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Interim Class Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Christopher Corcoran, Elizabeth Gardner, Tyler
Clark, Michael Norkus, Zulema Avis, Robert
Garber, Toni Odorisio, Robert Guarnieri, Onnolee
Samuelson, Robert Jenks, Debbie Barrett, Carl
Washington, Robert Podgorny, Vincent Gargiulo,
Zachary Hagert, Kevin Cauley, Linda Krone,
Carolyn Caine, Ken Bolin, Walter Wulff, Amanda
Gilbert, and Gilbert Brown on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CVS Pharmacy, Inc.

Defendant.

Case No. 15-CV-3504-YGR

**THIRD AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

1 **I. INTRODUCTION**

2 1. Plaintiffs Christopher Corcoran, Elizabeth Gardner, Tyler Clark, Michael Norkus,
3 Zulema Avis, Robert Garber, Toni Odorisio, Robert Guarnieri, Onnolee Samuelson, Robert Jenks,
4 Debbie Barrett, Carl Washington, Robert Podgorny, Vincent Gargiulo, Zachary Hagert, Kevin Cauley,
5 Linda Krone, Carolyn Caine, Ken Bolin, Walter Wulff, Amanda Gilbert, and Gilbert Brown
6 (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, bring this action
7 against CVS Pharmacy, Inc. (“CVS”), to recover monetary damages, injunctive relief, and other
8 remedies for violations of state laws.

9 **II. NATURE OF THE ACTION**

10 2. This action alleges a common fraudulent and deceptive pricing scheme by CVS to
11 overcharge customers with third-party health care plans on purchases of generic prescription drugs at
12 CVS pharmacies.

13 3. CVS calls itself an “integrated pharmacy health care company with the ability to impact
14 consumers, payors, and providers with innovative, channel-agnostic solutions.” CVS Health
15 Corporation’s United States Securities and Exchange Commission Form 10-Q for the Quarterly Period
16 Ended June 30, 2015.

17 4. CVS currently operates more than 7,800 retail pharmacies in the United States and Puerto
18 Rico, nearly 1,000 walk-in medical clinics, and a pharmacy benefits manager with more than 70 million
19 plan members. CVS fills more than 1.7 billion prescriptions a year, has more than five million pharmacy
20 customers a day, and has captured a third of total prescription growth in the United States since 2008.

21 5. In June CVS announced that it will be acquiring and operating all of Target Corporation’s
22 in-store pharmacies, which will add more than 1,650 additional pharmacies to CVS’s pharmacy
23 business. When the Target acquisition is completed later this year, CVS will have more retail
24 pharmacies in the United States than any other company.

25 6. In 2014, CVS’s retail pharmacy business generated more than \$67 billion in revenues,
26 70% of which came from prescription drugs.

27 7. This action concerns CVS’s pricing of generic prescription drugs. A generic drug is a
28 copy of a brand-name drug. By law, generic drugs must have the same active ingredients as the brands

1 they copy. Generics must be the same strength and work the same way as the brand-name drug. Generics
2 typically cost less than brand-name drugs and, because of this cost savings, many third-party payors
3 give members a lower copay if they agree to use available generic drugs as a cost-savings incentive.
4 According to the IMS Institute for Healthcare Informatics, approximately 86% of all prescriptions filled
5 in the United States are for generic drugs.

6 8. About 90% of all United States citizens are now enrolled in a private or public health
7 care plan that covers some or all medical and pharmaceutical expenses. A feature of most of these plans
8 is the shared cost of prescription drugs. When a plan participant fills a prescription under a third-party
9 health care plan, the plan pays a portion of the cost, and the plan participant pays the remaining portion
10 of the cost directly to the pharmacy in the form of a copayment or copay. CVS pharmacies collect the
11 copay from the plan participant at the time the prescription is filled. The amount of the copay cannot
12 exceed CVS's usual and customary price, which is generally defined as the cash price to the general
13 public for the same drug.

14 9. Plaintiffs allege that CVS knowingly and intentionally overcharged pharmacy customers
15 for generic prescription drugs by submitting to third-party payors claims for payment at prices that CVS
16 has fraudulently inflated far above its usual and customary prices. CVS's false and deceptive pricing
17 scheme caused CVS pharmacy customers who purchased generic prescription drugs through third-party
18 plans to pay significantly more in copayments than CVS charges cash-paying customers to purchase the
19 same drugs.

20 10. All class members are CVS customers who participate in third-party health care plans
21 (either private insurance or a federal or state funded health care program) and have filled prescriptions
22 for generic drugs at CVS pharmacies using coverage provided by their third-party health care plans.
23 When a plan participant fills a prescription under a third-party health care plan, a third-party payor
24 (generally a private, public or governmental entity) pays a portion of the participant's prescription drug
25 costs. The remaining portion is paid directly by the plan participant in the form of a copayment or
26 "copay", which may include, for example, co-insurance, flat fees, or deductibles. CVS collects the
27 copay from the plan participant at the time a covered prescription drug is dispensed. The amount of the
28 copay collected by CVS from the plan participant may not exceed CVS's usual and customary price.

11. CVS commonly submits electronic claims for payment to third-party payors when it fills prescriptions. In submitting electronic claims for payment, CVS is required to state accurately its usual and customary price for every dispensing event, in accordance with the National Council for Prescription Drug Program (“NCPDP”) requirements. But for years, CVS has knowingly and intentionally submitted false and artificially inflated usual and customary prices for generic drugs to third-party payors. Beginning in 2008, CVS orchestrated and carried out a massive fraud that resulted in substantial ill-gotten gains, and substantial harm to Plaintiffs and the members of the Classes they represent. CVS created the “Health Savings Pass” (“HSP”) program—the centerpiece of its fraud—as an integral vehicle for overcharging third-party payors and plan participants for covered drugs. The HSP formulary includes long-term maintenance medications, which, in many instances, are prescribed to elderly and disabled patients on a regular basis.

12. For the 400 or so generic prescription drugs listed on the HSP formulary, CVS should have reported to third-party payors the HSP prices for those drugs as CVS’s usual and customary price, because the HSP price was (and is) the price CVS charged for cash customers not paying with insurance.

13. But, CVS purposefully disregards prices charged in the HSP program in setting its usual and customary prices for these generic prescription drugs when they are sold to customers covered in whole or in part by a third-party payor. Instead, CVS knowingly and intentionally submits falsely inflated “usual and customary prices” to third-party health payors, and overcharges customers paying for generic prescription drugs with insurance by collecting falsely inflated copays.

14. The HSP program has served a twofold purpose for CVS. Not only was the HSP program a means by which CVS could maintain and increase its market share by fending off discounted prices from its competitors, but importantly, CVS also intended that the HSP program would serve as a mechanism to hide CVS’s true usual and customary prices from third-party payors. By submitting false and inflated usual and customary prices to third-party payors, CVS knowingly and wrongfully overcharged plan participants copayment amounts that often exceeded the HSP drug prices available to the general public for the same drugs. In essence, the unlawful scheme that CVS designed allowed CVS to have its cake and eat it too: CVS could maintain and increase its cash-paying customer base while also maintaining higher reimbursement payments from third-party payors and higher copayments from

1 plan participants who filled their prescriptions at CVS pharmacies.

2 15. As a result of CVS's unlawful scheme, CVS overcharged Plaintiffs and the other class
3 members for generic prescription drugs (in many cases by more than three or four times the usual and
4 customary price) from November 2008 to the present. CVS's misconduct has caused Plaintiffs and the
5 other class members to suffer significant damages.

6 **III. PARTIES**

7 **A. Plaintiffs.**

8 16. Plaintiff Christopher Corcoran is domiciled in the State of California. Mr. Corcoran has
9 purchased generic versions of four monthly maintenance medications from CVS in California between
10 February 2009 and the present. Mr. Corcoran carries private health insurance and carried private health
11 insurance during the time that he purchased generic medications from CVS. All four medications
12 prescribed to Mr. Corcoran are on the CVS HSP generic medication list (attached hereto as Exhibit A).
13 CVS charged its cash-paying customers a usual and customary price of \$3.33 for a 30-day supply of the
14 same prescription that Mr. Corcoran purchased from 2008 to 2010, and \$3.99 from 2011 to the present.
15 CVS is required to charge Mr. Corcoran a copay that does not exceed the usual and customary price
16 CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Mr. Corcoran's
17 third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual
18 and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent
19 scheme, Mr. Corcoran has paid copays substantially higher than \$3.33 from 2008 to 2010 and \$3.99
20 from 2011 to the present per 30-day supply when he purchased his generic prescriptions from CVS and
21 has, thereby, been injured. CVS has overcharged Mr. Corcoran at least \$284.79 in inflated copays. Mr.
22 Corcoran anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus
23 faces the prospect of paying additional inflated copays in the future if CVS continues its wrongful
24 conduct.

25 17. Plaintiff Elizabeth Gardner is domiciled in the State of California. Ms. Gardner has
26 purchased generic versions of at least one monthly maintenance medication from CVS in California
27 between May 2015 and the present. Ms. Gardner carries private health insurance and carried private
28 health insurance during the time that she purchased generic medications from CVS. The medication

1 prescribed to Ms. Gardner appears on the CVS HSP generic medication list (Exhibit A hereto). CVS
2 charged its cash-paying customers a usual and customary price of \$3.99 for a 30-day supply of the same
3 prescription that Ms. Gardner purchased from 2015 to the present. CVS is required to charge Ms.
4 Gardner a copay that does not exceed the usual and customary price CVS charges for the prescription
5 drug. For these sales, CVS knowingly submitted to Ms. Gardner's third-party payor a purported usual
6 and customary price fraudulently inflated above CVS's true usual and customary price – the price CVS
7 offers under its HSP program. As a result of CVS's fraudulent scheme, Ms. Gardner has paid copays
8 substantially higher than \$3.99 from 2015 to the present per 30-day supply when she purchased her
9 generic prescription from CVS and has, thereby, been injured. CVS has overcharged Ms. Gardner at
10 least \$12.62 in inflated copays. Ms. Gardner anticipates filling future prescriptions for these generic
11 drugs at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future
12 if CVS continues its wrongful conduct.

13 18. Plaintiff Tyler Clark is domiciled in the State of California. Mr. Clark has purchased
14 generic versions of at least one monthly maintenance medication from CVS in California between March
15 2015 and the present. The medication prescribed to Mr. Clark appears on the CVS HSP generic
16 medication list (Exhibit A hereto). Mr. Clark carries private health insurance and carried private health
17 insurance during the time that he purchased generic medications from CVS. CVS charged its cash-
18 paying customers a usual and customary price of \$3.99 for a 30-day supply and \$11.99 for a 90-day
19 supply of the same prescription that Mr. Clark purchased from March 2015 to the present. CVS is
20 required to charge Mr. Clark a copay that does not exceed the usual and customary price CVS charges
21 for the prescription drug. For these sales, CVS knowingly submitted to Mr. Clark's third-party payor a
22 purported usual and customary price fraudulently inflated above CVS's true usual and customary price
23 – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Mr. Clark has,
24 during the class period, paid copays substantially higher than \$3.99 per 30-day supply and \$11.99 per
25 90-day supply from 2015 to the present when he purchased his generic prescriptions from CVS and has,
26 thereby, been injured. CVS has overcharged Mr. Clark at least \$44.41 in inflated copays. Mr. Clark
27 anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus faces the
28 prospect of paying additional inflated copays in the future if CVS continues its wrongful conduct.

1 19. Plaintiff Michael Norkus is domiciled in the State of California. Mr. Norkus has
2 purchased generic versions of at least one monthly maintenance medication from CVS in California
3 between December 2013 and the present. Mr. Norkus carries private health insurance and carried private
4 health insurance during the time that he purchased generic medications from CVS. The medication
5 prescribed to Mr. Norkus appears on the CVS HSP generic medication list (Exhibit A hereto). CVS
6 charged its cash-paying customers a usual and customary price of \$3.99 for a 30-day supply and \$11.99
7 for a 90-day supply of the same prescription that Mr. Norkus purchased from 2013 to the present. CVS
8 is required to charge Mr. Norkus a copay that does not exceed the usual and customary price CVS
9 charges for the prescription drug. For these sales, CVS knowingly submitted to Mr. Norkus's third-
10 party payor a purported usual and customary price fraudulently inflated above CVS's true usual and
11 customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme,
12 Mr. Norkus has, during the class period, paid copays substantially higher than \$3.99 per 30-day supply
13 and \$11.99 per 90-day supply from 2013 to the present when he purchased his generic prescriptions
14 from CVS and has, thereby, been injured. CVS has overcharged Mr. Norkus at least \$24.72 in inflated
15 copays. Mr. Norkus anticipates filling future prescriptions for these generic drugs at a CVS pharmacy,
16 and thus faces the prospect of paying additional inflated copays in the future if CVS continues its
17 wrongful conduct.

18 20. Plaintiff Zulema Avis is domiciled in the State of Arizona. Ms. Avis has purchased
19 generic versions of at least three monthly maintenance medications from CVS in Arizona between
20 February 2014 and the present. Ms. Avis carries private health insurance and carried private health
21 insurance during the time that she purchased generic medications from CVS. The medications
22 prescribed to Ms. Avis appear on the CVS HSP generic medication list (Exhibit A hereto). CVS charged
23 its cash-paying customers a usual and customary price of \$3.99 for a 30-day supply of the same
24 prescription that Ms. Avis purchased from 2014 to the present. CVS is required to charge Ms. Avis a
25 copay that does not exceed the usual and customary price CVS charges for the prescription drug. For
26 these sales, CVS knowingly submitted to Ms. Avis's third-party payor a purported usual and customary
27 price fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its
28 HSP program. As a result of CVS's fraudulent scheme, Ms. Avis has paid copays substantially higher

1 than \$3.99 from 2014 to the present per 30-day supply when she purchased her generic prescriptions
2 from CVS and has, thereby, been injured. CVS has overcharged Ms. Avis at least \$109.44 in inflated
3 copays. Ms. Avis anticipates filling future prescriptions for these generic drugs at a CVS pharmacy,
4 and thus faces the prospect of paying additional inflated copays in the future if CVS continues its
5 wrongful conduct.

6 21. Plaintiff Robert Garber is domiciled in the Commonwealth of Massachusetts. Dr. Garber
7 has purchased generic versions of five monthly maintenance medications from CVS in Massachusetts
8 between February 2009 and the present. Dr. Garber carries private health insurance through his
9 employer and carried private health insurance during the time that he purchased generic medications
10 from CVS. All five medications prescribed to Dr. Garber are on the CVS HSP generic medication list
11 (attached hereto as Exhibit A). CVS charged its cash-paying customers a usual and customary price of
12 \$3.33 for a 30-day supply of the same prescriptions that Dr. Garber purchased from 2008 to 2010, and
13 \$3.99 from 2011 to the present. CVS is required to charge Dr. Garber a copay that does not exceed the
14 usual and customary price CVS charges for the prescription drug. For these sales, CVS knowingly
15 submitted to Dr. Garber's third-party payor a purported usual and customary price fraudulently inflated
16 above CVS's true usual and customary price – the price CVS offers under its HSP program. As a result
17 of CVS's fraudulent scheme, Dr. Garber has paid copays substantially higher than \$3.33 from 2008 to
18 2010 and \$3.99 from 2011 to the present per 30-day supply each time he purchased his generic
19 prescriptions from CVS and has, thereby, been injured. CVS has overcharged Dr. Garber at least
20 \$375.18 in inflated copays. Dr. Garber anticipates filling future prescriptions for these generic drugs at
21 a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS's
22 wrongful conduct is not stopped.

23 22. Plaintiff Toni Odorisio is domiciled in the State of New York. Ms. Odorisio has
24 purchased generic versions of two monthly maintenance medications from CVS in New York between
25 November 2008 and the present. Additionally, Ms. Odorisio carries private health insurance and carried
26 private health insurance during the time that she purchased generic medications from CVS. Both
27 medications prescribed to Ms. Odorisio are on the CVS HSP generic medication list (attached hereto as
28 Exhibit A). CVS charged its cash-paying customers a usual and customary price of \$3.33 for a 30-day

1 supply of the same prescriptions that Ms. Odorisio purchased from 2008 to 2010, and \$3.99 from 2011
2 to the present. CVS is required to charge Ms. Odorisio a copay that does not exceed the usual and
3 customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to
4 Ms. Odorisio's third-party payor a purported usual and customary price fraudulently inflated above
5 CVS's true usual and customary price – the price CVS offers under its HSP program. As a result of
6 CVS's fraudulent scheme, Ms. Odorisio has paid copays substantially higher than \$3.33 from 2008 to
7 2010 and \$3.99 from 2011 to the present per 30-day supply each time she purchased her generic
8 prescriptions from CVS and has, thereby, been injured. CVS has overcharged Ms. Odorisio at least
9 \$76.20 in inflated copays. Ms. Odorisio anticipates filling future prescriptions for these generic drugs
10 at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS
11 continues its wrongful conduct.

12 23. Plaintiff Robert Guarnieri is domiciled in the State of New York. Mr. Guarnieri has
13 purchased generic versions of three monthly maintenance medications from CVS between March 2009
14 and the present. Mr. Guarnieri carries health insurance and carried health insurance during the time that
15 he purchased generic medications from CVS. All three medications prescribed to Mr. Guarnieri are on
16 the CVS HSP generic medication list (attached hereto as Exhibit A). CVS charged its cash-paying
17 customers a usual and customary price of \$3.33 for a 30-day supply and 9.99 for a 90-day supply of the
18 same prescriptions that Mr. Guarnieri purchased from 2008 to 2010, and \$3.99 for a 30-day supply and
19 \$11.99 for a 90-day supply from 2011 to the present. CVS is required to charge Mr. Guarnieri a copay
20 that does not exceed the usual and customary price CVS charges for the prescription drug. For these
21 sales, CVS knowingly submitted to Mr. Guarnieri's third-party payor a purported usual and customary
22 price fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its
23 HSP program. As a result of CVS's fraudulent scheme, Mr. Guarnieri has paid copays substantially
24 higher than \$3.33 from 2008 to 2010 and \$3.99 from 2008 to 2010 per 30-day supply, and \$9.99 from
25 2008 to 2010 and \$11.99 from 2011 to the present per 90-day supply each time he purchased his generic
26 prescriptions from CVS and has, thereby, been injured. CVS has overcharged Mr. Guarnieri at least
27 \$46.45 in inflated copays. Mr. Guarnieri anticipates filling future prescriptions for these generic drugs
28 at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS

continues its wrongful conduct.

24. Plaintiff Onnolee Samuelson is domiciled in the State of New York. Ms. Samuelson has purchased generic versions of two monthly maintenance medications from CVS between November 2008 and the present in New York. Ms. Samuelson carries private health insurance and carried private health insurance during the time that she purchased generic medications from CVS. Both medications prescribed to Ms. Samuelson are on the CVS HSP generic medication list (attached hereto as Exhibit A). CVS charged its cash-paying customers a usual and customary price of \$3.33 for a 30-day supply and 9.99 for a 90-day supply of the same prescriptions that Ms. Samuelson purchased from 2008 to 2010, and \$3.99 for a 30-day supply and \$11.99 for a 90-day supply from 2011 to the present. CVS is required to charge Ms. Samuelson a copay that does not exceed the usual and customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Ms. Samuelson's third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Ms. Samuelson has paid copays substantially higher than \$3.33 from 2008 to 2010 and \$3.99 from 2008 to 2010 per 30-day supply, and \$9.99 from 2008 to 2010 and \$11.99 from 2011 to the present per 90-day supply each time she purchased her generic prescriptions from CVS and has, thereby, been injured. CVS has overcharged Ms. Samuelson at least \$259.38 in inflated copays. Ms. Samuelson anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS continues its wrongful conduct.

25. Plaintiff Robert Jenks is domiciled in the State of Florida. Mr. Jenks has purchased generic versions of at least two monthly maintenance medications from CVS in Florida and Illinois between March 2015 and the present. Mr. Jenks carries private health insurance and carried private health insurance during the time that he purchased generic medications from CVS. The medications prescribed to Mr. Jenks appear on the CVS HSP generic medication list (Exhibit A hereto). CVS charged its cash-paying customers a usual and customary price of \$3.99 for a 30-day supply and \$11.99 for a 90-day supply of the same prescriptions that Mr. Jenks purchased from 2015 to the present. CVS is required to charge Mr. Jenks a copay that does not exceed the usual and customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Mr. Jenks's third-party payor a

1 purported usual and customary price fraudulently inflated above CVS's true usual and customary price
2 – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Mr. Jenks has
3 paid copays substantially higher than \$3.99 for a 30-day supply and \$11.99 for a 90-day supply from
4 2015 to present when he purchased his generic prescriptions from CVS and has, thereby, been injured.
5 CVS has overcharged Mr. Jenks at least \$40.06 in inflated copays. Mr. Jenks anticipates filling future
6 prescriptions for these generic drugs at a CVS pharmacy, and thus faces the prospect of paying additional
7 inflated copays in the future if CVS continues its wrongful conduct.

8 26. Plaintiff Debbie Barrett is domiciled in the State of Florida. Ms. Barrett has purchased
9 generic versions of at least four monthly maintenance medications from CVS in Florida between
10 November 2013 and the present. Ms. Barrett carries private health insurance and carried private health
11 insurance during the time that she purchased generic medications from CVS. The medications
12 prescribed to Ms. Barrett appear on the CVS HSP generic medication list (Exhibit A hereto). CVS
13 charged its cash-paying customers a usual and customary price of \$3.99 for a 30-day supply, \$7.98 for
14 a 60-day supply, and \$11.99 for a 90-day supply of the same prescriptions that Ms. Barrett purchased
15 from 2013 to the present. CVS is required to charge Ms. Barrett a copay that does not exceed the usual
16 and customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted
17 to Ms. Barrett's third-party payor a purported usual and customary price fraudulently inflated above
18 CVS's true usual and customary price – the price CVS offers under its HSP program. As a result of
19 CVS's fraudulent scheme, Ms. Barrett has, during the class period, paid copays substantially higher than
20 \$3.99 per 30-day supply, \$7.98 per 60-day supply, and \$11.99 per 90-day supply from 2013 to the
21 present when she purchased his generic prescriptions from CVS and has, thereby, been injured. CVS
22 has overcharged Ms. Barrett at least \$38.81 in inflated copays. Ms. Barrett anticipates filling future
23 prescriptions for these generic drugs at a CVS pharmacy, and thus faces the prospect of paying additional
24 inflated copays in the future if CVS continues its wrongful conduct.

25 27. Plaintiff Carl Washington is domiciled in the State of Illinois. Mr. Washington purchased
26 generic versions of at least one monthly maintenance medication from CVS in Illinois between
27 November 2008 and May 2009. Mr. Washington carries private health insurance and carried private
28 health insurance during the time that he purchased generic medications from CVS. The medication

1 prescribed to Mr. Washington appears on the CVS HSP generic medication list (Exhibit A hereto). CVS
2 charged its cash-paying customers a usual and customary price of \$3.33 for a 30-day supply of the same
3 prescription that Mr. Washington purchased from 2008 to 2009. CVS is required to charge Mr.
4 Washington a copay that does not exceed the usual and customary price CVS charges for the prescription
5 drug. For these sales, CVS knowingly submitted to Mr. Washington's third-party payor a purported
6 usual and customary price fraudulently inflated above CVS's true usual and customary price – the price
7 CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Mr. Washington has paid
8 copays substantially higher than \$3.33 from 2008 to 2009 per 30-day supply when he purchased his
9 generic prescriptions from CVS and has, thereby, been injured. CVS overcharged Mr. Washington at
10 least \$70.94 in inflated copays. Mr. Washington anticipates filling future prescriptions for these generic
11 drugs at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future
12 if CVS continues its wrongful conduct.

13 28. Plaintiff Robert Podgorny is domiciled in the State of Illinois. Mr. Podgorny has
14 purchased generic versions of two prescribed maintenance medications from CVS in Illinois between
15 November 2008 and the present. Mr. Podgorny carries private health insurance and carried private
16 health insurance during the time that he purchased generic medications from CVS. The two medications
17 prescribed to Mr. Podgorny appear on the CVS HSP generic medication list (Exhibit A hereto). CVS
18 charged its cash-paying customers a usual and customary price of \$9.99 for a 90-day supply of the same
19 medications prescribed to and purchased by Mr. Podgorny from 2008 to 2010, and \$11.99 for a 90-day
20 supply of the same medications starting in 2011. CVS is required to charge Mr. Podgorny a copay that
21 does not exceed the usual and customary price CVS charges for the prescription drug. For these sales,
22 CVS knowingly submitted to Mr. Podgorny's third-party payor a purported usual and customary price
23 fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its HSP
24 program. As a result of CVS's unlawful scheme, Mr. Podgorny has throughout the class period paid
25 copays substantially higher than the usual and customary price of \$9.99 or \$11.99 per 90-day supply of
26 these medications. CVS has overcharged Mr. Podgorny at least \$333.93 in inflated copays. Mr.
27 Podgorny anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus
28 faces the prospect of paying additional inflated copays in the future if CVS continues its wrongful

1 conduct.

2 29. Plaintiff Vincent Gargiulo is domiciled in the State of New Jersey. Mr. Gargiulo has
3 purchased generic versions of at least two monthly maintenance medications from CVS in New Jersey
4 between May 2014 and the present. The medications prescribed to Mr. Gargiulo appear on the CVS
5 HSP generic medication list (Exhibit A hereto). Mr. Gargiulo carries private health insurance and
6 carried private health insurance during the time that he purchased generic medications from CVS. CVS
7 charged its cash-paying customers a usual and customary price of \$3.99 for a 30-day supply and \$11.99
8 for a 90-day supply of the same prescriptions that Mr. Gargiulo purchased from 2015 to the present.
9 CVS is required to charge Mr. Gargiulo a copay that does not exceed the usual and customary price
10 CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Mr. Gargiulo's
11 third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual
12 and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent
13 scheme, Mr. Gargiulo has paid copays substantially higher than \$3.99 for a 30-day supply and \$11.99
14 for a 90-day supply from 2015 to present when he purchased his generic prescriptions from CVS and
15 has, thereby, been injured. CVS has overcharged Mr. Gargiulo at least \$4.97 in inflated copays. Mr.
16 Gargiulo anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus
17 faces the prospect of paying additional inflated copays in the future if CVS continues its wrongful
18 conduct.

19 30. Plaintiff Zachary Hagert is domiciled in the State of Pennsylvania. Mr. Hagert has
20 purchased generic versions of at least one monthly maintenance medication from CVS in Pennsylvania
21 between October 2014 and the present. Mr. Hagert carries private health insurance and carried private
22 health insurance during the time that he purchased the generic medication from CVS. The medication
23 prescribed to Mr. Hagert appear on the CVS HSP generic medication list (Exhibit A hereto). CVS
24 charged its cash-paying customers a usual and customary price of \$3.99 for a 30-day supply of the same
25 prescription that Mr. Hagert purchased from 2014 to the present. CVS is required to charge Mr. Hagert
26 a copay that does not exceed the usual and customary price CVS charges for the prescription drug. For
27 these sales, CVS knowingly submitted to Mr. Hagert's third-party payor a purported usual and
28 customary price fraudulently inflated above CVS's true usual and customary price – the price CVS

1 offers under its HSP program. As a result of CVS's fraudulent scheme, Mr. Hagert has paid copays
2 substantially higher than \$3.99 from 2014 to the present per 30-day supply when he purchased his
3 generic prescription from CVS and has, thereby, been injured. CVS has overcharged Mr. Hagert at least
4 \$3.01 in inflated copays. Mr. Hagert anticipates filling future prescriptions for this generic drug at a
5 CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS
6 continues its wrongful conduct.

