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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

CALIFORNIA HOSPITAL ASSOCIATION,  
  
Plaintiff,  
  
vs.  
  
BLUE CROSS OF CALIFORNIA, doing business  
as ANTHEM BLUE CROSS,  
  
Defendant.

**Case No.**  
  
**COMPLAINT FOR:**  
  
**1. UNFAIR AND UNLAWFUL  
BUSINESS ACTS AND PRACTICES**  
  
**2. DECLARATORY RELIEF**

1 Plaintiff California Hospital Association (“CHA”) alleges against Defendant Blue Cross of  
2 California, doing business as Anthem Blue Cross (“Anthem”) as follows:

3 **INTRODUCTION**

4 1. Anthem is attempting to introduce a new policy (the “Out-of-Network Policy”) that  
5 provides that if a participating (contracted) hospital allows an Anthem member to be treated by a  
6 non-participating (non-contracted) physician or provider, the hospital would be subject to the  
7 following penalties: (a) “An administrative penalty equal to 10% of the allowed amount of the  
8 facility’s claims that involve the use of nonparticipating care providers”; and (b) “Potential  
9 termination from Anthem networks.”

10 2. This practice would force hospitals to violate the law. Health & Safety Code  
11 section 1322 provides: “A hospital which contracts with an insurer, nonprofit hospital service plan,  
12 or health care service plan shall not determine or condition medical staff membership or clinical  
13 privileges upon the basis of a physician and surgeon’s or podiatrist’s participation or  
14 nonparticipation in a contract with that insurer, hospital service plan, or health care service plan.”

15 3. The Out-of-Network Policy is contrary to California Assembly Bill 72 (AB 72)  
16 (enacted by stats. 2016, ch. 492), which expressly allows out-of-network physicians to provide  
17 care at in-network hospitals. (Health & Saf. Code § 1371.9; Ins. Code § 10112.8.) Sections  
18 1371.9(c) and 10112.8(c) allow patients to receive services by a non-contracting physician at a  
19 contracting hospital as long as, at least 24 hours in advance of care, the non-contracting  
20 professional provides the patient notice that the physician or provider is non-contracting with the  
21 health plan/insurer and gives the patient a written estimate of the patient’s total out-of-pocket costs  
22 of care, and the patient consents in writing to receive the care from the non-contracting physician  
23 or provider.

24 4. Anthem’s Out-of-Network Policy is also a violation of state false advertising law  
25 (Bus. & Prof. Code § 17500) and constitutes fraud in that Anthem sells Preferred Provider  
26 Organization (“PPO”) coverage to individuals that purports to permit out-of-network benefits but  
27 then impedes the individual’s ability to use those benefits by punishing providers who attempt to  
28 honor those benefits.

1           5.       The Out-of-Network Policy threatens violation of the Knox-Keene Health Care  
2 Service Plan Act of 1975 (Knox-Keene Act) (Health & Saf. Code, § 1340 et seq.). While the Out-  
3 of-Network Policy states that it applies “only to claims associated with self-funded (including  
4 administrative services only [ASO] plans),” the policy in practice could violate the Knox-Keene  
5 Act. For example, if a non-contracted physician provides services to an Anthem member of an  
6 ASO only plan, Anthem could terminate the hospital’s contract with Anthem. If Anthem does so,  
7 it would not only affect members of ASO only plans, it would affect members of Anthem’s  
8 products regulated under the Knox-Keene Act. Health and Safety Code section 1342 states in  
9 pertinent part: “It is the intent and purpose of the Legislature to promote the delivery and the  
10 quality of health and medical care to the people of the State of California who enroll in, or  
11 subscribe for the services rendered by, a health care service plan or specialized health care service  
12 plan by accomplishing all of the following:

13                   (a) Ensuring the continued role of the professional as the determiner of the patient's  
14 health needs which fosters the traditional relationship of trust and confidence  
15 between the patient and the professional.

