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Anthem Blue Cross Life and Health
8 Insurance Company

9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 WUN-LING CHANG, M.D., INC., on
behalf of itself and all others similarly
14 situated,

15 **Plaintiff,**

16 **vs.**

17 BLUE CROSS OF CALIFORNIA, dba
18 ANTHEM BLUE CROSS; ANTHEM
BLUE CROSS LIFE AND HEALTH
19 INSURANCE COMPANY, and DOES 1
through 20, inclusive,

20 **Defendants.**
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Case No: 2:19-cv-02930

Removal from Los Angeles County
Superior Court, Case No.: 19STCV02777

**NOTICE OF REMOVAL OF ACTION
TO FEDERAL COURT PURSUANT
TO 28 U.S.C. §§ 1331, 1441, and 1442**

Compl. Filed: January 31, 2019

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 **TO THE CLERK FOR THE U.S. DISTRICT COURT FOR THE**
2 **CENTRAL DISTRICT OF CALIFORNIA AND TO ALL PARTIES:**

3 **PLEASE TAKE NOTICE** that Defendants Blue Cross of California dba
4 Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company
5 (collectively “Anthem”) hereby remove this action from the Los Angeles County
6 Superior Court to the United States District Court for the Central District of
7 California, pursuant to 28 U.S.C. §§ 1331, 1441, and 1442. In support of this Notice
8 of Removal, Anthem states the following:

9
10 **I. THIS COURT HAS SUBJECT MATTER JURISDICTION PURSUANT**
11 **TO 28 U.S.C. §§ 1331, 1441, AND 1442**

12 This action is a civil action within the meaning of the Acts of Congress relating
13 to the removal of cases.

14 On January 31, 2019, Plaintiff Wun-Ling Chang, M.D., Inc., (“Plaintiff”) filed a
15 Complaint against Anthem in the Los Angeles County Superior Court asserting causes
16 of action for Violation of Business and Professions Code § 17200, Declaratory Relief,
17 Breach of Contract, and Quantum Meruit seeking reimbursement for medical services.
18 A copy of all process, pleadings, and orders filed in the original state court action,
19 case number 19STCV02777, is attached as **Exhibit 1**.

20 Plaintiff alleges that it provided medical services to Anthem members/insureds
21 who assigned to Plaintiff their rights to benefits under their respective health plans.
22 Plaintiff is now suing for the benefits purportedly owed under those health plans. On
23 March 18, 2019, Plaintiff provided to Anthem a list of the medical claims at issue.
24 *See* Declaration of Michelle L. Cheng (“Cheng Decl.”) ¶ 2 and Exhibit 1. Some of the
25 medical claims Plaintiff listed seek benefits under group employee benefit plans
26 governed by the Employee Retirement Income Security Act of 1974, as amended, 29
27 U.S.C. §§ 1001, *et. seq.* (“ERISA”). *See* Declaration of Christopher Loftin (“Loftin
28 Decl”) ¶ 2 and Exhibits 2–11. At least one of the medical claims Plaintiff listed seeks

1 benefits under a Medicare Advantage Plan administered by Anthem pursuant to a
2 broad delegation of authority by the Center for Medicare & Medicaid Services,
3 pursuant to 42 U.S.C. § 1395w-27. *See* Loftin Decl. ¶ 3 and Exhibit 12.

4 Because Plaintiffs’ Complaint seeks and relates to the enforcement of rights and
5 the payment of benefits under ERISA plans, ERISA completely preempts Plaintiff’s
6 cause of action for these claims and supplies the basis for federal jurisdiction. 28
7 U.S.C. § 1331; 29 U.S.C. §§ 1132, 1144 (ERISA §§ 502, 514). In addition, because
8 the Complaint seeks and relates to the enforcement of rights and the payment of
9 benefits under a Medicare Advantage Plan against a Medicare Advantage
10 Organization to which a federal agency has delegated its duty to administer Medicare
11 benefits, the Federal Officer Removal Statute supplies the basis for federal
12 jurisdiction. 28 U.S.C. § 1442.