7 31. Plaintiff Kevin Cauley is domiciled in the Commonwealth of Pennsylvania. Mr. Cauley
8 has purchased generic versions of a prescribed monthly maintenance medication at CVS pharmacies
9 located in Philadelphia, Pennsylvania between November 2008 and the present. Mr. Cauley carries
10 private health insurance and carried private health insurance during the time that he purchased this
11 prescribed generic medication from CVS. The medication prescribed to Mr. Cauley appears on the CVS
12 HSP generic medication list (Exhibit A hereto). CVS charged its cash-paying customers a usual and
13 customary price of \$9.99 for a 90-day supply of the same medication prescribed to and purchased by
14 Mr. Cauley from 2008 to 2010, and \$11.99 for a 90-day supply of the same medication starting in 2011.
15 CVS is required to charge Mr. Cauley a copay that does not exceed the usual and customary price CVS
16 charges for the prescription drug. For these sales, CVS knowingly submitted to Mr. Cauley's third-
17 party payor a purported usual and customary price fraudulently inflated above CVS's true usual and
18 customary price – the price CVS offers under its HSP program. As a result of CVS's unlawful scheme,
19 Mr. Cauley has throughout the class period paid copays substantially higher than the usual and
20 customary price of \$9.99 or \$11.99 per 90-day supply of his prescribed generic medication. CVS has
21 overcharged Mr. Cauley at least \$222.32 in inflated copays. Mr. Cauley anticipates filling future
22 prescriptions for these generic drugs at a CVS pharmacy, and thus faces the prospect of paying additional
23 inflated copays in the future if CVS continues its wrongful conduct.

24 32. Plaintiff Linda Krone is domiciled in the State of Maryland. Ms. Krone purchased
25 generic versions of at least one monthly maintenance medication from CVS in Washington, D.C. and
26 Maryland between January 2015 and the present. Ms. Krone carries private health insurance and carried
27 private health insurance during the time that she purchased generic medications from CVS. The
28 medication prescribed to Ms. Krone appears on the CVS HSP generic medication list (Exhibit A hereto).

CVS charged its cash-paying customers a usual and customary price of \$11.99 for a 90-day supply of the same prescription that Ms. Krone purchased in 2015. CVS is required to charge Ms. Krone a copay that does not exceed the usual and customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Ms. Krone's third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Ms. Krone has paid copays substantially higher than \$11.99 in 2015 per 90-day supply when she purchased her generic prescriptions from CVS and has, thereby, been injured. CVS has overcharged Ms. Krone at least \$24.03 in inflated copays. Ms. Krone anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS continues its wrongful conduct.

33. Plaintiff Carolyn Caine is domiciled in the State of Georgia. Ms. Caine has purchased generic versions of at least one monthly maintenance medication from CVS in Georgia between August 2015 and the present. Ms. Caine carries private health insurance and carried private health insurance during the time that she purchased the generic medication from CVS. The medication prescribed to Ms. Caine appears on the CVS HSP generic medication list (Exhibit A hereto). CVS charged its cash-paying customers a usual and customary price of \$7.98 for a 60-day supply of the same prescription that Ms. Caine purchased from 2015 to the present. CVS is required to charge Ms. Caine a copay that does not exceed the usual and customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Ms. Caine's third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Ms. Caine has paid copays substantially higher than \$7.98 from 2015 to the present per 60-day supply when she purchased her generic prescriptions from CVS and has, thereby, been injured. CVS has overcharged Ms. Caine at least \$22.67 in inflated copays. Ms. Caine anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS continues its wrongful conduct.

34. Plaintiff Ken Bolin is domiciled in the State of Ohio. Mr. Bolin has purchased generic versions of at least two monthly maintenance medications from CVS in Ohio between January 2010 and

December 2010. Mr. Bolin carries health insurance and carried health insurance during the time that he purchased generic medications from CVS. The medications prescribed to Mr. Bolin appear on the CVS HSP generic medication list (Exhibit A hereto). CVS charged its cash-paying customers a usual and customary price of \$3.33 for a 30-day supply and \$9.99 for a 90-day supply of the same prescription that Mr. Bolin purchased from January to December 2010. CVS is required to charge Mr. Bolin a copay that does not exceed the usual and customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Mr. Bolin's third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Mr. Bolin has, during the class period, paid copays substantially higher than \$3.33 per 30-day supply and \$9.99 per 90-day supply from January to December 2010 when he purchased his generic prescriptions from CVS and has, thereby, been injured. CVS has overcharged Mr. Bolin at least \$12.06 in inflated copays. Mr. Bolin anticipates filling future prescriptions for these generic drugs at a CVS pharmacy, and thus faces the prospect of paying additional inflated copays in the future if CVS continues its wrongful conduct.

35. Plaintiff Walter Wulff is domiciled in the State of Ohio. Mr. Wulff purchased generic versions of at least two monthly maintenance medications from CVS in Ohio between November 2008 and December 2010. Mr. Wulff carries health insurance and carried health insurance during the time that he purchased generic medications from CVS. The medications prescribed to Mr. Wulff appear on the CVS HSP generic medication list (Exhibit A hereto). CVS charged its cash-paying customers a usual and customary price of \$3.33 for a 30-day supply and \$9.99 for a 90-day supply of the same prescription that Mr. Wulff purchased from November 2008 to December 2010. CVS is required to charge Mr. Wulff a copay that does not exceed the usual and customary price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Mr. Wulff's third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent scheme, Mr. Wulff has, during the class period, paid copays substantially higher than \$3.33 per 30-day supply and \$9.99 per 90-day supply from November 18, 2008 to December 13, 2010 when he purchased his generic prescriptions from CVS and has, thereby, been injured. CVS has overcharged Mr. Wulff at least \$42.06 in inflated

1 copays. Mr. Wulff anticipates filling future prescriptions for these generic drugs at a CVS pharmacy,
2 and thus faces the prospect of paying additional inflated copays in the future if CVS continues its
3 wrongful conduct.

4 36. Plaintiff Amanda Gilbert is domiciled in the State of Texas. Ms. Gilbert has purchased
5 generic versions of at least three monthly maintenance medications from CVS in Texas between May
6 2012 and the present. Ms. Gilbert carries private health insurance and carried private health insurance
7 during the time that she purchased generic medications from CVS. The medications prescribed to Ms.
8 Gilbert on the CVS HSP generic medication list (Exhibit A hereto). CVS charged its cash-paying
9 customers a usual and customary price of \$3.99 for a 30-day supply, \$7.98 for a 60-day supply, and
10 \$11.99 for a 90-day supply, of the same prescriptions that Ms. Gilbert purchased from 2012 to the
11 present. CVS is required to charge Ms. Gilbert a copay that does not exceed the usual and customary
12 price CVS charges for the prescription drug. For these sales, CVS knowingly submitted to Ms. Gilbert's
13 third-party payor a purported usual and customary price fraudulently inflated above CVS's true usual
14 and customary price – the price CVS offers under its HSP program. As a result of CVS's fraudulent
15 scheme, Ms. Gilbert has paid copays substantially higher than \$3.99 from 2012 to the present per 30-
16 day supply, \$7.98 for a 60-day supply, and \$11.99 for a 90-day supply, when she purchased her generic
17 prescriptions from CVS and has, thereby, been injured. CVS has overcharged Ms. Gilbert at least \$45.37
18 in inflated copays.

19 37. Plaintiff Gilbert Brown is domiciled in the State of Texas. Mr. Brown has purchased
20 generic versions of at least one monthly maintenance medication from CVS in Texas between December
21 2013 and the present. Mr. Brown carries private health insurance and carried private health insurance
22 during the time that he purchased generic medications from CVS. The medication prescribed to Mr.
23 Brown appears on the CVS HSP generic medication list (Exhibit A hereto). CVS charged its cash-
24 paying customers a usual and customary price of \$3.99 for a 30-day supply of the same prescription that
25 Mr. Brown purchased from 2013 to the present. CVS is required to charge Mr. Brown a copay that does
26 not exceed the usual and customary price CVS charges for the prescription drug. For these sales, CVS
27 knowingly submitted to Mr. Brown's third-party payor a purported usual and customary price
28 fraudulently inflated above CVS's true usual and customary price – the price CVS offers under its HSP

1 program. As a result of CVS's fraudulent scheme, Mr. Brown has paid copays substantially higher than
 2 \$3.99 from 2013 to the present per 30-day supply when he purchased his generic prescription from CVS
 3 and has, thereby, been injured. CVS has overcharged Mr. Brown at least \$11.02 in inflated copays.

4 **B. Defendant.**

5 38. Defendant CVS Pharmacy, Inc. ("CVS"), a reporting division and wholly-owned
 6 subsidiary of CVS Health Corporation, is a corporation organized under the laws of Rhode Island that
 7 maintains its principle place of business at CVS headquarters at One CVS Drive, Woonsocket, Rhode
 8 Island, 02895.

9 39. CVS describes itself as a "pharmacy innovation company" with "an unmatched suite of
 10 capabilities and...expertise," and "the only integrated pharmacy health care company with the ability to
 11 impact consumers, payors, and providers with innovative, channel-agnostic solutions." *See* CVS Health
 12 Corporation 2014 Annual Report at p.22, available at <http://investors.cvshealth.com/~media/Files/C/>
 13 [CVS-IR-v3/reports/cvs-ar-2014.pdf](http://investors.cvshealth.com/~media/Files/C/) (last accessed on November 2, 2015).

14 40. CVS is a nationwide retail pharmacy chain with more than 7,866 pharmacies operating
 15 under the trade names CVS Pharmacy and Longs Drugs throughout the United States, the District of
 16 Columbia, and Puerto Rico, including numerous locations in this District. As one of the nation's leading
 17 pharmacy businesses, CVS "has relationships with over 150 million consumers, one of every two
 18 Americans, and has access to data on 30 percent of all prescriptions in the United States." CVS fills or
 19 manages more than 1 billion prescriptions per year, and, in 2014, earned net revenue of \$139.37 billion.
 20 Significantly, CVS's retail pharmacy segment accounted for approximately \$67 billion in revenue in
 21 2014.

22 **IV. JURISDICTION AND VENUE**

23 41. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act of
 24 2005, 28 U.S.C. § 1332(d)(2), because this is a class action, including claims asserted on behalf of a
 25 nationwide class, filed under Rule 23 of the Federal Rules of Civil Procedure; there are hundreds of
 26 thousands, and likely millions, of proposed Class members; the aggregate amount in controversy
 27 exceeds the jurisdictional amount or \$5,000,000.00; and CVS is a citizen of a State different from that
 28 of Plaintiffs and members of the Class. This Court also has subject matter jurisdiction over Plaintiffs'

1 and the proposed Class' claims pursuant to 28 U.S.C. § 1367(a).

2 42. This Court has jurisdiction over CVS because CVS intentionally avails itself of the
3 California consumer market through the promotion, sale, marketing, and distribution of their products
4 to California residents. As a result, jurisdiction in this Court is proper and necessary. Moreover, CVS's
5 wrongful conduct, as described herein, foreseeably affects consumers in California and nationwide.

6 43. Venue is proper in this District under 28 U.S.C. § 1391 (a)–(d) because, *inter alia*,
7 substantial parts of the events or omissions giving rise to the claim occurred in the District and/or a
8 substantial part of property that is the subject of the action is situated in the District.

9 **V. FACTS**

10 **A. Third-Party Plan Coverage and Claims Submission.**

11 44. The majority of patients in the United States have a health care plan (either private or
12 public) that covers all or a portion of their medical and pharmaceutical expenses. Few plans cover all
13 expenses, but, instead, require plan participants to pay a portion of their drug costs out-of-pocket. These
14 out-of-pocket expenses include copayments, co-insurance, and/or deductibles.

15 45. Even though plan participants cannot and do not negotiate the price charged by CVS for
16 prescription drugs and do not negotiate the copayment price for the drug in a given transaction, they are
17 required to pay to CVS a copayment amount in order to receive the prescription.

18 46. Plan participants pay premiums, either on their own or through their employer, to a third-
19 party payor for the purpose of insuring against healthcare costs, including prescriptions.

20 47. Plan participants (including Plaintiffs and the Class), at a minimum, expect to pay the
21 same prices as uninsured or cash-paying individuals for a prescription. Otherwise, they would not only
22 receive no benefit from their insurance, but also would, in fact, be punished for having insurance.
23 Therefore, given the network of entities negotiating the prices of prescription drugs on their behalf and
24 the premiums paid for coverage, they reasonably expect to pay less than cash-paying customers who do
25 not have insurance coverage.

26 48. CVS uses a uniform process at its locations for each prescription drug transaction. When
27 a patient fills a prescription at a CVS pharmacy, the pharmacist or pharmacy tech enters the prescription
28 information and any applicable insurance or benefit information into CVS's computerized claims

1 processing system. Once this information is entered, CVS submits the claim for dispensing and
2 adjudication.

3 49. Adjudication is the automated process by which CVS submits prescription claims
4 electronically in real time to the third-party payor (or the third-party payor's agent). During
5 adjudication, the claim is verified and/or confirmed for patient eligibility for insurance or another
6 prescription drug benefit. Through this process, using the drug price information from CVS, the third-
7 party payor sets the reimbursement amount and any applicable copayment or coinsurance.

8 50. For all times relevant to the allegations in this Complaint, CVS used the industry standard
9 NCPDP ("National Council for Prescription Drug Programs") reporting for the electronic transmission
10 and adjudication of its pharmacy claims.

11 51. NCPDP is a non-profit, multi-stakeholder organization that develops industry standards
12 for electronic healthcare transactions used in prescribing, dispensing, monitoring, managing, and paying
13 for medications and pharmacy services. Its membership is made up of approximately 1,500 stakeholders
14 from across the pharmaceutical industry, including pharmacies, pharmacists, health plans, and
15 government agencies. The NCPDP works through a consensus process to develop industry standards,
16 any of which have been adopted into federal legislation, including HIPPA, MMA, HITECH and
17 Meaningful USE (MU).

18 52. HIPPA requires uniform methods and codes for exchanging electronic information
19 between health plans. These standards were developed by the NCPDP and referred to as the NCPDP
20 Telecommunications Standard. HIPPA also requires prescribers follow the NCPDP SCRIPT Standards
21 when prescribing drugs under Medicare Part D. 42 CFR 423.160. The NCPDP also adjudicates claims
22 between pharmacies and patients.

23 53. As a required component of the adjudication process, CVS reports to third-party payors
24 CVS's usual and customary ("U&C") price for the drug being dispensed. The U&C price is generally
25 defined as the cash price to the general public, which is the amount charged cash customers for the
26 prescription, exclusive of sales tax or other amounts claimed. Pursuant to the NCPDP reporting
27 standard, pharmacies are required to report their U&C prices for each prescription transaction using
28 NCPDP's mandatory pricing segment code 426-DQ.

54. Based on the data reported by CVS, third-party payors identify the copayment amount that the patient must pay to CVS in a specific transaction. The copayment amount is a portion of the total drug price and cannot exceed the drug price. The remainder of the drug price is reimbursed to the pharmacy by the third-party payor.

55. The out-of-pocket copayment that a plan participant is required to pay in order to receive the prescription is calculated based on the U&C price reported by CVS. Not only must the copayment be equal to or less than the drug price, but also the drug price cannot exceed the U&C price. As a result, the copayment cannot exceed the U&C price.

56. In some situations, the copayment may only be charged as a percentage of the U&C price. For instance, suppose a third-party payor's negotiated price for a specific drug is \$36 with a beneficiary copayment of 25% for a 90-day supply of a generic prescription drug. If, however, CVS reports to the third-party payor that the U&C price for a 90-day supply of the same drug is \$20, the third-party payor would consider the \$20 price to take the place of the \$36 negotiated price. In such a scenario, the third-party payor would adjudicate CVS's claim for \$20, and the plan participant would pay only a \$5 copay, rather than a \$9 copay.

B. The HSP Program.

57. In 2006, large "big-box" retailers with pharmacy departments began offering hundreds of generic prescription drugs at significantly reduced prices.

58. For example, in September 2006, Wal-Mart began charging \$4 for a 30-day supply of the most commonly prescribed generic drugs and \$10 for a 90-day supply. In November of that same year, Target began charging \$4 for a 30-day supply of the most commonly prescribed generic drugs and \$10 for a 90-day supply. Other retailers with pharmacy departments, which were able to absorb lower margins on generic drug sales because pharmacy sales represented such a low percentage of their total sales, followed suit. Wal-Mart and Target report to third-party payors, as their U&C prices, their \$4 per 30-day prices for generic prescription drugs.

59. CVS was unwilling to match the deep discounts on generic drugs provided to customers by big-box retailers. So, in response to lower prices and increased competition for cash customers, CVS created a custom-branded loyalty program targeted at cash customers and other price-sensitive

1 customers.

2 60. In November 2008, CVS launched its custom branded generic prescription drug
3 program—the HSP program.

4 61. The HSP program is intended to offer competitive prices to cash customers while
5 maximizing third-party reimbursements and copayments through reporting artificially inflated U&C
6 prices to third-party payors.

7 62. Specifically, as designed, the HSP program is a non-networked discount prescription
8 drug program that offers savings on hundreds of generic medications. The HSP program is not a third-
9 party plan; it is not insurance or a substitute for insurance. Enrollment in the HSP program was and
10 continues to be open to cash-paying customers. From November 9, 2008 through 2010, such customers
11 could join the HSP for a \$10 fee. During this time, CVS charged HSP members \$9.99 for a 90-day
12 supply of the most commonly prescribed generic drugs (“HSP Generics”). Moreover, CVS pharmacists
13 routinely prorated prescriptions written for less than 90-days. For example, CVS would charge a HSP
14 member roughly \$3.33 for a 30-day supply. In 2011, CVS raised its enrollment fee to \$15 a year and
15 the price of the over 400 HSP generics to \$11.99 for a 90-day supply (or a prorated amount of
16 approximately \$3.99 for a 30-day supply).

17 63. The 400 drugs included under the HSP program are among some of the most commonly
18 prescribed generic drugs for cardiovascular, allergy, diabetes, pain, and arthritis, cholesterol, skin
19 conditions, mental health, women’s health, viruses, thyroid conditions, glaucoma and eye care,
20 gastrointestinal disorders, and other common ailments.

21 64. CVS designed the HSP program to appeal to price sensitive customers, who, for the most
22 part, take long-term maintenance medications. Customers who take maintenance medications, many of
23 whom are elderly or disabled, are the most valuable to CVS.

24 **C. CVS’s Unlawful Conduct.**

25 65. Although CVS sought to retain and attract cash customers by implementing the HSP
26 program, it was unwilling to lower the price charged to third-party payors. The HSP program enabled
27 CVS to unlawfully report artificially inflated U&C prices to third-party payors, thereby allowing CVS
28 to collect from consumers artificially inflated copays.

1 66. CVS is on notice that third-party payors calculate the drug price to be paid to the
2 pharmacy based on whether the U&C submitted to the third-party payor is less than or greater than the
3 negotiated price. Where the U&C is less than the negotiated price, CVS may not charge a drug price
4 greater than the U&C. This is clear in contracts, network pharmacy manuals, payor sheets, and CVS's
5 own transaction data, which contain reimbursements adjudicated under this formula.

6 67. Third-party payors state, in detail, how a beneficiary's copay is determined in their
7 pharmacy agreements and manuals. CVS is in possession of these documents and is aware of their
8 contents. Many third-party payors specifically contemplate a situation where the U&C is less than the
9 copay. In these cases, the third-party payors forbid CVS from charging plan participants a copay in
10 excess of the U&C.

11 68. Through the HSP program, CVS implemented a scheme to create a new category of cash
12 customers, in order to avoid lowering prices charged to third-party payors and their plan participants.
13 CVS designed the HSP to split CVS's cash business, formerly consisting solely of people who pay the
14 cash price (the usual and customary price), into two segments: customers who pay the retail price, and
15 customers who pay the HSP price.

16 69. The customers who purchase prescriptions outside of the HSP program and pay the retail
17 price make up less than 50 percent of CVS's cash business and less than three percent of CVS's total
18 prescription business. In other words, most of CVS's cash-paying customers pay the HSP price.

19 70. As previously stated, the industry standards that CVS follows provide that the U&C price
20 is the cash price offered to the general public for specific drugs. CVS offers the HSP price as the cash
21 price to the general public and the HSP price is, in fact, the most common price paid by CVS's cash-
22 paying customers. Thus, under industry standards and CVS's own definition, the HSP price is CVS's
23 U&C price for each generic prescription drug that is identified in Exhibit A.

24 71. Nonetheless, CVS continues to submit not the HSP price but the supposed retail price as
25 its purported "usual and customary price" to third-party payors. CVS can do so because the third-party
26 payors are not privy to what prices CVS charges its uninsured cash customers, including its HSP
27 customers, and what percentage of CVS's cash customers pay each price. Thus, third-party payors and
28

1 insured CVS customers have no way of determining on their own whether the price CVS submits as its
2 usual and customary price is, in fact, the most common price offered to cash paying members of the
3 general public.

4 72. In essence, the HSP program serves as a ruse to avoid reporting the HSP prices to third-
5 party payors as CVS's U&C price.

6 73. Instead of reporting the more common HSP price as the U&C price, CVS reports a
7 significantly inflated price.

8 74. CVS falsely reports, and continues to report, to third-party payors, U&C prices for HSP
9 Generics that are substantially higher than the HSP prices it offers to the general public.

10 75. The inflated U&C prices that CVS reports to third-party payors do not vary based on any
11 particular third-party plan. In fact, for a given drug, strength, and quantity, CVS may report the same
12 U&C to all third-party payors, despite any variations in their respective plans.

13 76. Beginning in November 2008 and continuing through the present, CVS has reported to
14 third-party payors artificially inflated U&C prices for the same prescription drugs that CVS offers for
15 lower prices under the HSP program. CVS has thereby caused (and continues to cause) plan participants
16 (including Plaintiffs and other class members) to pay inflated copays to CVS, because the copays are
17 calculated based on, and are not supposed to exceed, the U&C prices.

18 77. CVS directly competes for customers with other national retail pharmacies, such as Wal-
19 Mart, Target, Costco, and ShopRite. In contrast to other national retail pharmacies that report the
20 discounted price as the U&C price, CVS unlawfully reported and continues to report a marked-up and
21 baseless U&C price that deceives and gouges plan participants who are forced to pay inflated
22 copayments.

23 78. As part of its scheme, CVS has reported U&C prices for generic prescription drugs that
24 are up to eleven (11) times the U&C prices reported by some of its most significant competitors and its
25 own HSP prices. The chart below shows U&C prices submitted to Pennsylvania's Medicaid program
26 for the purposes of claims adjudication. The U&Cs submitted by CVS are unequivocally inflated.
27
28

Drug - 90-Day Supply	Shoprite Reported U&C	WalMart Reported U&C	Target Reported U&C	Costco Reported U&C	CVS Reported U&C	CVS HSP Price
Carvedilol 12.5 mg tab	\$9.99	\$10.00	\$10.00	\$9.99	\$120.99	\$11.99
Lisinopril 20 mg tab	\$9.99	\$10.00	\$10.00	n/a	\$42.19	\$11.99
Lisinopril-HTCZ 20-12.5 mg tab	\$9.99	\$24.00	\$24.00	n/a	\$58.59	\$11.99
Metformin HCL 1000 mg tab	\$9.99	\$24.00	\$24.00	\$9.99	\$86.59	\$11.99
Metoprolol Tartrate 50 mg tab	\$9.99	\$10.00	\$10.00	\$9.99	\$48.99	\$11.99
Warfarin Sodium 5 mg tab	\$9.99	\$10.00	\$24.00	\$28.00	\$48.39	\$11.99
Meloxicam 15 mg tab	\$9.99	\$10.00	n/a	\$9.23	\$79.59	\$11.99
Alendronate Sodium 70 mg tab	\$29.99	\$24.00	n/a	\$17.61	\$134.99	\$11.99

79. For years, this pricing scheme has been a financial boon for CVS. Since 2008, CVS has collected more than \$46 billion in copays from plan participants including Plaintiffs and other class members. On information and belief, CVS's wrongful overcharges to Plaintiffs and the other members of the Classes comprise a meaningful portion of CVS's generic prescription drug copay revenue.

80. By reporting false U&C prices to third-party payors, CVS has caused Plaintiffs and members of the Classes to pay, and continue to pay, to CVS, artificially high copayments for generic prescription drugs.

81. CVS does not inform customers who use their insurance benefits to purchase generic prescription drugs (including Plaintiffs and members of the Classes) that, for the drugs in the HSP program, the HSP prices are lower than the copays CVS is charging the customers. CVS either wrongly conceals or omits such information by failing to tell insured customers about the HSP program, or by misrepresenting to insured customers that the HSP program would not apply to their purchases.

82. On information and belief, there have been millions of instances where CVS intentionally

submitted fraudulently-inflated U&C pricing information to third-party payors, relating to Plaintiffs' and members of the Classes' purchases of the relevant generic prescription drugs from CVS pharmacies during the class period, including the specific transactions by Plaintiffs described herein.

VI. CLASS ALLEGATIONS

83. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of themselves and the following national class and state subclasses:

NATIONAL CLASS

All CVS customers in the United States who, between November 2008 and the present (the "Class Period"), (1) purchased generic prescription drugs that are listed on the CVS Health Savings Pass ("HSP") prescription drug list attached as Exhibit A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

STATE SUBCLASSES

California Subclass:

CVS customers in the State of California who, between November 2008 and the present (the "Class Period"), (1) purchased generic prescription drugs that are listed on the CVS Health Savings Pass ("HSP") prescription drug list attached as Exhibit A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

Arizona Subclass:

CVS customers in the State of Arizona who, between November 2008 and the present (the "Class Period"), (1) purchased generic prescription drugs that are listed on the CVS

Health Savings Pass (“HSP”) prescription drug list attached as Exhibit A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

Massachusetts Subclass:

CVS customers in the Commonwealth of Massachusetts who, between November 2008 and the present (the “Class Period”), (1) purchased generic prescription drugs that are listed on the CVS Health Savings Pass (“HSP”) prescription drug list attached as Exhibit A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

New York Subclass:

CVS customers in the State of New York who, between November 2008 and the present (the “Class Period”), (1) purchased generic prescription drugs that are listed on the CVS Health Savings Pass (“HSP”) prescription drug list attached as Exhibit A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

Ohio Subclass:

CVS customers in the State of Ohio who, between November 2008 and the present (the “Class Period”), (1) purchased generic prescription drugs that are listed on the CVS Health Savings Pass (“HSP”) prescription drug list attached as Exhibit A; (2) were

1 insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket
2 payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply
3 from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present
4 (or, for a price proportionate to these prices but for a prescription less than or greater
5 than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-
6 party payor plans are calculated as a percentage of the drug price to be paid to CVS, in
7 excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011,
8 or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price
9 proportionate to these prices but for a prescription less than or greater than a 90-day
10 supply).