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

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

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

24           6.       Anthem’s Out-of-Network Policy also violates Health and Safety Code Section  
25 1367.02 which prohibits Anthem from engaging in “economic profiling,” defined under the law  
26 as “any evaluation of a particular physician, provider, medical group, or individual practice  
27 association based in whole or in part on the economic costs or utilization of services associated  
28 with medical care provided or authorized by the physician, provider, medical group, or individual

1 practice association.” Anthem’s policy is targeting hospitals that contract with physicians who  
2 choose not to contract with Anthem and as such presumably cost Anthem more than a contracted  
3 physician would for the same care. That is exactly what economic profiling is.

4 7. Anthem’s Out-of-Network Policy also constitutes an unfair business practice in that  
5 it prevents Anthem members from using their out-of-network benefits to obtain medically  
6 necessary care – a promise Anthem agreed to provide to its members. For example, if an Anthem  
7 member needs back surgery, this policy would prevent that patient from using his or her out-of-  
8 network benefits to have their back surgery performed by an esteemed back surgeon if the surgeon  
9 is not contracted with Anthem and performs the back surgeries at a participating hospital. Anthem  
10 wants to receive the higher premiums for PPO insurance, but does not want to pay the higher rates  
11 for out-of-network care.

12 8. The Out-of-Network Policy imposes unlawful penalties on the hospitals as it would  
13 result in the hospitals to forfeit monies owed them without regard to the actual damages suffered  
14 by Anthem.

15 9. Anthem’s ongoing unlawful practices must be stopped in order to protect patients,  
16 hospitals, and the public interest.

17 **THE PARTIES**

18 10. CHA represents nearly 400 hospitals throughout California and advocates for  
19 better, more accessible health care for all Californians. Through its 40-plus member Board of  
20 Trustees composed of leaders of California’s hospitals and health systems, CHA ensures that  
21 hospitals will continue to be able to provide exceptional care to patients and comprehensive health  
22 services to communities. Established in 1935, CHA provides information, resources, and  
23 perspective to state and federal policy makers to inform decisions that affect 40 million  
24 Californians.

25 11. CHA is informed and believes that Anthem is a California corporation licensed to  
26 do business in the State of California as a provider of health insurance and is licensed as a health  
27 care service plan by the California Department of Managed Health Care (“DMHC”) to transact  
28 business in the State of California. Anthem is therefore subject to the laws and regulations of the

1 State of California. Anthem is a wholly owned affiliate of Elevance Health (the rebranded Anthem,  
2 Inc.), which is based in Indianapolis, Indiana. Elevance is reportedly the second largest health  
3 insurance company in America. Elevance is No. 15 on the Fortune 500 list, making it one of the  
4 largest publicly traded companies in the world—larger than Ford Motor Co., J.P. Morgan Chase,  
5 Verizon, Fannie Mae, Comcast, AT&T, and Bank of America, among others.

6 **JURISDICTION, VENUE AND STANDING**

7 12. This Court has general subject-matter jurisdiction over the claims asserted,  
8 including claims seeking relief pursuant to the Unfair Competition Law (“UCL”) (Bus. & Prof.  
9 Code, § 17200 et seq.) and Code of Civil Procedure section 1060.

10 13. This Court has personal jurisdiction over Anthem because Anthem is incorporated  
11 in California, has its principal place of business in California, and conducts substantial business in  
12 California related to the subject matter of this action.

13 14. Venue is proper in this county because Anthem’s principal place of business in  
14 Woodland Hills is located within this county and because Anthem conducts substantial business  
15 in this county, including providing insurance to its members throughout Los Angeles County and  
16 committing the acts and omissions complained of within this county (and elsewhere in California).

17 15. CHA has standing to bring this action under the UCL for the reasons stated in  
18 *California Medical Assn. v. Aetna Health of California Inc.* (2023) 14 Cal.5th 1075, 1082: “[T]he  
19 UCL’s standing requirements are satisfied when an organization, in furtherance of a bona fide,  
20 preexisting mission, incurs costs to respond to perceived unfair competition that threatens that  
21 mission, so long as those expenditures are independent of costs incurred in UCL litigation or  
22 preparations for such litigation. When an organization has incurred such expenditures, it has  
23 ‘suffered injury in fact’ and ‘lost money or property as a result of the unfair competition.’”

