

EXHIBIT A

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Fruin

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8 Attorneys for Plaintiff AHCS – MENTAL HEALTH & WELLNESS, INC. dba BERRY &
 9 SWEENEY PHARMACY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

13 AHCS – MENTAL HEALTH & WELLNESS,
 14 INC. d/b/a BERRY & SWEENEY
 PHARMACY, a California Corporation,

Case No.: **21STCV19992**

15 Plaintiff,

COMPLAINT FOR:

16 vs.

- 17 **1. Conversion (Count I);**
- 18 **2. Conversion (Count II);**
- 19 **3. Conversion (Count III);**
- 20 **4. Intentional Misrepresentation;**
- 21 **5. Negligent Misrepresentation;**
- 22 **6. Unfair Competition in Violation of**
California Business & Professions
Code §§ 17200 et seq.

18 THE LOCAL INITIATIVE HEALTH
 19 AUTHORITY FOR LOS ANGELES
 COUNTY d/b/a L.A. CARE HEALTH PLAN;
 20 and DOES 1 through 20, inclusive,

21 Defendant.

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1 Plaintiff, AHCS – MENTAL HEALTH & WELLNESS, INC. dba BERRY &
2 SWEENEY PHARMACY, alleges as follows:

3 **PARTIES**

4 **1. Plaintiff.**

5 a) AHCS – MENTAL HEALTH & WELLNESS, INC. dba BERRY & SWEENEY
6 PHARMACY is, and at all times relevant to this Complaint was, a corporation organized and
7 existing under the laws of the State of California with its principal place of business located at
8 6241 Hetty Street, Fontana, California.

9 b) Unless otherwise designated, AHCS – MENTAL HEALTH & WELLNESS, INC.
10 dba BERRY & SWEENEY PHARMACY shall hereinafter be referred to as Plaintiff or
11 “Pharmacy.”

12 **2. Defendants.**

13 a) Plaintiff is informed and believes and thereon alleges that defendant THE
14 LOCAL INITIATIVE HEALTH AUTHORITY FOR LOS ANGELES COUNTY d/b/a L.A.
15 CARE HEALTH PLAN (“Defendant” or “LA CARE” or the “Plan”), is, and at all times relevant
16 to this Complaint was, a publicly operated, managed health care service plan created by the State
17 of California to provide health coverage to low-income Los Angeles County residents.

18 3. LA CARE is subject to and regulated by the Knox-Keene Health Care Service
19 Plan Act of 1975 (CAL. HEALTH & SAFETY CODE §§ 1340 et seq. or “Knox-Keene Act”).

20 4. Plaintiff is unaware of the true names or capacities of defendants sued herein as
21 DOES 1 through 20 inclusive, and for that reason sues said defendants by such fictitious names.
22 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
23 defendants is responsible in some manner for, and proximately caused, the harm and damages
24 alleged herein below. Plaintiff will file and serve an amendment to this Complaint alleging the
25 true names and capacities of said fictitiously named defendants if and when such true names and
26 capacities become known to Plaintiff.

27 5. Plaintiff is informed and believes and thereon alleges that each of the defendants
28 named herein acted as the employee, agent, partner, alter-ego and/or joint venturer of each of the

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1 other defendants named herein, and, in doing the acts and in carrying out the wrongful conduct
2 alleged herein, each of said defendants acted within the scope of said relationship and with the
3 permission, consent and ratification of each of the other defendants named herein.

4 **GENERAL ALLEGATIONS**

5 6. Plaintiff is informed and believes and thereon alleges that LA CARE provides
6 prescription drug coverage to the Los Angeles County residents who are members of the Plan.

7 7. Plaintiff is informed and believes and thereon alleges that LA CARE contracts
8 with Navitus Health Solutions, LLC (“Navitus”), a pharmacy benefit manager (“PBM”), to act as
9 its agent to manage the prescription drug coverage of the Plan.

10 8. In turn, Navitus provides a network of local pharmacies, including the Plaintiff, to
11 provide prescription drugs and services to members of the Plan.

12 9. Network pharmacies, including the Plaintiff, obtain Plan authorizations to fill and
13 dispense prescriptions presented by Plan members and are then, subsequently, reimbursed by LA
14 CARE.

15 10. Typically, and in the case of the Plaintiff, LA CARE reimbursements for
16 prescription drugs, dispensed to its members, flow through its PBM which disburses those
17 reimbursements into a central payment account of the dispensing pharmacy.

18 11. Typically, each health plan maintains a formulary, which is a list of prescription
19 drugs authorized to be dispensed to its members without prior authorization, either with or
20 without a co-pay.

21 12. Typically, drugs that do not appear on the formulary (non-formulary drugs)
22 require a prior authorization before they can be dispensed for reimbursement by the health plan.

23 13. Plaintiff is informed and believes and thereon alleges that LA CARE requires
24 health care providers to obtain a Prior Authorization (“PA”) before non-formulary drugs can be
25 dispensed under the Plan.

26 14. Plaintiff is informed and believes and thereon alleges that LA CARE has
27 delegated the responsibility of managing its PAs to its agent, Navitus.

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1 15. The drug INGREZZA®, prescribed to treat tardive dyskinesia, is a drug for which
2 LA CARE required a Prior Authorization at all times relevant to this Complaint.

3 16. It is standard practice for a pharmacy, such as Plaintiff, to initiate, facilitate, and
4 procure Prior Authorizations on behalf of their patients and the prescriber.

5 17. A Prior Authorization, procured and held by one pharmacy, may be transferred to
6 another pharmacy of the patient’s choice (“Transferred PA”).

7 18. During 2018 and 2019, Plaintiff dispensed 115 prescriptions of INGREZZA® to
8 thirteen LA CARE patients pursuant to Transferred PAs procured by the patients’ previous
9 pharmacies. The claims value of said prescriptions was \$678,972.44 (“Transferred PA Claims”),
10 which was reimbursed to Plaintiff by Defendant.

11 19. During 2017, 2018, and 2019, Plaintiff dispensed 64 prescriptions of
12 INGREZZA® to LA CARE patients pursuant to Prior Authorizations procured from the
13 Defendant through Plaintiff’s submission of the INGREZZA® INBRACE Treatment Form. The
14 claims value of said prescriptions was \$369,225.30 (“INBRACE Claims”), which was
15 reimbursed to Plaintiff by Defendant.

16 20. CoverMyMeds® is an online portal used by pharmacies, such as the Plaintiff, to
17 initiate, facilitate, track, and procure Prior Authorizations on behalf of their patients and the
18 prescriber. CoverMyMeds® is Navitus’ preferred method for Prior Authorization requests.

19 21. During 2017, 2018, and 2019, Plaintiff dispensed 75 prescriptions of
20 INGREZZA® to LA CARE patients pursuant to Prior Authorizations procured from the
21 Defendant through Plaintiff’s submissions of Prior Authorization requests via the
22 CoverMyMeds® portal. The claims value of said prescriptions was \$430,616.54
23 (“CoverMyMeds Claims”), which was reimbursed to Plaintiff by Defendant.

24 22. The total value of claims at issue in this matter is \$1,478,814.28 (“Ingrezza
25 Claims Amount”) including Transferred PA Claims, INBRACE Claims, and CoverMyMeds
26 Claims.

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