11 Texas Subclass:

12 CVS customers in the State of Texas who, between November 2008 and the present (the
13 “Class Period”), (1) purchased generic prescription drugs that are listed on the CVS
14 Health Savings Pass (“HSP”) prescription drug list attached as Exhibit A; (2) were
15 insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket
16 payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply
17 from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present
18 (or, for a price proportionate to these prices but for a prescription less than or greater
19 than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-
20 party payor plans are calculated as a percentage of the drug price to be paid to CVS, in
21 excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011,
22 or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price
23 proportionate to these prices but for a prescription less than or greater than a 90-day
24 supply).

25 Florida Subclass:

26 CVS customers in the State of Florida who, between November 2008 and the present
27 (the “Class Period”), (1) purchased generic prescription drugs that are listed on the CVS
28 Health Savings Pass (“HSP”) prescription drug list attached as Exhibit A; (2) were
insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket
payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply
from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present
(or, for a price proportionate to these prices but for a prescription less than or greater
than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-
party payor plans are calculated as a percentage of the drug price to be paid to CVS, in
excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011,
or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price
proportionate to these prices but for a prescription less than or greater than a 90-day
supply).

Illinois Subclass:

CVS customers in the State of Illinois who, between November 2008 and the present
(the “Class Period”), (1) purchased generic prescription drugs that are listed on the CVS
Health Savings Pass (“HSP”) prescription drug list attached as Exhibit A; (2) were
insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket

1 payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply
2 (or, for a price proportionate to these prices but for a prescription less than or greater
3 than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-
4 party payor plans are calculated as a percentage of the drug price to be paid to CVS, in
5 excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011,
6 or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price
7 proportionate to these prices but for a prescription less than or greater than a 90-day
8 supply).

9 New Jersey Subclass:

10 CVS customers in the State of New Jersey who, between November 2008 and the present
11 (the "Class Period"), (1) purchased generic prescription drugs that are listed on the CVS
12 Health Savings Pass ("HSP") prescription drug list attached as Exhibit A; (2) were
13 insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket
14 payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply
15 from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present
16 (or, for a price proportionate to these prices but for a prescription less than or greater
17 than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-
18 party payor plans are calculated as a percentage of the drug price to be paid to CVS, in
19 excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011,
20 or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price
21 proportionate to these prices but for a prescription less than or greater than a 90-day
22 supply).

23 Pennsylvania Subclass:

24 CVS customers in the Commonwealth of Pennsylvania who, between November 2008
25 and the present (the "Class Period"), (1) purchased generic prescription drugs that are
26 listed on the CVS Health Savings Pass ("HSP") prescription drug list attached as Exhibit
27 A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an
28 out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a
90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from
2012 to the present (or, for a price proportionate to these prices but for a prescription
less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket
costs under their third-party payor plans are calculated as a percentage of the drug price
to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day
supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to
the present (or, for a price proportionate to these prices but for a prescription less than
or greater than a 90-day supply).

29 Maryland Subclass:

30 CVS customers in the State of Maryland who, between November 2008 and the present
31 (the "Class Period"), (1) purchased generic prescription drugs that are listed on the CVS
32 Health Savings Pass ("HSP") prescription drug list attached as Exhibit A; (2) were
insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket
payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply

from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

Georgia Subclass:

CVS customers in the State of Georgia who, between November 2008 and the present (the "Class Period"), (1) purchased generic prescription drugs that are listed on the CVS Health Savings Pass ("HSP") prescription drug list attached as Exhibit A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

District of Columbia Subclass:

CVS customers in the District of Columbia who, between November 2008 and the present (the "Class Period"), (1) purchased generic prescription drugs that are listed on the CVS Health Savings Pass ("HSP") prescription drug list attached as Exhibit A; (2) were insured for the purchase through a third-party payor; and (3) paid CVS an out-of-pocket payment for the purchase either (a) greater than the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply); or (b) for customers whose out-of-pocket costs under their third-party payor plans are calculated as a percentage of the drug price to be paid to CVS, in excess of such percentage of the \$9.99 HSP price for a 90-day supply from 2008 to 2011, or the \$11.99 HSP price for a 90-day supply from 2012 to the present (or, for a price proportionate to these prices but for a prescription less than or greater than a 90-day supply).

84. Excluded from the foregoing Class and Subclasses are CVS, their officers and directors.

85. The Class and Subclasses consist of at least hundreds of thousands, and likely millions, of individual CVS customers, making joinder impractical, in satisfaction of FRCP 23(a)(1). The exact size of the Class and Subclasses and the identities of the individual members thereof are ascertainable

1 through CVS's records, including but not limited to their billing and collection records.

2 86. The claims of Plaintiffs are typical of the Class and Subclasses. The claims of the
3 Plaintiffs and the respective classes are based on the same legal theories and arise from the same
4 unlawful and willful conduct, resulting in the same injury to the Plaintiffs and their respective classes.

5 87. The respective classes have a well-defined community of interest. CVS has acted and
6 failed to act on grounds generally applicable to the Plaintiffs and the Class and Subclasses, requiring the
7 Court's imposition of uniform relief to ensure compatible standards of conduct toward the respective
8 classes.

9 88. There are many questions of law and fact common to the claims of Plaintiffs and the
10 Class and Subclasses, and those questions predominate over any questions that may affect only
11 individual class members within the meaning of FRCP 23(a)(2) and 23(b)(2).

12 89. Common questions of fact and law affecting members of the Class and Subclasses
13 include, but are not limited to, the following:

- 14 a) Whether CVS artificially inflated the U&C prices that it reported pursuant to the
15 NCPDP reporting standard;
- 16 b) Whether CVS omitted and concealed material facts from its communications and
17 disclosures regarding its pricing scheme;
- 18 c) Whether CVS has overcharged and continues to overcharge copays to hundreds
19 of thousands, and likely millions, of plan participants (including Plaintiffs and
20 the Class and Subclasses) who purchased some of the most commonly prescribed
21 generic drugs from CVS Pharmacies around the country;
- 22 d) Whether CVS has engaged in fraud, unfair methods of competition,
23 unconscionable acts or practices, and unfair or deceptive acts or practices in
24 connection with the pricing and sale of generic prescription drugs;
- 25 e) Whether, as a result of CVS's misconduct, Plaintiffs and the Class and
26 Subclasses have suffered damages, and, if so, the appropriate measure of
27 damages to which they are entitled; and
- 28 f) Whether, as a result of CVS's misconduct, Plaintiffs and the Class and

Subclasses are entitled to injunctive, equitable and/or other relief, and, if so, the nature of such relief.

90. Absent a class action, most of the members of the Class and Subclasses would find the cost of litigating their claims to be prohibitive and will have no effective remedy. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants and promotes consistency and efficiency of adjudication.

91. Plaintiffs will fairly and adequately represent and protect the interests of the Class and Subclasses. Plaintiffs have retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the other respective class members, and have the financial resources to do so. Neither Plaintiffs nor their counsel have any interests adverse to those of the other members of the Class and Subclasses.

VII. TOLLING OF THE STATUTE OF LIMITATIONS

92. Plaintiffs and the Class and Subclasses had neither actual nor constructive knowledge of the facts constituting their claims for relief until recently.

93. Plaintiffs and members of the Classes did not discover, and could not have discovered through the exercise of reasonable diligence, the existence of the unlawful conduct alleged herein until recently.

94. CVS engaged in a secret scheme that did not reveal facts that would have put Plaintiffs or the Class or Subclasses on inquiry notice that CVS was charging inflated prices for generic prescription drugs.

95. Because CVS's scheme was kept secret, Plaintiffs and the Class Subclasses were unaware of CVS's unlawful conduct alleged herein and did not know that they were paying artificially inflated prices for generic prescription drugs in the United States during the class period.

96. CVS actively misled the public about the HSP scheme by not disclosing to Plaintiffs and the Class and Subclasses (or to third-party payors) that the U&C prices reported to third-party payors for the generic drugs in the HSP program were far higher than the HSP prices. CVS charged Plaintiffs

1 and the Class and Subclasses copayments for the drugs they purchased that reflected CVS's artificially
2 inflated U&C prices. CVS also failed to post drug prices in a clear manner and in a way that would alert
3 Plaintiffs and the Class and Subclasses to the artificially inflated prices charged by CVS. By so doing,
4 CVS misled Plaintiffs and the Class and Subclasses into paying to CVS inflated copays for these drugs.

5 97. CVS's affirmative acts alleged herein, including acts in furtherance of its unlawful
6 scheme, were wrongfully concealed and carried out in a manner that precluded detection.

7 98. CVS's unlawful pricing activities were inherently self-concealing because they involved
8 misrepresenting and falsely reporting the U&C price. If CVS had been open and notorious about its
9 fraudulent pricing scheme, it would never have succeeded.

10 99. Plaintiffs and the Class and Subclasses could not have discovered the alleged unlawful
11 activities at an earlier date by the exercise of reasonable diligence because CVS employed deceptive
12 practices and techniques of secrecy to avoid detection of their activities. CVS fraudulently concealed
13 their activities by various means and methods, including misrepresentations regarding the real U&C
14 prices of generic prescription drugs.

15 100. Because CVS affirmatively concealed its scheme, Plaintiffs and the Class and Subclasses
16 had no knowledge until recently of the alleged fraudulent activities or information which would have
17 caused a reasonably diligent person to investigate whether CVS committed the actionable activities
18 detailed herein.

19 101. As a result of CVS's fraudulent concealment, the running of any statute of limitations
20 has been tolled with respect to any claims that Plaintiffs and the Class and Subclasses have as a result
21 of the unlawful conduct alleged in this Complaint.

22 102. As a result of CVS's fraudulent concealment, the running of any statute of limitations
23 has been tolled with respect to any claims that Plaintiffs and the Class and Subclasses have as a result
24 of the unlawful conduct alleged in this Complaint.
25
26
27
28

COUNT 1: FRAUD

Asserted by Plaintiffs, the National Class and each Subclass against CVS

103. Plaintiffs repeat paragraphs 1 through 102 above.

104. CVS materially misrepresented and/or concealed the true U&C prices of generic prescription drugs that are included in the HSP program. CVS made such misrepresentations and/or omissions by reporting artificially inflated U&C prices for such drugs to third-party payors.

105. CVS made these misrepresentations and omissions knowingly, or at least with reckless disregard of their falsity, given that CVS knew the prices that CVS reported to third-party payors were substantially (and unjustifiably) higher than the prices CVS charged under its HSP program to cash-paying customers.

106. CVS intended to induce Plaintiffs and Class Members, with respect to the National Class and each relevant State Subclass, to rely on its misrepresentations and/or omissions. CVS knew that Plaintiffs and Members of the Classes, would rely on CVS's representation and/or omissions regarding U&C prices, and, as a result, would pay copayments higher than the actual U&C prices for those generic prescription drugs.

107. Plaintiffs and Members of the Classes justifiably relied upon CVS's misrepresentations and/or omissions in that Plaintiffs and Members of the Classes would not have purchased generic prescription drugs from CVS for more than the HSP prices but for CVS's misrepresentations and/or omissions. Plaintiffs' and Members' of the Classes reliance on CVS's misrepresentations and/or omissions was, thus, to their detriment.

108. As a proximate result of CVS's conduct, Plaintiffs and Members of the Classes have been damaged because they paid copayments for generic prescription drugs that were far higher than the prices they would have paid but for CVS's misconduct.

109. CVS is therefore liable to Plaintiffs and Members of the Classes for the damages they sustained.

COUNT 2: NEGLIGENT MISREPRESENTATION

Asserted by Plaintiffs, the National Class and each State Subclass against CVS

110. Plaintiffs repeat paragraphs 1 through 102 above.

111. Under the circumstances alleged, CVS owed a duty to Plaintiffs and Members of the Classes to provide them with accurate information regarding the prices of their generic prescription drugs.

112. CVS misrepresented and/or concealed the true U&C prices of generic prescription drugs that are included in the HSP program. CVS made such misrepresentations by reporting artificially inflated U&C prices for such drugs to third-party payors.

113. CVS had no reasonable grounds to believe that these misrepresentations and/or omissions were true. The prices that CVS reported to third-party payors were substantially (and unjustifiably) higher than the prices CVS charged under its HSP program to cash-paying customers.

114. CVS intended to induce Plaintiffs and Members of the Classes to rely on its misrepresentations and/or omissions. CVS knew that Plaintiffs and Members of the Classes would rely on CVS's misrepresentations and/or omissions regarding U&C prices and, as a result, would pay copayments higher than the actual U&C prices for those generic prescription drugs.

115. Plaintiffs and Members of the Classes justifiably relied upon CVS's misrepresentations and/or omissions in that Plaintiffs and Members of the Classes would not have purchased generic prescription drugs from CVS for more than the Health Savings Pass prices but for CVS's misrepresentations and/or omissions. Plaintiffs' and Members' of the Classes reliance on CVS's misrepresentations and/or omissions was, thus, to their detriment.

116. As a proximate result of CVS's negligent conduct, Plaintiffs and Members of the Classes have been damaged because they paid copayments for generic prescription drugs that were far higher than the prices they would have paid but for CVS's misconduct.

117. CVS is therefore liable to Plaintiffs and Members of the Classes for the damages they sustained.

COUNT 3: UNJUST ENRICHMENT

Asserted by Plaintiffs, the National Class and each State Subclass against CVS

118. Plaintiffs repeat paragraphs 1 through 102 above.

119. By means of CVS's wrongful conduct alleged herein, CVS knowingly charges plan participants artificially high copayments for generic prescription drugs included in the HSP program in

1 a manner that is unfair and unconscionable.

2 120. CVS knowingly received and retained wrongful benefits and funds from Plaintiffs and
3 Members of the Classes. In so doing, CVS acted with conscious disregard for the rights of Plaintiffs
4 and Members of the Classes.

5 121. As a result of CVS's wrongful conduct as alleged herein, CVS has been unjustly enriched
6 at the expense of, and to the detriment of, Plaintiffs and Members of the Classes.

7 122. CVS's unjust enrichment is traceable to, and resulted directly and proximately from, the
8 conduct alleged herein.

9 123. Under the common law doctrine of unjust enrichment, it is inequitable for CVS to be
10 permitted to retain the benefits it received, and is still receiving, without justification, from the
11 imposition of artificially inflated prices on Plaintiffs and Members of the Classes in an unfair and
12 unconscionable manner. CVS's retention of such funds under circumstances making it inequitable to
13 do so constitutes unjust enrichment.

14 124. Plaintiffs and Members of the Classes did not confer these benefits officiously or
15 gratuitously, and it would be inequitable and unjust for CVS to retain these wrongfully obtained
16 proceeds.

17 125. CVS is therefore liable to Plaintiffs and Members of the Classes for restitution in the
18 amount of CVS wrongfully obtained profits.

19 **COUNT 4: VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW**

20 **Asserted by the California Plaintiffs and California Subclass against CVS**

21 126. Plaintiffs repeat paragraphs 1 through 102 above.

22 127. Plaintiffs Christopher Corcoran, Elizabeth Gardner, Tyler Clark, and Michael Norkus
23 bring this claim individually and on behalf of the National Class and/or California Subclass Members.

24 128. Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and other members of the National
25 Class and/or California Subclass are "persons" within the meaning of Cal. Bus. Prof. Code § 17204.

26 129. CVS has unfairly obtained monies from Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr.
27 Norkus and the other members of the National Class and/or California Subclass through CVS's (i)
28 unlawful business acts and/or practices; (ii) unfair business acts and/or practices; (iii) fraudulent

business acts and/or practices; and (iv) unfair, deceptive, untrue and/or misleading advertising (including violations of Cal. Bus. & Prof. Code § 17500, *et seq.*), including, among other things:

a) reporting to insurance companies, and state and federal health care entities fraudulent U&C prices for hundreds of generic prescription drugs;

b) misrepresenting to insurance companies and state and federal health care entities, Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass that the U&C price was greater than their copayments;

c) concealing from Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass the true U&C prices of generic prescription drugs; and

d) wrongfully obtaining monies from Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass as a result of its deception.

130. CVS willfully engaged in the unfair and/or deceptive acts and/or practices described above and knew or should have known that those acts and/or practices were unfair and/or deceptive.

131. The facts which CVS misrepresented and/or concealed, as alleged in the preceding paragraphs, were material to Mr. Corcoran's, Ms. Gardner's, Mr. Clark's, Mr. Norkus' and the National Class and/or California Subclass' decisions about whether to purchase generic prescription drugs from CVS, in that Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass would not have purchased generic prescription drugs from CVS for more than the HSP prices but for CVS's unfair and/or deceptive acts and/or practices.

132. As a direct and proximate result of CVS's unfair and deceptive acts and practices, Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass were deceived into paying falsely inflated prices for generic prescription drugs and have been damaged thereby.

133. CVS is therefore liable to Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass for the damages they sustained, plus statutory damages, penalties, costs, and reasonable attorneys' fees to the extent provided by law.

COUNT 5: VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT

Asserted by the California Plaintiffs and California Subclass against CVS

134. Plaintiffs repeat paragraphs 1 through 102 above.

135. Plaintiffs Christopher Corcoran, Elizabeth Gardner, Tyler Clark, and Michael Norkus bring this claim individually and on behalf of the National Class and/or California Subclass Members.

136. Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and other members of the National Class and/or California Subclass are “consumers” within the meaning of Cal. Civ. Code § 1761(d).

137. The generic prescription drugs that Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and other members of the National Class and/or California Subclass purchased from CVS are “goods” within the meaning of Cal. Civ. Code § 1761(a).

138. Mr. Corcoran’s, Ms. Gardner’s, Mr. Clark’s, Mr. Norkus’ and other National Class and/or California Subclass members’ purchases were “transactions” within the meaning of Cal. Civ. Code § 1761(e).

139. CVS is a “person” within the meaning of Cal. Civ. Code § 1770(a).

140. Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and other members of the National Class and/or California Subclass have been damaged by CVS’s unfair methods of competition, and/or unfair and/or deceptive practices, in violation of Cal. Civ. Code § 1770(a), *et seq.*, which occurred in connection with transactions which resulted in Class members’ purchase of goods. These unfair methods of competition, and/or unfair and/or deceptive practices, included, among other things:

a) reporting to insurance companies, and state and federal health care entities fraudulent U&C prices for hundreds of generic prescription drugs;

b) misrepresenting to insurance companies and state and federal health care entities, Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass that the U&C price was greater than their copayments;

c) concealing from Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass the true U&C prices of generic prescription drugs; and

d) wrongfully obtaining monies from Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California Subclass as a result of its deception.

1 141. Pursuant to § 1782 of the California Consumer Legal Remedies Act, on the day that this
 2 Complaint is filed, Mr. Corcoran notified CVS in writing by certified mail of the particular violations
 3 of § 1770 described above and requested that that the CVS rectify its practices described above and give
 4 notice to all affected consumers of its intent to so act. CVS has failed to respond to this notice.

5 142. CVS willfully engaged in the unfair and/or deceptive acts and/or practices described
 6 above and knew or should have known that those acts and/or practices were unfair and/or deceptive.

7 143. The facts which CVS misrepresented and/or concealed, as alleged in the preceding
 8 paragraphs, were material to Mr. Corcoran's, Ms. Gardner's, Mr. Clark's, Mr. Norkus' and the National
 9 Class and/or California Subclass' decisions about whether to purchase generic prescription drugs from
 10 CVS, in that Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National Class and/or California
 11 Subclass would not have purchased generic prescription drugs from CVS for more than the HSP prices
 12 but for CVS's unfair and/or deceptive acts and/or practices.

13 144. As a direct and proximate result of CVS's acts described above, Mr. Corcoran, Ms.
 14 Gardner, Mr. Clark, Mr. Norkus and the other Members of the National Class and/or California Subclass
 15 paid more for CVS's products than they would have and/or purchased products they would not have
 16 purchased but for CVS's deceptive conduct. Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the
 17 other Members of the National Class and/or California Subclass therefore seek injunctive relief pursuant
 18 to § 1782(d) of the Act, to enjoining CVS's ongoing wrongful acts described herein.

19 145. Because CVS failed to rectify or agree to rectify the problems associated with the actions
 20 described above and give notice to all affected consumers within 30 days of the date of written notice
 21 pursuant to § 1782 of the Act, Mr. Corcoran, Ms. Gardner, Mr. Clark, Mr. Norkus and the National
 22 Class and/or California Subclass also seek to recover actual, punitive, and statutory damages, as well as
 23 restitution, as appropriate, pursuant to California Civil Code § 1782(d).

24 **COUNT 6: VIOLATION OF ARIZONA CONSUMER FRAUD ACT**

25 **Asserted by the Arizona Plaintiff and the Arizona Subclass against CVS**

26 146. Plaintiffs repeat paragraphs 1 through 102 above.

27 147. Plaintiff Avis Zulema brings this claim individually and on behalf of the other Arizona
 28 Subclass Members against CVS.

148. Plaintiff Avis Zulema and Subclass Members of the Arizona Subclass have suffered losses because of CVS's acts, use and employment of deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission in connection with the sale or advertisement of CVS's merchandise, including, among other things,

a) reporting to third-party payors fraudulent U&C prices for hundreds of generic prescription drugs;

b) misrepresenting to third-party payors, Ms. Zulema and Subclass Members that the U&C price was greater than Ms. Zulema's and Subclass Members' copayments;

c) concealing from Ms. Zulema and Subclass Members the true U&C prices of generic prescription drugs; and

d) wrongfully obtaining monies from Ms. Zulema and Subclass Members as a result of its deception.

149. CVS willfully and knowingly engaged in the deceptive, fraudulent, false and unfair acts and practices described above and knew or should have known that those acts and practices were unconscionable, fraudulent, false and unfair, and thus in violation of Arizona's Consumer Fraud Act, A.R.S. Ch. 10, Ar. 7, §§ 44-1521 *et seq.*

150. As a direct and proximate result of CVS's unfair and deceptive acts and practices, Ms. Zulema and Subclass Members paid CVS artificially inflated prices for generic prescription drugs and have been damaged thereby.

151. CVS is therefore liable to Ms. Zulema and Subclass Members for the damages they sustained, plus statutory damages, penalties, costs, and reasonable attorneys' fees to the extent provided by law.

COUNT 7: VIOLATION OF MASSACHUSETTS CONSUMER PROTECTION ACT

Asserted by the Massachusetts Plaintiff and the Massachusetts Subclass against CVS

152. Plaintiffs repeat paragraphs 1 through 102 above.

153. Plaintiff Robert Garber brings this claim individually and on behalf of the other Massachusetts Subclass Members against CVS.

154. Dr. Garber and the other Subclass Members are “persons” within the meaning of M.G.L. ch. 93A § 9(1).

155. CVS is a “person” within the meaning of M.G.L. ch. 93A § 9(1).

156. Dr. Garber and other Subclass Members were injured by CVS’s employment in trade and commerce of unfair or deceptive acts or practices, including, among other things,

a) reporting to insurance companies, and state and federal health care entities fraudulent U&C prices for hundreds of generic prescription drugs;

b) misrepresenting to insurance companies and state and federal health care entities, Plaintiffs, and Class Members that the U&C price was greater than Plaintiffs’ copayments;

c) concealing from Plaintiffs and Class Members the true U&C prices of generic prescription drugs; and

d) wrongfully obtaining monies from Plaintiffs and the other Subclass Members as a result of its deception.

157. CVS willfully engaged in the unfair and/or deceptive acts and/or practices described above and knew or should have known that those acts and/or practices were a violation of M.G.L. ch. 93A § 2.

158. On August 3, 2015—more than thirty days prior to filing this Amended Complaint—Dr. Garber on behalf of himself and the Class mailed a written demand for relief to CVS, identifying himself and the Class and reasonably describing the unfair and/or deceptive acts and/or practices relied upon and injuries suffered. CVS failed to make a written tender of settlement within thirty days.

159. As a direct and proximate result of CVS’s unfair and deceptive acts and practices, Dr. Garber and the other Massachusetts Subclass members were deceived into paying falsely inflated prices for generic prescription drugs and have been damaged thereby.

160. CVS is liable to Plaintiffs and Subclass Members for the damages they sustained, plus statutory damages, penalties, costs and reasonable attorneys’ fees to the extent provided by law.

COUNT 8: VIOLATION OF NEW YORK CONSUMER PROTECTION LAW

Asserted by the New York Plaintiffs and the New York Subclass against CVS

161. Plaintiffs repeat paragraphs 1 through 102 above.

162. Plaintiffs Toni Odorisio, Robert Guarnieri, and Onnolee Samuelson bring this claim individually and on behalf of the other New York Subclass Members against CVS.

163. Ms. Odorisio, Mr. Guarnieri, Ms. Samuelson, and other Subclass Members are “persons” within the meaning of N.Y. Code § 349(h).

164. Ms. Odorisio, Mr. Guarnieri, Ms. Samuelson, and other Subclass Members were injured by CVS’s employment in business, trade and/or commerce of deceptive acts or practices in violation of N.Y. Code § 349 including, among other things among other things,

a) reporting to third-party payors fraudulent U&C prices for hundreds of generic prescription drugs;

b) misrepresenting to third-party payors, Ms. Odorisio, Mr. Guarnieri, Ms. Samuelson, and Subclass Members that the U&C price was greater than Plaintiffs’ copayments;

c) concealing from Ms. Odorisio, Mr. Guarnieri, Ms. Samuelson, third-party payors, and Subclass Members the true U&C prices of generic prescription drugs; and

d) wrongfully obtaining monies from Ms. Odorisio, Mr. Guarnieri, Ms. Samuelson, and the other Subclass Members as a result of its deception.

165. CVS willfully engaged in the deceptive acts and/or practices described above.

166. As a direct and proximate result of CVS’s unfair and deceptive acts and practices, Ms. Odorisio, Mr. Guarnieri, Ms. Samuelson, and the Subclass members were deceived into paying falsely inflated prices for generic prescription drugs and have been damaged thereby.

167. CVS is therefore liable to Ms. Odorisio, Mr. Guarnieri, Ms. Samuelson, and Subclass Members for the damages they sustained, plus statutory damages, penalties, costs, and reasonable attorneys’ fees to the extent provided by law.

COUNT 9: VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

Asserted by the Texas Plaintiffs and the Texas Subclass against CVS

168. Plaintiffs repeat paragraphs 1 through 102 above.

169. Plaintiffs Amanda Gilbert and Gilbert Brown bring this claim individually and on behalf of the other Texas Subclass Members against CVS.

170. Ms. Gilbert, Mr. Brown, and the Texas Subclass Members are “consumers” within the

1 meaning of Tex. Bus. and Comm. Code § 17.50(a).

2 171. CVS is a person within the meaning of Tex. Bus. and Comm. Code § 17.50(a).

