

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

CIVIL ACTION NO. 2084CV02188 C

COMMONWEALTH OF MASSACHUSETTS,)
)
Plaintiff,)
)
v.)
)
KECHES LAW GROUP, P.C.)
)
Defendants.)
)

RECEIVED

SEP 24 2020

SUPERIOR COURT-CIVIL
MICHAEL JOSEPH DONOVAN
CLERK/MAGISTRATE

COMPLAINT

I. INTRODUCTION

1. The Commonwealth of Massachusetts, by and through its Attorney General, Maura Healey, brings this enforcement action in the public interest pursuant to the Massachusetts Consumer Protection Act, G.L. c. 93A, § 4.

2. Keches Law Group, P.C. accepted kickbacks from Injured Workers Pharmacy—a Massachusetts mail-order pharmacy that unlawfully dispensed millions of opioids nationwide—in exchange for referring its injured clients there, without disclosing the law firm's financial interest in the referrals to its clients or obtaining their informed consent. These actions were unfair and deceptive under the Massachusetts Consumer Protection Act.

3. As a result of the kickback scheme, Keches received more than \$90,000 in payments and other consideration to refer at least 800 clients to Injured Workers Pharmacy.

4. The Commonwealth seeks injunctive relief enjoining future misconduct, as well as restitution and civil penalties, together with its reasonable fees and costs of investigating and prosecuting this action to protect the public.

II. JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this suit pursuant to G.L. c. 93A, § 4 and G.L. c. 214, § 1.

6. This Court has jurisdiction over Keches Law Group because its primary place of business is in Massachusetts and the acts giving rise to this action took place in Massachusetts.

7. Venue is proper in Suffolk County pursuant to G.L. c. 223 § 5.

III. PARTIES

8. The plaintiff in this action is the Commonwealth of Massachusetts.

9. The defendant in this action is Keches Law Group, P.C. (“Keches”), a law firm with a principal place of business in Taunton, Massachusetts. Keches has Massachusetts offices in Boston, Fall River, New Bedford, Taunton, and Worcester, as well as offices in New Hampshire and Rhode Island. Keches’s 40-50 attorneys specialize in personal injury cases, including auto accident, medical malpractice, workers’ compensation, and disability claims. Keches has clients in Massachusetts, New Hampshire, Rhode Island, and Connecticut.

10. True and correct copies of certain documents Keches produced to the Commonwealth pursuant to G.L. c. 93A, § 6 and referenced in this complaint are attached hereto as Exhibits 1 through 15.

IV. KECHEs LAW GROUP ACCEPTED ILLEGAL KICKBACKS TO DIRECT ITS CLIENTS TO INJURED WORKERS PHARMACY

11. The Massachusetts Consumer Protection Act, G.L. c. 93A, § 2, prohibits unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.

12. Massachusetts law also prohibits receiving remuneration for recommending any good, facility, service, or item for which payment is or may be made by a health care insurer, pursuant to the Massachusetts Anti-Kickback Statute, G.L. c. 175H, § 3.¹

13. From 2017 through 2019, Keches received kickbacks totaling more than \$90,000 from Andover-based Injured Workers Pharmacy (“IWP”) in exchange for referring its clients to have their prescriptions filled there, including many prescriptions paid for by “health care insurers” as that term is defined in G.L. c. 175H, § 1.²

14. On June 24, 2020, the Commonwealth filed a complaint against IWP together with a proposed Final Judgment by Consent. The Commonwealth’s complaint against IWP alleged IWP failed to implement adequate dispensing safeguards and dispensed and shipped thousands of controlled substance prescriptions without sufficient regard for their legitimacy, in violation of its “corresponding responsibility” to fill only legitimate prescriptions issued in the “the usual course of professional treatment.”³ Those prescriptions included: (a) prescriptions for large quantities of opioids, for high doses, for long periods of time; (b) opioid prescriptions in dangerous combinations with other controlled substances, including other opioids,

¹ The Massachusetts Anti-Kickback Statute defines “health care insurer” as “any insurance company authorized to provide health insurance in this state or any legal entity which is self-insured and providing health care benefits to its employees” and “health care benefit” as “a payment for health care services or the right under a contract or a certificate or policy of insurance to have a payment made by a health care corporation or health care insurer for a specified health care service.” G.L. c. 175H, § 1. Violations of the Massachusetts Anti-Kickback Statute are punishable by a fine of up to ten thousand dollars, or by imprisonment of up to five years, or both. *See* G.L. c. 175H, § 3.