24 16. CHA’s pre-existing mission includes more accessible health care for all  
25 Californians and representing the interests of California member hospitals in that endeavor.  
26 CHA’s mission has been frustrated by Anthem’s unlawful and unfair conduct described in this  
27 lawsuit. Independently from litigation and preparation for litigation, CHA has incurred  
28 expenditures of staff time, as well as expenditures of money, investigating Anthem’s conduct and

1 its impact on hospitals and the delivery of health care in California, learning from CHA’s members  
2 about Anthem’s conduct and its impact, educating CHA’s members about Anthem’s conduct and  
3 its impact, educating the public about Anthem’s conduct and its impact, and asking Anthem  
4 directly not to implement its Out-of-Network Policy in California. (See  
5 [https://calhospital.org/new-anthem-policy-driven-by-profits-not-patients/.](https://calhospital.org/new-anthem-policy-driven-by-profits-not-patients/))

6 17. These efforts by CHA include, without limit, fielding complaints by its hospital  
7 members about Anthem’s new Out-of-Network Policy, holding meetings regarding the Out-of-  
8 Network Policy, discussing the Out-of-Network Policy with the California Medical Association  
9 and reaching out to certain hospitals about the potential impact of the Out-of-Network Policy on  
10 their ability to provide healthcare to their communities, and writing a letter to Anthem requesting  
11 it cease implementing its Out-of-Network Policy.

### 12 **ANTHEM’S BUSINESS PRACTICES**

13 18. Anthem advertises and sells PPO policies for additional premiums that allow its  
14 members to be treated by physicians and other providers who are out-of-network with Anthem.  
15 Anthem’s website describes PPO policies as follows:

#### 16 What Is A PPO (Preferred Provider Organization) Plan?

17 A PPO is a health plan with a “preferred” network of providers in your area and does  
18 not require a primary care provider (PCP) referral to see a specialist. A PPO health  
19 plan provides more choices but typically has higher monthly premiums. With a PPO  
20 plan, you can save money if you use doctors in the plan’s network. You can also use  
doctors, hospitals, and providers outside of the network but it will cost more.

21 A PPO plan may be right for you if:

- 22 • You prefer more freedom in your choice of doctors and hospitals
- 23 • You want to see specialists without a referral
- 24 • You have a doctor you already like and do not mind paying more in overall  
25 costs for a broader network of providers

(<https://www.anthem.com/individual-and-family/insurance-basics/health-insurance/types-of-health-insurance-plans.>)

26 19. CHA is informed and believes that many physicians and other providers are  
27 unwilling or unable to contract with Anthem because of the low rates that Anthem requires the  
28 physicians and other providers to accept and other onerous provisions in Anthem’s contracts.



1 hospitals may be forced to condition medical staff membership or clinical privileges only to those  
2 physicians, surgeons, podiatrists or other providers that are in-network with Anthem. If hospitals  
3 do so they would be violating the law and would expose themselves to liability for health care  
4 providers that are out-of-network with Anthem. The Out-of-Network Policy therefore puts the  
5 hospitals in an untenable position: either risk having their Anthem contract terminated or violate  
6 the law.

7 26. For health plans and policies since July 1, 2017, the California Legislature enacted  
8 AB 72 to protect consumers from “surprise” medical bills for non-emergency services received at  
9 in-network facilities. (Health & Saf. Code § 1371.9; Ins. Code § 10112.8.) In enacting the  
10 legislation, the Legislature recognized that individuals purchase insurance policies that give them  
11 the option of receiving their care from nonparticipating providers. For example, subdivision (c) of  
12 Insurance Code section 10112.8 provides:

13 (c) For services subject to this section, if an insured has an insurance contract that  
14 includes coverage for out-of-network benefits, a noncontracting individual health  
15 professional may bill or collect from the insured the out-of-network cost sharing, if  
16 applicable, only when the insured consents in writing and that written consent  
17 demonstrates satisfaction of all the following criteria:

18 (1) At least 24 hours in advance of care, the insured shall consent in writing to  
19 receive services from the identified noncontracting individual health professional.

20 (2) The consent shall be obtained by the noncontracting individual health  
21 professional in a document that is separate from the document used to obtain the  
22 consent for any other part of the care or procedure. The consent shall not be obtained  
23 by the facility or any representative of the facility. The consent shall not be obtained  
24 at the time of admission or at any time when the enrollee is being prepared for surgery  
25 or any other procedure.

