan doesn’t have coverage for that. So you’ll have to pay full price of the drug.**”

8 44. Blue Cross’s change in policy is targeted at consumers purchasing certain
9 specialty medicines to treat specifically identified medical conditions and diseases. Blue Cross’s
10 Letter announcing the change specifically lists the following health conditions with the
11 corresponding specialty medicines used to treat them listed beneath each health condition
12 heading: Age-Related Macular Degeneration, Blood Cell Deficiency, Cancer, women’s
13 contraceptive drugs, Cytomegalovirus (aka “Herpes”), Endocrine Disorders, Enzyme Disorders,
14 Growth Hormones, Hemophilia, Hepatitis B, Hepatitis C, Hereditary Angioedema, HIV/AIDS,
15 Immunodeficiency, Immunosuppressant [used to treat Organ Transplants, Bone Marrow
16 Transplants, Crohn’s disease], Infertility, Inflammatory Conditions, Iron Toxicity, Miscellaneous
17 Specialty Conditions, Multiple Sclerosis, Osteoarthritis, Osteoporosis, Pulmonary Hypertension
18 [resulting from HIV infection among other causes], Respiratory Conditions [including
19 Emphysema and Cystic Fibrosis], RSV Prevention [including congenital heart disease].

20 45. While there may be instances where mail order delivery makes sense to the
21 enrollees, Blue Cross’s change in policy creates a potential health risk for HIV/AIDS patients
22 that require time sensitive treatments if mail order drugs are delayed or mis-delivered. Retail
23 pharmacists who work at specialty retail pharmacies have direct contact with patients and can
24 remedy these kinds of problems immediately. As a result, Blue Cross enrollees impacted by the
25 change in practice are at greater risk of experiencing severe health consequences.

26 46. Plaintiff JOHN DOE is HIV positive and enrolled in an individual Blue Cross
27 PPO Share 500. JOHN DOE has also undergone a quadruple by-pass following a recent heart
28 attack. JOHN DOE has been a member of Blue Cross since approximately 1995.

1 47. JOHN DOE’s prescription drug plan contracts are subject to the various Health &
2 Safety Code provisions discussed above, as well as the Unruh Act.

3 48. JOHN DOE’s EOC contains the following provisions regarding the health plan’s
4 prescription drug benefits:

- 5 • At “In-Network” retail pharmacies, the consumer will be responsible for “100%
6 of [Negotiated Fee Rate] until \$250 Brand Name Deductible is satisfied then \$20
7 Copayment if no Generic is available.”
- 8 • At “Out of Network” retail pharmacies Blue Cross shall reimburse the consumer
9 “50% of the Drug Limited Fee Schedule amount less the Copayment/Coinsurance
10 . . .” For Out Of Network Retail Pharmacies, the EOC states “Mail Order Not
11 Applicable.”
- 12 • The EOC defines “Maintenance Prescription Drugs” as Prescription Drugs which
13 are taken for an extended period of time to treat a medical condition.
- 14 • The EOC provides that “Maintenance Drugs *can be purchased through the mail*,
15 requiring the following Copayment to be submitted for each Prescription.”
- 16 • The EOC defines “Non-Participating Pharmacy” as a “Pharmacy which does not
17 have a Participating Pharmacy Agreement in effect with or for the benefit of
18 Anthem at the time services are rendered. In most instances, you will be
19 responsible for a larger portion of your pharmaceutical bill when you go to a
20 Non-Participating Pharmacy. “
- 21 • The EOC defines “Participating Pharmacy” as a Pharmacy which has a
22 Participating Pharmacy Agreement in effect with or for the benefit of Anthem at
23 the time services are rendered.”

24 49. JOHN DOE currently takes four HIV/AIDS specialty medications (Epzicom,
25 Lexiva, Norvir, and Viread) affected by the Blue Cross mail-order pharmacy requirement.
26 Shortly after receiving the Letter providing notice of the new program and acting in response
27 thereto as reasonably believing that was his only choice, he called CuraScript to set up a mail
28 order account as directed by Blue Cross. JOHN DOE has recently completely his enrollment in

1 the Program, and has received his first shipment of medications from CuraScript. In doing so he
2 has discovered that the Program offers a lower level of benefits and services compared to those
3 he regularly accessed at his local retail pharmacy. First, CuraScript does not provide the
4 prescription drug discounts and rebates available to him at his local specialty pharmacy, thus
5 making the drugs more expensive for JOHN DOE. The amounts at issue are material, since the
6 discounts and rebates available to JOHN DOE only at his local retail pharmacy save him \$140 a
7 month, reducing the \$35 co-payment required under his health plan to \$0 and covers his \$275
8 annual prescription drug deductible. As a result of the first shipment from CuraScript in
9 December 2012, JOHN DOE has already lost \$140 in money as a result of the Program. For his
10 January order, his first shipment for the year, JOHN DOE will need to pay \$275 out-of-pocket to
11 meet his prescription drug annual deductible in addition to the \$140 co-pay he would not have
12 had to pay at his local pharmacy. Thus for January 2013 alone, JOHN DOE's costs under the
13 Program are \$415, none of which he would pay at his local pharmacy. Additionally, JOHN
14 DOE will be required to pay \$140 out-of-pocket each month the Program is allowed to continue.
15 Furthermore, if JOHN DOE were to elect to continue purchasing his medications from his local
16 specialty pharmacy and use his desired pharmacist in order to access the services provided there
17 as outlined above, he would be required to pay approximately \$2,000 *each month* out of pocket.
18 Second, JOHN DOE has had to call CuraScript several times to complete his enrollment. Each
19 time he has called, JOHN DOE has been bounced between call center representatives for no
20 apparent reason, each having little or no information about his account, his health condition, or
21 the medications he requires. As a result, JOHN DOE has a real, substantiated fear about having
22 to continue to rely on CuraScript as his sole provider if the Program is his only choice, as well as
23 being used as a guinea pig for CuraScript to test its mail order program. He desires to not be
24 required to participate in the Program to ensure his continued access to life-saving medication.