² Prescriptions filled at IWP by Keches clients were billed to, among others: third party administrators like Broadspire, Sedgwick, and York (since acquired by Sedgwick) that manage self-insured workers’ compensation plans on behalf of employers; and insurance companies licensed to provide health insurance in Massachusetts, including Hartford and Liberty Mutual.

³ *See* G.L. c. 94C, § 19(a) (“A prescription for a controlled substance to be valid shall be issued for a legitimate medical purpose by a practitioner acting in the usual course of his professional practice. The responsibility for the proper prescribing and dispensing of controlled substances shall be upon the prescribing practitioner, but a corresponding responsibility shall rest with the pharmacist who fills the prescription. An order purporting to be a prescription issued not in the usual course of professional treatment ... is not a prescription within the meaning and intent of section one and the person knowingly filling such a purported prescription, as well as the person issuing it, shall be subject to the penalties [under the Massachusetts CSA].”).

benzodiazepines (like Valium), and muscle relaxants; and (c) controlled substance prescriptions written by prescribers whose prescriptions bore numerous red flags and who were later sanctioned for inappropriate prescribing. The complaint against IWP further alleged that IWP drove this prescription volume, in part, by paying for new patient referrals, in violation of G.L. c. 93A § 2. The IWP Judgment, entered by the Court on July 3, 2020, required IWP to pay the Commonwealth \$11,000,000, including \$9,000,000 in civil penalties, and to undertake extensive changes to its operations and dispensing practices. IWP filled hundreds of controlled substance prescriptions for patients referred there by Keches.

The 2017 Agreement

15. In March 2017, Keches entered into a one-year “Marketing Agreement” (“the 2017 Agreement”) with IWP.⁴ Although the terms of the 2017 Agreement provided that the consideration being paid to Keches (\$4,000 per month) was only for “plac[ing] a direct link to IWP’s website on Keches’s website for informational purposes about pharmacy services,” the true purpose of the agreement was to buy referrals of Keches clients. In an email from Keches Managing Partner Sean Flaherty to Seth Elin (another Keches Partner) leading up to the Marketing Agreement, Flaherty confirmed: “The issue isnt [sic] whether the traffic on our website justifies it. What Will justify it is them getting 40 cases a month.”⁵ Accordingly, Flaherty ordered Keches workers’ compensation attorneys to send clients “in need of a Pharmacy Solution . . . to IWP only for right now”⁶ and suggested that each workers’ comp attorney should be sending IWP “1-2 cases a month for sure.”⁷

⁴ 2017-02-14 Marketing Agreement, KLG000001-04 (Exhibit 1).

⁵ 2017-01-19 Email from Sean Flaherty, KLG000071 (Exhibit 2).

⁶ 2017-03-02 Email from Sean Flaherty, KLG000144 (Exhibit 3).

⁷ *Id.*

16. At the outset of the deal, Elin told IWP that Keches “wrote up material to advocate for the use of your pharmacy” but had added a link to its website for another pharmacy “we have no relationship with . . . so that there is no suggestion we are exclusively sending you our leads.”⁸

17. Within a few months of entering the 2017 Agreement, Keches was struggling to send IWP the expected “40 cases a month.”