26 (3) At the time consent is provided the noncontracting individual health  
27 professional shall give the insured a written estimate of the insured's total out-of-  
28 pocket cost of care. ...

29 27. To the extent that the Out-of-Network Policy impedes or prevents out-of-network  
30 providers from providing care to Anthem members at in-network hospitals, it is in conflict with  
31 Health & Safety Code § 1371.9 and Insurance Code § 10112.8, which expressly allow out-of-  
32 network physicians to provide care at in-network hospitals.

33 28. Anthem’s Out-of-Network Policy is also a violation of state false advertising law

1 (Bus. & Prof. Code § 17500) and constitutes fraud in that Anthem sells PPO coverage at a premium  
2 cost to individuals that purports to permit out-of-network benefits but then impedes the  
3 individual's ability to use those benefits by punishing providers who attempt to honor those  
4 benefits. In doing so, Anthem has creatively developed a deceptive practice of inducing its  
5 members to pay a premium rate for a benefit that will not be available to Anthem's members if  
6 Anthem is permitted to institute policies that limit hospitals' abilities to contract with out-of-  
7 network physicians.

8 a. Anthem's advertising or marketing of its PPO insurance products is false or  
9 misleading in that Anthem represents to individuals who purchase PPO insurance that they can  
10 receive medical care from out-of-network physicians and other providers when in fact that may  
11 not be true or accurate to the extent that the Out-Of-Network Policy would prevent the  
12 nonparticipating provider from providing care to the Anthem member.

13 b. Anthem's statements to purchasers of its PPO products are likely to deceive  
14 a reasonable consumer.

15 c. Anthem knows, or should know, that its statements regarding its PPO  
16 policies are false or misleading to the extent that the Out-Of-Network Policy would prevent  
17 Anthem PPO members from using their out-of-network benefits to receive care from an out-of-  
18 network physician or other provider at an in-network hospital.

19 d. Anthem's statements regarding the ability of individuals to receive care  
20 from out-of-network providers if they purchase Anthem's PPO products or services are made with  
21 the intent to sell or induce the public to purchase Anthem's PPO products or services.

22 e. Business and Professions Code section 17500 applies to all forms of  
23 marketing by Anthem, including print, digital and product labeling.

24 29. The Out-of-Network Policy threatens violation of the Knox-Keene Act. While the  
25 Out-of-Network Policy states that it applies "only to claims associated with self-funded (including  
26 administrative services only [ASO] plans," the policy in practice could violate the Knox-Keene  
27 Act. For example, if a non-contracted physician provides services to an Anthem member of an  
28 ASO only plan, Anthem could terminate the hospital's contract with Anthem. If Anthem does so,

1 it would not only affect members of ASO only plans, it would affect members of Anthem’s  
2 products regulated under the Knox-Keene Act. Health and Safety Code section 1342 states in  
3 pertinent part:

4 It is the intent and purpose of the Legislature to promote the delivery and the quality  
5 of health and medical care to the people of the State of California who enroll in, or  
6 subscribe for the services rendered by, a health care service plan or specialized health  
care service plan by accomplishing all of the following:

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

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

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

13 (g) Ensuring that subscribers and enrollees receive available and accessible health  
14 and medical services rendered in a manner providing continuity of care.

15 30. If Anthem terminated a hospital’s contract because it allowed an out-of-network  
16 physician to treat an Anthem member, Anthem would violate Health and Safety Code section 1342  
17 to the extent that the termination of the contract impacted individuals who are insured under  
18 Anthem’s products that are regulated under the Knox-Keene Act. For example:

19 a. If the Anthem member’s physician is out-of-network with Anthem, and the  
20 termination of the contract with the hospital would prevent the physician from providing the  
21 medically necessary care to the member, Anthem’s actions would prevent or impede the  
22 “continued role of the professional as the determiner of the patient’s health needs which fosters  
23 the traditional relationship of trust and confidence between the patient and the professional.”