25 50. Thus, Plaintiff and others similarly situated are currently facing a Hobson's
26 Choice – be forced to pay thousands of dollars each month out of pocket for medications
27 otherwise covered with their prescription drug health plan or lose hundreds of dollars in
28 discounts and moneys they presently receive, or forego using the pharmacist who understands

1 his or her required regimen and take advice from someone he or she has never met in some
2 unknown location. And they must make the decision to do so in the next 45 days to ensure
3 continuity of coverage.

4 51. Plaintiff and others have thus been injured in fact and lost money or property as a
5 result of Anthem Blue Cross's unlawful conduct, in that Anthem Blue Cross is forcing them to
6 make this election. As a result of Anthem Blue Cross's conduct, Plaintiff is already out of
7 pocket \$140 and will shortly be out an additional \$415, and has already spent hours dealing with
8 these issues. No matter what choice he makes, he will ultimately be required to pay significantly
9 higher amounts by participating in Anthem's Blue Cross's Program.

10 52. While Anthem Blue Cross has deferred the start of this Program until March 1,
11 2013 and claims Class members can "opt out" of the Program, all such requests must be in
12 writing, where that request will be reviewed by the Grievance and Appeals Department and
13 judged pursuant to some unknown and unstated criteria. Furthermore, such "opt-out" requests
14 must be renewed by the patient every six months. Thus Class members are left at the whim of
15 Defendants to decide whether their opt out will be honored or not, based on some unstated, non-
16 public criteria for making such a determination – including being potentially based on how many
17 Class members opt out of the Program. Absent being provided appropriate relief, this harm will
18 not only continue unabated but also, in all likelihood, injuries will continue to escalate.

19 **ANTHEM BLUE CROSS'S UNLAWFUL CONDUCT**

20 53. Anthem Blue Cross's practices violate numerous provisions of California law
21 outlined above.

22 54. First, as detailed above, the Program violates Class members' inalienable right to
23 privacy by eliminating their choice to keep their medical condition private by requiring public
24 delivery of their medications.

25 55. Blue Cross's actions also violate the "intent and purpose of the Legislature to
26 promote the delivery and the quality of health and medical care to the people of the State of
27 California" as enunciated in Health & Safety Code section 1342 outlined above by:

28 ///

- 1 • Severing the *role of the professional clinical pharmacist* in providing essential
2 counseling and other vital assistance which fosters the traditional relationship of
3 trust and confidence between the patient and the professional.
- 4 • Contravening the goal that enrollees are *educated and informed of the*
5 *prescription drug benefits and services available* under their health plans in order
6 to enable a rational consumer choice in the marketplace.
- 7 • Using deceptive methods, misrepresentations, or practices by misleading
8 consumers about the prescription drug benefits available under their health plans,
9 which is inimical to the general purpose of enabling a rational choice for the
10 consumer public.
- 11 • Undermining patient access to the best possible health care at the lowest possible
12 cost by forcing patient's to bear the financial risk of paying full price out of
13 pocket for specialty medicines and/or the financial risk of delayed or mis-
14 delivered specialty medications.
- 15 • Barring enrollees from receiving available and accessible health and medical
16 services rendered in a manner providing continuity of care by removing the retail
17 pharmacies and clinical pharmacist's providing the enumerated specialty
18 medicines from the patient's network of available providers.

19 56. As discussed above, Blue Cross's actions violate the intent and spirit of Health &
20 Safety Code sections 1365, 1366.20, *et seq.*, and 1399.810, and parallel Insurance Code sections
21 10273.6, 10128.50, *et seq.*, and 10901.8, which guarantee that seriously ill consumers may
22 renew their health plan coverage by making the terms of their coverage potentially unaffordable.
23 Blue Cross's actions constitute an unlawful constructive eviction from coverage that consumers
24 have a legal right to renew. For similar reasons, the Program violates the intent and spirit, if not
25 the letter, of the law as provided by Health & Safety Code section 120950. Although coverage
26 of HIV/AIDS medications is technically provided under the Program, due to the serious health
27 risks associated with the Program, the Program's threat to Class members' inalienable right to
28 privacy, and the prohibitively high cost of the medications in the event the consumer opts to
continue accessing care at a retail pharmacy, Blue Cross is, in effect, undermining, and
potentially eliminating, access to life-saving medications.

57. Blue Cross's conduct also violates Health & Safety Code section 1373.96 and
Insurance Code section 10133.56, which allows consumers who are in the course of treatment to
continue to receive treatment from their provider, including clinical pharmacists, even after the
health care service plan terminates its contract with the provider. HIV/AIDS is a "serious

1 chronic condition” for which Blue Cross most provide continuity of care under the statute. Here,
2 Blue Cross has failed to provide the required “period of time necessary to complete a course of
3 treatment and to arrange for a safe transfer to another provider.” Class members have effectively
4 been told by Blue Cross that as of March 1, 2013 they may no longer continue to have access to
5 the pharmacists that have been providing them care even though that care is on-going.

6 58. Blue Cross’s conduct violates Health & Safety Code section 1367(h)(1), which
7 requires that contracts with enrollees, and contracts with providers, like clinical pharmacists, to
8 be fair, reasonable, and consistent with all the objectives of the Knox-Keene Act. As outlined
9 herein, Blue Cross’s conduct violates the intent of the Legislature and various statutes under the
10 Knox-Keene Act referenced herein. Furthermore, Blue Cross’s conduct is neither fair nor
11 reasonable. Plaintiff and others similarly situated are suffering from serious illnesses. They
12 sought coverage in the first place to guarantee that they would have coverage in the event that
13 they became ill. They paid their monthly dues on time. State law guarantees that they can
14 renew their coverage indefinitely. However, Blue Cross has unilaterally adopted the Program,
15 making it difficult for Plaintiff and Class members to remain under Blue Cross coverage or
16 forcing them to make unacceptable choices in doing so. In these circumstances, Blue Cross’s
17 conduct is neither fair nor reasonable.