18. Internal Keches emails reflect that Keches attorneys were concerned that IWP would terminate the 2017 Agreement. In April 2017, Flaherty’s assistant emailed “all Workers Comp Staff” to remind them that they should be sending IWP “at least 1-2 cases per month.”⁹ John Uniac, Keches’s Vice President for Marketing & Strategic Alliances, later sent an email to emphasize that Keches needed to “do whatever we can to keep this deal alive.”¹⁰

19. In May 2017, Elin expressed concern to Flaherty and Uniac that Keches employees were not working hard enough to convince clients to use IWP, warning “We could lose this.”¹¹ Elin later explained, “This isn’t good, [IWP is] bitching and now May sucks.”¹² Shortly thereafter, Flaherty instructed Keches employees that “By Tuesday, everyone must send 1 person over to IWP. No exceptions. By doing this, we will hit our # for the month.”¹³ Keches employees followed the order, and Keches hit 41 referrals for the month in the next four days.¹⁴

20. IWP terminated the 2017 Agreement early, in June 2017. Thereafter, Elin suggested to Flaherty that Keches stop sending IWP any referrals, explaining that “[a]fter they see none from us for awhile” he would “try to get the deal going again.”¹⁵ Flaherty agreed, and then his

⁸ 2017-02-28 Email from Seth Elin, KLG000132 (Exhibit 4).

⁹ 2017-04-18 Email from Jennifer Medeiros, KLG000157 (Exhibit 5).

¹⁰ 2017-05-22 Email from John Uniac, KLG000172 (Exhibit 6).

¹¹ 2017-05-19 Email from Seth Elin, KLG000173 (Exhibit 6).

¹² 2017-05-23 Email from Seth Elin, KLG000171 (Exhibit 6).

¹³ 2017-05-26 Email from Jennifer Medeiros, KLG000179 (Exhibit 7).

¹⁴ 2017-05-30 Email from Sean Flaherty, KLG000178 (Exhibit 7).

¹⁵ 2017-06-02 Email from Seth Elin, KLG000188 (Exhibit 8).

assistant emailed the workers' comp employees to instruct them not to send referrals to IWP, and further instructed them to "keep a list of cases at your desks until further notice."¹⁶

21. Pursuant to the 2017 Agreement, Keches accepted from IWP four monthly payments of \$4,000 each for March, April, May and June, totaling \$16,000.

22. Keches referred at least 150 clients to IWP pursuant to the 2017 Agreement.

The 2018 Agreement

23. In January 2018, Keches got the deal going again—this time, without a written agreement. Instead of paying a set amount each month, IWP agreed to pay for \$36,000-worth of Keches's social events over a year ("the 2018 Agreement").¹⁷

24. Internal Keches emails during the period of the 2018 Agreement reveal Keches's understanding that IWP was paying for Keches to refer at least 30 of its clients to IWP each month. For example, Lisa Mullaney, an executive assistant at Keches, wrote to attorneys Sean Flaherty and Seth Elin, "We are at 23 referrals to IWP," to which Elin responded, "Great, need 7 next week."¹⁸

25. An internal Keches email suggests Keches asked IWP to increase to \$48,000 the annual consideration it was providing, based on Flaherty's "understanding that [Keches] is providing more in benefit to IWP as a firm than we originally thought we could."¹⁹

26. Under the 2018 Agreement, IWP ultimately paid for Keches social events costing more than \$74,000, including \$11,000 for an "X1 racing" event in April 2018, more than \$16,000 for a yacht outing (and limousines to take the Keches employees to the yacht) in June 2018, almost

¹⁶ 2017-06-30 Email from Jennifer Medeiros, KLG000191 (Exhibit 9).

¹⁷ 2018-03-09 Email from Seth Elin, KLG000241 (Exhibit 10).

¹⁸ 2018-02-23 Emails from Lisa Mullaney and Seth Elin, KLG000235 (Exhibit 12).