24 b. Anthem’s Out-Of-Network Policy misleads subscribers and enrollees from  
25 being educated and informed of what out-of-network benefits are available to them and therefore  
26 prevents or impedes their ability to make a rational consumer choice in the marketplace.

27 c. Anthem’s actions in promoting and selling PPO products on the promise  
28 that the members can receive their medical care from out-of-network providers and at the same

1 time issuing a policy that prevents or impedes the members' ability to receive their care from out-  
2 of-network providers is "inimical to the general purpose of enabling a rational choice for the  
3 consumer public."

4 d. To the extent that Anthem will cancel its contracts with hospitals if they  
5 allow nonparticipating providers to provide care to Anthem's members, Anthem will prevent or  
6 impede those members who have an insurance plan that is regulated by the Knox-Keene Act from  
7 receiving "available and accessible health and medical services rendered in a manner providing  
8 continuity of care."

9 31. Anthem's Out-of-Network Policy violates Health and Safety Code Section  
10 1367.02, which prohibits Anthem from engaging in "economic profiling." Anthem's Out-of-  
11 Network Policy targets hospitals who allow nonparticipating providers to provide care at the  
12 hospitals precisely because of "the economic costs or utilization of services [to Anthem] associated  
13 with medical care provided or authorized by the physician, provider, medical group, or individual  
14 practice association." *Id.*

15 Anthem's Actions Are Fraudulent

16 32. As alleged above, Anthem's Out-of-Network Policy constitutes fraud and is  
17 deceptive, untrue and misleading in that Anthem sells PPO coverage to individuals that purports  
18 to permit out-of-network benefits but then impedes the individual's ability to use those benefits by  
19 punishing providers who attempt to honor those benefits.

20 Anthem's Actions Are Unfair

21 33. Anthem's Out-of-Network Policy also constitutes an unfair business practice in that  
22 Anthem induces individuals to purchase PPO insurance on the promise that they can receive their  
23 medical care from out-of-network providers, but then implements policies to prevent those Anthem  
24 members from using their out-of-network benefits to obtain medically necessary care.

25 34. Anthem receives higher premiums for PPO insurance, the advertised bargained for  
26 exchange to use "doctors, hospitals, and providers outside of the network" but does not want to  
27 pay the higher rates for out-of-network care, that Anthem members paid extra to receive.

28 35. Anthem's Out-of-Network Policy is also unfair to hospitals because it puts the

1 burden on the hospitals to monitor what providers are in-network and out-of-network with  
2 Anthem, especially when Anthem has a disjointed process for enrolling physicians which  
3 sometimes results in a months-long lag between application and actual enrollment and has outdated  
4 and incorrect provider directories.

5 36. The Out-of-Network Policy will force hospitals to police which physicians or other  
6 providers can or cannot provide care to some Anthem members but not to others while the patients  
7 are in the hospital, which is not a task that hospitals perform. For example, if an anesthesiologist  
8 or radiologist is required to provide care to a patient in the hospital, is the hospital supposed to  
9 check if the patient is an Anthem member, check what type of insurance the patient has, and check  
10 whether the anesthesiologist or radiologist is contracted with Anthem? AB 72 puts the obligations  
11 of informing the patient that the physician is out-of-network, and of obtaining the patient's written  
12 consent, on the physician, not the hospital. The Out-of-Network Policy shifts that burden to the  
13 hospital without additional compensation.

14 37. The Out-of-Network Policy is designed to force hospitals to pressure physicians  
15 and other providers to contract with Anthem, including physicians and other providers who do not  
16 want to treat patients at Anthem's low in-network rates. It is not the role of the hospitals to ensure  
17 that physicians contract with Anthem, particularly when physicians have legitimate reasons for not  
18 doing so. More importantly, such pressure is against the law.