18 59. For similar reasons, the Program also violates Health & Safety Code 1367,
19 subdivision (e)(1), which requires that “[a]ll services shall be readily available at reasonable
20 times to each enrollee consistent with good professional practice.” As discussed in more detail
21 herein, delayed deliveries of mail-order drugs violate the “reasonable time” requirement, and
22 cutting off access to the patient’s pharmacist is inconsistent with “good professional practice.”

23 60. The Letter, Plaintiff’s and Class members’ EOCs, and oral communications
24 between Blue Cross and Plaintiff and others similarly situated, also violate Health and Safety
25 Code section 1360:

- 26 • The EOCs are deceptive because they state that Blue Cross’s reimbursement to
27 enrollees who purchase prescription drugs at “out of network” retail pharmacies
28 will be 50% of the Drug Limited Fee Schedule, less any required copayment by
the enrollee. In the Letter, Blue Cross has informed enrollees that (at least for the
list of specialty medicines attached to the Letter) retail pharmacies will be

1 considered “out of network . . . [a]nd your plan doesn’t have coverage for that. *So*
2 *you’ll have to pay full price of the drug.*” Therefore, the EOC causes a reasonable
3 consumer to “expect benefits, service charges, or other advantages” which the
4 EOC does not provide by increasing those charges by what could be several
5 thousand dollars per month, and is therefore “deceptive” under subsection (a)(3).

- 6 • Furthermore, the EOCs are deceptive as they define “Participating Pharmacy” as
7 one “which has a Participating Pharmacy Agreement in effect with or for the
8 benefit of Anthem at the time services are rendered.” Here, the retail pharmacies
9 in question ***have such an agreement in effect***; however, Blue Cross is treating the
10 pharmacies as out-of-network only for purposes of these specified specialty
11 medicines. Therefore, the EOC is deceptive per subdivision (a)(3) because the
12 EOC creates a reasonable expectation that ***any prescription drug*** will be available
13 at a retail pharmacy as long as that pharmacy has a Pharmacy Agreement with
14 Blue Cross.
- 15 • All telephone conversations between affected Blue Cross enrollees and Blue
16 Cross call center representatives during which Blue Cross misrepresented the
17 terms of Class members’ EOCs, or reiterated statements made in the Letter, are
18 “untrue, misleading, or deceptive” ***verbal statements*** under section 1360,
19 subdivision (b).
- 20 • Finally, the Letter itself is “misleading” under subdivision (a)(2) because it
21 misstates the prescription drug benefits due consumers under their health plans as
22 outlined above and conveyed to Class members the impression they had to make
23 a decision by January 1, 2013, when in fact that was not the case and they were
24 told that date had been deferred after the fact.

25 61. Similarly, the Class members’ EOCs also violate Insurance Code sections 10603
26 and 10604, which require health plans to “provide, in easily understood language . . . and in a
27 uniform, clearly organized manner” information including the “principal benefits and coverage
28 of the disability insurance policy” and the “exceptions, reductions, and limitations that apply to
such policy.” Here, the EOCs misrepresent the coverage under the health plans for the
medications in question, including the prescription drug benefits, as described above, and fail to
provide information about the “exceptions, reductions, and limitations” to the prescription drug
benefits embodied in the Program, as described herein.

62. Anthem Blue Cross’s Program violates the Unruh Civil Rights Act, Civil Code
section 51, *et seq.*, as the Program targets individuals with specific disease states. Here, Anthem
Blue Cross’s Letter announcing the Program lists the restricted drugs under headings indicating
the illnesses that they are used to treat (“Cancer . . . HIV/AIDS”). This list shows that Anthem
Blue Cross intends its policy change to impact people with serious medical conditions. In fact,
due to the specialized nature of the targeted medications, Anthem Blue Cross’s policy change

1 will only or predominantly impact subscribers with serious medical conditions, and specifically
2 for purposes of this Complaint, persons with HIV/AIDS. Furthermore, Unruh requires “equal
3 accommodations, advantages, facilities, privileges, or services in all business establishments of
4 every kind whatsoever” for all persons regardless of “disability [or] medical condition.” Anthem
5 Blue Cross’s Program would deny equal use of and access to community pharmacists and deny
6 prescription drug benefits due under their Blue Cross individual health plans for only these
7 people.

8 63. For similar reasons, such conduct also violates various provisions of the
9 Consumers Legal Remedies Act, Civil Code section 1770, because:

- 10 • By adopting the Program after Class members enrolled in coverage, Blue Cross
11 has “[r]epresented that goods or services have sponsorship, approval,
12 *characteristics*, ingredients, uses, *benefits*, or quantities which they do not have,”
13 in violation of subdivision (a)(5). (Emphasis added).
- 14 • By adopting the Program after marketing Class members’ health plans as having
15 comprehensive prescription drug benefits, Blue Cross has “[a]dvertis[ed] goods
16 or services with intent not to sell them as advertised,” in violation of subdivision
17 (a)(9).
- 18 • By entering into monthly transactions with Class members for health plans that
19 purportedly allow consumers to purchase their prescription drugs at retail
20 pharmacies, Blue Cross has “[r]epresent[ed] that a transaction confers or involves
21 rights, remedies, or obligations which it does not have or involve, or which are
22 prohibited by law,” in violation of subdivision (a)(14).
- 23 • By unilaterally altering its agreement with Class members by adopting the
24 Program, which dramatically threatens the health and privacy of the Class, Blue
25 Cross has “[i]nser[ed] an unconscionable provision in the contract,” in violation
26 of subdivision (a)(19).