13
14 **II. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE**
15 **SATISFIED**

16 This Notice of Removal is timely filed as required by 28 U.S.C. § 1446(b)(3).
17 Plaintiff provided to Anthem a list of the medical claims at issue on March 18, 2019.
18 *See* Cheng Decl. ¶ 2 and Exhibit 1.

19 This action is pending at the Superior Court of California for the County of Los
20 Angeles, which is located within the jurisdiction of the United States District Court
21 for the Central District of California, Western Division. Thus, venue is proper in this
22 Court because it is the “district and division embracing the place where such action is
23 pending.” 28 U.S.C. § 1441(a).

24 In compliance with 28 U.S.C. §1446(d), Anthem will serve on all other parties
25 and file with the Clerk of the Superior Court a “Notice to Plaintiff and the Clerk of
26 the Superior Court of Removal of Civil Action to the United States District Court,”
27 attaching a copy of this Notice of Removal.

28 No previous application has been made for the relief requested herein.

1 WHEREFORE, Anthem respectfully removes this action from the California
2 Superior Court, County of Los Angeles to this Court pursuant to 28 U.S.C. §§ 1331,
3 1441, and 1442.

4
5 DATED: April 16, 2019

REED SMITH LLP

6
7 By: /s/ Benjamin C. Watson
8 Kenneth N. Smersfelt
9 Amir Shlesinger
10 Michelle L. Cheng
11 Benjamin C. Watson
12 Attorneys for Defendants Blue Cross of
13 California dba Anthem Blue Cross and
14 Anthem Blue Cross Life and Health
15 Insurance Company
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REED SMITH LLP
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Exhibit 1

1 GIANELLI & MORRIS, A Law Corporation
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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 31 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: Steven Drew, Deputy

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12 Attorneys for Plaintiff,
Wun-Ling Chang, M.D., Inc. on behalf of itself
13 and all others similarly situated

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES

17 WUN-LING CHANG, M.D., INC., on behalf
of itself and all others similarly situated,

18 Plaintiff,

19 v.

20 BLUE CROSS OF CALIFORNIA d/b/a
21 ANTHEM BLUE CROSS; ANTHEM BLUE
22 CROSS LIFE AND HEALTH INSURANCE
COMPANY, and DOES 1 through 20,
23 Inclusive

CASE NO.: **19STCV02777**

CLASS ACTION COMPLAINT FOR:

- 1. VIOLATION OF BUSINESS & PROFESSIONS CODE SECTION 17200
- 2. DECLARATORY RELIEF
- 3. BREACH OF CONTRACT
- 4. QUANTUM MERUIT

1 Plaintiff brings this action on behalf of itself and all others similarly situated, against
2 Defendants Blue Cross of California dba Anthem Blue Cross and Anthem Blue Cross Life and
3 Health Insurance Company and DOES 1 through 20 as follows:

4 **GENERAL ALLEGATIONS**

5 1. The true names and capacities, whether individual, corporate, associate or otherwise,
6 of Defendant Does 1 through 20, inclusive, are unknown to Plaintiff at this time. Plaintiff therefore
7 sues said Defendants by such fictitious names. Each of the fictitiously named Defendants is
8 responsible in some manner for the conduct alleged herein and for the injuries suffered by the
9 Plaintiffs and the members of the Classes.

10 **NATURE OF THE ACTION**

11 2. This class action is filed on behalf of California medical providers who are not
12 contracted providers with Defendants but who have rendered emergency services to patients covered
13 by Defendants. California laws require that health plans such as Defendants (health care service
14 plans and health insurers) to pay reasonable compensation to non-contracted providers who provide
15 emergency services to a health plan's enrollees, up to the time when care results in stabilization of
16 the patient. California laws also require that health plans make prompt payment to all providers.
17 Anthem has systematically violated the emergency services reimbursement laws and the prompt
18 payment laws by paying unreasonably low rates for providers rendering emergency services while
19 patients are in the hospital. Defendants have also violated their obligation to make payment to the
20 non-contracted providers pursuant to the aforementioned laws and the assignments of benefits
21 obtained by the providers from the enrollees and instead have made their lesser payments directly to
22 the enrollees, thereby depriving the non-contracted providers of any reimbursement.