19 38. The Out-of-Network Policy imposes unlawful penalties on the hospitals as it would  
20 result in the hospitals' having to forfeit monies owed them without regard to any actual damages  
21 purportedly suffered by Anthem. The Out-of-Network Policy itself uses the term "penalty" in  
22 describing the sanctions that Anthem could impose on a hospital for allowing (intentionally or  
23 unintentionally) an out-of-network physician to provide care to an Anthem member. The 10%  
24 penalty is akin to a liquidated damages clause that "bears no reasonable relationship to the range  
25 of actual damages that the parties could have anticipated would flow from a breach" and "is an  
26 unlawful penalty that compels a forfeiture upon a breach of contract." (*Cellphone Termination Fee*  
27 *Cases* (2011) 193 Cal.App.4th 298, 322, citing *Ridgley v. Topa Thrift & Loan Assn.* (1998) 17  
28 Cal.4th 970, 977.) This is particularly true when Anthem has received higher premiums from its

1 PPO members so that they can receive their care from out-of-network providers. The ability of  
2 Anthem to terminate the entire contract and kick the hospital out of its network is a penalty that is  
3 completely out of proportion to the purported damages that Anthem may suffer, if any, if some of  
4 its members receive treatment from an out-of-network physician at a contracted hospital. The law  
5 abhors forfeitures. (Civ. Code, §1442.)

6 39. CHA has suffered injury in fact as the result of this misconduct by Anthem,  
7 including, without limitation, in the form of significant time spent by its employees, as well as  
8 money and other resources, spent educating about and lobbying against Anthem's unlawful  
9 conduct, because Anthem's conduct threatens CHA's bona fide, preexisting mission of advocating  
10 for better, more accessible health care for all Californians, ensuring that hospitals will continue to  
11 be able to provide exceptional care to patients and comprehensive health services to communities,  
12 and providing information, resources, and perspective to state and federal policy makers to inform  
13 decisions.

14 40. CHA seeks an injunction prohibiting Anthem from implementing its Out-Of-  
15 Network Policy or from imposing any penalties on—or terminating contracts with—its  
16 participating hospitals who allow nonparticipating providers to provide medical care to Anthem's  
17 members.

18 41. CHA's legal remedies are inadequate in that Anthem's unfair, unlawful, and  
19 fraudulent conduct is ongoing, and repeated litigation to correct Anthem's ongoing actions is  
20 inefficient.

21 **SECOND CAUSE OF ACTION**

22 **(Declaratory Relief)**

23 42. CHA incorporates by reference the allegations set forth above.

24 43. A dispute has arisen between CHA and Anthem as to whether Anthem's actions in  
25 selling PPO insurance with the promise that its members can receive medical care from out-of-  
26 network providers and in issuing the Out-Of-Network Policy which penalizes hospitals if they  
27 allow a non-contracted provider to provide care to an Anthem member (intentionally or  
28 unintentionally) is illegal, fraudulent, and an unfair business act or practice. CHA is informed and

1 believes that Anthem contends that its actions are not illegal, fraudulent or an unfair business act  
2 or practice.

3 44. CHA seeks a declaration that Anthem's practices as described above are illegal,  
4 fraudulent and/or an unfair business act or practice.

5 **PRAYER FOR RELIEF**

6 Wherefore, CHA prays for judgement against Anthem as follows:

7 1. For an injunction pursuant to Business and Professions Code section 17203,  
8 enjoining Anthem from implementing its Out-Of-Network Policy or from imposing any penalties  
9 on—or terminating contracts with—its participating hospitals who allow nonparticipating  
10 providers to provide medical care to Anthem's members.

11 2. For a declaration that Anthem's practices in selling PPO insurance with the promise  
12 that its members can receive medical care from out-of-network providers and in issuing the Out-  
13 Of-Network Policy which penalizes hospitals if they allow a non-contracted provider to provide  
14 care to an Anthem member (intentionally or unintentionally) is illegal, fraudulent, and an unfair  
15 business act or practice.

16 3. For reasonable attorneys' fees pursuant to Code of Civil Procedure section 1021.5;

17 4. For such other and further relief as the Court deems just and proper.

18  
19 Dated: May 4, 2026

KING & SPALDING LLP

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21 

22 By: DARON L. TOOCH  
GLENN E. SOLOMON

23 Attorneys for Plaintiff CALIFORNIA HOSPITAL  
24 ASSOCIATION

# **Exhibit A**

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# Plans

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Feedback



Health insurance plans vary in coverage, cost, and availability of doctors in your network. By understanding the different types of medical insurance, you can select a plan that best fits your needs.