27 64. Finally, the Program violates title 28 of the California Code of Regulations,
28 section 1300.67.24, subdivision (b)(4), which bars a health care service plan from adopting a

1 mandatory prescription drug mail-order program unless the program has a fail-safe mechanism
2 in place in the event a shipment is delayed and the patient as provided a 90-day supply of
3 medication:

- 4 • Here, Anthem Blue Cross does not appear to have a procedure in place to address
5 a delivery failure (e.g. temporary access to a retail pharmacy to purchase a hold-
6 over quantity of the drug at the covered rate), in violation of subdivision (b)(4).
- 7 • According to the Letter (*see* Ex. 1), the Program limits prescription supplies to 30
8 days, in violation of this statute. A footnote at the bottom of the Letter states that
9 HIV/AIDS medications will be exempted from the 30-day supply limit.
10 However, even if Anthem Blue Cross were to provide HIV/AIDS victims the
11 required 90-day supply, Anthem Blue Cross is still barred from using a
12 “mandatory mail order” because, due to complexities and particularities of
13 HIV/AIDS medications, a 90-day supply may be too much. Since a particular
14 regimen of HIV/AIDS medication may be at first effective, but with very little
15 notice become ineffective at treating an individual patient, the patient may not
16 need a 90-day supply of any particular drug regimen. Therefore, Blue Cross may
17 not impose a mandatory mail order program for HIV/AIDS medications because a
18 health care service plan “shall not require an enrollee to fill a prescription by mail
19 if the prescribed drug is not available to be filled in that manner.”

20 65. By asserting such conduct is lawful when it is not, Anthem Blue Cross has also
21 disseminated misleading information to its enrollees.

22 66. For all these reasons, Anthem Blue Cross must allow Class members the ability to
23 still go to participating community pharmacies and benefit from in-person counseling from a
24 pharmacist in order to receive the services they are entitled to receive. Forcing patients to
25 participate in a mandatory mail order program, under the guise of cost savings, will cause severe
26 detriment and irreparable harm to Class members. Such conduct is continuing, as Class
27 members either have switched against their will or are presently deciding what actions they must
28 take.

67. Several demands to not implement the Program as currently being implemented
have been made to Defendants prior to the initiation of this action. Those demands have either
not yet been fully accepted or simply have been ignored. Thus, as Anthem Blue Cross has
refused to respond to all attempts to resolve these issues informally, and the March 1, 2013
deadline is looming, the filing of this action has become the only alternative Plaintiff and Class
members are forced to take to ensure Anthem Blue Cross takes immediate and appropriate
action.

1 **CLASS ALLEGATIONS**

2 68. This action is brought on behalf of Plaintiff individually and on behalf of all other
3 similarly situated current California residents pursuant to Code of Civil Procedure section 382.
4 Plaintiff seeks to represent the following class (the "Class"):

5 All current California residents who are enrolled in an individual Anthem Blue
6 Cross Health Plan who require specialty medications to treat HIV/AIDS and who
7 either already have or will be required to participate in the Program as of March
8 1, 2013 to continue to receive coverage for such prescriptions.

9 69. According to Anthem Blue Cross, the proposed Class is composed of between
10 6,000 and 8,000 persons dispersed throughout the State of California. The precise number and
11 identity of Class members are unknown to Plaintiff but as indicated can be obtained from
12 Anthem Blue Cross's records.

13 70. Common questions of law and fact predominate over any individualized
14 questions. Common legal and factual questions include the following:

15 (a) Whether Anthem Blue Cross's conduct violates the laws detailed above;

16 (b) Whether Anthem Blue Cross engaged in an unlawful, unfair, fraudulent,
17 misleading or deceptive business act or practice with regard to implementation of the
18 Program;

19 (c) Whether Plaintiff and Class members are entitled to damages,
20 disgorgement of profits or restitution; and

21 (d) Whether Plaintiff and Class members are entitled to an Order enjoining
22 Anthem Blue Cross from engaging in the conduct here at issue.

23 71. For the reasons set forth above, Plaintiff's claims are typical of the claims of the
24 Class in that he has been subjected to the practices at issue. Additionally, he has already lost
25 money as a result of these acts and practices.

26 72. Plaintiff is willing and prepared to serve the Court and the proposed Class in a
27 representative capacity. Plaintiff will fairly and adequately protect the interests of the Class and
28 has no interests adverse to or which materially and irreconcilably conflict with the interests of
the other members of the Class.

1 “unlawful” business acts or practices, by, *inter alia*, violating the above sections of the Civil,
2 Health & Safety, and Insurance Codes and the other laws as set forth herein.

3 80. Plaintiff and Class members have already been injured and/or will suffer injury in
4 fact and a loss of money or property by Anthem Blue Cross’s unlawful business acts and
5 practices by, *inter alia*, spending hours dealing with these issues and either paying or being told
6 they will need to pay for such medications and/or by paying increased amounts for such
7 medications, even if covered, and receiving lesser benefits once the Program goes into effect.

8 81. As a result of Anthem Blue Cross’s violations of the UCL, Plaintiff and Class
9 members are entitled to equitable relief in the form of full restitution and disgorgement of the
10 profits derived from Anthem Blue Cross’s unlawful business acts and practices.

11 82. Plaintiff also seeks an order enjoining Anthem Blue Cross from continuing its
12 unlawful business practices and from engaging in such conduct.

13 83. THEREFORE, Plaintiff prays for relief as set forth below.

14 **SECOND CAUSE OF ACTION**

15 **Business & Professions Code § 17200, *et seq.* –**

16 **Unfair Business Acts and Practices**

17 84. Plaintiff incorporates by reference each of the preceding paragraphs as though
18 fully set forth herein.

19 85. The acts and practices of Anthem Blue Cross, as described above, and each of
20 them, constitute unfair business acts and practices.