3 172. Ms. Gilbert, Mr. Brown, and the Texas Subclass Members suffered economic and mental
4 anguish damages as a consequence of CVS's knowing and intentional use and/or employment of false,
5 misleading, and/or deceptive acts or practices, or unconscionable actions and/or courses of action in
6 connection with the sale of generic prescription drugs to Plaintiffs and Texas Subclass Members,
7 including, among other things,

8 a) reporting to insurance companies, and state and federal health care entities
9 fraudulently inflated U&C prices for hundreds of generic prescription drugs;

10 b) misrepresenting to insurance companies and state and federal health care entities,
11 Ms. Gilbert, Mr. Brown, and Texas Subclass Members, that CVS's U&C price for the relevant
12 generic prescription drugs was greater than the copayments CVS was charging;

13 c) communicating to and charging Ms. Gilbert, Mr. Brown, and Texas Subclass
14 Members fraudulently inflated copayments that exceeded CVS's true U&C price;

15 d) concealing from Ms. Gilbert, Mr. Brown, and Texas Subclass Members the true
16 U&C price of generic prescription drugs, and the proper copayment price that CVS should have
17 charged Ms. Gilbert, Mr. Brown, and Texas Subclass Members;

18 e) concealing the fact that CVS was required to, but did not, charge Mr. Brown and
19 Texas Subclass Members a copayment that did not exceed CVS's true U&C price; and

20 e) wrongfully obtaining monies from Ms. Gilbert, Mr. Brown, and Texas Subclass
21 Members as a result of its deception.

22 173. CVS knowingly and intentionally engaged in the acts and/or practices described above
23 in connection with the sale of generic prescription drugs to Plaintiffs and Texas Subclass Members, with
24 the intent of inducing, and did induce, Ms. Gilbert, Mr. Brown, and Texas Subclass Members into paying
25 fraudulently inflated copayments for purchases of generic prescription drugs, which they would not have
26 paid had CVS not engaged in its deceptive conduct. Ms. Gilbert, Mr. Brown, and Texas Subclass
27 Members thus relied on CVS's deceptive conduct to their detriment.

28 174. The foregoing conduct by CVS in connection with the sale of generic prescription drugs

1 to Plaintiffs and Texas Subclass Members constituted failures by CVS “to disclose information
2 concerning goods or services which was known at the time of the transaction if such failure to disclose
3 such information was intended to induce the consumer into a transaction into which the consumer would
4 not have entered had the information been disclosed,” under Tex. Bus. and Comm. Code § 17.46(b)(24).
5 Thus, CVS is liable to Ms. Gilbert, Mr. Brown, and Texas Subclass Members under Tex. Bus. and
6 Comm. Code § 17.50(a)(1) and (b).

7 175. In addition, Ms. Gilbert, Mr. Brown, and Texas Subclass Members lacked knowledge,
8 ability, experience or capacity with respect to at the least the following:

9 a) CVS’s internal and nonpublic business practices of determining its U&C price,
10 including that it purposefully excluded its HSP price from such determinations;

11 b) the fact that, as reflected in CVS’s internal and nonpublic data, CVS’s HSP price
12 is the most common price CVS charges cash-paying customers and therefore is CVS’s true U&C
13 price;

14 c) the fact that, as it has admitted, CVS does not report, and has not reported, its
15 HSP price as its U&C price in submitting claims for adjudication to third-party payors, including
16 with respect to Ms. Gilbert, Mr. Brown, and other Texas Subclass Members’ claims; and

17 d) the fact that CVS was required to, but did not, charge Ms. Gilbert, Mr. Brown and
18 Subclass Members a copayment that did not exceed CVS’s true U&C price.

19 176. CVS took advantage of Ms. Gilbert, Mr. Brown and Texas Subclass Members’ lack of
20 knowledge, ability, experience or capacity in connection with the sale of generic prescription drugs to
21 Plaintiffs and Texas Subclass Members, by reporting inflated U&C prices, instead of CVS’s HSP price,
22 and by communicating to and charging Mr. Brown and Texas Subclass Members inflated copayments
23 on their purchases of generic prescription drugs, within the meaning of Tex. Bus. and Comm. Code §
24 17.45(5). CVS therefore has engaged in unconscionable acts and practices against Ms. Gilbert, Mr.
25 Brown, and Texas Subclass Members in violation of Tex. Bus. and Comm. Code § 17.50(a)(3).

26 177. As a direct and proximate result of CVS’s unfair, unconscionable, and deceptive acts and
27 practices, Ms. Gilbert, Mr. Brown, and the other Texas Subclass Members have paid falsely inflated
28 prices for generic prescription drugs, have suffered mental anguish, and have been damaged thereby.

1 178. CVS therefore is liable to Ms. Gilbert, Mr. Brown, and Texas Subclass Members for the
 2 economic damages and mental anguish damages they sustained, plus statutory damages (including treble
 3 damages), penalties, costs and reasonable attorneys' fees to the extent provided by law.

4 **COUNT 10: VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR**

5 **TRADE PRACTICES ACT**

6 **Asserted by the Florida Plaintiffs and the Florida Subclass against CVS**

7 179. Plaintiffs repeat paragraphs 1 through 102 above.

8 180. Plaintiffs Robert Jenks and Debbie Barrett bring this claim individually and on behalf of
 9 the other Florida Subclass Members against CVS.

10 181. Plaintiffs Robert Jenks, Debbie Barrett, and Subclass Members of the Florida Subclass
 11 are "consumers" within the meaning of Fla. Stat. § 501.203(7).

12 182. Mr. Jenks, Ms. Barrett, and Subclass Members have suffered losses because of CVS's
 13 employment of unconscionable acts or practices and unfair and/or deceptive acts or practices in the
 14 conduct of trade and commerce, including, among other things,

15 a) reporting to third-party payors fraudulent U&C prices for hundreds of generic
 16 prescription drugs;

17 b) misrepresenting to third-party payors, Mr. Jenks, Ms. Barrett, and Subclass
 18 Members that the U&C price was greater than Subclass Members' copayments;

19 c) concealing from Mr. Jenks and Subclass Members the true U&C prices of generic
 20 prescription drugs; and

21 d) wrongfully obtaining monies from Mr. Jenks and Subclass Members as a result
 22 of its deception.

23 183. CVS willfully engaged in the unfair and/or deceptive acts and/or practices described
 24 above and knew or should have known that those acts and/or practices were unfair and/or deceptive and
 25 in violation of Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*

26 184. As a direct and proximate result of CVS's unfair and deceptive acts and practices, Mr.
 27 Jenks, Ms. Barrett, and Subclass Members were deceived into paying artificially inflated prices for
 28 generic prescription drugs and have been damaged thereby.

185. CVS is therefore liable to Mr. Jenks, Ms. Barrett, and Subclass Members for the damages they sustained, plus statutory damages, penalties, costs, and reasonable attorneys' fees to the extent provided by law.

COUNT 11: VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

Asserted by the Illinois Plaintiffs and the Illinois Subclass against CVS

186. Plaintiffs repeat paragraphs 1 through 102 above.

187. Plaintiffs Carl Washington, Robert Podgorny and Robert Jenks bring this claim individually and on behalf of the other Illinois Subclass Members against CVS.

188. At all relevant times, Plaintiffs Carl Washington, Robert Podgorny, Robert Jenks, Subclass Members, and CVS were persons within the meaning of 815 ILCS 505/1(c).

189. At all relevant times, Mr. Washington, Mr. Podgorny, Mr. Jenks, and Subclass Members were consumers within the meaning of 815 ILCS 505/1(e).

190. At all relevant and material times as described herein, CVS conducted trade and commerce within the meaning of 815 ILCS 505/1(f).

191. Mr. Washington, Mr. Podgorny, Mr. Jenks, and Subclass Members have suffered losses because of CVS's employment of unconscionable acts or practices and unfair and/or deceptive acts or practices in the conduct of trade and commerce, including, among other things,

a) reporting to third-party payors fraudulent U&C prices for hundreds of generic prescription drugs;

b) misrepresenting to third-party payors, Mr. Washington, Mr. Jenks, and Subclass Members that the U&C price was greater than Mr. Washington, Mr. Jenks, and Subclass Members' copayments;

c) concealing from Mr. Washington, Mr. Jenks, and Subclass Members the true U&C prices of generic prescription drugs; and

d) wrongfully obtaining monies from Mr. Washington, Mr. Jenks, and Subclass Members as a result of its deception.

192. CVS willfully engaged in the unfair and/or deceptive acts and/or practices described

1 above and knew or should have known that those acts and/or practices were unfair and/or deceptive and
 2 in violation of Illinois' Consumer Fraud and Deceptive Business Practices Act.

3 193. The facts which CVS misrepresented and/or concealed, as alleged in the preceding
 4 paragraphs, were material to Mr. Washington, Mr. Podgorny, Mr. Jenks, and Subclass Members'
 5 decision about whether to purchase generic prescription drugs from CVS, in that they would not have
 6 purchased generic prescription drugs from CVS for more than the HSP prices but for CVS's unfair
 7 and/or deceptive acts and/or practices.

8 194. This deception alleged herein occurred in connection with CVS's conduct of trade and
 9 commerce in Illinois.

10 195. CVS intended for Mr. Washington, Mr. Podgorny, Mr. Jenks, and Subclass Members to
 11 purchase generic prescription drugs from CVS in reliance upon CVS's unfair and/or deceptive acts
 12 and/or practices.

13 196. As a direct and proximate result of CVS's unfair and deceptive acts and practices, Mr.
 14 Washington, Mr. Podgorny, Mr. Jenks, and Subclass Members were deceived into paying artificially
 15 inflated prices for generic prescription drugs and have been damaged thereby.

16 197. CVS is therefore liable to Mr. Washington, Mr. Podgorny, Mr. Jenks, and Subclass
 17 Members for the damages they sustained, plus statutory damages, penalties, costs, and reasonable
 18 attorneys' fees to the extent provided by law.

19 **COUNT 12: VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT**

20 **Asserted by the New Jersey Plaintiff and New Jersey Subclass against CVS**

21 198. Plaintiffs repeat paragraphs 1 through 102 above.

22 199. Plaintiff Vincent Gargiulo brings this claim individually and on behalf of the other New
 23 Jersey Subclass Members against CVS.

24 200. Plaintiff Vincent Gargiulo and Subclass Members of the New Jersey Subclass have
 25 suffered losses because of CVS's acts, use and employment of unconscionable commercial practices,
 26 deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment,
 27 suppression, or omission of any material fact with intent that others rely on such concealment,
 28 suppression or omission, in connection with the sale or advertisement of CVS's merchandise, including,

among other things,

a) reporting to third-party payors fraudulent U&C prices for hundreds of generic prescription drugs;

b) misrepresenting to third-party payors, Mr. Gargiulo and Subclass Members that the U&C price was greater than Mr. Gargiulo's and Subclass Members' copayments;

c) concealing from Mr. Gargiulo and Subclass Members the true U&C prices of generic prescription drugs; and

d) wrongfully obtaining monies from Mr. Gargiulo and Subclass Members as a result of its deception.

201. CVS willfully and knowingly engaged in the unconscionable, fraudulent, false and unfair acts and practices described above and knew or should have known that those acts and practices were unconscionable, fraudulent, false and unfair, and thus in violation of New Jersey's Consumer Fraud Act, N.J.S.A. § 56:8 *et seq.*

202. As a direct and proximate result of CVS's unfair and deceptive acts and practices, Mr. Gargiulo and Subclass Members paid CVS artificially inflated prices for generic prescription drugs and have been damaged thereby.

203. CVS is therefore liable to Mr. Gargiulo and Subclass Members for the damages they sustained, plus statutory damages, penalties, costs, and reasonable attorneys' fees to the extent provided by law.

COUNT 13: VIOLATION OF PENNSYLVANIA UNFAIR TRADE PRACTICES AND

CONSUMER PROTECTION LAW, § 201-1, ET SEQ.

Asserted by the Pennsylvania Plaintiffs and the Pennsylvania Subclass against CVS

204. Plaintiffs repeat paragraphs 1 through 102 above.

205. Plaintiffs Kevin Cauley and Zachary Hagert bring this claim individually and on behalf of the Pennsylvania Subclass Members against CVS.

206. CVS is a "person" within the meaning of § 201-2(2).

207. CVS engaged in "trade" and "commerce" within the meaning of § 201-2(3).

208. Mr. Cauley, Mr. Hagert, and other members of the Pennsylvania Subclass have been

1 injured by CVS's deceptive practices in violation of § 201–2(4), including, among other things,

2 a) reporting to insurance companies, and state and federal health care entities
3 fraudulent U&C prices for hundreds of generic prescription drugs;

4 b) misrepresenting to third-party payors, Mr. Cauley, Mr. Hagert, and Subclass
5 Members that the U&C price was greater than Mr. Cauley's, Mr. Hagert's, and Subclass
6 Members' copayments;

7 c) concealing from Mr. Cauley, Mr. Hagert, and Subclass Members the true U&C
8 prices of generic prescription drugs; and

9 d) wrongfully obtaining monies from Mr. Cauley, Mr. Hagert, and the other
10 Members of the Pennsylvania subclass as a result of its deception.

11 209. These misrepresentations and concealments specifically violated § 201–2(4)(ii), § 201–
12 2(4)(iii), § 201–2(4)(v), § 201–2(4)(vii), and § 201–2(4)(xxi).

13 210. CVS willfully, knowingly, and fraudulently engaged in the deceptive acts and/or
14 practices described above.

15 211. As a direct and proximate result of CVS's unfair and deceptive acts and practices, Mr.
16 Cauley, Mr. Hagert, and the other Pennsylvania Subclass members were deceived into paying artificially
17 inflated prices for generic prescription drugs and have been damaged thereby.

18 212. CVS is therefore liable to Mr. Cauley, Mr. Hagert, and Subclass Members for the
19 damages they sustained, plus statutory damages, penalties, costs and reasonable attorneys' fees to the
20 extent provided by law.

21 **COUNT 14: VIOLATION OF MARYLAND CONSUMER PROTECTION ACT**

22 **Asserted by the Maryland Plaintiff and the Maryland Subclass against CVS**

23 213. Plaintiffs repeat paragraphs 1 through 102 above.

24 214. Plaintiff Linda Krone brings this claim individually and on behalf of the other Maryland
25 Subclass Members against CVS.

26 215. CVS is a "business" or "merchant" within the meaning of the Maryland Consumer
27 Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501.

28 216. Plaintiff Linda Krone and Subclass Members purchased prescription drugs from CVS

1 which constitute “consumer goods” within the meaning of the Maryland Consumer Protection Act.

2 217. CVS has engaged and continues to engage in unfair, false and misleading oral and written
3 statements, deception, fraud, false pretense, false premise, misrepresentation, and knowing concealment,
4 suppression, or omission of material facts in connection with the promotion and sale of consumer goods,
5 including, among other things,

6 a) reporting to third-party payors fraudulent U&C prices for hundreds of generic
7 prescription drugs;

8 b) misrepresenting to third-party payors, Ms. Krone and Subclass Members that the
9 U&C price was greater than Ms. Krone and Subclass Members’ copayments;

10 c) concealing from Ms. Krone and Subclass Members the true U&C prices of
11 generic prescription drugs; and

12 d) wrongfully obtaining monies from Ms. Krone and Subclass Members as a result
13 of its deception.

14 218. The facts which CVS misrepresented and/or concealed, as alleged in the preceding
15 paragraphs, were material to Ms. Krone, and Subclass Members’ decisions about whether to purchase
16 generic prescription drugs from CVS, in that Ms. Krone, and Subclass Members would not have
17 purchased generic prescription drugs from CVS for more than the Health Savings Pass prices but for
18 CVS’s unfair and/or deceptive trade practices.

19 219. As a direct and proximate result of CVS’s unfair and deceptive trade practices, Ms. Krone
20 and Subclass Members paid CVS artificially inflated prices for generic prescription drugs and have been
21 damaged thereby.

22 220. CVS is therefore liable to Ms. Krone and Subclass Members for the damages they
23 sustained, plus statutory damages, penalties, costs, and reasonable attorneys’ fees to the extent provided
24 by law.

25 **COUNT 15: VIOLATION OF DISTRICT OF COLUMBIA CONSUMER PROTECTION**

26 **PROCEDURES ACT**

27 **Asserted by the D.C. Plaintiff and the D.C. Subclass against CVS**

28 221. Plaintiffs repeat paragraphs 1 through 102 above.

1 222. Plaintiff Linda Krone brings this claim individually and on behalf of the other D.C.
2 Subclass Members against CVS.

3 223. CVS is a “merchant” within the meaning of the D.C. Consumer Protection Procedures
4 Act, D.C. Official Code, §§ 28-3901-28-3913.

5 224. Plaintiff Linda Krone and Subclass Members purchased prescription drugs from CVS
6 which constitute “consumer goods” within the meaning of the D.C. Consumer Protection Procedures
7 Act.

8 225. CVS has engaged and continues to engage in unfair, false and misleading oral and written
9 statements, deception, fraud, false pretense, false premise, misrepresentation, and knowing concealment,
10 suppression, or omission of material facts in connection with the promotion and sale of consumer goods,
11 including, among other things,

12 a) reporting to third-party payors fraudulent U&C prices for hundreds of generic
13 prescription drugs;

14 b) misrepresenting to third-party payors, Ms. Krone and Subclass Members that the
15 U&C price was greater than Ms. Krone and Subclass Members’ copayments;

16 c) concealing from Ms. Krone and Subclass Members the true U&C prices of
17 generic prescription drugs; and

18 d) wrongfully obtaining monies from Ms. Krone and Subclass Members as a result
19 of its deception.

20 226. The facts which CVS misrepresented and/or concealed, as alleged in the preceding
21 paragraphs, were material to Ms. Krone and Subclass Members’ decisions about whether to purchase
22 generic prescription drugs from CVS, in that Ms. Krone and Subclass Members would not have
23 purchased generic prescription drugs from CVS for more than the Health Savings Pass prices but for
24 CVS’s unfair and/or deceptive trade practices.

25 227. As a direct and proximate result of CVS’s unfair and deceptive trade practices, Ms. Krone
26 and Subclass Members paid CVS artificially inflated prices for generic prescription drugs and have been
27 damaged thereby.

28 228. CVS is therefore liable to Ms. Krone and Subclass Members for the damages they

sustained, plus statutory damages, penalties, costs, and reasonable attorneys' fees to the extent provided by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against CVS, and request as follows:

A. That all class members are owed at least the difference between their paid copay and the U&C offered to the general public for all prescriptions purchased during the life of the HSP program;

B. That the Court certify this action as a class action, proper and maintainable pursuant to Rule 23 of the Federal Rules of Civil Procedure, and declare that Plaintiffs are properly Class representatives;

C. That the Court grant permanent injunctive relief to prohibit CVS from continuing to engage in the unlawful acts, omissions, and practices described herein;

D. That the Court award compensatory, consequential, and general damages in an amount to be determined at trial;

E. That the Court order disgorgement and restitution of all earnings, profits, compensation, and benefits received by CVS as a result of its unlawful acts, omissions, and practices;

F. That the Court award statutory treble damages, and punitive or exemplary damages, to the extent permitted by law;

G. That the unlawful acts alleged in this Complaint be adjudged and decreed to be a violation of the unfair and deceptive business acts and practices in violation of the California Unfair Competition Law, California Consumer Legal Remedies Act, Arizona Consumer Fraud Act, Massachusetts Consumer Protection Act, New York Consumer Protection Law, New Jersey Consumer Fraud Act, Texas Deceptive Trade Practices Act, Florida Deceptive and Unfair Trade Practices Act, Illinois Consumer Fraud and Deceptive Business Practices Act, Pennsylvania Unfair Trade Practices and Consumer Protection Law, the Maryland Consumer Protection Act, and the D.C. Consumer Protection Procedures Act;

H. That the Court award to Plaintiffs the costs and disbursements of the action, along with reasonable attorneys' fees;

I. That the Court award pre- and post-judgment interest at the maximum legal rate; and

J. That the Court grant all such other relief as it deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs and the Class and Subclasses demand a jury trial on all claims for which they are entitled to a jury trial.

Dated: April 4, 2016

Respectfully submitted,

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Interim Class Counsel

Exhibit A

CVS HSP Generic Drug List as of November 1, 2008	
Drug & Strength (\$9.99)	Quantity
C-PHEN DROPS	90 ML
CYPROHEPTADINE 4 MG TABLET	180
FEXOFENADINE HCL 30 MG TABLET	90
HYDROXYZINE 10 MG/5 ML SYRUP	360 ML
LORATADINE 10 MG TABLET	90
ALLOPURINOL 100 MG, 300 MG TABLET	90
BACLOFEN 10 MG TABLET	90
CHLORZOXAZONE 500 MG TABLET	180
COLCHICINE 0.6 MG TABLET	90
CYCLOBENZAPRINE 5 MG, 10 MG TABLET	90
DEXAMETHASONE 0.5 MG TABLET	90
DEXAMETHASONE 0.75 MG TABLET	36
DEXAMETHASONE 4 MG TABLET	18
DICLOFENAC SOD 50 MG, 75 MG TABLET EC	180
IBUPROFEN 100 MG/5 ML SUSPENSION*	360 ML
IBUPROFEN 400 MG TABLET	270
IBUPROFEN 600 MG TABLET	180
IBUPROFEN 800 MG TABLET	90
INDOMETHACIN 25 MG CAPSULE*	180
INDOMETHACIN 50 MG CAPSULE	90
KETOPROFEN 50 MG, 75 MG CAPSULE	90
LIDOCAINE 2% VISCOUS SOLUTION	300 ML
MELOXICAM 7.5 MG, 15 MG TABLET	90
METHOCARBAMOL 500 MG TABLET	180
NAPROXEN 250 MG TABLET	180
NAPROXEN 375 MG, 500 MG TABLET*	180
NAPROXEN SODIUM 275 MG, 550 MG TABLET	90
PIROXICAM 10 MG, 20 MG CAPSULE	90
SALSALATE 500 MG TABLET	180
TIZANIDINE HCL 2 MG, 4 MG TABLET	180
TRAMADOL HCL 50 MG TABLET	180
ALBUTEROL 0.83 MG/ML SOLUTION*	(75 VIALS) 225 ML
ALBUTEROL 5 MG/ML SOLUTION	60 ML
ALBUTEROL SULF 2 MG/5 ML SYRUP	360 ML
ALBUTEROL SULFATE 2 MG TABLET	270
ALBUTEROL SULFATE 4 MG TABLET	180
IPRATROPIUM 0.02% SOLUTION*	(75 VIALS) 187.5 ML
THEOPHYLLINE 100 MG, 200 MG TABLET SA	180
LOVASTATIN 10 MG, 40 MG TABLET	90
LOVASTATIN 20 MG TABLET*	90
PRAVASTATIN SODIUM 10 MG, 20 MG TABLET	90
PRAVASTATIN SODIUM 40 MG TABLET*	90
CHLORPROPAMIDE 100 MG TABLET*	90
GLIMEPIRIDE 1 MG, 2 MG, 4 MG TABLET	90
GLIPIZIDE 5 MG TABLET	90
GLIPIZIDE 10 MG TABLET*	180
GLIPIZIDE ER 5 MG TABLET	90
GLYBURIDE 1.25 MG, 2.5 MG, 5 MG TABLET	90
GLYBURIDE MICRO 1.5 MG, 3 MG, 6 MG TABLET	90
GLYBURIDE-METFORMIN 5-500 MG TABLET	180
METFORMIN HCL 500 MG, 850 MG TABLET	180
METFORMIN HCL 1,000 MG TABLET*	180
METFORMIN HCL ER 500 MG TABLET*	180
FLUCONAZOLE 100 MG, 200 MG TABLET	12
NYSTATIN 100,000 UNITS/GM CREAM	90 GM
NYSTATIN 100,000 UNITS/GM OINTMENT	90 GM
TERBINAFINE HCL 250 MG TABLET*	30
BELLADONNA-PHENOBARB ELIXIR	720 ML
BELLADONNA-PHENOBARBITAL TABLET	180
CIMETIDINE 300 MG, 400 MG TABLET	90
CIMETIDINE 800 MG TABLET*	90
DICYCLOMINE 10 MG CAPSULE	270
DICYCLOMINE 20 MG TABLET	180
FAMOTIDINE 20 MG TABLET	180

CVS HSP Generic Drug List as of November 1, 2008	
Drug & Strength (\$9.99)	Quantity
FAMOTIDINE 40 MG TABLET	90
HYOSCYAMINE 0.375 MG CAPSULE SA	180
LACTULOSE 10 GM/15 ML SOLUTION	720 ML
METOCLOPRAMIDE 5 MG, 10 MG TABLET	180
METOCLOPRAMIDE 5 MG/5 ML SYRUP	180 ML
ONDANSETRON HCL 4 MG, 8 MG TABLET	36
PROCHLORPERAZINE 5 MG, 10 MG TABLET	90
PROMETHAZINE 12.5 MG TABLET	36
PROMETHAZINE 25 MG TABLET*	36
PROMETHAZINE 6.25 MG/5 ML SYRUP*	540 ML
RANITIDINE 150 MG CAPSULE	180
RANITIDINE 300 MG CAPSULE	90
RANITIDINE 150 MG TABLET	180
RANITIDINE 300 MG TABLET	90
ATROPINE 1% EYE DROPS	15
CYCLOPENTOLATE 1% EYE DROPS	45 ML
FLURBIPROFEN 0.03% EYE DROPS	8 ML
LEVOBUNOLOL 0.5% EYE DROPS	15 ML
PILOCARPINE 1%, 2% EYE DROPS	45 ML
POLYMYXIN B-TMP EYE DROPS*	30 ML
TIMOLOL 0.25%, 0.5% EYE DROPS	15 ML
AMILORIDE HCL-HCTZ 5-50 MG TABLET	90
AMIODARONE HCL 200 MG TABLET	90
ATENOLOL 25 MG, 50 MG, 100 MG TABLET	90
ATENOLOL-CHLORTHALIDONE 50-25 MG,100-25 MG TABLET	90
BENAZEPRIL HCL 5 MG, 10 MG, 20 MG,40 MG TABLET	90
BENAZEPRIL-HCTZ 10-12.5 MG, 20-12.5 MG, 20-25 MG TABLET	90
BISOPROLOL-HCTZ 2.5-6.25 MG, 5-6.25 MG, 10-6.25 MG TABLET	90
BUMETANIDE 0.5 MG, 1 MG, 2 MG TABLET	90
CAPTAPRIL 12.5 MG, 25 MG, 50 MG, 100 MG TABLET	180
CAPTAPRIL-HCTZ 25-25 MG TABLET	90
CARTIA XT 120 MG CAPSULE SA	90
CARVEDILOL 3.125 MG, 6.25 MG, 12.5 MG TABLET	180
CARVEDILOL 25 MG TABLET*	180
CHLORTHALIDONE 25 MG, 50 MG TABLET	90
CLONIDINE HCL 0.1 MG, 0.2 MG, 0.3 MG TABLET	90
DIGOXIN 125 MCG, 250 MCG TABLET	90
DILTIAZEM 30 MG, 60 MG TABLET	180
DILTIAZEM 90 MG TABLET*	180
DILTIAZEM 120 MG TABLET	90
DOXAZOSIN MESYLATE 1 MG, 2 MG, 4 MG, 8 MG TABLET	90
ENALAPRIL MALEATE 2.5 MG, 5 MG, 10 MG, 20 MG TABLET	90
ENALAPRIL-HCTZ 5-12.5 MG, 10-25 MG TABLET	90
FOSINOPRIL SODIUM 10 MG, 20 MG, 40 MG TABLET	90
FUROSEMIDE 20 MG, 40 MG, 80 MG TABLET	90
GUANFACINE 1 MG, 2 MG TABLET	90
HYDRALAZINE 10 MG, 25 MG TABLET	90
HYDROCHLOROTHIAZIDE 12.5 MG CAPSULE*	90
HYDROCHLOROTHIAZIDE 25 MG, 50 MG TABLET	90
INDAPAMIDE 1.25 MG, 2.5 MG TABLET	90
ISOSORBIDE DN 5 MG, 10 MG, 20 MG TABLET	270
ISOSORBIDE MN 20 MG TABLET	90
ISOSORBIDE MN 30 MG, 120 MG TABLET SA	90
ISOSORBIDE MN 60 MG TABLET ER	90
LABETALOL HCL 100 MG TABLET	180
LISINAPRIL 2.5 MG, 5MG, 10 MG, 20 MG, 30 MG, 40 MG TABLET	90
LISINAPRIL-HCTZ 10-12.5 MG TABLET	90
LISINAPRIL-HCTZ 20-12.5 MG, 20-25 MG TABLET*	90
METHYLDOPA 250 MG TABLET*	180
METHYLDOPA 500 MG TABLET*	90
METOLAZONE 2.5 MG, 5 MG TABLET	90
METOPROLOL TARTRATE 25 MG, 50 MG TABLET	180
METOPROLOL TARTRATE 100 MG TABLET*	180
NADOLOL 20 MG, 40 MG TABLET	90