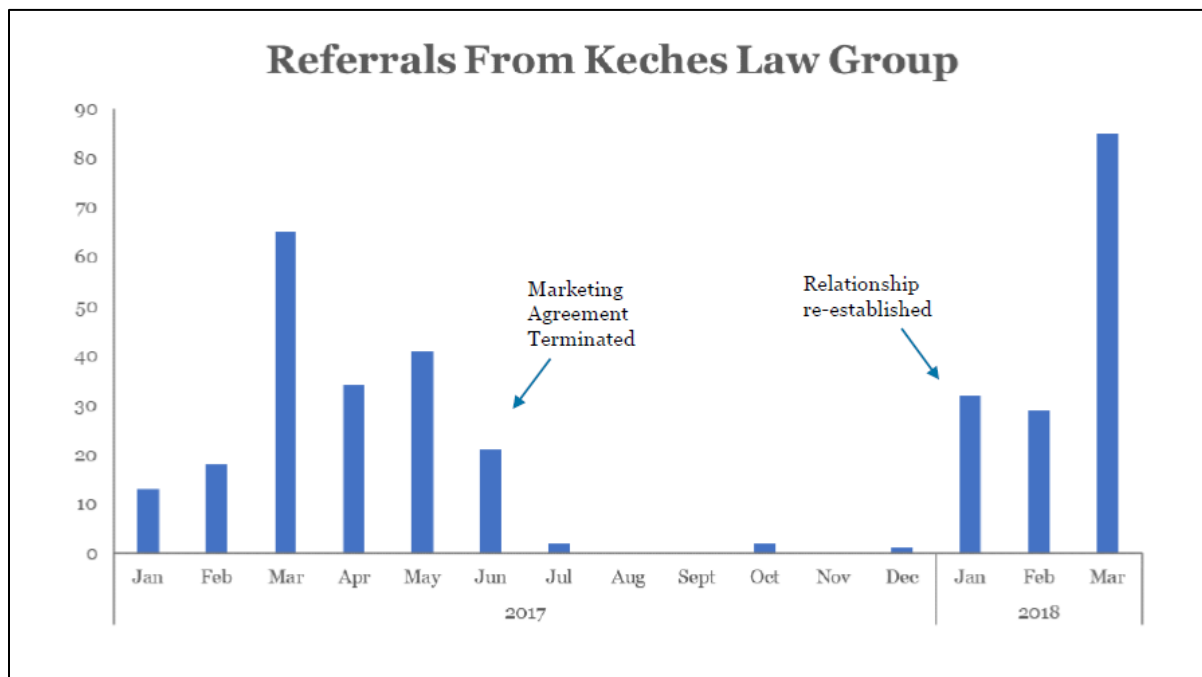
¹⁹ 2018-06-28 Email from Larrel Machie, KLG000020 (Exhibit 13).

\$12,000 for an “Attorney’s Dinner” in October 2018, almost \$24,000 for a “Holiday Luncheon” in December 2018, and more than \$9,000 for a “CBS Sporting Club” event in April 2019.²⁰

27. Keches referred at least 680 clients to IWP pursuant to the 2018 Agreement.

Impact of the 2017 and 2018 Agreements

28. An April 2018 report prepared by IWP staff for IWP’s Board of Directors reflected the stark impact of IWP’s kickback arrangements with Keches on the flow of referrals:



Excerpt of Presentation to Injured Workers Pharmacy Board of Directors, Apr. 25, 2018

29. Keches accepted more than \$90,000 in kickbacks from IWP in exchange for referring at least 800 clients to IWP under the 2017 and 2018 Agreements.

30. Clients Keches referred to IWP in exchange for kickbacks under the 2017 and 2018 Agreements generated over \$1.2 million in revenue for IWP.

31. Keches failed to disclose to its clients Keches’s financial interest in their referrals.²¹

²⁰ 2019-04-19 Email from Jenna Kunze, KLG000029 (Exhibit 11).

²¹ In January 2018, Sean Flaherty emailed the Keches intake department a script to use to promote IWP to Keches clients. See 2018-01-17 email from Sean Flaherty, KLG000201 (Exhibit 14). In January 2019, the intake

32. The integrity of a law firm, and the independence of recommendations for services, have “the tendency or capacity to influence the decision of reasonable buyers or reasonable prospective buyers.” The failure to disclose the unlawful kickback scheme was a material omission in Keches’s communications with its clients and prospective clients.²²

V. CLAIM

COUNT ONE UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN VIOLATION OF G.L. c. 93A, § 2