21 86. Anthem Blue Cross’s conduct does not benefit consumers or competition. Indeed
22 the harm to consumers and competition is substantial.

23 87. Plaintiff and Class members could not have reasonably avoided the injury each of
24 them suffered based on implementation of the Program, which injury is substantial.

25 88. The gravity of the consequences of Anthem Blue Cross’s conduct as described
26 above outweighs any justification, motive or reason therefor and is immoral, unethical,
27 unscrupulous, offends established public policy that is tethered to a legislatively declared policy

28 ///

1 as set forth in the laws detailed above, or is substantially injurious to Plaintiff and other members
2 of the Class.

3 89. Plaintiff and Class members have already been injured and/or will suffer injury in
4 fact and a loss of money or property by Anthem Blue Cross's unfair business acts and practices
5 by, inter alia, spending hours dealing with these issues and either paying or being told they will
6 need to pay for such medications and/or paying increased amounts for such medications, even if
7 covered, and receiving lesser benefits once the Program goes into effect.

8 90. As a result of Anthem Blue Cross's violations of the UCL, Plaintiff and Class
9 members are entitled to equitable relief in the form of full restitution and disgorgement of the
10 profits derived from Anthem Blue Cross's unfair business acts and practices.

11 91. Plaintiff also seeks an order enjoining Anthem Blue Cross from continuing to
12 engage in such conduct.

13 92. THEREFORE, Plaintiff prays for relief as set forth below.

14 **THIRD CAUSE OF ACTION**

15 **Business & Professions Code § 17200, *et seq.* –**

16 **Fraudulent Business Acts and practices**

17 93. Plaintiff incorporates by reference each of the preceding paragraphs as though
18 fully set forth herein.

19 94. The acts and practices of Anthem Blue Cross as described above constitute
20 fraudulent business practices under Business & Professions Code section 17200, *et seq.*

21 95. As more fully described herein, Anthem Blue Cross's misleading and fraudulent
22 communications are likely to deceive reasonable California consumers into believing they have
23 no reasonably available choice other than to participate in the Program. Plaintiff and other
24 members of the Class were additionally deceived regarding Anthem Blue Cross's written
25 announcement of the inability to use their pharmacists of choice when doing so is prohibited by
26 law and regarding their statutory rights. Anthem Blue Cross's misrepresentations and omissions
27 of material fact were material and were a substantial factor in Plaintiff's decision to enroll in

28 ///

1 CuraScript, and the decision of Class members to either stay with their pharmacist and pay
2 additional money or switch to the Program and still incur additional costs.

3 96. These acts and practices resulted in and caused Plaintiff and Class members to
4 sign up to participate in the Program even though they did and do not desire to do so, not pursue
5 all alternatives, to pay more for medications or to accept lesser benefits and services than they
6 would have received absent Anthem Blue Cross's conduct. Plaintiff and Class members have
7 already been injured and/or will suffer injury in fact and a loss of money or property as a result
8 of Anthem Blue Cross's fraudulent business acts and practices by, inter alia, spending hours
9 dealing with these issues and either paying or being told they will need to pay for such
10 medications and/or paying increased amounts for such medications, even if covered, and receive
11 lesser benefits once the Program goes into effect.

12 97. As a result of Anthem Blue Cross's violations of the UCL, Plaintiff and Class
13 members are entitled to equitable relief in the form of full restitution and disgorgement of the
14 profits derived from Anthem Blue Cross's fraudulent business acts and practices.

15 98. Plaintiff also seeks an order enjoining Anthem Blue Cross from continuing to
16 engage in such conduct.

17 99. THEREFORE, Plaintiff prays for relief as set forth below.

18 **FOURTH CAUSE OF ACTION**

19 **Common Counts and Assumpsit/Common Law Restitution**

20 100. Plaintiff incorporates by reference each of the preceding paragraphs as though
21 fully set forth herein.

22 101. Anthem Blue Cross sold health plan contracts to Plaintiff and Class members.

23 102. Plaintiff and the Class conferred upon Anthem Blue Cross economic benefits in
24 the form of revenues and profits. Anthem Blue Cross accepted or retained these economic
25 benefits with awareness that Plaintiff and the Class were receiving improperly reduced benefits
26 yet were paying the same or higher costs.

27 ///

28 ///

1 Plaintiff and members of the Class have suffered and/or will continue to suffer in the future,
2 damages plus interest, and other economic and consequential damages, in an amount to be
3 proven at trial. As a further proximate result of the conduct of Anthem Blue Cross, Plaintiff was
4 compelled to retain legal counsel and to institute litigation to obtain the benefits of these
5 agreements and covenants for the benefit of themselves and all other Class members.

6 **SIXTH CAUSE OF ACTION**

7 **Declaratory Relief**

8 110. Plaintiff incorporates by reference each of the preceding paragraphs as though
9 fully set forth herein.

10 111. An actual controversy over which this Court has jurisdiction now exists between
11 Plaintiff, members of the Class and Anthem Blue Cross concerning their respective rights, duties
12 and obligations under various agreements. Plaintiff desires a declaration of rights under the
13 agreements asserted herein, including whether such agreements can unilaterally be modified on a
14 monthly basis by Defendants, which declaration may be had before there has been any breach of
15 such obligation in respect to which such declaration is sought.

16 112. Plaintiff and Class members may be without adequate remedy at law, rendering
17 declaratory relief appropriate in that:

18 (a) relief is necessary to inform the parties of their rights and obligations
19 under the agreements asserted herein;

20 (b) damages may not adequately compensate Class members for the injuries
21 suffered, nor may other claims permit such relief;

22 (c) the relief sought herein in terms of ceasing such practices may not be fully
23 accomplished by awarding damages; and

24 (d) if the conduct complained of is not enjoined, harm will result to Class
25 members and the general public because Anthem Blue Cross's wrongful conduct is both
26 threatened and continuing. A judicial declaration is therefore necessary and appropriate
27 at this time and under these circumstances so the parties may ascertain their respective
28 rights and duties.