23 **THE PARTIES**

24 3. Plaintiff, Wun-Ling Chang, M.D., Inc. is a medical corporation, incorporated and
25 maintaining its principal place of business in the State of California. Wun-Ling Chang, M.D. is a
26 physician and board-certified specialist in infectious disease, and the president and chief executive
27 officer of Wun-Ling Chang, M.D., Inc.

28 4. Defendant Blue Cross of California dba Anthem Blue Cross is a corporation,

1 incorporated and maintaining its principal place of business in Woodland Hills, California. It is a
2 health care service plan licensed by the Department of Managed Health Care.

3 5. Defendant Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance
4 Company is a corporation, incorporated and maintaining its principal place of business in Woodland
5 Hills, California. Anthem Blue Cross Life and Health Insurance Company is an insurance company
6 licensed by the Department of Insurance.

7 6. Defendants Blue Cross of California dba Anthem Blue Cross and Anthem Blue
8 Cross Life and Health Insurance Company are sister companies that use the same employees, data
9 systems, procedures, and work premises. They are collectively referred to herein as "Anthem."

10 7. The medical services and the non-payments, underpayments, and/or delayed
11 payments of claims for reimbursement at issue in this complaint occurred in the State of California,
12 including in the County of Los Angeles.

13 **SUBSTANTIVE ALLEGATIONS**

14 **A. Anthem's practices.**

15 **1. Anthem's violation of emergency services reimbursement laws.**

16 8. Health care service plans such as Blue Cross of California are subject to the Health
17 & Safety Code. Health and Safety Code section 1371.4(b) states that a health care service plan "shall
18 reimburse providers for emergency services and care provided to its enrollees, until the care results
19 in stabilization of the enrollee, except as provided in subsection (c). Subsection (c) provides, in part,
20 that "[p]ayment for emergency services and care may be denied only if the health care service plan
21 ... reasonably determines that the emergency services and care were never performed[.]"

22 9. Regulations of the Department of Managed Health Care provide that a health care
23 service plan must pay "the reasonable and customary value for the health care services rendered
24 based upon statistically credible information that is updated at least annually and takes into
25 consideration: (i) the provider's training, qualifications, and length of time in practice; (ii) the nature
26 of the services provided; (iii) the fees usually charged by the provider; (iv) prevailing provider rates
27 charged in the general geographic area in which the services were rendered; (v) other aspects of the
28 economics of the medical provider's practice that are relevant; and (vi) any unusual circumstances in

1 the case....” 28 California Code of Regulations §1300.71(a)(3)(B).

2 10. Blue-Cross of California has engaged in a practice of failing to pay the reasonable
3 rates of non-contracting providers when they have performed emergency services for its enrollees as
4 hospital-admitted patients. Blue Cross of California has failed to implement claims procedures to
5 adequately identify and reimburse non-contracted providers for emergency services provided to its
6 enrollees, as required by California law, including failing and refusing to recognize services
7 performed by non-contracting specialists as emergency services when those services are performed
8 on an emergent basis in a hospital instead of in an emergency room. Various types of specialists,
9 such as surgeons, infectious disease experts, and others, frequently provide services to a patient on
10 an emergent basis, after the patient has been admitted to the hospital, but prior to the time when care
11 has resulted in the stabilization of the patient. Blue Cross of California does not identify and
12 recognize these emergency, pre-stabilization services, and unlawfully and improperly calculates
13 payment for services based on its non-contracted rates that are well below the reasonable value of
14 the specialists’ emergency services.