33. The Commonwealth realleges each allegation above.

34. G.L. c. 93A, § 2 declares unlawful “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

35. G.L. c. 93A, § 4 authorizes the Attorney General to bring an action to enjoin a defendant from engaging in a method, act, or practice that violates G.L. c. 93A, § 2, as well as to seek “such other orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of such unlawful method, act or practice any moneys or property, real or personal, which may have been acquired by means of such method, act, or practice. If the court finds that a person has employed any method, act or practice which he knew or should have known to be in violation of said section two, the court may require such person to pay to the commonwealth a civil penalty of not more than five thousand dollars for each such violation and also may require the said person to pay the

department was provided another script. *See* 2019-01-28 email from Kasey Stankewicz, KLG000024-25 (Exhibit 15). Neither script disclosed that Keches had a business relationship with IWP or a financial interest in the referrals.
²² *See* 940 Code Mass. Regs § 6.01 (defining “Material Representation”); 940 Code Mass. Regs. § 6.03 (unfair or deceptive representation may result from seller omitting or obscuring a material fact).

reasonable costs of investigation and litigation of such violation, including reasonable attorneys' fees."

36. Keches engaged in unfair or deceptive acts or practices in the conduct of trade or commerce in violation of G.L. c. 93A, § 2 by, without limitation:

- a. referring its clients to IWP in exchange for kickbacks;
- b. failing to disclose to its clients that it was receiving kickbacks that influenced its referrals;²³ and
- c. accepting kickbacks in exchange for referring clients covered by "health care insurers" as defined in G.L. c. 175H, § 1, in violation of G.L. c. 175H, § 3.

37. Each kickback received by Keches and each patient and prescription referred by Keches during the period of the illegal kickback arrangements was a separate violation of G.L. c. 93A.

38. Keches's conduct was knowing and willful.

39. Keches's conduct occurred in trade or commerce.

40. Each unfair or deceptive act was a distinct violation of G.L. c. 93A.

41. On April 14, 2020, the Attorney General notified Keches Law Group of her intention to file this suit and offered them an opportunity to confer, in conformance with G.L. c. 93A.

VI. PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests that this Court grant the following relief after a trial on the merits:

- a. Declare that Keches violated G.L. c. 93A, § 2;

²³ See Mass. R. Prof. C. 1.7(a): Conflict of interest: Current Clients ("A concurrent conflict of interest exists if . . . the representation of one or more clients will be materially limited by the lawyer's responsibilities to . . . a third person or by a personal interest of the lawyer."). Comment 10 to that rule states, in relevant part: "In addition, a lawyer may not allow related business interests to affect representation, for example, by referring clients to an enterprise in which the lawyer has an undisclosed financial interest."

- b. Permanently enjoin Keches from further violations of G.L. c. 93A, § 2;
- c. Order Keches to pay a civil penalty of up to \$5,000 for each violation of G.L. c. 93A;
- d. Order Keches to pay restitution to its clients for any ascertainable loss they suffered as a result of Keches's violations of G.L. c. 93A, § 2;
- e. Award the Attorney General's Office the reasonable costs of investigation and litigation of such violations, including reasonable attorney's fees; and
- f. Grant such other relief for the Commonwealth as the Court deems just and proper.

Dated: September 24, 2020

Respectfully Submitted,
COMMONWEALTH OF MASSACHUSETTS
By its Attorney
MAURA HEALEY
ATTORNEY GENERAL



Gillian Feiner, BBO No. 664152
Senior Enforcement Counsel
Matthew Lashof-Sullivan, BBO No. 695922
Office of the Attorney General
Health Care & Fair Competition Bureau
One Ashburton Place
Boston, MA 02108
Tel: 617-963-2571
gillian.feiner@mass.gov

EXHIBIT 1

MARKETING AGREEMENT

This Marketing Agreement (the "Agreement") is made effective as of the 14th day of February, 2017, by and between Keches Law Group, P.C. ("Keches"), a professional corporation with a principal place of business at 122 Dean Street, Taunton, MA 02780, and INJURED WORKERS PHARMACY, LLC, a Massachusetts limited liability company with a principal place of business at 300 Federal Street, Andover, Massachusetts 01810 ("IWP") (together "Parties").