1 113. Plaintiff requests a judicial determination and declaration of the rights of Class
2 members, and the corresponding responsibilities of Anthem Blue Cross. Plaintiff also requests
3 an order declaring Anthem Blue Cross is obligated to not implement the Program as currently in
4 place and/or pay restitution to all members of the Class as appropriate and pay over all funds
5 Anthem Blue Cross wrongfully acquired either directly or indirectly as a result of the illegal
6 conduct by which Anthem Blue Cross was unjustly enriched.

7 **SEVENTH CAUSE OF ACTION**

8 **Violation of Unruh Civil Rights Act**

9 **(Cal. Civ. Code § 51, *et seq.*)**

10 114. Plaintiff incorporates by reference each of the preceding paragraphs as though
11 fully set forth herein.

12 115. The Unruh Civil Rights Act (“Unruh” or the “Act”), Civil Code section 51(b),
13 provides:

14 “All persons within the jurisdiction of this state are free and equal, and no matter
15 what their sex, race, color, religion, ancestry, national origin, disability, medical
16 condition, genetic information, marital status, or sexual orientation are entitled to
the full and equal accommodations, advantages, facilities, privileges, or services
in all business establishments of every kind whatsoever.”

17 116. Anthem Blue Cross’s actions have denied Plaintiff and members of the Class full
18 and equal benefits under their individual health plans. Defendants also discriminated or made a
19 distinction that denied Plaintiff and Class members full benefits under those contracts.

20 117. Anthem Blue Cross’s actions constitute discrimination on the basis of medical
21 condition, disability, genetic information, and sexual orientation as set forth herein.

22 118. Anthem Blue Cross’s Program results in arbitrary discrimination. While Anthem
23 Blue Cross may assert that requiring seriously ill patients to fill prescriptions for certain
24 expensive drugs through a mail order service is factually and rationally related to providing cost-
25 effective health care, an increased risk of detrimental health outcomes, and loss of personal
26 privacy, associated with mail order pharmacy services may actually increase costs and personal
27 hardship over time. Furthermore, community standards in California do not comport with health
28 care service companies subjecting enrollees with HIV/AIDS to different and riskier means of

1 obtaining life-sustaining medications and thus does not implicate a compelling societal interest
2 and reinforces harmful stereotypes of excluding such persons from the normal societal means of
3 acquiring complex medications. Such arbitrary discrimination has the effect of terminating
4 community pharmacy access to Plaintiff and others similarly situated and would deny them
5 equal and full use and access to these community pharmacy facilities.

6 119. By implementing its new Program, which will effectively terminate community
7 pharmacists from Plaintiff's and Class members' network of service, Anthem Blue Cross has
8 specifically targeted individuals that have a particular chronic disease and intentionally and
9 affirmatively made a distinction or discrimination against such persons on the basis of their
10 specific chronic disease. Such conduct is prohibited by the Unruh Civil Rights Act, Civil Code
11 section 51.

12 120. Plaintiff's and others' specific chronic medical condition and the need to procure
13 expensive medications to treat that chronic condition was a motivating reason for Anthem Blue
14 Cross's conduct in terminating their access to community specialty pharmacies and pharmacists.

15 121. Plaintiff and Class members either will or will continue to be harmed by Anthem
16 Blue Cross's actions through the loss of access to their local pharmacy and specialty pharmacist
17 and their continuity of care by switching to the Program.

18 122. Anthem Blue Cross's conduct has or will cause harm to Plaintiff and all others
19 similarly situated, and is a substantial factor in causing such harm.

20 123. As a proximate result of Anthem Blue Cross's conduct, Plaintiff and Class
21 members will suffer actual compensatory and statutory damages in an amount to be proven at
22 trial as well as attorneys' fees and costs.

23 124. Plaintiff is seeking to recover the \$4,000 per person minimum damages that Civil
24 Code section 52 imposes for violations of the Unruh Civil Rights Act.

25 125. In addition, Blue Cross's conduct as described herein was intended by them to
26 cause injury to members of the Class and/or was despicable conduct carried on by Blue Cross
27 with a willful and conscious disregard of the rights of members of the Class, subjected members
28 of the Class to cruel and unjust hardship in conscious disregard of their rights, and was an

1 intentional misrepresentation, deceit, or concealment of material facts known to Blue Cross with
2 the intention to deprive members of the Class property, legal rights or to otherwise cause injury,
3 such as to constitute malice, oppression or fraud under Civil Code section 3294, **thereby entitling**
4 Plaintiff and members of the Class to exemplary damages in an amount appropriate to punish or
5 set an example of Blue Cross.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for relief as
8 follows as applicable for the particular cause of action:

- 9 1. An Order certifying this as a Class and appointing Plaintiff and the counsel listed
10 below to represent the Class;
- 11 2. An Order awarding Plaintiff and the Class restitution and/or disgorgement and
12 such other equitable relief as the Court deems proper;
- 13 3. An Order enjoining Anthem Blue Cross from continuing to implement the
14 Program in violation of applicable law;
- 15 4. An Order awarding Plaintiff and the Class actual, compensatory, statutory and
16 exemplary damages and pre-judgment and post-judgment interest;
- 17 5. An Order awarding Plaintiff's attorneys' fees, expert witness fees and other costs
18 pursuant to, *inter alia*, Code Civ. Proc. section 1021.5; and
- 19 6. An Order awarding such other and further relief as may be just and proper.