15 11. Insurance companies such as Blue Cross Life & Health Insurance Company are
16 subject to the Insurance Code. Insurance Code section 10112.7 provides that “A group or individual
17 health insurance policy issued, amended, or renewed on or after January 1, 2014, that provides or
18 covers any benefits with respect to services in an emergency department of a hospital shall cover
19 emergency services for non-contracted providers in a manner that is not more restrictive than for
20 contracted providers.

21 12. Anthem Blue Cross Life and Health Insurance Company has engaged in a practice of
22 failing to pay the appropriate rates of non-contracting providers when they have performed
23 emergency services for its enrollees as hospital-admitted patients. Anthem Blue Cross Life and
24 Health Insurance Company has failed to implement claims procedures to adequately identify and
25 reimburse non-contracted providers for emergency services provided to its enrollees, as required by
26 California law, including failing and refusing to recognize services performed by non-contracting
27 specialists as emergency services when those services are performed on an emergent basis in a
28 hospital instead of in an emergency room. Anthem Blue Cross Life and Health Insurance Company

1 does not identify and recognize these emergency services, provided after the patient has been
2 admitted to the hospital, but prior to the time when care has resulted in the stabilization of the
3 patient, and unlawfully and improperly makes payments that are below the rates Anthem Blue Cross
4 Life and Health Insurance Company applies to contracted providers, and well below the reasonable
5 value of the specialists' emergency services.

6 **2. Anthem's violation of prompt payment laws.**

7 13. Delayed reimbursement of medical providers by health care service plans and health
8 insurers severely hinders providers' ability to effectively operate their practices and diverts resources
9 from delivery of patient care to the collection of reimbursement and other financial concerns and
10 considerations.

11 14. Pursuant to Health & Safety Code sections 1371 and 1371.35, health care service
12 plans must reimburse any claim, or if contested, any uncontested portion of a claim, as soon as
13 practicable, but no later than 30 working days after receipt of the claim (or 45 working days after
14 receipt if the plan is an health maintenance organization), or provide written notice that the claim is
15 contested or denied and the specific reasons therefor within the same time limits. For any claim
16 contested or denied on the basis that the plan has not received sufficient information, reimbursement
17 must be paid with 30 working days after receipt of any necessary information (or 45 working days
18 after receipt if the plan is an health maintenance organization). For any claim not timely reimbursed,
19 interest accrues at a rate of 15% per annum, and such interest must be automatically included with
20 the reimbursement payment, or the plan is subject to additional penalties.

21 15. Similarly, pursuant to Insurance Code section 10123.13, health insurers must
22 reimburse any claim, or if contested, any uncontested portion of a claim, as soon as practicable, but
23 no later than 30 working days after receipt of the claim, or provide written notice that the claim is
24 contested or denied and the specific reasons therefor within the same time limits. For any claim
25 contested or denied on the basis that the plan has not received sufficient information, reimbursement
26 must be paid with 30 working days after receipt of any necessary information. For any claim not
27 timely reimbursed, interest accrues at a rate of 10% per annum.

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1 16. Despite these obligations, Anthem has failed to make timely payment of claims that
2 involve emergency services, or has underpaid those claims as described above, and has not paid the
3 interest and penalties due for late payments.

4 **3. Anthem's failure to remit payment to non-contracting providers.**

5 17. The rights to benefits under Anthem's health plans have been assigned by Anthem's
6 enrollees, as a matter of course, to non-contracting providers. This obligates Anthem to make
7 payment to the non-contracting providers. Additionally, with respect to Anthem's obligation to pay
8 for emergency services or non-emergency services provided in connection with a stay at a contracted
9 hospital, Anthem is required to directly remit reimbursement payments to non-contracting providers
10 for those services. Further, in the case of emergency services, California law does not permit
11 Anthem to reduce the reimbursement paid to the provider for any patient share of cost (i.e., co-
12 payment, co-insurance, and/or deductible amounts), but must remit full reimbursement to the
13 provider and address such patient share issues with the patient.