WHEREAS, IWP operates a national home delivery pharmacy to serve the needs of injured workers and other patients;

WHEREAS, Keches is a Massachusetts based and licensed law firm specializing in workers' compensation;

WHEREAS, IWP desires to advertise the availability of their services on Keches' website (www.kecheslaw.com);

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the parties agree as follows:

1. Keches' Obligations. Keches, or a Keches designee, shall place a direct link to IWP's website on Keches' website for informational purposes about pharmacy services. The reference to IWP is non-exclusive, meaning that the client can utilize any pharmacy to satisfy the client's prescription needs. At no time is a client or prospective client of Keches required to enroll or utilize IWP's services.

2. Independent Judgment. Nothing stated in this Agreement in any way affects or modifies in any way Keches' obligation to render independent professional advice to its clients and IWP acknowledges that it has no role of any kind in Keches' rendering legal advice to its clients.

3. Confidentiality. At no time shall Keches share with IWP any client information protected by Rule 1.6 of the Massachusetts Rules of Professional Conduct, unless the client consents.

4. IWP's Obligations. In consideration for placement of IWP's website link on Keches' website as set forth herein, IWP shall pay Keches a fixed fee of \$4,000 per month. Such payment shall cover all expenses. The Marketing Fee constitutes the parties negotiated agreement regarding the fair market value of the services furnished pursuant to this Agreement.

5. Exclusivity. The Parties agree that this is a nonexclusive arrangement.

6. Insurance. At all times during the term of this Agreement, including any renewals or extensions thereof, each party shall procure and maintain appropriate general liability insurance,

professional liability insurance, workers compensation insurance, and such other insurance as shall be necessary for the proper operation of their respective businesses. Each party shall, upon request, provide to the other party proof of such insurance coverage.

7. Indemnification. Both parties agree to indemnify and hold harmless the other party from and against any and all losses, claims, damages, expenses of litigation, including reasonable attorney's fees brought by third parties of whatever nature, to the extent caused by the negligent act, omission, intentional misconduct of, or breach of this Agreement by either party. This provision shall survive any termination of this Agreement.

8. Scope of Services. Keches sole obligation under this Agreement is to create a direct link on its website to IWP. Keches undertakes no other obligation to IWP or any other person in connection with this Agreement.

9. Governing Law. This Agreement shall be governed by, construed under and its validity determined by the laws of the Commonwealth of Massachusetts.

10. Waiver. The failure of any party to insist in any one (1) or more instance on strict performance of any of the terms or conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such or other terms, conditions, rights or privileges, but the same shall continue to remain in full force and effect.

11. Notices. All notices to be given under this Agreement shall be in writing and may be personally served upon the parties hereto or may be served by depositing the same in the United States mail with first class postage affixed, or delivered by reputable overnight delivery service, to the parties at their addresses listed above or at such other addresses as such parties shall designate in accordance with this notice provision.

12. Relationship of Parties. The relationship of the parties shall be that of independent contractors, and nothing in this Agreement shall be construed to create any other legal relationship. Keches shall conduct and represent itself at all times as an independent contractor of IWP, and not as an employee of IWP. Keches shall have no authority to bind IWP as an agent, partner or employee.

13. Term and Termination.

A. The term of this Agreement shall be twelve (12) months commencing on the date first written above.

B. Either party may terminate this Agreement at any time and for any reason, with or without cause, upon thirty (30) days prior written notice to the other party.

14. Confidentiality.

A. "Confidential Information" is information relating to the terms of this Agreement, reports under this Agreement, financial statements, analyses, financial projections, business plans, marketing plans, listings, contractual obligations and terms thereof, components of intellectual property, designs, customers, patients, patient information (whether or not protected under HIPAA) and any other information of a secret, confidential, or proprietary nature relating to a party's business, operations, projects, finances, technical, or promotional plans, including but not limited to any such information generated in the performance of this Agreement. Confidential Information does not include any information that: (a) is or becomes generally known or available by publication, commercial use, or otherwise through no fault of a party; (b) is lawfully obtained from a third party who has the right to make such disclosure; (c) is released for publication by the owner; (d) is independently developed by a party without access to the Confidential Information; or (e) is required to be disclosed by law, regulation or a valid court order.