CVS HSP Generic Drug List as of November 1, 2008	
Drug & Strength (\$9.99)	Quantity
NITROGLYCERIN 2.5 MG, 6.5 MG CAPSULE SA	90
NITROQUICK 0.3 MG, 0.4 MG TABLET SL*	300
PINDOLOL 5 MG, 10 MG TABLET	90
PRAZOSIN 1 MG, 2 MG, 5 MG CAPSULE	90
PROPRANOLOL 10 MG, 20 MG, 40 MG, 80 MG TABLET	180
PROPRANOLOL-HCTZ 40-25 MG, 80-25 MG TABLET	180
QUINAPRIL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
SOTALOL 80 MG TABLET*	90
SPIRONOLACTONE 25 MG TABLET*	90
TERAZOSIN 1 MG, 2 MG, 5 MG, 10 MG CAPSULE	90
TORSEMIDE 10 MG, 20 MG TABLET	90
TRIAMTERENE-HCTZ 37.5-25 MG CAPSULE	90
TRIAMTERENE-HCTZ 37.5-25 MG, 75-50 TABLET	90
VERAPAMIL 80 MG, 120 MG TABLET	90
VERAPAMIL 180 MG, 240 MG TABLET SA	90
WARFARIN SODIUM 1 MG, 2 MG, 2.5 MG, 3 MG, 4 MG, 6 MG, 7.5 MG, 10 MG TABLET	90
WARFARIN SODIUM 5 MG TABLET*	90
AMITRIPTYLINE HCL 10 MG, 25 MG, 50 MG, 75 MG, 100 MG, 150 MG TABLET	90
BENZTROPINE MES 0.5 MG, 1 MG, 2 MG TABLET	90
BUSPIRONE HCL 10 MG TABLET*	180
BUSPIRONE HCL 5 MG, 15 MG TABLET	180
CARBAMAZEPINE 200 MG TABLET*	180
CHLORPROMAZINE 25 MG, 50 MG TABLET	180
CITALOPRAM HBR 10 MG, 20 MG, 40 MG TABLET	90
DOXEPIN 10 MG, 25 MG, 50 MG, 75 MG, 100 MG CAPSULE	90
FLUOXETINE HCL 10 MG TABLET*	90
FLUOXETINE HCL 10 MG, 20 MG, 40 MG CAPSULE	90
FLUPHENAZINE 1 MG, 5 MG TABLET	90
GABAPENTIN 100 MG CAPSULE	270
HALOPERIDOL 0.5 MG, 1 MG, 2 MG, 5 MG TABLET	90
HYDROXYZINE PAM 25 MG CAPSULE	180
IMIPRAMINE HCL 10 MG, 25 MG TABLET	180
LITHIUM CARBONATE 300 MG CAPSULE*	270
MIRTAZAPINE 15 MG TABLET	90
NORTRIPTYLINE HCL 10 MG, 25 MG, 75 MG CAPSULE	90
PAROXETINE HCL 10 MG, 20 MG TABLET*	90
PAROXETINE HCL 30 MG, 40 MG TABLET	90
PERPHEN-AMITRIP 2 MG-10 MG, 2 MG-25 MG, 4 MG-25 MG TABLET	180
SERTRALINE HCL 25 MG TABLET	90
THIORIDAZINE 10 MG, 25MG, 50 MG TABLET	90
THIOTHIXENE 2 MG CAPSULE	90
TRAZODONE 50 MG, 100 MG, 150 MG TABLET	90
TRIHEXYPHENIDYL 2 MG TABLET	180
ZONISAMIDE 25 MG CAPSULE	180
CHLORHEXIDINE 0.12% RINSE	1440 ML
CYTRA-2 ORAL SOLUTION	480 ML
CYTRA-K ORAL SOLUTION	480 ML
HYDROCORTISONE 20 MG TABLET	90
ISONIAZID 300 MG TABLET	90
MECLIZINE 12.5 MG TABLET	180
MEGESTROL 20 MG TABLET*	90
METHYLPREDNISOLONE 4 MG TABLET	90
OXYBUTYNIN 5 MG TABLET	180
PREDNISOLONE 5 MG TABLET	90
PREDNISONE 1 MG, 2.5 MG, 5 MG, 10 MG TABLET	90
PREDNISONE 5 MG, 10 MG TABLET-DOSEPAK*	63
YOHIMBINE 5.4 MG TABLET	270
BETAMETHASONE DP 0.05% CREAM	135 GM
BETAMETHASONE DP 0.05% OINTMENT	45 GM
BETAMETHASONE VA 0.1% CREAM	135 GM
BETAMETHASONE VA 0.1% LOTION	180 ML
BETAMETHASONE VA 0.1% OINTMENT	135 GM
CLINDAMYCIN PH 1% SOLUTION	90 ML
DESONIDE 0.05% CREAM	45 GM

CVS HSP Generic Drug List as of November 1, 2008	
Drug & Strength (\$9.99)	Quantity
FLUOCINOLONE 0.01% SOLUTION	180 ML
FLUOCINOLONE 0.025% CREAM	45 GM
FLUOCINOLONE 0.025% OINTMENT	45 GM
FLUOCINONIDE 0.05% CREAM	90 GM
HYDROCORTISONE 1%, 2.5% CREAM	90 GM
HYDROCORTISONE 2.5% OINTMENT	90 GM
SELENIUM 2.5% LOTION-SHAMPOO*	360 ML
TRIAMCINOLONE 0.025%, 0.1% CREAM	240 GM
TRIAMCINOLONE 0.5% GM CREAM	45 GM
TRIAMCINOLONE 0.1% OINTMENT	240 GM
TRIAMCINOLONE 0.5% OINTMENT	45 GM
LEVOTHYROXINE 25 MCG, 50 MCG, 75 MCG, 88 MCG, 100 MCG, 112 MCG, 125 MCG, 137 MCG, 150 MCG TABLET	90
LEVOTHYROXINE 175 MCG, 200 MCG TABLET*	90
THYROID 60 MG TABLET	90
ACYCLOVIR 200 MG CAPSULE	90
FOLIC ACID 1 MG TABLET	90
KLOR-CON 8 MEQ, 10 MEQ TABLET	90
KLOR-CON M10, M20 TABLET	90
MAG 64 TABLET SA*	180
MAGNESIUM OXIDE 400 MG TABLET	90
MULTIVITA BETS-FL-FE 1 MG TABLET	90
NATALCARE PIC TABLET (PRENATAL RX 1 TABLET)*	90
PHOSPHA 250 NEUTRAL TABLET	90
POLYVIT-IRON-FL 0.25 MG/ML DROPS	150 ML
POTASSIUM CHLORIDE 10% LIQUID S-F	1440 ML
POTASSIUM CHLORIDE 20% LIQUID S-F	960 ML
PRENATABS RX TABLET	90
PRENATAL PLUS TABLET	90
PRENATAL RX TABLET*	90
SOD FLUORIDE 0.5MG(1.1MG), 1MG(2.2MG)TABLET	90
SODIUM FLOURIDE DENTAL RINSE	148 ML
SODIUM FLUORIDE 0.5 MG/ML DROPS	150 ML
TRI-VIT-FLUOR-IRON 0.25 MG/ML DROPS	150 ML
ULTRA NATALCARE TABLET	90
VITACON FORTE CAPSULE	90
ESTRADIOL 0.5 MG, 1 MG, 2 MG TABLET	90
ESTROPIPATE 0.625(0.75 MG) TABLET	90
ESTROPIPATE 1.25(1.5 MG) TABLET*	90
MEDROXYPROGESTERONE 10 MG TABLET	30
MEDROXYPROGESTERONE 2.5 MG, 5 MG TABLET	90
Women's Health (\$23.99)	
ALENDRONATE SODIUM 35 MG, 70 MG TABLET	12
TAMOXIFEN 10 MG TABLET	180
TAMOXIFEN 20 MG TABLET	90

CVS HSP Generic Drug List as of December 28, 2009	
Drug & Strength (\$9.99)	Quantity
C-PHEN DROPS	90 ML
CYPROHEPTADINE 4 MG TABLET	180
FEXOFENADINE HCL 30 MG TABLET	90
HYDROXYZINE 10 MG/5 ML SYRUP	360 ML
LORATADINE 10 MG TABLET	90
ALLOPURINOL 100 MG, 300 MG TABLET	90
BACLOFEN 10 MG TABLET	90
CHLORZOXAZONE 500 MG TABLET	180
COLCHICINE 0.6 MG TABLET	90
CYCLOBENZAPRINE 5 MG, 10 MG TABLET	90
DEXAMETHASONE 0.5 MG TABLET	90
DEXAMETHASONE 0.75 MG TABLET	36
DEXAMETHASONE 4 MG TABLET	18
DICLOFENAC SOD 50 MG, 75 MG TABLET EC	180
IBUPROFEN 100 MG/5 ML SUSPENSION*	360 ML
IBUPROFEN 400 MG TABLET	270
IBUPROFEN 600 MG TABLET	180
IBUPROFEN 800 MG TABLET	90
INDOMETHACIN 25 MG CAPSULE*	180
INDOMETHACIN 50 MG CAPSULE	90
KETOPROFEN 50 MG, 75 MG CAPSULE	90
LIDOCAINE 2% VISCOUS SOLUTION	300 ML
MELOXICAM 7.5 MG, 15 MG TABLET	90
METHOCARBAMOL 500 MG TABLET	180
NAPROXEN 250 MG TABLET	180
NAPROXEN 375 MG, 500 MG TABLET*	180
NAPROXEN SODIUM 275 MG, 550 MG TABLET	90
PIROXICAM 10 MG, 20 MG CAPSULE	90
TIZANIDINE HCL 2 MG, 4 MG TABLET	180
TRAMADOL HCL 50 MG TABLET	180
ALBUTEROL 0.83 MG/ML SOLUTION*	(75 VIALS) 225 ML
ALBUTEROL 5 MG/ML SOLUTION	60 ML
ALBUTEROL SULF 2 MG/5 ML SYRUP	360 ML
ALBUTEROL SULFATE 2 MG TABLET	270
ALBUTEROL SULFATE 4 MG TABLET	180
IPRATROPIUM 0.02% SOLUTION*	(75 VIALS) 187.5 ML
THEOPHYLLINE 100 MG, 200 MG TABLET SA	180
LOVASTATIN 10 MG, 40 MG TABLET	90
LOVASTATIN 20 MG TABLET*	90
PRAVASTATIN SODIUM 10 MG, 20 MG TABLET	90
PRAVASTATIN SODIUM 40 MG TABLET*	90
CHLORPROPAMIDE 100 MG TABLET*	90
GLIMEPIRIDE 1 MG, 2 MG, 4 MG TABLET	90
GLIPIZIDE 5 MG TABLET	90
GLIPIZIDE 10 MG TABLET*	180
GLIPIZIDE ER 5 MG TABLET	90
GLYBURIDE 1.25 MG, 2.5 MG, 5 MG TABLET	90
GLYBURIDE MICRO 1.5 MG, 3 MG, 6 MG TABLET	90
GLYBURIDE-METFORMIN 5-500 MG TABLET	180
METFORMIN HCL 500 MG, 850 MG TABLET	180
METFORMIN HCL 1,000 MG TABLET*	180
METFORMIN HCL ER 500 MG TABLET*	180
FLUCONAZOLE 100 MG, 200 MG TABLET	12
NYSTATIN 100,000 UNITS/GM CREAM	90 GM
NYSTATIN 100,000 UNITS/GM OINTMENT .	90 GM
TERBINAFINE HCL 250 MG TABLET*	30
BELLADONNA-PHENOBARBITAL TABLET	180
CIMETIDINE 300 MG, 400 MG TABLET	90
CIMETIDINE 800 MG TABLET*	90

CVS HSP Generic Drug List as of December 28, 2009	
Drug & Strength (\$9.99)	Quantity
DICYCLOMINE 10 MG CAPSULE	270
DICYCLOMINE 20 MG TABLET	180
FAMOTIDINE 20 MG TABLET	180
FAMOTIDINE 40 MG TABLET	90
LACTULOSE 10 GM/15 ML SOLUTION	720 ML
METOCLOPRAMIDE 5 MG, 10 MG TABLET	180
METOCLOPRAMIDE 5 MG/5 ML SYRUP	180 ML
PROCHLORPERAZINE 5 MG, 10 MG TABLET	90
PROMETHAZINE 12.5 MG TABLET	36
PROMETHAZINE 25 MG TABLET*	36
PROMETHAZINE 6.25 MG/5 ML SYRUP*	540 ML
RANITIDINE 150 MG CAPSULE	180
RANITIDINE 300 MG CAPSULE	90
RANITIDINE 150 MG TABLET	180
RANITIDINE 300 MG TABLET	90
ATROPINE 1% EYE DROPS	15 ML
CYCLOPENTOLATE 1% EYE DROPS	45 ML
FLURBIPROFEN 0.03% EYE DROPS	8 ML
LEVOBUNOLOL 0.5% EYE DROPS	15 ML
PILOCARPINE 1%, 2% EYE DROPS	45 ML
POLYMYXIN B-TMP EYE DROPS*	30 ML
TIMOLOL 0.25%, 0.5% EYE DROPS	15 ML
AMILORIDE HCL-HCTZ 5-50 MG TABLET	90
AMIODARONE HCL 200 MG TABLET	90
ATENOLOL 25 MG, 50 MG, 100 MG TABLET	90
ATENOLOL-CHLORTHALIDONE 50-25 MG, 100-25 MG TABLET	90
BENAZEPRIL HCL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
BENAZEPRIL-HCTZ 10-12.5 MG, 20-12.5 MG, 20-25 MG TABLET	90
BISOPROLOL-HCTZ 2.5-6.25 MG, 5-6.25 MG, 10-6.25 MG TABLET	90
BUMETANIDE 0.5 MG, 1 MG, 2 MG TABLET	90
CAPTOPRIL 12.5 MG, 25 MG, 50 MG, 100 MG TABLET	180
CARTIA XT 120 MG CAPSULE SA	90
CARVEDILOL 3.125 MG, 6.25 MG, 12.5 MG TABLET	180
CARVEDILOL 25 MG TABLET*	180
CHLORTHALIDONE 25 MG, 50 MG TABLET	90
CLONIDINE HCL 0.1 MG, 0.2 MG, 0.3 MG TABLET	90
DIGOXIN 125 MCG, 250 MCG TABLET	90
DILTIAZEM 30 MG, 60 MG TABLET	180
DILTIAZEM 90 MG TABLET*	180
DILTIAZEM 120 MG TABLET	90
DOXAZOSIN MESYLATE 1 MG, 2 MG, 4 MG, 8 MG TABLET	90
ENALAPRIL MALEATE 2.5 MG, 5 MG, 10 MG, 20 MG TABLET	90
ENALAPRIL-HCTZ 5-12.5 MG, 10-25 MG TABLET	90
FOSINOPRIL SODIUM 10 MG, 20 MG, 40 MG TABLET	90
FUROSEMIDE 20 MG, 40 MG, 80 MG TABLET	90
GUANFACINE 1 MG, 2 MG TABLET	90
HYDRALAZINE 10 MG, 25 MG TABLET	90
HYDROCHLOROTHIAZIDE 12.5 MG CAPSULE*	90
HYDROCHLOROTHIAZIDE 25 MG, 50 MG TABLET	90
INDAPAMIDE 1.25 MG, 2.5 MG TABLET	90
ISOSORBIDE DN 5 MG, 10 MG, 20 MG TABLET	270
ISOSORBIDE MN 20 MG TABLET	90
ISOSORBIDE MN 30 MG, 120 MG TABLET SA	90
ISOSORBIDE MN 60 MG TABLET ER	90
LABETALOL HCL 100 MG TABLET	180
LISINOPRIL 2.5 MG, 5MG, 10 MG, 20 MG, 30 MG, 40 MG TABLET	90
LISINOPRIL-HCTZ 10-12.5 MG TABLET	90
LISINOPRIL-HCTZ 20-12.5 MG, 20-25 MG TABLET*	90
METHYLDOPA 250 MG TABLET*	180

CVS HSP Generic Drug List as of December 28, 2009	
Drug & Strength (\$9.99)	Quantity
METHYLDOPA 500 MG TABLET*	90
METOLAZONE 2.5 MG, 5 MG TABLET	90
METOPROLOL TARTRATE 25 MG, 50 MG TABLET	180
METOPROLOL TARTRATE 100 MG TABLET*	180
NADOLOL 20 MG, 40 MG TABLET	90
PINDOLOL 5 MG, 10 MG TABLET	90
PRAZOSIN 1 MG, 2 MG, 5 MG CAPSULE	90
PROPRANOLOL 10 MG, 20 MG, 40 MG, 80 MG TABLET	180
PROPRANOLOL-HCTZ 40-25 MG, 80-25 MG TABLET	180
QUINAPRIL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
SOTALOL 80 MG TABLET*	90
SPIRONOLACTONE 25 MG TABLET*	90
TERAZOSIN 1 MG, 2 MG, 5 MG, 10 MG CAPSULE	90
TORSEMIDE 10 MG, 20 MG TABLET	90
TRIAMTERENE-HCTZ 37.5-25 MG CAPSULE	90
TRIAMTERENE-HCTZ 37.5-25 MG, 75-50 TABLET	90
VERAPAMIL 80 MG, 120 MG TABLET	90
VERAPAMIL 180 MG, 240 MG TABLET SA	90
WARFARIN SODIUM 1 MG, 2 MG, 2.5 MG, 3 MG, 4 MG, 6 MG, 7.5 MG, 10 MG TABLET	90
WARFARIN SODIUM 5 MG TABLET*	90
AMITRIPTYLINE HCL 10 MG, 25 MG, 50 MG, 75 MG, 100 MG, 150 MG TABLET	90
BENZTROPINE MES 0.5 MG, 1 MG, 2 MG TABLET	90
BUSPIRONE HCL 10 MG TABLET*	180
BUSPIRONE HCL 5 MG, 15 MG TABLET	180
CARBAMAZEPINE 200 MG TABLET*	180
CHLORPROMAZINE 25 MG, 50 MG TABLET	180
CITALOPRAM HBR 10 MG, 20 MG, 40 MG TABLET	90
DOXEPIN 10 MG, 25 MG, 50 MG, 75 MG, 100 MG CAPSULE	90
FLUOXETINE HCL 10 MG TABLET*	90
FLUOXETINE HCL 10 MG, 20 MG, 40 MG CAPSULE	90
FLUPHENAZINE 1 MG, 5 MG TABLET	90
GABAPENTIN 100 MG CAPSULE	270
HALOPERIDOL 0.5 MG, 1 MG, 2 MG, 5 MG TABLET	90
HYDROXYZINE PAM 25 MG CAPSULE	180
IMIPRAMINE HCL 10 MG, 25 MG TABLET	180
LITHIUM CARBONATE 300 MG CAPSULE*	270
MIRTAZAPINE 15 MG TABLET	90
NORTRIPTYLINE HCL 10 MG, 25 MG, 75 MG CAPSULE	90
PAROXETINE HCL 10 MG, 20 MG TABLET*	90
PAROXETINE HCL 30 MG, 40 MG TABLET	90
PERPHEN-AMITRIP 2 MG-10 MG, 2 MG-25 MG, 4 MG-25 MG TABLET	180
SERTRALINE HCL 25 MG TABLET	90
THIORIDAZINE 10 MG, 25MG, 50 MG TABLET	90
THIOTHIXENE 2 MG CAPSULE	90
TRAZODONE 50 MG, 100 MG, 150 MG TABLET	90
TRIHEXYPHENIDYL 2 MG TABLET	180
ZONISAMIDE 25 MG CAPSULE	180
CHLORHEXIDINE 0.12% RINSE	1440 ML
CYTRA-2 ORAL SOLUTION	480 ML
CYTRA-K ORAL SOLUTION	480 ML
HYDROCORTISONE 20 MG TABLET	90
ISONIAZID 300 MG TABLET	90
MECLIZINE 12.5 MG TABLET	180
MEGESTROL 20 MG TABLET*	90
METHYLPREDNISOLONE 4 MG TABLET	90
OXYBUTYNIN 5 MG TABLET	180
PREDNISOLONE 5 MG TABLET	90
PREDNISONE 1 MG, 2.5 MG, 5 MG, 10 MG TABLET	90
PREDNISONE 5 MG, 10 MG TABLET-DOSEPAK*	63

CVS HSP Generic Drug List as of December 28, 2009	
Drug & Strength (\$9.99)	Quantity
BETAMETHASONE DP 0.05% CREAM	135 GM
BETAMETHASONE DP 0.05% OINTMENT	45 GM
BETAMETHASONE VA 0.1% CREAM	135 GM
BETAMETHASONE VA 0.1% LOTION	180 ML
BETAMETHASONE VA 0.1% OINTMENT	135 GM
CLINDAMYCIN PH 1% SOLUTION	90 ML
DESONIDE 0.05% CREAM	45 GM
FLUOCINOLONE 0.01% SOLUTION	180 ML
FLUOCINOLONE 0.025% CREAM	45 GM
FLUOCINOLONE 0.025% OINTMENT	45 GM
FLUOCINONIDE 0.05% CREAM	90 GM
HYDROCORTISONE 1%, 2.5% CREAM	90 GM
HYDROCORTISONE 2.5% OINTMENT	90 GM
SELENIUM 2.5% LOTION-SHAMPOO*	360 ML
TRIAMCINOLONE 0.025%, 0.1% CREAM	240 GM
TRIAMCINOLONE 0.5% GM CREAM	45 GM
TRIAMCINOLONE 0.1% OINTMENT	240 GM
TRIAMCINOLONE 0.5% OINTMENT	45 GM
LEVOTHYROXINE 25 MCG, 50 MCG, 75 MCG, 88 MCG, 100 MCG, 112 MCG, 125 MCG, 137 MCG, 150 MCG TABLET	90
LEVOTHYROXINE 175 MCG, 200 MCG TABLET*	90
ACYCLOVIR 200 MG CAPSULE	90
FOLIC ACID 1 MG TABLET	90
KLOR-CON 8 MEQ, 10 MEQ TABLET	90
KLOR-CON M10, M20 TABLET	90
MAG 64 TABLET SA*	180
MAGNESIUM OXIDE 400 MG TABLET	90
MULTIVITA BETS-FL-FE 1 MG TABLET	90
NATALCARE PIC TABLET (PRENATAL RX 1 TABLET)*	90
PHOSPHA 250 NEUTRAL TABLET	90
POLYVIT-IRON-FL 0.25 MG/ML DROPS	150 ML
POTASSIUM CHLORIDE 10% LIQUID S-F	1440 ML
POTASSIUM CHLORIDE 20% LIQUID S-F	960 ML
PRENATABS RX TABLET	90
PRENATAL PLUS TABLET	90
PRENATAL RX TABLET*	90
SOD FLUORIDE 0.5MG(1.1MG), 1MG(2.2MG)TABLET	90
SODIUM FLUORIDE DENTAL RINSE	480 ML
SODIUM FLUORIDE 0.5 MG/ML DROPS	150 ML
TRI-VIT-FLUOR-IRON 0.25 MG/ML DROPS	150 ML
ULTRA NATALCARE TABLET	90
VITACON FORTE CAPSULE	90
ESTRADIOL 0.5 MG, 1 MG, 2 MG TABLET	90
ESTROPIRATE 0.625(0.75 MG) TABLET	90
ESTROPIRATE 1.25(1.5 MG) TABLET*	90
MEDROXYPROGESTERONE 10 MG TABLET	30
MEDROXYPROGESTERONE 2.5 MG, 5 MG TABLET	90
WOMEN'S HEALTH (\$25.99)	
ALENDRONATE SODIUM 35 MG, 70 MG TABLET	12
TAMOXIFEN 10 MG TABLET	180
TAMOXIFEN 20 MG TABLET	90

CVS HSP Generic Drug List as of October 2010	
Drug & Strength (\$9.99)	Quantity
C-PHEN DROPS	90 ML
CYPROHEPTADINE 4 MG TABLET	180
FEXOFENADINE HCL 30 MG TABLET	90
HYDROXYZINE 10 MG/5 ML SYRUP	360 ML
LORATADINE 10 MG TABLET	90
ALLOPURINOL 100 MG, 300 MG TABLET	90
BACLOFEN 10 MG TABLET	90
CHLORZOXAZONE 500 MG TABLET	180
CYCLOBENZAPRINE 5 MG, 10 MG TABLET	90
DEXAMETHASONE 0.5 MG TABLET	90
DEXAMETHASONE 0.75 MG TABLET	36
DEXAMETHASONE 4 MG TABLET	18
DICLOFENAC SOD 50 MG, 75 MG TABLET EC	180
IBUPROFEN 100 MG/5 ML SUSPENSION	360 ML
IBUPROFEN 400 MG TABLET	270
IBUPROFEN 600 MG TABLET	180
IBUPROFEN 800 MG TABLET	90
INDOMETHACIN 25 MG CAPSULE	180
INDOMETHACIN 50 MG CAPSULE	90
KETOPROFEN 50 MG, 75 MG CAPSULE	90
LIDOCAINE 2% VISCOUS SOLUTION	300 ML
MELOXICAM 7.5 MG, 15 MG TABLET	90
METHOCARBAMOL 500 MG TABLET	180
NAPROXEN 250 MG TABLET	180
NAPROXEN 375 MG, 500 MG TABLET	180
NAPROXEN SODIUM 275 MG, 550 MG TABLET	90
PIROXICAM 10 MG, 20 MG CAPSULE	90
TIZANIDINE HCL 2 MG, 4 MG TABLET	180
TRAMADOL HCL 50 MG TABLET	180
ALBUTEROL 0.83 MG/ML Solutio	(75 VIALS) 225 ML
ALBUTEROL 5 MG/ML SOLUTION	60 ML
ALBUTEROL SULF 2 MG/5 ML SYRUP	360 ML
ALBUTEROL SULFATE 2 MG TABLET	270
ALBUTEROL SULFATE 4 MG TABLET	180
IPRATROPIUM 0.02% SOLUTION	(75 VIALS) 187.5 ML
THEOPHYLLINE 100 MG, 200 MG TABLET SA	180
LOVASTATIN 10 MG, 40 MG TABLET	90
LOVASTATIN 20 MG TABLET	90
PRAVASTATIN SODIUM 10 MG, 20 MG TABLET	90
PRAVASTATIN SODIUM 40 MG TABLET	90
CHLORPROPAMIDE 100 MG TABLET	90
GLIMEPIRIDE 1 MG, 2 MG, 4 MG TABLET	90
GLIPIZIDE 5 MG TABLET	90
GLIPIZIDE 10 MG TABLET	180
GLIPIZIDE ER 5 MG TABLET	90
GLYBURIDE 1.25 MG, 2.5 MG, 5 MG TABLET	90
GLYBURIDE MICRO 1.5 MG, 3 MG, 6 MG TABLET	90
GLYBURIDE-METFORMIN 5-500 MG TABLET	180
METFORMIN HCL 500 MG, 850 MG TABLET	180
METFORMIN HCL 1,000 MG TABLET	180
METFORMIN HCL ER 500 MG TABLET	180
FLUCONAZOLE 100 MG, 200 MG TABLET	12
NYSTATIN 100,000 UNITS/GM CREAM	90 GM
NYSTATIN 100,000 UNITS/GM OINTMENT	90 GM
TERBINAFINE HCL 250 MG TABLET	30
BELLADONNA-PHENOBARBITAL TABLET	180
CIMETIDINE 300 MG, 400 MG TABLET	90
CIMETIDINE 800 MG TABLET	90
DICYCLOMINE 10 MG CAPSULE	270