14 18. Despite these obligations, Anthem has improperly and unlawfully made payment to
15 the patients for the services rendered by the non-contracting providers, including reduction of
16 reimbursement for emergency services by patient share of cost. These actions, intended to punish
17 non-contracting providers for not entering into contracts with Anthem and thereby accepting
18 Anthem's lower reimbursement rates, violate California laws and the terms of the assignments.

19 **B. Anthem's practices as applied to Dr. Chang.**

20 19. Dr. Chang is a specialist in the treatment of infectious disease. In the course of her
21 practice, Dr. Chang regularly provides emergency medical services to Anthem enrollees, prior to
22 stabilization of the patient's condition. Plaintiff is not a contracted provider with Anthem.

23 20. Plaintiff has submitted claims to Anthem for reimbursement for services rendered to
24 Anthem enrollees for emergency services, for which Anthem has failed and refused and/or delayed
25 to remit reimbursement, interest, and penalties, or to otherwise comply with the requirements of
26 California's emergency services reimbursement and prompt payment laws.

27 22. Plaintiff has submitted claims to Anthem for reimbursement for services rendered to
28 Anthem enrollees, including for emergency services law, for which Anthem has failed and refused

1 and/or delayed to remit payment to plaintiff, instead remitting payments to Anthem's enrollee, the
2 patient.

3 **CLASS ALLEGATIONS**

4 23. Pursuant to Code of Civil Procedure section 382 and California Rules of Court, Rule
5 3.760 *et seq.*, plaintiff seeks certification of the following class:

6 All licensed medical providers (including provider groups) who have submitted claims
7 for reimbursement to Anthem for services provided to a patient with Anthem health
8 coverage, where the provider was a non-contracted provider with Anthem and Anthem
9 (a) did not pay a claim for emergency services, (b) did not meet the prompt payment
deadlines and did not pay the appropriate interest or penalty, and/or (c) paid the patient
instead of the non-contracted provider.

10 24. The proposed Class and Subclasses each meet the requirements of a certified class in
11 that:

- 12 a. The members of the Class are so numerous that joinder of all members is
13 impracticable;
- 14 b. The members of the Class are ascertainable;
- 15 c. Common questions of law and fact predominate over any individual issues as
16 to all members of the Class;
- 17 d. Plaintiff's claims are typical of the claims of the members of the Class.
18 Plaintiff is a member of the Class and Plaintiff and the Class members and
19 Subclass members are similarly affected by Anthem's wrongful conduct;
- 20 e. Plaintiff will fairly and adequately protect the interests of the members of the
21 Class and has retained counsel competent and experienced in class and
22 insurance litigation; and
- 23 f. A class action is superior to all other available methods for the fair and
24 efficient adjudication of this controversy since it will promote judicial
25 economy and avoid inconsistent individual results.

26 **FIRST CAUSE OF ACTION**
27 **(Violation of the Unfair Competition Law)**

28 26. Plaintiff hereby repeats and re-alleges all preceding paragraphs and incorporates

1 same as though fully set forth herein.

2 27. Business and Professions Code section 17200 *et seq.*, the Unfair Competition Law
3 (“UCL”), prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent
4 business act or practice” and “unfair, deceptive, untrue or misleading advertising.”

5 28. With respect to plaintiff and the Class, by the acts and omissions alleged herein,
6 Anthem has violated the UCL by systematically and repeatedly violating California’s emergency
7 services reimbursement laws, prompt payment laws, failing to timely remit reimbursement, interest,
8 and penalties, and to otherwise comply with California’s prompt payment laws, remitting payments
9 to Anthem’s enrollees instead of to providers, and performing other unfair acts of which plaintiff is
10 presently unaware.

11 29. As a result of Anthem’s violations, Plaintiff has suffered injury in fact and has lost
12 money or property.