B. Neither party shall, during and for a period of five (5) years following the termination or expiration of this Agreement use, directly or indirectly, for its own benefit or for the benefit of a third party, nor disclose, transfer, or in any way divulge, directly or indirectly, to a third party any Confidential Information of the other party, under any circumstances or by any means, without the prior written consent of the other party.

C. All Confidential Information remains the property of the party providing same and no license or other rights in the Confidential Information is granted hereby, except as provided for in this Agreement.

D. Immediately upon the completion or termination of this Agreement, the parties agree to return, at the other party's written request, all Confidential Information of the other party, in whatever form, and whole or partial copies thereof.

E. Each party will report to the other party any attempt by a third party, including any third party purporting to exercise governmental authority by subpoena or otherwise, to obtain data or gain access to the other party's Confidential Information. Each party will notify the other party of any subpoenas issued to it arising out of or relating to this Agreement in a time sufficient to allow the other party to review the subpoena and respond by motion to quash or other applicable motion if necessary.

15. Compliance with Laws. All services rendered hereunder by Keches shall be rendered in a competent and professional manner and to the best of Keches' ability and in accordance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies having jurisdiction over IWP and Keches. Keches shall not engage in any unlawful or unethical activities with respect to Keches' services hereunder.

16. Assignment. This Agreement may not be assigned by Keches without the prior written consent of IWP.

17. Entire Agreement. This Agreement is the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof, and no change, alteration or modification hereof may be made except in writing signed by both parties hereto. The headings in this Agreement are for convenience of reference only and shall not be considered part of this Agreement nor limit or otherwise affect the meaning hereof.

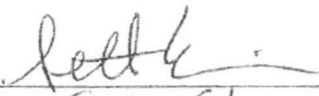
18. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

19. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written, intending this document to take effect as a sealed instrument.

KECHES LAW GROUP, P.C.

IWP, LLC.

By: 
Name: Seth Elia
Title: Partner
Date: 2/14/17

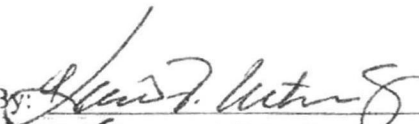
By: 
Name: KENNETH F. MARTINSON
Title: CEO
Date: 2/17/17

EXHIBIT 2

Seth Elin

From: Sean Flaherty
Sent: Thursday, January 19, 2017 10:38 AM
To: Seth Elin
Cc: John Uniac
Subject: Re: Marketing Agmt Changes from Maffei

The issue really isnt whether the traffic on our website justifies it. What Will justify it is them getting 40 cases a month.

Sent from my iPhone

On Jan 19, 2017, at 10:35 AM, Seth Elin <SElin@kecheslaw.com> wrote:

Still waiting on iwp. I followed up twice, most recently on Tuesday. They're still waiting for some type of marketing Consulting Group to respond as to whether the traffic on our website seems sufficient to justify their marketing deal.

Seth J. Elin

Please excuse any possible errors contained in this message as it was sent from my hand held device. The communications contained in this message are privileged and protected. If you received this message in error please destroy it and notify myself of the error.

----- Original message -----

From: Sean Flaherty <SFlaherty@kecheslaw.com>
Date: 1/19/17 10:31 AM (GMT-05:00)
To: Seth Elin <SElin@kecheslaw.com>
Cc: John Uniac <JUniac@kecheslaw.com>
Subject: Fwd: Marketing Agmt Changes from Maffei

Seth

As you can see were pretty close please take a look at Tom Maffie's comment and let the people that lwp know that we should be ready to roll on this relatively soon like February 1

The next step is working with John Uniac to find out how are Best going to accomplish getting them 40 cases.