CVS HSP Generic Drug List as of October 2010	
Drug & Strength (\$9.99)	Quantity
DICYCLOMINE 20 MG TABLET	180
FAMOTIDINE 20 MG TABLET	180
FAMOTIDINE 40 MG TABLET	90
LACTULOSE 10 GM/15 ML SOLUTION	720 ML
METOCLOPRAMIDE 5 MG, 10 MG TABLET	180
METOCLOPRAMIDE 5 MG/5 ML SYRUP	180 ML
PROCHLORPERAZINE 5 MG, 10 MG TABLET	90
PROMETHAZINE 12.5 MG TABLET	36
PROMETHAZINE 25 MG TABLET	36
PROMETHAZINE 6.25 MG/5 ML SYRUP	540 ML
RANITIDINE 150 MG TABLET	180
RANITIDINE 300 MG TABLET	90
ATROPINE 1% EYE DROPS	15 ML
CYCLOPENTOLATE 1% EYE DROPS	45 ML
FLURBIPROFEN 0.03% EYE DROPS	8 ML
LEVOBUNOLOL 0.5% EYE DROPS	15 ML
PILOCARPINE 1%, 2% EYE DROPS	45 ML
POLYMYXIN B-TMP EYE DROPS	30 ML
TIMOLOL 0.25%, 0.5% EYE DROPS	15 ML
AMILORIDE HCL-HCTZ 5-50 MG TABLET	90
AMIODARONE HCL 200 MG TABLET	90
ATENOLOL 25 MG, 50 MG, 100 MG TABLET	90
ATENOLOL-CHLORTHALIDONE 50-25 MG, 100-25 MG TABLET	90
BENAZEPRIL HCL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
BENAZEPRIL-HCTZ 10-12.5 MG, 20-12.5 MG, 20-25 MG TABLET	90
BISOPROLOL-HCTZ 2.5-6.25 MG, 5-6.25 MG, 10-6.25 MG TABLET	90
BUMETANIDE 0.5 MG, 1 MG, 2 MG TABLET	90
CAPTAPRIL 12.5 MG, 25 MG, 50 MG, 100 MG TABLET	180
CARTIA XT 120 MG CAPSULE SA	90
CARVEDILOL 3.125 MG, 6.25 MG, 12.5 MG TABLET	180
CARVEDILOL 25 MG TABLET	180
CHLORTHALIDONE 25 MG, 50 MG TABLET	90
CLONIDINE HCL 0.1 MG, 0.2 MG, 0.3 MG TABLET	90
DIGOXIN 125 MCG, 250 MCG TABLET	90
DILTIAZEM 30 MG, 60 MG TABLET	180
DILTIAZEM 90 MG TABLET	180
DILTIAZEM 120 MG TABLET	90
DOXAZOSIN MESYLATE 1 MG, 2 MG, 4 MG, 8 MG TABLET	90
ENALAPRIL MALEATE 2.5 MG, 5 MG, 10 MG, 20 MG TABLET	90
ENALAPRIL-HCTZ 5-12.5 MG, 10-25 MG TABLET	90
FOSINOPRIL SODIUM 10 MG, 20 MG, 40 MG TABLET	90
FUROSEMIDE 20 MG, 40 MG, 80 MG TABLET	90
GUANFACINE 1 MG, 2 MG TABLET	90
HYDRALAZINE 10 MG, 25 MG TABLET	90
HYDROCHLOROTHIAZIDE 12.5 MG CAPSULE	90
HYDROCHLOROTHIAZIDE 25 MG, 50 MG TABLET	90
INDAPAMIDE 1.25 MG, 2.5 MG TABLET	90
SOSORBIDE DN 5 MG, 10 MG, 20 MG TABLET	270
ISOSORBIDE MN 20 MG TABLET	90
ISOSORBIDE MN 30 MG, 120 MG TABLET SA	90
ISOSORBIDE MN 60 MG TABLET ER	90
LABETALOL HCL 100 MG TABLET	180
LISINAPRIL 2.5 MG, 5MG, 10 MG, 20 MG, 30 MG, 40 MG TABLET	90
LISINAPRIL-HCTZ 10-12.5 MG TABLET	90
LISINAPRIL-HCTZ 20-12.5 MG, 20-25 MG TABLET	90
METHYLDOPA 250 MG TABLET	180
METHYLDOPA 500 MG TABLET	90
METOLAZONE 2.5 MG, 5 MG TABLET	90
METOPROLOL TARTRATE 25 MG, 50 MG TABLET	180

CVS HSP Generic Drug List as of October 2010	
Drug & Strength (\$9.99)	Quantity
METOPROLOL TARTRATE 100 MG TABLET	180
NADOLOL 20 MG, 40 MG TABLET	90
PINDOLOL 5 MG, 10 MG TABLET	90
PRazosin 1 MG, 2 MG, 5 MG CAPSULE	90
PROPRANOLOL 10 MG, 20 MG, 40 MG, 80 MG TABLET	180
PROPRANOLOL-HCTZ 40-25 MG, 80-25 MG TABLET	180
QUINAPRIL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
SOTALOL 80 MG TABLET	90
SPIRONOLACTONE 25 MG TABLET	90
TERAZOSIN 1 MG, 2 MG, 5 MG, 10 MG CAPSULE	90
TORSEMIDE 10 MG, 20 MG TABLET	90
TRIAMTERENE-HCTZ 37.5-25 MG CAPSULE	90
TRIAMTERENE-HCTZ 37.5-25 MG, 75-50 TABLET	90
VERAPAMIL 80 MG, 120 MG TABLET	90
VERAPAMIL 180 MG, 240 MG TABLET SA	90
WARFARIN SODIUM 1 MG, 2 MG, 2.5 MG, 3 MG, 4 MG, 6 MG, 7.5 MG, 10 MG TABLET	90
WARFARIN SODIUM 5 MG TABLET	90
AMITRIPTYLINE HCL 10 MG, 25 MG, 50 MG, 75 MG, 100 MG, 150 MG TABLET	90
BENZTROPINE MES 0.5 MG, 1 MG, 2 MG TABLET	90
BUSPIRONE HCL 10 MG TABLET	180
BUSPIRONE HCL 5 MG, 15 MG TABLET	180
CARBAMAZEPINE 200 MG TABLET	180
CHLORPROMAZINE 25 MG, 50 MG TABLET	180
CITALOPRAM HBR 10 MG, 20 MG, 40 MG TABLET	90
DOXEPIN 10 MG, 25 MG, 50 MG, 75 MG, 100 MG CAPSULE	90
FLUOXETINE HCL 10 MG TABLET	90
FLUOXETINE HCL 10 MG, 20 MG, 40 MG CAPSULE	90
FLUPHENAZINE 1 MG, 5 MG TABLET	90
GABAPENTIN 100 MG CAPSULE	270
HALOPERIDOL 0.5 MG, 1 MG, 2 MG, 5 MG TABLET	90
HYDROXYZINE PAM 25 MG CAPSULE	180
IMIPRAMINE HCL 10 MG, 25 MG TABLET	180
LITHIUM CARBONATE 300 MG CAPSULE	270
MIRTAZAPINE 15 MG TABLET	90
NORTRIPTYLINE HCL 10 MG, 25 MG, 75 MG CAPSULE	90
PAROXETINE HCL 10 MG, 20 MG TABLET	90
PAROXETINE HCL 30 MG, 40 MG TABLET	90
PERPHEN-AMITRIP 2 MG-10 MG, 2 MG-25 MG, 4 MG-25 MG TABLET	180
SERTRALINE HCL 25 MG TABLET	90
THIORIDAZINE 10 MG, 25MG, 50 MG TABLET	90
THIOTHIXENE 2 MG CAPSULE	90
TRAZODONE 50 MG, 100 MG, 150 MG TABLET	90
TRIHENXYPHENIDYL 2 MG TABLET	180
ZONISAMIDE 25 MG CAPSULE	180
CHLORHEXIDINE 0.12% RINSE	1440 ML
CYTRA-2 ORAL SOLUTION	480 ML
CYTRA-K ORAL SOLUTION	480 ML
HYDROCORTISONE 20 MG TABLET	90
ISONIAZID 300 MG TABLET	90
MECLIZINE 12.5 MG TABLET	180
MEGESTROL 20 MG TABLET	90
METHYLPREDNISOLONE 4 MG TABLET	90
OXYBUTYNIN 5 MG TABLET	180
PREDNISOLONE 5 MG TABLET	90
PREDNISONE 1 MG, 2.5 MG, 5 MG, 10 MG TABLET	90
PREDNISONE 5 MG, 10 MG TABLET-DOSEPAK	63
BETAMETHASONE DP 0.05% CREAM	35 GM
BETAMETHASONE DP 0.05% OINTMENT	45 GM
BETAMETHASONE VA 0.1% CREAM	135 GM

CVS HSP Generic Drug List as of October 2010	
Drug & Strength (\$9.99)	Quantity
BETAMETHASONE VA 0.1% LOTION	180 ML
BETAMETHASONE VA 0.1% OINTMENT	135 GM
CLINDAMYCIN PH 1% SOLUTION	90 ML
DESONIDE 0.05% CREAM	45 GM
FLUOCINOLONE 0.01% SOLUTION	180 ML
FLUOCINOLONE 0.025% CREAM	45 GM
FLUOCINOLONE 0.025% OINTMENT	45 GM
FLUOCINONIDE 0.05% CREAM	90 GM
HYDROCORTISONE 1%, 2.5% CREAM	90 GM
HYDROCORTISONE 2.5% OINTMENT	90 GM
SELENIUM 2.5% LOTION-SHAMPOO	360 ML
TRIAMCINOLONE 0.025%, 0.1% CREAM	240 GM
TRIAMCINOLONE 0.5% GM CREAM	45 GM
TRIAMCINOLONE 0.1% OINTMENT	240 GM
TRIAMCINOLONE 0.5% OINTMENT	45 GM
LEVOTHYROXINE 25 MCG, 50 MCG, 75 MCG, 88 MCG, 100 MCG, 112 MCG, 125 MCG, 137 MCG, 150 MCG TABLET	90
LEVOTHYROXINE 175 MCG, 200 MCG TABLET	90
ACYCLOVIR 200 MG CAPSULE	90
FOLIC ACID 1 MG TABLET	90
KLOR-CON 8 MEQ, 10 MEQ TABLET	90
KLOR-CON M10, M20 TABLET	90
MAG 64 TABLET SA	180
MAGNESIUM OXIDE 400 MG TABLET	90
MULTIVITA BETS-FL-FE 1 MG TABLET	90
NATALCARE PIC TABLET (PRENATAL RX 1 TABLET)	90
PHOSPHA 250 NEUTRAL TABLET	90
POLYVIT-IRON-FL 0.25 MG/ML DROPS	150 ML
POTASSIUM CHLORIDE 10% LIQUID S-F	1440 ML
POTASSIUM CHLORIDE 20% LIQUID S-F	960 ML
PRENATABS RX TABLET	90
PRENATAL PLUS TABLET	90
PRENATAL RX TABLET	90
SOD FLUORIDE 0.5MG(1.1MG), 1MG(2.2MG)TABLET	90
SODIUM FLUORIDE DENTAL RINSE	480 ML
SODIUM FLUORIDE 0.5 MG/ML DROPS	150 ML
TRI-VIT-FLUOR-IRON 0.25 MG/ML DROPS	150 ML
ULTRA NATALCARE TABLET	90
VITACON FORTE CAPSULE	90
ESTRADIOL 0.5 MG, 1 MG, 2 MG TABLET	90
ESTROPIRATE 0.625(0.75 MG) TABLET	90
ESTROPIRATE 1.25(1.5 MG) TABLET	90
MEDROXYPROGESTERONE 10 MG TABLET	30
MEDROXYPROGESTERONE 2.5 MG, 5 MG TABLET	90
WOMEN'S HEALTH (\$23.99)	
ALENDRONATE SODIUM 35 MG, 70 MG TABLET	12
TAMOXIFEN 10 MG TABLET	180
TAMOXIFEN 20 MG TABLET	90
FLU IMMUNIZATION (\$26.95)	
AFLURIA	Annual
FLULAVAL	Annual
FLUZONE	Annual
FLUVIRIN	Annual
FLUARIX	Annual

CVS HSP Generic Drug List as of January 2011	
Drug & Strength (\$11.99)	Quantity
C-PHEN DROPS	90 ML
CYPROHEPTADINE 4 MG TABLET	180
FEXOFENADINE HCL 30 MG TABLET	90
HYDROXYZINE 10 MG/5 ML SYRUP	360 ML
LORATADINE 10 MG TABLET	90
ALLOPURINOL 100 MG, 300 MG TABLET	90
BACLOFEN 10 MG TABLET	90
CHLORZOXAZONE 500 MG TABLET	180
CYCLOBENZAPRINE 5 MG, 10 MG TABLET	90
DEXAMETHASONE 0.5 MG TABLET	90
DEXAMETHASONE 0.75 MG TABLET	36
DEXAMETHASONE 4 MG TABLET	18
DICLOFENAC SOD 50 MG, 75 MG TABLET EC	180
IBUPROFEN 100 MG/5 ML SUSPENSION	360 ML
IBUPROFEN 400 MG TABLET	270
IBUPROFEN 600 MG TABLET	180
IBUPROFEN 800 MG TABLET	90
INDOMETHACIN 25 MG CAPSULE	180
INDOMETHACIN 50 MG CAPSULE	90
KETOPROFEN 50 MG, 75 MG CAPSULE	90
LIDOCAINE 2% VISCOUS SOLUTION	300 ML
MELOXICAM 7.5 MG, 15 MG TABLET	90
METHOCARBAMOL 500 MG TABLET	180
NAPROXEN 250 MG TABLET	180
NAPROXEN 375 MG, 500 MG TABLET	180
NAPROXEN SODIUM 275 MG, 550 MG TABLET	90
PIROXICAM 10 MG, 20 MG CAPSULE	90
TIZANIDINE HCL 2 MG, 4 MG TABLET	180
TRAMADOL HCL 50 MG TABLET	180
ALBUTEROL 0.83 MG/ML SOLUTIO	(75 VIALS) 225 ML
ALBUTEROL 5 MG/ML SOLUTION	60 ML
ALBUTEROL SULF 2 MG/5 ML SYRUP	360 ML
ALBUTEROL SULFATE 2 MG TABLET	270
ALBUTEROL SULFATE 4 MG TABLET	180
IPRATROPIUM 0.02% SOLUTION	(75 VIALS) 187.5 ML
THEOPHYLLINE 100 MG, 200 MG TABLET SA	180
LOVASTATIN 10 MG, 40 MG TABLET	90
LOVASTATIN 20 MG TABLET	90
PRAVASTATIN SODIUM 10 MG, 20 MG TABLET	90
PRAVASTATIN SODIUM 40 MG TABLET	90
CHLORPROPAMIDE 100 MG TABLET	90
GLIMEPIRIDE 1 MG, 2 MG, 4 MG TABLET	90
GLIPIZIDE 5 MG TABLET	90
GLIPIZIDE 10 MG TABLET	180
GLIPIZIDE ER 5 MG TABLET	90
GLYBURIDE 1.25 MG, 2.5 MG, 5 MG TABLET	90
GLYBURIDE MICRO 1.5 MG, 3 MG, 6 MG TABLET	90
GLYBURIDE-METFORMIN 5-500 MG TABLET	180
METFORMIN HCL 500 MG, 850 MG TABLET	180
METFORMIN HCL 1,000 MG TABLET	180
METFORMIN HCL ER 500 MG TABLET	180
TRUE TEST STRIPS (\$29.99)	50 CT
FLUCONAZOLE 100 MG, 200 MG TABLET	12
NYSTATIN 100,000 UNITS/GM CREAM	90 GM
NYSTATIN 100,000 UNITS/GM OINTMENT	90 GM
TERBINAFFINE HCL 250 MG TABLET	30
BELLADONNA-PHENOBARBITAL TABLET	180
CIMETIDINE 300 MG, 400 MG TABLET	90
CIMETIDINE 800 MG TABLET	90

CVS HSP Generic Drug List as of January 2011	
Drug & Strength (\$11.99)	Quantity
DICYCLOMINE 10 MG CAPSULE	270
DICYCLOMINE 20 MG TABLET	180
FAMOTIDINE 20 MG TABLET	180
FAMOTIDINE 40 MG TABLET	90
LACTULOSE 10 GM/15 ML SOLUTION	720 ML
METOCLOPRAMIDE 5 MG, 10 MG TABLET	180
METOCLOPRAMIDE 5 MG/5 ML SYRUP	180 ML
PROCHLORPERAZINE 5 MG, 10 MG TABLET	90
PROMETHAZINE 12.5 MG TABLET	36
PROMETHAZINE 25 MG TABLET	36
PROMETHAZINE 6.25 MG/5 ML SYRUP	540 ML
RANITIDINE 150 MG TABLET	180
RANITIDINE 300 MG TABLET	90
ATROPINE 1% EYE DROPS	15 ML
CYCLOPENTOLATE 1% EYE DROPS	45 ML
FLURBIPROFEN 0.03% EYE DROPS	8 ML
LEVOBUNOLOL 0.5% EYE DROPS	15 ML
PILOCARPINE 1%, 2% EYE DROPS	45 ML
POLYMYXIN B-TMP EYE DROPS	30 ML
TIMOLOL 0.25%, 0.5% EYE DROPS	15 ML
AMILORIDE HCL-HCTZ 5-50 MG TABLET	90
AMIODARONE HCL 200 MG TABLET	90
ATENOLOL 25 MG, 50 MG, 100 MG TABLET	90
ATENOLOL-CHLORTHALIDONE 50-25 MG, 100-25 MG TABLET	90
BENAZEPRIL HCL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
BENAZEPRIL-HCTZ 10-12.5 MG, 20-12.5 MG, 20-25 MG TABLET	90
BISOPROLOL-HCTZ 2.5-6.25 MG, 5-6.25 MG, 10-6.25 MG TABLET	90
BUMETANIDE 0.5 MG, 1 MG, 2 MG TABLET	90
CAPTAPRIL 12.5 MG, 25 MG, 50 MG, 100 MG TABLET	180
CARTIA XT 120 MG CAPSULE SA	90
CARVEDILOL 3.125 MG, 6.25 MG, 12.5 MG TABLET	180
CARVEDILOL 25 MG TABLET	180
CHLORTHALIDONE 25 MG, 50 MG TABLET	90
CLONIDINE HCL 0.1 MG, 0.2 MG, 0.3 MG TABLET	90
DIGOXIN 125 MCG, 250 MCG TABLET	90
DILTIAZEM 30 MG, 60 MG TABLET	180
DILTIAZEM 90 MG TABLET	180
DILTIAZEM 120 MG TABLET	90
DOXAZOSIN MESYLATE 1 MG, 2 MG, 4 MG, 8 MG TABLET	90
ENALAPRIL MALEATE 2.5 MG, 5 MG, 10 MG, 20 MG TABLET	90
ENALAPRIL-HCTZ 5-12.5 MG, 10-25 MG TABLET	90
FOSINOPRIL SODIUM 10 MG, 20 MG, 40 MG TABLET	90
FUROSEMIDE 20 MG, 40 MG, 80 MG TABLET	90
GUANFACINE 1 MG, 2 MG TABLET	90
HYDRALAZINE 10 MG, 25 MG TABLET	90
HYDROCHLOROTHIAZIDE 12.5 MG CAPSULE	90
HYDROCHLOROTHIAZIDE 25 MG, 50 MG TABLET	90
INDAPAMIDE 1.25 MG, 2.5 MG TABLET	90
SOSORBIDE DN 5 MG, 10 MG, 20 MG TABLET	270
ISOSORBIDE MN 20 MG TABLET	90
ISOSORBIDE MN 30 MG, 120 MG TABLET SA	90
ISOSORBIDE MN 60 MG TABLET ER	90
LABETALOL HCL 100 MG TABLET	180
LISINOPRIL 2.5 MG, 5MG, 10 MG, 20 MG, 30 MG, 40 MG TABLET	90
LISINOPRIL-HCTZ 10-12.5 MG TABLET	90
LISINOPRIL-HCTZ 20-12.5 MG, 20-25 MG TABLET	90
METHYLDOPA 250 MG TABLET	180
METHYLDOPA 500 MG TABLET	90
METOLAZONE 2.5 MG, 5 MG TABLET	90

CVS HSP Generic Drug List as of January 2011	
Drug & Strength (\$11.99)	Quantity
METOPROLOL TARTRATE 25 MG, 50 MG TABLET	180
METOPROLOL TARTRATE 100 MG TABLET	180
NADOLOL 20 MG, 40 MG TABLET	90
PINDOLOL 5 MG, 10 MG TABLET	90
PRazosin 1 MG, 2 MG, 5 MG CAPSULE	90
PROPRANOLOL 10 MG, 20 MG, 40 MG, 80 MG TABLET	180
PROPRANOLOL-HCTZ 40-25 MG, 80-25 MG TABLET	180
QUINAPRIL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
SOTALOL 80 MG TABLET	90
SPIRONOLACTONE 25 MG TABLET	90
TERAZOSIN 1 MG, 2 MG, 5 MG, 10 MG CAPSULE	90
TORSEMIDE 10 MG, 20 MG TABLET	90
TRIAMTERENE-HCTZ 37.5-25 MG CAPSULE	90
TRIAMTERENE-HCTZ 37.5-25 MG, 75-50 TABLET	90
VERAPAMIL 80 MG, 120 MG TABLET	90
VERAPAMIL 180 MG, 240 MG TABLET SA	90
WARFARIN SODIUM 1 MG, 2 MG, 2.5 MG, 3 MG, 4 MG, 6 MG, 7.5 MG, 10 MG TABLET	90
WARFARIN SODIUM 5 MG TABLET	90
AMITRIPTYLINE HCL 10 MG, 25 MG, 50 MG, 75 MG, 100 MG, 150 MG TABLET	90
BENZTROPINE MES 0.5 MG, 1 MG, 2 MG TABLET	90
BUSPIRONE HCL 10 MG TABLET	180
BUSPIRONE HCL 5 MG, 15 MG TABLET	180
CARBAMAZEPINE 200 MG TABLET	180
CHLORPROMAZINE 25 MG, 50 MG TABLET	180
CITALOPRAM HBR 10 MG, 20 MG, 40 MG TABLET	90
DOXEPIN 10 MG, 25 MG, 50 MG, 75 MG, 100 MG CAPSULE	90
FLUOXETINE HCL 10 MG TABLET	90
FLUOXETINE HCL 10 MG, 20 MG, 40 MG CAPSULE	90
FLUPHENAZINE 1 MG, 5 MG TABLET	90
GABAPENTIN 100 MG CAPSULE	270
HALOPERIDOL 0.5 MG, 1 MG, 2 MG, 5 MG TABLET	90
HYDROXYZINE PAM 25 MG CAPSULE	180
IMIPRAMINE HCL 10 MG, 25 MG TABLET	180
LITHIUM CARBONATE 300 MG CAPSULE	270
MIRTAZAPINE 15 MG TABLET	90
NORTRIPTYLINE HCL 10 MG, 25 MG, 75 MG CAPSULE	90
PAROXETINE HCL 10 MG, 20 MG TABLET	90
PAROXETINE HCL 30 MG, 40 MG TABLET	90
PERPHEN-AMITRIP 2 MG-10 MG, 2 MG-25 MG, 4 MG-25 MG TABLET	180
SERTRALINE HCL 25 MG TABLET	90
THIORIDAZINE 10 MG, 25MG, 50 MG TABLET	90
THIOTHIXENE 2 MG CAPSULE	90
TRAZODONE 50 MG, 100 MG, 150 MG TABLET	90
TRIHEXYPHENIDYL 2 MG TABLET	180
ZONISAMIDE 25 MG CAPSULE	180
CHLORHEXIDINE 0.12% RINSE	1440 ML
CYTRA-2 ORAL SOLUTION	480 ML
CYTRA-K ORAL SOLUTION	480 ML
HYDROCORTISONE 20 MG TABLET	90
ISONIAZID 300 MG TABLET	90
MECLIZINE 12.5 MG TABLET	180
MEGESTROL 20 MG TABLET	90
METHYLPREDNISOLONE 4 MG TABLET	90
OXYBUTYNIN 5 MG TABLET	180
PREDNISOLONE 5 MG TABLET	90
PREDNISONE 1 MG, 2.5 MG, 5 MG, 10 MG TABLET	90
PREDNISONE 5 MG, 10 MG TABLET-DOSEPAK	63
BETAMETHASONE DP 0.05% CREAM	35 GM
BETAMETHASONE DP 0.05% OINTMENT	45 GM