20 **JURY DEMAND**

21 Plaintiff demands a trial by jury on all issues so triable.

22 DATED: January 11, 2013

WHATLEY KALLAS, LLC

23 By: 

Alan M. Mansfield (SBN 125998)

(Of Counsel)

10200 Willow Creek Road, Suite 160

San Diego, CA 92131

Tel: (619) 308-5034

Fax: (855) 274-1888

amansfield@whatleykallas.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Edith M. Kallas (To Apply *Pro Hac Vice*)
380 Madison Avenue, 23rd Floor
New York, NY 10017
Tel: (212) 447-7060
Fax: (800) 922-4851
ekallas@whatleykallas.com

Kristin Libby (SBN 284292)
355 So. Grand Avenue, Suite 2450
Los Angeles, CA 90071
Tel: (310) 684-2504
Fax: (888) 331-9633
klibby@whatleykallas.com

CONSUMER WATCHDOG
Harvey Rosenfield (SBN: 123082)
Pamela Pressley (SBN: 180362)
Jerry Flanagan (SBN: 271272)
2701 Ocean Park Blvd., Suite 112
Santa Monica, CA 90405
Tel: (310) 392-0522
harvey@consumerwatchdog.org
pam@consumerwatchdog.org
jerry@consumerwatchdog.org

Attorneys for Plaintiff

EXHIBIT 1



Blue Cross
P.O. Box 68773
St. Louis, MO 63168-8773

November 12, 2012

Coverage for your specialty medicine will change beginning 01/01/2013 and you have to use CuraScript in order for it to be covered. But you'll get some great extra benefits when you switch.

Our records show that you are using a specialty medicine and that you're getting it from a retail pharmacy. (You can check the list of specialty medications included with this letter to find the one you are taking). Coverage for your medicine will change beginning 01/01/2013 and in order for it to be covered you now have to use the specialty pharmacy, CuraScript. If you stay with your retail pharmacy, the medicine won't be covered and it'll cost you more money.

If you switch to CuraScript Specialty Pharmacy and get delivery to your home, your coverage will remain the same.

When you use our preferred specialty pharmacy, CuraScript, you'll get door-to-door service with lots of other benefits and it'll be covered by your health plan as usual. CuraScript is managed by Express Scripts. Express Scripts already manages the home delivery of other medicines for our members.

But if you stay with your retail pharmacy, you will have to pay the full price of the medicine That's because using a retail pharmacy will be considered going out-of-network beginning 01/01/2013. And your plan doesn't have coverage for that. So you'll have to pay the full price of the drug.

Here are the great things that come with CuraScript:

- One-on-one service from a Pharmacy Care Advocate
- 24/7 phone access to a registered nurse or pharmacist
- A special nursing program that members can join for certain health conditions; the program helps members stick to their drug routines and helps them avoid possible side effects
- Home delivery to the address you choose
- Phone calls that remind you when it's time for a refill
- Special packaging that keeps medicines cool, when it's necessary

It's easy to switch – by phone or fax.

- **Call: 800-870-6419, Monday - Friday, 5 a.m. - 7 p.m., Pacific Time**
Patient Care Advocates can switch over prescriptions for specialty medicines to CuraScript for you.
- **Fax: 800-824-2642**
Ask your doctor to fax your prescription(s) and a copy of your insurance card.

In addition, to help ensure the safety, quality and effectiveness of the specialty medicine you receive, your prescription will be limited to a 30 day supply*. Your co-pay/coinsurance amount will apply.

*Transplant and HIV/AIDS medicines are not limited to a 30 day supply.
Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

Anthem Blue Cross is the trade name of Blue Cross of California. Independent licensee of the Blue Cross Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross name and symbol are registered marks of the Blue Cross Association.

Exclusive Specialty Drug List

Effective date January 1, 2013



Age-Related Macular Degeneration

Eylea
Lucentis
Macugen
Visudyne

Blood Cell Deficiency

Aranesp
Epogen
Leukine
Mozobil
Neulasta
Neumega
Neupogen
Nplate
Procrit
Promacta

Cancer

Abraxane
Adcetris
adriamycin
adrucil
Afinitor
Alferon N
Alimta
Alkeran
amifostine
Aredia
Arranon
Avastin
Bexxar
BICNU
bleomycin sulfate
Busulfex
Campath
Camptosar
carboplatin
Cerubidine
cisplatin
cladribine
Clolar
Cosmegen
cyclophosphamide
cytarabine
dacarbazine
Dacogen
daunorubicin
daunorubicin HCL
Daunoxome
Depocyt
dexrazoxane
Docetaxel
docetaxel
Doxil
doxorubicin HCL
DTIC-DOME IV
Ellgard
Elltek
Ellence
Eloxatin
Elspar
epirubicin HCL
Eributx
Erivedge
Erwinaze

Ethylol

Faslodex
Firmagon
flouxuridine
Fludara
fludarabine phosphato
Folotyn
fudr
gemcitabine HCL
Gemzar
Gleevec
Halavan
Herceptin
Hycamtin
Idamycin PFS
Idarubicin HCL
Iifex
Iifosfamide
Iifosfamide-mesna
Inlyta
Intron A
Irinotecan HCL
Istodax
Ixempria
Jakafi
Jevtana
Kepivance
Leustatin
melphalan HCL
mitomycin
mitoxantrone HCL
Mugard
Mustargen
Mylotarg
Navelbine
Nexavar
Nipent
Novantrone
Oforta
Oncaspar
Ontak
onxol
oxaliplatin
paclitaxel
pamidronate disodium
Photofrin
Plenaxis
Proleukin
Provenga
Revimid
Rituxan
Sprycel
Sutent
Sylatron
Tarabine PFS
Tarceva
Tasigna
Taxotere
Temozol
Thalomid
Theracys
thiotepa
Thyrogen
toposar
topotecan HCL
Torisel
Totect

Treanda

Treistar LA
Trisenox
Tykerb
Valstar
Vantas
Vectibix
Velcade
Vidaza
vinblastine sulfate
Vincasar PFS
vincristine sulfate
vinorelbine tartrate
Votriant
Vumon
Xalkori
Xeloda
Xgeva
Zanosar Sterile Powder
Zalboraf
Zovallin
Zincard
Zoladex
Zolnza
Zometa
Zytiga