Below are the three most common types of health coverage and key details of each:

#### HMO (Health Maintenance Organization)

- Lowest monthly premiums
- Primary care provider selection required\*
- Referral required to see a specialist\*
- Only in-network providers and emergency visits are covered

#### EPO (Exclusive Provider Organization)

- Lower monthly premiums than PPO
- Primary care provider not required
- No referral required to see a specialist
- Only in-network providers and emergency visits are covered

#### PPO (Preferred Provider Organization)

- Highest monthly premiums
- Primary care provider not required
- No referral required to see a specialist
- Preferred in-network provider options, out-of-network care is covered but costs more

*\*Most Anthem HMO plan options do not require a PCP selection or referral to see specialists.*



providers unless it is an emergency. The HMO model helps keep healthcare costs affordable for members.

An HMO may be right for you if:

- You plan on visiting doctors within the coverage network
- You want to pay less for monthly premiums and out-of-pocket costs
- You prefer a relationship with one doctor who can help manage your care and refer you to specialists as needed\*

*\*Most Anthem HMO plan options do not require a PCP selection or referral to see specialists.*

## What Is A PPO (Preferred Provider Organization) Plan?

A PPO is a health plan with a “preferred” network of providers in your area and does not require a primary care provider (PCP) referral to see a specialist. A PPO health plan provides more choices but typically has higher monthly premiums. With a PPO plan, you can save money if you use doctors in the plan’s network. You can also use doctors, hospitals, and providers outside of the network but it will cost more.

A PPO plan may be right for you if:

- You prefer more freedom in your choice of doctors and hospitals
- You want to see specialists without a referral
- You have a doctor you already like and do not mind paying more in overall costs for a broader network of providers

## What Is An EPO (Exclusive Provider Organization) Plan?

An EPO is a hybrid of an HMO and a PPO. EPOs generally offer a little more flexibility than an HMO and are usually less expensive than a PPO. Like a PPO, you won’t need a referral to get care from a specialist. But similar to an HMO, you’ll be responsible for paying the costs for seeing a doctor outside of the plan’s network.

An EPO plan may be right for you if:

- You want more doctor and hospital options within your network
- You are looking for a health plan that offers the coverage you need with costs that fall between a PPO and an HMO
- You prefer to see a specialist without consulting with your primary care physician

## Shop For Health Insurance Through Anthem

You can explore all of the health plans Anthem offers, including plans certified by the Marketplace. If you’re concerned you can’t fit health insurance into your budget, you can check if you are eligible for a [health insurance subsidy](#), which is financial help from the government to help pay for your healthcare coverage. If you qualify, you may be able to lower or completely eliminate your premium.

Marketplace plans are available in [four metal levels](#):

### Bronze

- Lowest monthly premiums
- Higher deductibles
- For individuals and families who only need routine checkups, preventive care, and emergency care coverage

### Silver

- Average monthly premiums



**Gold**

- Higher monthly premiums
- Lower deductibles
- For individuals and families who need routine preventive care and have ongoing healthcare needs

**Platinum**

- Highest monthly premiums
- Lowest deductibles
- Coverage for nearly all healthcare costs
- For individuals and families with ongoing healthcare needs

Learn more about choosing a [Marketplace health plan](#).

## Get Help Navigating Your Health Insurance Options

Count on our experience and support to enroll in health coverage. We can help you choose a health insurance plan with Anthem and guide you through the process.

# Find The Right Plan For You

Compare health insurance plans and find one that fits your needs.

Shop Plans



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Member Support ▾

Health & Wellness Resources ▾

Find Care

Log In



### Marketplace Health Insurance: How It Works

Understand how the Health Insurance Marketplace works, who qualifies, and when to enroll. Learn more at Anthem.

[Learn more about the Health Insurance Marketplace](#) →



### How to Choose a Health Insurance Plan

Knowing the essentials will help you choose the health insurance plan that's right for you and your family.

[Learn more about choosing a health plan](#) →



### How Much Does Individual Health Insurance Cost?

The cost of health insurance is a major deciding factor if you are comparing coverage options. Find out how to compare costs to find a plan that fits your needs and budget.

[Learn more about health insurance costs](#) →

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