CVS HSP Generic Drug List as of January 2011	
Drug & Strength (\$11.99)	Quantity
BETAMETHASONE VA 0.1% CREAM	135 GM
BETAMETHASONE VA 0.1% LOTION	180 ML
BETAMETHASONE VA 0.1% OINTMENT	135 GM
CLINDAMYCIN PH 1% SOLUTION	90 ML
DESONIDE 0.05% CREAM	45 GM
FLUOCINOLONE 0.01% SOLUTION	180 ML
FLUOCINOLONE 0.025% CREAM	45 GM
FLUOCINOLONE 0.025% OINTMENT	45 GM
FLUOCINONIDE 0.05% CREAM	90 GM
HYDROCORTISONE 1%, 2.5% CREAM	90 GM
HYDROCORTISONE 2.5% OINTMENT	90 GM
SELENIUM 2.5% LOTION-SHAMPOO	360 ML
TRIAMCINOLONE 0.025%, 0.1% CREAM	240 GM
TRIAMCINOLONE 0.5% GM CREAM	45 GM
TRIAMCINOLONE 0.1% OINTMENT	240 GM
TRIAMCINOLONE 0.5% OINTMENT	45 GM
LEVOTHYROXINE 25 MCG, 50 MCG, 75 MCG, 88 MCG, 100 MCG, 112 MCG, 125 MCG, 137 MCG, 150 MCG TABLET	90
LEVOTHYROXINE 175 MCG, 200 MCG TABLET	90
ACYCLOVIR 200 MG CAPSULE	90
FOLIC ACID 1 MG TABLET	90
KLOR-CON 8 MEQ, 10 MEQ TABLET	90
KLOR-CON M10, M20 TABLET	90
MAG 64 TABLET SA	180
MAGNESIUM OXIDE 400 MG TABLET	90
MULTIVITA BETS-FL-FE 1 MG TABLET	90
NATLACARE PIC TABLET (PRENATAL RX 1 TABLET)	90
PHOSPHA 250 NEUTRAL TABLET	90
POLYVIT-IRON-FL 0.25 MG/ML DROPS	150 ML
POTASSIUM CHLORIDE 10% LIQUID S-F	1440 ML
POTASSIUM CHLORIDE 20% LIQUID S-F	960 ML
PRENATABS RX TABLET	90
PRENATAL PLUS TABLET	90
PRENATAL RX TABLET	90
SOD FLUORIDE 0.5MG(1.1MG), 1MG(2.2MG)TABLET	90
SODIUM FLUORIDE DENTAL RINSE	480 ML
SODIUM FLUORIDE 0.5 MG/ML DROPS	150 ML
TRI-VIT-FLUOR-IRON 0.25 MG/ML DROPS	150 ML
ULTRA NATLACARE TABLET	90
VITACON FORTE CAPSULE	90
ESTRADIOL 0.5 MG, 1 MG, 2 MG TABLET	90
ESTROPIRATE 0.625(0.75 MG) TABLET	90
ESTROPIRATE 1.25(1.5 MG) TABLET	90
MEDROXYPROGESTERONE 10 MG TABLET	30
MEDROXYPROGESTERONE 2.5 MG, 5 MG TABLET	90
WOMEN'S HEALTH (\$25.99)	
ALENDRONATE SODIUM 35 MG, 70 MG TABLET	12
TAMOXIFEN 10 MG TABLET	180
TAMOXIFEN 20 MG TABLET	90
FLU IMMUNIZATION (\$26.95)	
AFLURIA	Annual
FLULAVAL	Annual
FLUZONE	Annual
FLUVIRIN	Annual
FLUARIX	Annual

CVS HSP Generic Drug List as of August 2011	
Drug & Strength (\$11.99)	Quantity
C-PHEN DROPS	90 ML
CYPROHEPTADINE 4 MG TABLET	180
FEXOFENADINE HCL 30 MG TABLET	90
HYDROXYZINE 10 MG/5 ML SYRUP	360 ML
LORATADINE 10 MG TABLET	90
ALLOPURINOL 100 MG, 300 MG TABLET	90
BACLOFEN 10 MG TABLET	90
CHLORZOXAZONE 500 MG TABLET	180
CYCLOBENZAPRINE 5 MG, 10 MG TABLET	90
DEXAMETHASONE 0.5 MG TABLET	90
DEXAMETHASONE 0.75 MG TABLET	36
DEXAMETHASONE 4 MG TABLET	18
DICLOFENAC SOD 50 MG, 75 MG TABLET EC	180
IBUPROFEN 100 MG/5 ML SUSPENSION	360 ML
IBUPROFEN 400 MG TABLET	270
IBUPROFEN 600 MG TABLET	180
IBUPROFEN 800 MG TABLET	90
INDOMETHACIN 25 MG CAPSULE	180
INDOMETHACIN 50 MG CAPSULE	90
KETOPROFEN 50 MG, 75 MG CAPSULE	90
LIDOCAINE 2% VISCOUS SOLUTION	300 ML
MELOXICAM 7.5 MG, 15 MG TABLET	90
METHOCARBAMOL 500 MG TABLET	180
NAPROXEN 250 MG TABLET	180
NAPROXEN 375 MG, 500 MG TABLET	180
NAPROXEN SODIUM 275 MG, 550 MG TABLET	90
PIROXICAM 10 MG, 20 MG CAPSULE	90
TIZANIDINE HCL 2 MG, 4 MG TABLET	180
TRAMADOL HCL 50 MG TABLET	180
ALBUTEROL 0.83 MG/ML SOLUTIO	(75 VIALS) 225 ML
ALBUTEROL 5 MG/ML SOLUTION	60 ML
ALBUTEROL SULF 2 MG/5 ML SYRUP	360 ML
ALBUTEROL SULFATE 2 MG TABLET	270
ALBUTEROL SULFATE 4 MG TABLET	180
IPRATROPIUM 0.02% SOLUTION	(75 VIALS) 187.5 ML
THEOPHYLLINE 100 MG, 200 MG TABLET SA	180
LOVASTATIN 10 MG, 40 MG TABLET	90
LOVASTATIN 20 MG TABLET	90
PRAVASTATIN SODIUM 10 MG, 20 MG TABLET	90
PRAVASTATIN SODIUM 40 MG TABLET	90
CHLORPROPAMIDE 100 MG TABLET	90
GLIMEPIRIDE 1 MG, 2 MG, 4 MG TABLET	90
GLIPIZIDE 5 MG TABLET	90
GLIPIZIDE 10 MG TABLET	180
GLIPIZIDE ER 5 MG TABLET	90
GLYBURIDE 1.25 MG, 2.5 MG, 5 MG TABLET	90
GLYBURIDE MICRO 1.5 MG, 3 MG, 6 MG TABLET	90
GLYBURIDE-METFORMIN 5-500 MG TABLET	180
METFORMIN HCL 500 MG, 850 MG TABLET	180
METFORMIN HCL 1,000 MG TABLET	180
METFORMIN HCL ER 500 MG TABLET	180
TRUE TEST STRIPS (\$29.99)	50 CT
FLUCONAZOLE 100 MG, 200 MG TABLET	12
NYSTATIN 100,000 UNITS/GM CREAM	90 GM
NYSTATIN 100,000 UNITS/GM OINTMENT	90 GM
TERBINAFINA HCL 250 MG TABLET	30
BELLADONNA-PHENOBARBITAL TABLET	180
CIMETIDINE 300 MG, 400 MG TABLET	90
CIMETIDINE 800 MG TABLET	90
DICYCLOMINE 10 MG CAPSULE	270

CVS HSP Generic Drug List as of August 2011	
Drug & Strength (\$11.99)	Quantity
DICYCLOMINE 20 MG TABLET	180
FAMOTIDINE 20 MG TABLET	180
FAMOTIDINE 40 MG TABLET	90
LACTULOSE 10 GM/15 ML SOLUTION	720 ML
METOCLOPRAMIDE 5 MG, 10 MG TABLET	180
METOCLOPRAMIDE 5 MG/5 ML SYRUP	180 ML
PROCHLORPERAZINE 5 MG, 10 MG TABLET	90
PROMETHAZINE 12.5 MG TABLET	36
PROMETHAZINE 25 MG TABLET	36
PROMETHAZINE 6.25 MG/5 ML SYRUP	540 ML
RANITIDINE 150 MG TABLET	180
RANITIDINE 300 MG TABLET	90
ATROPINE 1% EYE DROPS	15 ML
CYCLOPENTOLATE 1% EYE DROPS	45 ML
FLURBIPROFEN 0.03% EYE DROPS	8 ML
LEVOBUNOLOL 0.5% EYE DROPS	15 ML
PILOCARPINE 1%, 2% EYE DROPS	45 ML
POLYMYXIN B-TMP EYE DROPS	30 ML
TIMOLOL 0.25%, 0.5% EYE DROPS	15 ML
AMILORIDE HCL-HCTZ 5-50 MG TABLET	90
AMIODARONE HCL 200 MG TABLET	90
ATENOLOL 25 MG, 50 MG, 100 MG TABLET	90
ATENOLOL-CHLORTHALIDONE 50-25 MG, 100-25 MG TABLET	90
BENAZEPRIL HCL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
BENAZEPRIL-HCTZ 10-12.5 MG, 20-12.5 MG, 20-25 MG TABLET	90
BISOPROLOL-HCTZ 2.5-6.25 MG, 5-6.25 MG, 10-6.25 MG TABLET	90
BUMETANIDE 0.5 MG, 1 MG, 2 MG TABLET	90
CAPTOPRIL 12.5 MG, 25 MG, 50 MG, 100 MG TABLET	180
CARTIA XT 120 MG CAPSULE SA	90
CARVEDILOL 3.125 MG, 6.25 MG, 12.5 MG TABLET	180
CARVEDILOL 25 MG TABLET	180
CHLORTHALIDONE 25 MG, 50 MG TABLET	90
CLONIDINE HCL 0.1 MG, 0.2 MG, 0.3 MG TABLET	90
DIGOXIN 125 MCG, 250 MCG TABLET	90
DILTIAZEM 30 MG, 60 MG TABLET	180
DILTIAZEM 90 MG TABLET	180
DILTIAZEM 120 MG TABLET	90
DOXAZOSIN MESYLATE 1 MG, 2 MG, 4 MG, 8 MG TABLET	90
ENALAPRIL MALEATE 2.5 MG, 5 MG, 10 MG, 20 MG TABLET	90
ENALAPRIL-HCTZ 5-12.5 MG, 10-25 MG TABLET	90
FOSINOPRIL SODIUM 10 MG, 20 MG, 40 MG TABLET	90
FUROSEMIDE 20 MG, 40 MG, 80 MG TABLET	90
GUANFACINE 1 MG, 2 MG TABLET	90
HYDRALAZINE 10 MG, 25 MG TABLET	90
HYDROCHLOROTHIAZIDE 12.5 MG CAPSULE	90
HYDROCHLOROTHIAZIDE 25 MG, 50 MG TABLET	90
INDAPAMIDE 1.25 MG, 2.5 MG TABLET	90
SOSORBIDE DN 5 MG, 10 MG, 20 MG TABLET	270
ISOSORBIDE MN 20 MG TABLET	90
ISOSORBIDE MN 30 MG, 120 MG TABLET SA	90
ISOSORBIDE MN 60 MG TABLET ER	90
LABETALOL HCL 100 MG TABLET	180
LISINOPRIL 2.5 MG, 5MG, 10 MG, 20 MG, 30 MG, 40 MG TABLET	90
LISINOPRIL-HCTZ 10-12.5 MG TABLET	90
LISINOPRIL-HCTZ 20-12.5 MG, 20-25 MG TABLET	90
METHYLDOPA 250 MG TABLET	180
METHYLDOPA 500 MG TABLET	90
METOLAZONE 2.5 MG, 5 MG TABLET	90
METOPROLOL TARTRATE 25 MG, 50 MG TABLET	180
METOPROLOL TARTRATE 100 MG TABLET	180

CVS HSP Generic Drug List as of August 2011	
Drug & Strength (\$11.99)	Quantity
NADOLOL 20 MG, 40 MG TABLET	90
PINDOLOL 5 MG, 10 MG TABLET	90
PRazosin 1 MG, 2 MG, 5 MG CAPSULE	90
PROPRANOLOL 10 MG, 20 MG, 40 MG, 80 MG TABLET	180
PROPRANOLOL-HCTZ 40-25 MG, 80-25 MG TABLET	180
QUINAPRIL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
SOTALOL 80 MG TABLET	90
SPIRONOLACTONE 25 MG TABLET	90
TERAZOSIN 1 MG, 2 MG, 5 MG, 10 MG CAPSULE	90
TORSEMIDE 10 MG, 20 MG TABLET	90
TRIAMTERENE-HCTZ 37.5-25 MG CAPSULE	90
TRIAMTERENE-HCTZ 37.5-25 MG, 75-50 TABLET	90
VERAPAMIL 80 MG, 120 MG TABLET	90
VERAPAMIL 180 MG, 240 MG TABLET SA	90
WARFARIN SODIUM 1 MG, 2 MG, 2.5 MG, 3 MG, 4 MG, 6 MG, 7.5 MG, 10 MG TABLET	90
WARFARIN SODIUM 5 MG TABLET	90
AMITRIPTYLINE HCL 10 MG, 25 MG, 50 MG, 75 MG, 100 MG, 150 MG TABLET	90
BENZTROPINE MES 0.5 MG, 1 MG, 2 MG TABLET	90
BUSPIRONE HCL 10 MG TABLET	180
BUSPIRONE HCL 5 MG, 15 MG TABLET	180
CARBAMAZEPINE 200 MG TABLET	180
CHLORPROMAZINE 25 MG, 50 MG TABLET	180
CITALOPRAM HBR 10 MG, 20 MG, 40 MG TABLET	90
DOXEPIN 10 MG, 25 MG, 50 MG, 75 MG, 100 MG CAPSULE	90
FLUOXETINE HCL 10 MG TABLET	90
FLUOXETINE HCL 10 MG, 20 MG, 40 MG CAPSULE	90
FLUPHENAZINE 1 MG, 5 MG TABLET	90
GABAPENTIN 100 MG CAPSULE	270
HALOPERIDOL 0.5 MG, 1 MG, 2 MG, 5 MG TABLET	90
HYDROXYZINE PAM 25 MG CAPSULE	180
IMIPRAMINE HCL 10 MG, 25 MG TABLET	180
LITHIUM CARBONATE 300 MG CAPSULE	270
MIRTAZAPINE 15 MG TABLET	90
NORTRIPTYLINE HCL 10 MG, 25 MG, 75 MG CAPSULE	90
PAROXETINE HCL 10 MG, 20 MG TABLET	90
PAROXETINE HCL 30 MG, 40 MG TABLET	90
PERPHEN-AMITRIP 2 MG-10 MG, 2 MG-25 MG, 4 MG-25 MG TABLET	180
SERTRALINE HCL 25 MG TABLET	90
THIORIDAZINE 10 MG, 25MG, 50 MG TABLET	90
THIOTHIXENE 2 MG CAPSULE	90
TRAZODONE 50 MG, 100 MG, 150 MG TABLET	90
TRIHEXYPHENIDYL 2 MG TABLET	180
ZONISAMIDE 25 MG CAPSULE	180
CHLORHEXIDINE 0.12% RINSE	1440 ML
CYTRA-2 ORAL SOLUTION	480 ML
CYTRA-K ORAL SOLUTION	480 ML
HYDROCORTISONE 20 MG TABLET	90
ISONIAZID 300 MG TABLET	90
MECLIZINE 12.5 MG TABLET	180
MEGESTROL 20 MG TABLET	90
METHYLPREDNISOLONE 4 MG TABLET	90
OXYBUTYNIN 5 MG TABLET	180
PREDNISOLONE 5 MG TABLET	90
PREDNISONE 1 MG, 2.5 MG, 5 MG, 10 MG TABLET	90
PREDNISONE 5 MG, 10 MG TABLET-DOSEPAK	63
BETAMETHASONE DP 0.05% CREAM	35 GM
BETAMETHASONE DP 0.05% OINTMENT	45 GM
BETAMETHASONE VA 0.1% CREAM	135 GM
BETAMETHASONE VA 0.1% LOTION	180 ML
BETAMETHASONE VA 0.1% OINTMENT	135 GM

CVS HSP Generic Drug List as of August 2011	
Drug & Strength (\$11.99)	Quantity
CLINDAMYCIN PH 1% SOLUTION	90 ML
DESONIDE 0.05% CREAM	45 GM
FLUOCINOLONE 0.01% SOLUTION	180 ML
FLUOCINOLONE 0.025% CREAM	45 GM
FLUOCINOLONE 0.025% OINTMENT	45 GM
FLUOCINONIDE 0.05% CREAM	90 GM
HYDROCORTISONE 1%, 2.5% CREAM	90 GM
HYDROCORTISONE 2.5% OINTMENT	90 GM
SELENIUM 2.5% LOTION-SHAMPOO	360 ML
TRIAMCINOLONE 0.025%, 0.1% CREAM	240 GM
TRIAMCINOLONE 0.5% GM CREAM	45 GM
TRIAMCINOLONE 0.1% OINTMENT	240 GM
TRIAMCINOLONE 0.5% OINTMENT	45 GM
LEVOTHYROXINE 25 MCG, 50 MCG, 75 MCG, 88 MCG, 100 MCG, 112 MCG, 125 MCG, 137 MCG, 150 MCG TABLET	90
LEVOTHYROXINE 175 MCG, 200 MCG TABLET	90
ACYCLOVIR 200 MG CAPSULE	90
FOLIC ACID 1 MG TABLET	90
KLOR-CON 8 MEQ, 10 MEQ TABLET	90
KLOR-CON M10, M20 TABLET	90
MAG 64 TABLET SA	180
MAGNESIUM OXIDE 400 MG TABLET	90
MULTIVITA BETS-FL-FE 1 MG TABLET	90
NATALCARE PIC TABLET (PRENATAL RX 1 TABLET)	90
PHOSPHA 250 NEUTRAL TABLET	90
POLYVIT-IRON-FL 0.25 MG/ML DROPS	150 ML
POTASSIUM CHLORIDE 10% LIQUID S-F	1440 ML
POTASSIUM CHLORIDE 20% LIQUID S-F	960 ML
PRENATABS RX TABLET	90
PRENATAL PLUS TABLET	90
PRENATAL RX TABLET	90
SOD FLUORIDE 0.5MG(1.1MG), 1MG(2.2MG)TABLET	90
SODIUM FLUORIDE DENTAL RINSE	480 ML
SODIUM FLUORIDE 0.5 MG/ML DROPS	150 ML
TRI-VIT-FLUOR-IRON 0.25 MG/ML DROPS	150 ML
ULTRA NATALCARE TABLET	90
VITACON FORTE CAPSULE	90
ESTRADIOL 0.5 MG, 1 MG, 2 MG TABLET	90
ESTROPIRATE 0.625(0.75 MG) TABLET	90
ESTROPIRATE 1.25(1.5 MG) TABLET	90
MEDROXYPROGESTERONE 10 MG TABLET	30
MEDROXYPROGESTERONE 2.5 MG, 5 MG TABLET	90
WOMEN'S HEALTH (\$25.99)	
ALENDRONATE SODIUM 35 MG, 70 MG TABLET	12
TAMOXIFEN 10 MG TABLET	180
TAMOXIFEN 20 MG TABLET	90
FLU IMMUNIZATION (\$26.99)	
AFLURIA	Annual
FLULAVAL	Annual
FLUZONE	Annual
FLUVIRIN	Annual
FLUARIX	Annual

CVS HSP Generic Drug List as of April 2012	
Drug & Strength (\$11.99)	Quantity
FEXOFENADINE HCL 30 MG TABLET	90
HYDROXYZINE 10 MG/5 ML SYRUP	360 ML
LORATADINE 10 MG TABLET	90
ALLOPURINOL 100 MG, 300 MG TABLET	90
BACLOFEN 10 MG TABLET	90
CHLORZOXAZONE 500 MG TABLET	180
CYCLOBENZAPRINE 5 MG, 10 MG TABLET	90
DEXAMETHASONE 0.5 MG TABLET	90
DEXAMETHASONE 0.75 MG TABLET	36
DEXAMETHASONE 4 MG TABLET	18
DICLOFENAC SOD 50 MG, 75 MG TABLET EC	180
IBUPROFEN 100 MG/5 ML SUSPENSION	360 ML
IBUPROFEN 400 MG TABLET	270
IBUPROFEN 600 MG TABLET	180
IBUPROFEN 800 MG TABLET	90
INDOMETHACIN 25 MG CAPSULE	180
INDOMETHACIN 50 MG CAPSULE	90
KETOPROFEN 50 MG, 75 MG CAPSULE	90
LIDOCAINE 2% VISCOUS SOLUTION	300 ML
MELOXICAM 7.5 MG, 15 MG TABLET	90
METHOCARBAMOL 500 MG TABLET	180
NAPROXEN 250 MG TABLET	180
NAPROXEN 375 MG, 500 MG TABLET	180
NAPROXEN SODIUM 275 MG, 550 MG TABLET	90
PIROXICAM 10 MG	90
TIZANIDINE HCL 2 MG, 4 MG TABLET	180
TRAMADOL HCL 50 MG TABLET	180
ALBUTEROL 0.83 MG/ML Solutio	(75 VIALS) 225 ML
ALBUTEROL 5 MG/ML SOLUTION	60 ML
ALBUTEROL SULF 2 MG/5 ML SYRUP	360 ML
ALBUTEROL SULFATE 2 MG TABLET	270
IPRATROPIUM 0.02% SOLUTION	(75 VIALS) 187.5 ML
THEOPHYLLINE 100 MG, 200 MG TABLET SA	180
LOVASTATIN 10 MG, 40 MG TABLET	90
LOVASTATIN 20 MG TABLET	90
PRAVASTATIN SODIUM 10 MG, 20 MG TABLET	90
PRAVASTATIN SODIUM 40 MG TABLET	90
CHLORPROPAMIDE 100 MG TABLET	90
GLIMEPIRIDE 1 MG, 2 MG, 4 MG TABLET	90
GLIPIZIDE 5 MG TABLET	90
GLIPIZIDE 10 MG TABLET	180
GLIPIZIDE ER 5 MG TABLET	90
GLYBURIDE 1.25 MG, 2.5 MG, 5 MG TABLET	90
GLYBURIDE MICRO 1.5 MG, 3 MG, 6 MG TABLET	90
GLYBURIDE-METFORMIN 5-500 MG TABLET	180
METFORMIN HCL 500 MG, 850 MG TABLET	180
METFORMIN HCL 1,000 MG TABLET	180
METFORMIN HCL ER 500 MG TABLET	180
TRUE TEST STRIPS (\$29.99)	50 CT
FLUCONAZOLE 100 MG, 200 MG TABLET	12
NYSTATIN 100,000 UNITS/GM CREAM	90 GM
NYSTATIN 100,000 UNITS/GM OINTMENT	90 GM
TERBINAFINE HCL 250 MG TABLET	30
BELLADONNA-PHENOBARBITAL TABLET	180
CIMETIDINE 300 MG, 400 MG TABLET	90
CIMETIDINE 800 MG TABLET	90
DICYCLOMINE 10 MG CAPSULE	270
DICYCLOMINE 20 MG TABLET	180
FAMOTIDINE 20 MG TABLET	180

CVS HSP Generic Drug List as of April 2012	
Drug & Strength (\$11.99)	Quantity
FAMOTIDINE 40 MG TABLET	90
LACTULOSE 10 GM/15 ML SOLUTION	720 ML
METOCLOPRAMIDE 5 MG, 10 MG TABLET	180
METOCLOPRAMIDE 5 MG/5 ML SYRUP	180 ML
PROCHLORPERAZINE 5 MG, 10 MG TABLET	90
PROMETHAZINE 12.5 MG TABLET	36
PROMETHAZINE 25 MG TABLET	36
PROMETHAZINE 6.25 MG/5 ML SYRUP	540 ML
RANITIDINE 150 MG TABLET	180
RANITIDINE 300 MG TABLET	90
ATROPINE 1% EYE DROPS	15 ML
CYCLOPENTOLATE 1% EYE DROPS	45 ML
FLURBIPROFEN 0.03% EYE DROPS	8 ML
LEVOBUNOLOL 0.5% EYE DROPS	15 ML
PILOCARPINE 1%, 2% EYE DROPS	45 ML
POLYMYXIN B-TMP EYE DROPS	30 ML
TIMOLOL 0.25%, 0.5% EYE DROPS	15 ML
AMILORIDE HCL-HCTZ 5-50 MG TABLET	90
AMIODARONE HCL 200 MG TABLET	90
ATENOLOL 25 MG, 50 MG, 100 MG TABLET	90
ATENOLOL-CHLORTHALIDONE 50-25 MG, 100-25 MG TABLET	90
BENAZEPRIL HCL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
BENAZEPRIL-HCTZ 10-12.5 MG, 20-12.5 MG, 20-25 MG TABLET	90
BISOPROLOL-HCTZ 2.5-6.25 MG, 5-6.25 MG, 10-6.25 MG TABLET	90
BUMETANIDE 0.5 MG, 1 MG, 2 MG TABLET	90
CAPTOPRIL 12.5 MG, 25 MG, 50 MG, 100 MG TABLET	180
CARTIA XT 120 MG CAPSULE SA	90
CARVEDILOL 3.125 MG, 6.25 MG, 12.5 MG TABLET	180
CARVEDILOL 25 MG TABLET	180
CHLORTHALIDONE 25 MG, 50 MG TABLET	90
CLONIDINE HCL 0.1 MG, 0.2 MG, 0.3 MG TABLET	90
DIGOXIN 125 MCG, 250 MCG TABLET	90
DILTIAZEM 30 MG, 60 MG TABLET	180
DILTIAZEM 90 MG TABLET	180
DILTIAZEM 120 MG TABLET	90
DOXAZOSIN MESYLATE 1 MG, 2 MG, 4 MG, 8 MG TABLET	90
ENALAPRIL MALEATE 2.5 MG, 5 MG, 10 MG, 20 MG TABLET	90
ENALAPRIL-HCTZ 5-12.5 MG, 10-25 MG TABLET	90
FOSINOPRIL SODIUM 10 MG, 20 MG, 40 MG TABLET	90
FUROSEMIDE 20 MG, 40 MG, 80 MG TABLET	90
GUANFACINE 1 MG, 2 MG TABLET	90
HYDRALAZINE 10 MG, 25 MG TABLET	90
HYDROCHLOROTHIAZIDE 12.5 MG CAPSULE	90
HYDROCHLOROTHIAZIDE 25 MG, 50 MG TABLET	90
INDAPAMIDE 1.25 MG, 2.5 MG TABLET	90
SOSORBIDE DN 5 MG, 10 MG, 20 MG TABLET	270
ISOSORBIDE MN 20 MG TABLET	90
ISOSORBIDE MN 30 MG TABLET SA	90
ISOSORBIDE MN 60 MG TABLET ER	90
LABETALOL HCL 100 MG TABLET	180
LISINOPRIL 2.5 MG, 5MG, 10 MG, 20 MG, 30 MG, 40 MG TABLET	90
LISINOPRIL-HCTZ 10-12.5 MG TABLET	90
LISINOPRIL-HCTZ 20-12.5 MG, 20-25 MG TABLET	90
METHYLDOPA 250 MG TABLET	180
METHYLDOPA 500 MG TABLET	90
METOLAZONE 2.5 MG, 5 MG TABLET	90
METOPROLOL TARTRATE 25 MG, 50 MG TABLET	180
METOPROLOL TARTRATE 100 MG TABLET	180
NADOLOL 20 MG, 40 MG TABLET	90