Contraceptive
Implanon
Mirena
Nexplanon

Cytomegalovirus
Cytogam
ganclclovir
Valcyte
Vistide

Endocrine Disorders
Egrifta
Kuvan
leuprolide acetate
Lupron/Depot
octreotide acetate
Sandostatin
Somatostatin Depot
Somavert

Enzyme Deficiency
Adagen
Aldurazyme
Ceredase
Cerezyme
Fabrazyme
Lumizyme
Myozyme
Naglazyme
Orfadin
Suraid
VPRIV
Zavesca

Growth Hormones
Genotropin
Geref
Humatrope
Increlex

Norditropin/Nordiflex

Nutropin/AQ
Omnitrope
Saizen
Serostim
Tev-Tropin
Zorbtive

Hemophilia
Advate
Alphanate
Alphanine SD
Bebulin VH Immuno
Benefix
Corifact
Folba VH Immuno
Halbata
Hemofil M
Humate-P
Korate-DVI
Kogenate FS
Monaro-M
Monoclate-P
Monoline
Novosaven RT
Profiline SD
Proplex T
Recombinate
Refacto
Wilate
Xyntha

Hepatitis B
Baraclude
Bayhep B
Hepagam B
Hepsera
Hyperhep B S-D
Nabi-HB
Tyzeka

Hepatitis C
Copegus
Inclivik
Infergen
Pegasys
Pegintron
Rebetol
Rebetron
Ribapak
ribasphere
Ribatab
ribavirin
Victrelis

Hereditary Angioedema
Cinryza
Firazyr

HIV/AIDS
Agenerase
Aptivus
Atripla
Combivir
Complera
Crixivan
didanosine

Edurant

Emtriva
Epivir
Epzicom
Fortovase
Fuzeon
HIVd
Intence
Invirase
Isentress -
Kalatra
Lexiva
Norvir
Prazista
Rescriptor
Retrovir
Remyataz
Seizentry
stavudine
Sustiva
Trizivir
Truvada ✓
Videx
Viracept
Viramune
Viramune XR
Viread
Zerit
Ziagen
zidovudine

immunodeficiency
Actimmune
Baygam
Bayrab
Bayrho-D
Carlumune NF
Flabogamma
Gamastan
Gammagard S-D
Gammaked
Gammapiex
Gammaph-P I.V.
Gamunex
Gamunex-C
Hizentra
Hyperrab S-D
Hyperrho S-D
Immune globulin
Imogam Rabies-HT
Iveegam
Mircrogam Plus
Octagam
Panglobulin
Polygam S-D
Privigen
Rhogam Plus
Rhophylac
Venoglobulin-S
Vivaglobin
Winrho SDF

Immunosuppressants
Atgam
Benlysta
Cellcept
cyclosporine

Exclusive Specialty Drug List

Effective date January 1, 2013



Gengraf
mycophenolate mofetil
Myfortic
Neoral
Nulojix
Orthoclone Okt 3
Prograf
Rapamune
Sandimmune
Simulect
tao rollimus
Thymoglobulin
Zenapax
Zortress

Infertility
Bravelle
Cetrorelix
Chorax-10
chorionic gonadotropin
Crinone
Fertinex
Follistim
Ganirelix Acetate
Gonal-F RFF
Luvris
Menopur
Novarel
Ovidrel
Pregnyl
Prochève
Profasi
Repronex

Inflammatory Conditions
Actemra
Amevive
Cimzia
Enbrel
Humira
Ilaris
Kineret
Krystexa
Orencia
Remicade
Simponi
Stalara

Iron Toxicity
deferoxamine mesylate
Desferal
Exjade

Miscellaneous Specialty Conditions

8-Mop
Apokyn
Arcalyst
Arestin
Botox
Ceprotrin
Chenodal
Cystadane
Dysport
Gablofen
Makena
Myobloc
Onsols
Panretin
Prialt
Qubanza
Rilutek
Sabril
Sofesta
Soliris
Supprelin
Synarel
Syrnine
Tikosyn
Vivitrol
Xenazine
Xeomin
Xialflex
Xyrem

Multiple Sclerosis

Acthar H.P.
Ampyra
Avonex
Betaseron
Copaxone
Extavia
Gilenya
Rebif
Tysabri

Osteoarthritis

Euflexa
Hyalgan
Orthovisc
Supartz
Synvisc

Osteoporosis

Forteo
Prolla
Reclast

Pulmonary Hypertension

Adcirca
epoprostenol sodium
Flolan
Letairis
Remodulin
Revatio
Tracleer
Tyvaso
Veletri
Ventavis

Respiratory Conditions

Aralast
Cayston
Glassia
Kalydeco
Pulmozyme
YOBI
Xolair
Zamaira

RSV Prevention

Synagis

This list may change without notice, which may affect your benefit coverage.

For more information about your drug plan, you can go to anthem.com/CA or call customer service at the phone number on your ID card.

Speech and hearing impaired users (TDD/TTY) should call 800-221-5915, Monday - Friday, 8:30 a.m. - 5:00 p.m., Eastern Time.

When specialty drugs are covered under your plan's medical benefits, they will not be covered by your prescription drug benefits, if included in your plan. When specialty drugs are covered under your prescription benefits, if included in your plan, they will not be covered by your plan's medical benefits.

Some drugs may need approval (prior authorization) from your health plan before the pharmacy can give them to you. Visit anthem.com/ca (Pharmacy/Pharmacy Programs) for information on pharmacy prior authorization, forms and more.

Oncology drugs, when part of a chemotherapy regimen, do not have to come from the specialty pharmacy program. Oral Oncology drugs are excluded and need to come from our preferred specialty pharmacy provider.