13 30. On behalf of itself, and the Class, Plaintiff requests restitution, interest, and
14 injunctive relief as remedies to correct Anthem’s failure to comply with California’s emergency
15 services reimbursement laws, the prompt payment laws, and the practice of paying Anthem enrollees
16 instead of the non-contracting providers.

17 31. Plaintiff requests attorneys’ fees under California Code of Civil Procedure section
18 1021.5, the substantial benefit doctrine, a common fund theory, or any other basis permitted by law.

19 **SECOND CAUSE OF ACTION**
20 **(Declaratory Relief)**

21 32. Plaintiff hereby repeats and re-alleges all preceding paragraphs and incorporates the
22 same as though fully set forth herein.

23 33. As alleged above, an actual controversy now exists between Plaintiff and Anthem
24 regarding their rights and liabilities under the emergency services reimbursement laws, the prompt
25 payment laws, and Anthem’s obligation to pay non-contracting providers instead of Anthem
26 enrollees.

27 34. Plaintiff requests attorneys’ fees under Code of Civil Procedure section 1021.5, the
28 substantial benefit doctrine, a common fund theory, or any other basis permitted by law.

**THIRD CAUSE OF ACTION
(Breach of Contract)**

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35. Plaintiff hereby repeats and re-alleges all preceding paragraphs and incorporates the same as though fully set forth herein.

36. The rights to benefits under Anthem's health plans have been assigned by Anthem's enrollees, as a matter of course, to non-contracting providers, including Plaintiff. Additionally, California's emergency services reimbursement laws, other laws that require payment to providers, and the prompt payment laws, are read into Anthem's health plan contracts as a matter of law.

37. Anthem has breached the terms of its contracts with its enrollees, and therefore the obligations owed non-contracting providers as assignees of benefits under the contracts and by operation of law, by violating California's emergency services reimbursement laws, prompt payment laws, and the obligation to pay the non-contracted providers instead of Anthem enrollees for the services rendered them.

38. As a proximate result of said acts, plaintiff, and the Class have suffered loss of benefits under the Anthem health plans, plus interest, in an amount to be proven at the time of trial.

**FOURTH CAUSE OF ACTION
(Quantum Meruit)**

39. Plaintiff hereby repeats and re-alleges all preceding paragraphs and incorporates the same as though fully set forth herein.

40. Anthem verified the existence of coverage for the patients treated by Plaintiff, as alleged herein. In doing so, Anthem agreed that it would pay benefits for the services rendered by Plaintiff to the patients.

41. Additionally, Anthem knew that it would be understood and expected that it would be obligated to pay for emergency medical services provided by Plaintiffs, regardless of whether Plaintiffs was an in-network or out-of-network provider. Anthem understood that the services provided its enrollees for emergency services would not be provided for free.

42. Plaintiff rendered services to patients covered by Anthem, as alleged herein.

43. Anthem has not paid for the services Plaintiff provided to patients covered by Anthem.

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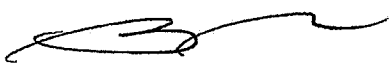
44. Plaintiff is entitled to the reasonable value of the services provided to the patients covered by Anthem.

WHEREFORE, Plaintiff, and the members of the Class pray for judgment against Anthem as follows:

1. Restitution and interest, and late payment penalties, as described herein;
2. A preliminary and permanent injunction as described herein;
3. A declaration of the rights and liabilities of the parties;
4. Damages, statutory interest, and pre-judgment interest, as described herein;
5. Reasonable attorneys' fees;
6. Costs of suit incurred herein; and
7. For such other and further relief as the Court deems just and proper.

DATED: January 30, 2019

GIANELLI & MORRIS
ERNST LAW GROUP

By: 

 ROBERT S. GIANELLI
 ADRIAN J. BARRIO
 HOWARD LORING ROSE
 Attorneys for Plaintiff and the Class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Anthem Blue Cross Underpays Non-Contracted Medical Providers](#)