CVS HSP Generic Drug List as of April 2012	
Drug & Strength (\$11.99)	Quantity
PRAZOSIN 1 MG, 2 MG, 5 MG CAPSULE	90
PROPRANOLOL 10 MG, 20 MG, 40 MG, 80 MG TABLET	180
PROPRANOLOL-HCTZ 40-25 MG, 80-25 MG TABLET	180
QUINAPRIL 5 MG, 10 MG, 20 MG, 40 MG TABLET	90
SOTALOL 80 MG TABLET	90
SPIRONOLACTONE 25 MG TABLET	90
TERAZOSIN 1 MG, 2 MG, 5 MG, 10 MG CAPSULE	90
TORSEMIDE 10 MG, 20 MG TABLET	90
TRIAMTERENE-HCTZ 37.5-25 MG CAPSULE	90
TRIAMTERENE-HCTZ 37.5-25 MG, 75-50 TABLET	90
VERAPAMIL 80 MG, 120 MG TABLET	90
VERAPAMIL 180 MG, 240 MG TABLET SA	90
WARFARIN SODIUM 1 MG, 2 MG, 2.5 MG, 3 MG, 4 MG, 6 MG, 7.5 MG, 10 MG TABLET	90
WARFARIN SODIUM 5 MG TABLET	90
AMITRIPTYLINE HCL 10 MG, 25 MG, 50 MG, 75 MG, 100 MG, 150 MG TABLET	90
BENZTROPINE MES 0.5 MG, 1 MG, 2 MG TABLET	90
BUSPIRONE HCL 10 MG TABLET	180
BUSPIRONE HCL 5 MG, 15 MG TABLET	180
CARBAMAZEPINE 200 MG TABLET	180
CHLORPROMAZINE 25 MG, 50 MG TABLET	180
CITALOPRAM HBR 10 MG, 20 MG, 40 MG TABLET	90
DOXEPIN 10 MG, 25 MG, 50 MG, 75 MG, 100 MG CAPSULE	90
FLUOXETINE HCL 10 MG TABLET	90
FLUOXETINE HCL 10 MG, 20 MG, 40 MG CAPSULE	90
FLUPHENAZINE 1 MG, 5 MG TABLET	90
GABAPENTIN 100 MG CAPSULE	270
HALOPERIDOL 0.5 MG, 1 MG, 2 MG, 5 MG TABLET	90
HYDROXYZINE PAM 25 MG CAPSULE	180
IMIPRAMINE HCL 10 MG, 25 MG TABLET	180
LITHIUM CARBONATE 300 MG CAPSULE	270
MIRTAZAPINE 15 MG TABLET	90
NORTRIPTYLINE HCL 10 MG, 25 MG, 75 MG CAPSULE	90
PAROXETINE HCL 10 MG, 20 MG TABLET	90
PAROXETINE HCL 30 MG, 40 MG TABLET	90
PERPHEN-AMITRIP 2 MG-10 MG, 2 MG-25 MG, 4 MG-25 MG TABLET	180
SERTRALINE HCL 25 MG TABLET	90
THIORIDAZINE 10 MG, 25MG, 50 MG TABLET	90
THIOTHIXENE 2 MG CAPSULE	90
TRAZODONE 50 MG, 100 MG, 150 MG TABLET	90
TRIHEXYPHENIDYL 2 MG TABLET	180
ZONISAMIDE 25 MG CAPSULE	180
CHLORHEXIDINE 0.12% RINSE	1440 ML
CYTRA-2 ORAL SOLUTION	480 ML
CYTRA-K ORAL SOLUTION	480 ML
HYDROCORTISONE 20 MG TABLET	90
ISONIAZID 300 MG TABLET	90
MECLIZINE 12.5 MG TABLET	180
MEGESTROL 20 MG TABLET	90
METHYLPREDNISOLONE 4 MG TABLET	90
OXYBUTYNIN 5 MG TABLET	180
PREDNISOLONE 5 MG TABLET	90
PREDNISONE 1 MG, 2.5 MG, 5 MG, 10 MG TABLET	90
PREDNISONE 5 MG, 10 MG TABLET-DOSEPAK	63
BETAMETHASONE VA 0.1% CREAM	135 GM
BETAMETHASONE VA 0.1% LOTION	180 ML
CLINDAMYCIN PH 1% SOLUTION	90 ML
DESONIDE 0.05% CREAM	45 GM
FLUOCINOLONE 0.01% SOLUTION	180 ML
FLUOCINOLONE 0.025% CREAM	45 GM

CVS HSP Generic Drug List as of April 2012	
Drug & Strength (\$11.99)	Quantity
FLUOCINOLONE 0.025% OINTMENT	45 GM
FLUOCINONIDE 0.05% CREAM	90 GM
HYDROCORTISONE 1%, 2.5% CREAM	90 GM
HYDROCORTISONE 2.5% OINTMENT	90 GM
SELENIUM 2.5% LOTION-SHAMPOO	360 ML
TRIAMCINOLONE 0.025%, 0.1% CREAM	240 GM
TRIAMCINOLONE 0.5% GM CREAM	45 GM
TRIAMCINOLONE 0.1% OINTMENT	240 GM
TRIAMCINOLONE 0.5% OINTMENT	45 GM
LEVOTHYROXINE 25 MCG, 50 MCG, 75 MCG, 88 MCG, 100 MCG, 112 MCG, 125 MCG, 137 MCG, 150 MCG TABLET	90
LEVOTHYROXINE 175 MCG, 200 MCG TABLET	90
ACYCLOVIR 200 MG CAPSULE	90
FOLIC ACID 1 MG TABLET	90
KLOR-CON M10 TABLET	90
MAG 64 TABLET SA	180
MAGNESIUM OXIDE 400 MG TABLET	90
MULTIVITA BETS-FL-FE 1 MG TABLET	90
NATALCARE PIC TABLET (PRENATAL RX 1 TABLET)	90
PHOSPHA 250 NEUTRAL TABLET	90
POLYVIT-IRON-FL 0.25 MG/ML DROPS	150 ML
POTASSIUM CHLORIDE 10% LIQUID S-F	1440 ML
POTASSIUM CHLORIDE 20% LIQUID S-F	960 ML
PRENATABS RX TABLET	90
PRENATAL PLUS TABLET	90
PRENATAL RX TABLET	90
SOD FLUORIDE 0.5MG(1.1MG), 1MG(2.2MG)TABLET	90
SODIUM FLUORIDE DENTAL RINSE	480 ML
SODIUM FLUORIDE 0.5 MG/ML DROPS	150 ML
TRI-VIT-FLUOR-IRON 0.25 MG/ML DROPS	150 ML
ULTRA NATALCARE TABLET	90
VITACON FORTE CAPSULE	90
ESTRADIOL 0.5 MG, 1 MG, 2 MG TABLET	90
ESTROPIRATE 0.625(0.75 MG) TABLET	90
ESTROPIRATE 1.25(1.5 MG) TABLET	90
MEDROXYPROGESTERONE 10 MG TABLET	30
MEDROXYPROGESTERONE 2.5 MG, 5 MG TABLET	90
WOMEN'S HEALTH (\$25.99)	
ALENDRONATE SODIUM 35 MG, 70 MG TABLET	12
TAMOXIFEN 10 MG TABLET	180
TAMOXIFEN 20 MG TABLET	90
FLU IMMUNIZATION (\$26.99)	
AFLURIA	Annual
FLULAVAL	Annual
FLUZONE	Annual
FLUVIRIN	Annual
FLUARIX	Annual

CVS HSP Generic Drug List as of November 2013	
Drug & Strength (\$11.99)	Quantity
FEXOFENADINE HCL 30 MG TAB	90
HYDROXYZINE HCL 10 MG/5 ML SYRUP	360
HYDROXYZINE PAMOATE 25 MG CAP	180
LORATADINE 10 MG TAB	90
PROMETHAZINE HCL 12.5 MG TAB	36
PROMETHAZINE HCL 25 MG TAB	36
PROMETHAZINE HCL 6.25MG/5ML SYRUP	540
ACYCLOVIR 200 MG CAP	90
CLINDAMYCIN PHOSPHATE 1% SOLN	90
ISONIAZID 300 MG TAB	90
POLYMYXIN B SULF/TRIMETHOPRIM 10K/ML-0.1 DROPS	30
BACLOFEN 10 MG TAB	90
CHLORZOXAZONE 500 MG TAB	180
CYCLOBENZAPRINE HCL 5 MG TAB	90
CYCLOBENZAPRINE HCL 10 MG TAB	90
IBUPROFEN 100 MG/5ML SUSP	360
IBUPROFEN 400 MG TAB	270
IBUPROFEN 600 MG TAB	180
IBUPROFEN 800 MG TAB	90
INDOMETHACIN 25 MG CAP	180
INDOMETHACIN 50 MG CAP	90
KETOPROFEN 50 MG CAP	90
KETOPROFEN 75 MG CAP	90
MELOXICAM 7.5 MG TAB	90
MELOXICAM 15 MG TAB	90
METHOCARBAMOL 500 MG TAB	180
NAPROXEN 250 MG TAB	180
NAPROXEN 375 MG TAB	180
NAPROXEN 500 MG TAB	180
NAPROXEN SODIUM 275 MG TAB	90
NAPROXEN SODIUM 550 MG TAB	90
TIZANIDINE HCL 2 MG TAB	180
TIZANIDINE HCL 4 MG TAB	180
ALBUTEROL SULFATE 2 MG/5 ML SYRUP	360
ALBUTEROL SULFATE 5 MG/ML SOLN	60
IPRATROPIUM BROMIDE 0.2 MG/ML SOLN	225
THEOPHYLLINE ANHYDROUS 100 MG TAB	180
THEOPHYLLINE ANHYDROUS 200 MG TAB	180
GLIMEPIRIDE 1 MG TAB	90
GLIMEPIRIDE 2 MG TAB	90
GLIMEPIRIDE 4 MG TAB	90
GLIPIZIDE 5 MG TAB	90
GLIPIZIDE 10 MG TAB**	180
GLYBURIDE 1.25 MG TAB	90
GLYBURIDE 2.5 MG TAB	90
GLYBURIDE 5 MG TAB	90
GLYBURIDE, MICRONIZED 1.5 MG TAB	90
GLYBURIDE, MICRONIZED 3 MG TAB	90
GLYBURIDE, MICRONIZED 6 MG TAB	90
GLYBURIDE/METFORMIN HCL 5 MG-500MG TAB	180
METFORMIN HCL 500 MG TAB**	180
METFORMIN HCL 850 MG TAB	180
METFORMIN HCL 1000 MG TAB**	180

CVS HSP Generic Drug List as of November 2013	
Drug & Strength (\$11.99)	Quantity
METFORMIN HCL ER 500 MG TAB	180
FLUCONAZOLE 100 MG TAB	12
FLUCONAZOLE 200 MG TAB	12
TERBINAFINE HCL 250 MG TAB**	30
CIMETIDINE 300 MG TAB	90
CIMETIDINE 400 MG TAB	90
DICYCLOMINE HCL 10 MG CAP	270
DICYCLOMINE HCL 20 MG TAB.	180
FAMOTIDINE 20 MG TAB	180
FAMOTIDINE 40 MG TAB	90
LACTULOSE 10 G/15 ML SOLN	720
MECLIZINE HCL 12.5 MG TAB	180
METOCLOPRAMIDE HCL 5 MG TAB	180
METOCLOPRAMIDE HCL 10 MG TAB	180
METOCLOPRAMIDE HCL 5 MG/5 ML SOLN	180
PHENOBARB/HYOSCY/ATROPINE/SCOP 16.2 MG TAB	180
PROCHLORPERAZINE MALEATE 5 MG TAB	90
PROCHLORPERAZINE MALEATE 10 MG TAB	90
RANITIDINE HCL 150 MG TAB	180
RANITIDINE HCL 300 MG TAB	90
ATROPINE SULFATE 1 % DROPS	15
CYCLOPENTOLATE HCL 1 % DROPS	45
FLURBIPROFEN SODIUM 0.03 % DROPS	8
LEVOBUNOLOL HCL 0.5 % DROPS	15
TIMOLOL MALEATE 0.25 % DROPS	15
TIMOLOL MALEATE 0.5 % DROPS	15
AMILORIDE/HCTZ 5MG-50MG TAB	90
AMIODARONE HCL 200 MG TAB	90
ATENOLOL 25 MG TAB	90
ATENOLOL 50 MG TAB	90
ATENOLOL 100 MG TAB	90
ATENOLOL/CHLORTHALIDONE 50 MG-25MG TAB	90
ATENOLOL/CHLORTHALIDONE 100MG-25MG TAB	90
BENAZEPRIL HCL 5 MG TAB	90
BENAZEPRIL HCL 10 MG TAB	90
BENAZEPRIL HCL 20 MG TAB	90
BENAZEPRIL HCL 40 MG TAB	90
BENAZEPRIL/HCTZ 10-12.5MG TAB	90
BENAZEPRIL/HCTZ 20-12.5 MG TAB	90
BENAZEPRIL/HCTZ 20-25MG TAB	90
BISOPROLOL FUMARATE/HCTZ 2.5-6.25MG TAB	90
BISOPROLOL FUMARATE/HCTZ 5-6.25MG TAB	90
BISOPROLOL FUMARATE/HCTZ 10-6.25MG TAB	90
BUMETANIDE 0.5 MG TAB	90
BUMETANIDE 1 MG TAB	90
BUMETANIDE 2 MG TAB	90
CAPTAPRIL 12.5 MG TAB	180
CAPTAPRIL 25 MG TAB	180
CAPTAPRIL 50 MG TAB	180
CAPTAPRIL 100 MG TAB	180
CARVEDILOL 3.125 MG TAB	180
CARVEDILOL 6.25 MG TAB	180
CARVEDILOL 12.5 MG TAB	180

CVS HSP Generic Drug List as of November 2013	
Drug & Strength (\$11.99)	Quantity
CARVEDILOL 25 MG TAB**	180
CHLORTHALIDONE 25 MG TAB	90
CHLORTHALIDONE 50 MG TAB	90
CLONIDINE HCL 0.1 MG TAB	90
CLONIDINE HCL 0.2 MG TAB	90
CLONIDINE HCL 0.3 MG TAB	90
DIGOXIN 125 MCG TAB	90
DIGOXIN 250 MCG TAB	90
DILTIAZEM HCL 120 MG CAP	90
DILTIAZEM HCL 30 MG TAB	180
DILTIAZEM HCL 60 MG TAB	180
DILTIAZEM HCL 90 MG TAB**	180
DILTIAZEM HCL 120 MG TAB	90
DOXAZOSIN MESYLATE 1 MG TAB	90
DOXAZOSIN MESYLATE 2 MG TAB	90
DOXAZOSIN MESYLATE 4 MG TAB	90
DOXAZOSIN MESYLATE 8 MG TAB	90
ENALAPRIL MALEATE 5 MG TAB	90
ENALAPRIL MALEATE 2.5 MG TAB	90
ENALAPRIL MALEATE 10 MG TAB	90
ENALAPRIL MALEATE 20 MG TAB	90
ENALAPRIL-HCTZ 5-12.5 MG TAB	90
ENALAPRIL-HCTZ 10-25 MG TAB	90
FOSINOPRIL SODIUM 10 MG TAB	90
FOSINOPRIL SODIUM 20 MG TAB	90
FOSINOPRIL SODIUM 40 MG TAB	90
FUROSEMIDE 20 MG TAB	90
FUROSEMIDE 40 MG TAB	90
FUROSEMIDE 80 MG TAB	90
GUANFACINE HCL 1 MG TAB	90
GUANFACINE HCL 2 MG TAB	90
HYDRALAZINE HCL 10 MG TAB	90
HYDRALAZINE HCL 25 MG TAB	90
HYDROCHLOROTHIAZIDE 12.5 MG CAP**	90
HYDROCHLOROTHIAZIDE 25 MG TAB	90
HYDROCHLOROTHIAZIDE 50 MG TAB	90
INDAPAMIDE 1.25 MG TAB	90
INDAPAMIDE 2.5 MG TAB	90
ISOSORBIDE MONONITRATE 20 MG TAB	90
ISOSORBIDE MONONITRATE 30 MG TAB	90
ISOSORBIDE MONONITRATE 60 MG TAB	90
LISINOPRIL 2.5 MG TAB	90
LISINOPRIL 5 MG TAB	90
LISINOPRIL 10 MG TAB	90
LISINOPRIL 20 MG TAB	90
LISINOPRIL 30 MG TAB	90
LISINOPRIL 40 MG TAB	90
LISINOPRIL-HCTZ 10-12.5 MG TAB	90
LISINOPRIL-HCTZ 20-12.5 MG TAB**	90
LISINOPRIL-HCTZ 20-25 MG TAB**	90
LOVASTATIN 10 MG TAB	90
LOVASTATIN 20 MG TAB**	90
LOVASTATIN 40 MG TAB	90

CVS HSP Generic Drug List as of November 2013	
Drug & Strength (\$11.99)	Quantity
METHYLDOPA 250 MG TAB**	180
METHYLDOPA 500 MG TAB**	90
METOLAZONE 2.5 MG TAB	90
METOLAZONE 5 MG TAB	90
METOPROLOL TARTRATE 25 MG TAB.	180
METOPROLOL TARTRATE 50 MG TAB.	180
METOPROLOL TARTRATE 100 MG TAB**	180
NADOLOL 20 MG TAB	90
NADOLOL 40 MG TAB	90
PRAVASTATIN SODIUM 10 MG TAB	90
PRAVASTATIN SODIUM 20 MG TAB	90
PRAVASTATIN SODIUM 40 MG TAB**	90
PRAZOSIN HCL 1 MG CAP	90
PRAZOSIN HCL 2 MG CAP	90
PROPRANOLOL HCL 10 MG TAB	180
PROPRANOLOL HCL 20 MG TAB	180
PROPRANOLOL HCL 40 MG TAB	180
PROPRANOLOL HCL 80 MG TAB	180
QUINAPRIL HCL 5 MG TAB	90
QUINAPRIL HCL 10 MG TAB	90
QUINAPRIL HCL 20 MG TAB	90
QUINAPRIL HCL 40 MG TAB	90
SOTALOL HCL 80 MG TAB**	90
SPIRONOLACTONE 25 MG TAB**	90
TERAZOSIN HCL 1 MG CAP	90
TERAZOSIN HCL 2 MG CAP	90
TERAZOSIN HCL 5 MG CAP	90
TERAZOSIN HCL 10 MG CAP	90
TORSEMIDE 10 MG TAB	90
TORSEMIDE 20 MG TAB	90
TRIAMTERENE/HCTZ 37.5-25 MG CAP	90
TRIAMTERENE/HCTZ 75/50 TAB	90
TRIAMTERENE-HCTZ 37.5-25 MG TAB	90
VERAPAMIL HCL 80 MG TAB	90
VERAPAMIL HCL 120 MG TAB	90
VERAPAMIL HCL 180 MG TAB	90
VERAPAMIL HCL 240 MG TAB	90
WARFARIN SODIUM 1 MG TAB	90
WARFARIN SODIUM 2 MG TAB	90
WARFARIN SODIUM 2.5 MG TAB	90
WARFARIN SODIUM 3 MG TAB	90
WARFARIN SODIUM 4 MG TAB	90
WARFARIN SODIUM 5 MG TAB**	90
WARFARIN SODIUM 6 MG TAB	90
WARFARIN SODIUM 7.5 MG TAB	90
WARFARIN SODIUM 10 MG TAB	90
AMITRIPTYLINE HCL 10 MG TAB	90
AMITRIPTYLINE HCL 25 MG TAB	90
AMITRIPTYLINE HCL 50 MG TAB	90
AMITRIPTYLINE HCL 75 MG TAB	90
AMITRIPTYLINE HCL 100 MG TAB	90
AMITRIPTYLINE HCL 150 MG TAB	90
BENZTROPINE MESYLATE 0.5 MG TAB	90

CVS HSP Generic Drug List as of November 2013	
Drug & Strength (\$11.99)	Quantity
BENZTROPINE MESYLATE 1 MG TAB	90
BENZTROPINE MESYLATE 2 MG TAB	90
BUSPIRONE HCL 5 MG TAB	180
BUSPIRONE HCL 10 MG TAB**	180
BUSPIRONE HCL 15 MG TAB	180
CARBAMAZEPINE 200 MG TAB**	180
CITALOPRAM HBR 10 MG TAB	90
CITALOPRAM HBR 20 MG TAB	90
CITALOPRAM HBR 40 MG TAB	90
DOXEPIN HCL 10 MG CAP	90
DOXEPIN HCL 25 MG CAP	90
DOXEPIN HCL 50 MG CAP	90
DOXEPIN HCL 75 MG CAP	90
DOXEPIN HCL 100 MG CAP	90
FLUOXETINE HCL 10 MG CAP	90
FLUOXETINE HCL 20 MG CAP	90
FLUOXETINE HCL 40 MG CAP	90
FLUOXETINE HCL 10 MG TAB**	90
FLUPHENAZINE HCL 1 MG TAB	90
FLUPHENAZINE HCL 5 MG TAB	90
GABAPENTIN 100 MG CAP	270
HALOPERIDOL 0.5 MG TAB	90
HALOPERIDOL 1 MG TAB	90
HALOPERIDOL 2 MG TAB	90
HALOPERIDOL 5 MG TAB	90
IMIPRAMINE HCL 10 MG TAB	180
IMIPRAMINE HCL 25 MG TAB	180
LITHIUM CARBONATE 300 MG CAP**	270
MIRTAZAPINE 15 MG TAB	90
NORTRIPTYLINE HCL 10 MG CAP	90
NORTRIPTYLINE HCL 25 MG CAP	90
NORTRIPTYLINE HCL 75 MG CAP	90
PAROXETINE HCL 10 MG TAB**	90
PAROXETINE HCL 20 MG TAB**	90
PAROXETINE HCL 30 MG TAB	90
PAROXETINE HCL 40 MG TAB	90
SERTRALINE HCL 25 MG TAB	90
THIORIDAZINE HCL 10 MG TAB	90
THIORIDAZINE HCL 25 MG TAB	90
THIORIDAZINE HCL 50 MG TAB	90
THIOTHIXENE 2 MG CAP	90
TRAZODONE HCL 50 MG TAB	90
TRAZODONE HCL 100 MG TAB	90
TRAZODONE HCL 150 MG TAB	90
TRIHENXYPHENIDYL HCL 2 MG TAB	180
ZONISAMIDE 25 MG CAP	180
ALLOPURINOL 100 MG TAB	90
ALLOPURINOL 300 MG TAB	90
CHLORHEXIDINE GLUCONATE 0.12% MOUTHWASH	1440
DEXAMETHASONE 0.5 MG TAB	90
DEXAMETHASONE 0.75 MG TAB	36
DEXAMETHASONE 4 MG TAB	18
LIDOCAINE HCL 20 MG/ML SOLN	300

CVS HSP Generic Drug List as of November 2013	
Drug & Strength (\$11.99)	Quantity
OXYBUTYNIN CHLORIDE 5 MG TAB	180
PREDNISONE 1 MG TAB	90
PREDNISONE 2.5 MG TAB	90
PREDNISONE 5 MG TAB	90
PREDNISONE 5 MG TAB**	63
PREDNISONE 10 MG TAB	90
PREDNISONE 10 MG TAB**	63
FLUOCINOLONE ACETONIDE 0.025 % CRM	45
HYDROCORTISONE 1% CRM	90
HYDROCORTISONE 2.5% CRM	90
HYDROCORTISONE 2.5% OINT	90
TRIAMCINOLONE ACETONIDE 0.5% CRM	45
TRIAMCINOLONE ACETONIDE 0.1% OINT	240
TRIAMCINOLONE ACETONIDE 0.5% OINT	45
LEVOTHYROXINE 25 MCG TAB	90
LEVOTHYROXINE 50 MCG TAB	90
LEVOTHYROXINE 75 MCG TAB	90
LEVOTHYROXINE 88 MCG TAB	90
LEVOTHYROXINE 100 MCG TAB	90
LEVOTHYROXINE 112 MCG TAB	90
LEVOTHYROXINE 125 MCG TAB	90
LEVOTHYROXINE 137 MCG TAB	90
LEVOTHYROXINE 150 MCG TAB	90
LEVOTHYROXINE 175 MCG TAB**	90
LEVOTHYROXINE 200 MCG TAB**	90
CITRIC ACID/SODIUM CITRATE 334-500MG SOLN	480
FLUORIDE/IRON/VIT A,C&D 0.25 MG/ML DROPS	150
FOLIC ACID 1 MG TAB	90
MAGNESIUM CHLORIDE 64 MG TAB**	180
MAGNESIUM OXIDE 400 MG TAB	90
MULTIVITAMINS WITH MIN NO.7/FA 1 MG CAP	90
MULTIVITS WITH IRON & FLUORIDE 0.25 MG/ML DROPS	150
PHOSPHORUS #1 250 MG TAB	90
POTASSIUM CHLORIDE 10 MEQ TAB	90
POTASSIUM CHLORIDE 20MEQ/15ML LIQUID	1440
POTASSIUM CHLORIDE 40MEQ/15ML LIQUID	960
POTASSIUM CITRATE/CITRIC ACID 1100-334/5 SOLN	480
PRENATABS RX TAB	90
PRENATAL 1/1 TAB	90
PRENATAL CARE TAB	90
PRENATAL PLUS TAB	90
PRENATAL RX 1 TAB**	90
PRENATAL RX TAB**	90
SODIUM FLUORIDE 0.2 % SOLN	480
SODIUM FLUORIDE 0.5 (1.1)MG TAB	90
SODIUM FLUORIDE 1MG (2.2MG) TAB	90
ULTRA NATALCARE TAB	90
ESTRADIOL 0.5 MG TAB	90
ESTRADIOL 1 MG TAB	90
ESTRADIOL 2 MG TAB	90
ESTROPIPATE 0.75 MG TAB	90
ESTROPIPATE 1.5 MG TAB**	90
MEDROXYPROGESTERONE 10 MG TAB	30

CVS HSP Generic Drug List as of November 2013

Drug & Strength (\$11.99)	Quantity
MEDROXYPROGESTERONE 2.5 MG TAB	90
MEDROXYPROGESTERONE 5 MG TAB	90
MEGESTROL ACETATE 20 MG TAB**	90
ALENDRONATE SODIUM 35 MG TAB	12
ALENDRONATE SODIUM 70 MG TAB	12
TAMOXIFEN CITRATE 10 MG TAB	180
TAMOXIFEN CITRATE 20 MG TAB	90

\$10.99 for 30 days

AMOXICILLIN 250 MG CAP	30
AMOXICILLIN 500 MG CAP	30
AMOXICILLIN 125 MG/5ML SUSP	150
AMOXICILLIN 200 MG/5ML SUSP	100
AMOXICILLIN 250 MG/5ML SUSP	150
AMOXICILLIN 400 MG/5ML SUSP	100
CEPHALEXIN 250 MG CAP	28
CEPHALEXIN 500 MG CAP	30
CIPROFLOXACIN HCL 250 MG TAB	14
CIPROFLOXACIN HCL 500 MG TAB	20
METRONIDAZOLE 250 MG TAB	28
METRONIDAZOLE 500 MG TAB	14
PENICILLIN V POTASSIUM 125 MG/5ML SOLN	200
PENICILLIN V POTASSIUM 250 MG TAB	28
PENICILLIN V POTASSIUM 250 MG/5ML SOLN	100
SMZ/TMP 200-40MG/5 SUSP	120
SMZ/TMP 400MG-80MG TAB	28
SMZ/TMP 800-160 MG TAB	20
SULFAMETHOXAZOLE/TRIMETHOPRIM 800-160/20 SUSP	120
TETRACYCLINE HCL 250 MG CAP	60
TETRACYCLINE HCL 500 MG CAP	60

\$29.99 for 30 days

BLOOD SUGAR DIAGNOSTIC STRIP	50
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