To: Sean Flaherty <SFlaherty@kecheslaw.com>
Subject: Marketing Agmt Changes from Maffei

Jenn Medeiros
Legal Assistant to Sean C. Flaherty, Esq.

EXHIBIT 3

Seth Elin

From: Sean Flaherty
Sent: Thursday, March 02, 2017 3:38 PM
To: Boaz Levin; Brian C. Cloherty; Brian Sullivan; Celina F. Canuto; Christopher M. Hendricks; George N. Keches; Jennifer M. Medeiros; John J. Manning; Judi Gray; Karen S. Hambleton; Kaylene M. Crum; Kimberly M. Goodby; Lauren Van Iderstine; Patrick F. Keady; Nicole C. Conti; Ronald F. Belluso; Sean Flaherty; Seth Elin; Stephanie M. Lima; Tanya M. Ventura; Theresa Marshall; Valeri Cappiello; Debbie Dumont; Ashley L. Westgate; Lyxandra T. Perez
Subject: IWP (IMPORTANT)

To all Workers Comp Staff:

As I alluded to in a recent email we have begun a new relationship with Injured Worker Pharmacy and as a result I would ask that when you have a client that is in need of a Pharmacy Solution that we send that case to IWP only for right now.

When you have a client that needs the service please send an email with the clients information to enroll@iwpharmacy.com (enrollment center) and CC email jkunze@iwpharmacy.com.

Furthermore please cc me and Laura Wong so that we can keep track of how many we are sending. Obviously clients that are on prescription meds are the best fit for IWP. Remember clients who are having meds denied are also perfect for IWP.

IWP will need the clients basic bio information and comp insurance info. Please also tell your client that IWP will be calling them to get more info.

I would think each comp lawyer should be sending 1-2 cases a month for sure.

Recap: For now only use IWP for prescriptions for clients.

Send 1-2 per atty per month

Cc: all parties noted above

Sean C. Flaherty
Partner

Direct Dial 508-821-4329
Tel 508-822-2000
Fax 508-822-8022
sflaherty@kecheslaw.com

KILIG

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EXHIBIT 4

Seth Elin

From: Ken Martino <kmartino@iwpharmacy.com>
Sent: Wednesday, March 01, 2017 5:34 AM
To: Seth Elin; Jenna Kunze
Subject: RE: IWP Keches

Seth,

Thanks for the update. Please start the process of sending in the referrals today.

I will submit a Payment Order to have the co-marketing fee sent to Keches on a monthly basis. If you can provide the information on who to direct the payment to within Keches Law that would be appreciated. I would need the Name of who to make the check out to, the address to send it to and the person to direct it to (Attention To).

If you have any questions, please let me know. We look forward to working with you.

Regards. Ken

From: Seth Elin [mailto:SElin@kecheslaw.com]
Sent: Tuesday, February 28, 2017 4:57 PM
To: Ken Martino; Jenna Kunze
Subject: IWP Keches

Hi Ken,

We created an entire page on our site for pharmacies. While we have no relationship with Summit, we added them to the page so that there is no suggestion we are exclusively sending you our leads. Attached is the link. As you will see, we wrote up material to advocate for the use of your pharmacy. Assuming this meets with your approval, we are ready to start sending you leads tomorrow. We are going to send the referrals to enroll@iwpharmacy.com with a CC to Jenna's email.

<https://www.kecheslaw.com/receiving-continuous-medications.html> is the DIRECT LINK TO PAGE

How would you like to make your contribution to the joint marketing plan?

Seth

From: Ken Martino [mailto:kmartino@iwpharmacy.com]
Sent: Monday, February 27, 2017 10:52 AM
To: Seth Elin <SElin@kecheslaw.com>; Jenna Kunze <jkunze@iwpharmacy.com>
Cc: Mark Doherty <mdoherty@iwpharmacy.com>
Subject: RE: Iwp Keches

Seth,

I think we are on our end. If you have the page set-up on the website we should be good to go.

Regards. Ken

From: Seth Elin [<mailto:SElin@kecheslaw.com>]
Sent: Monday, February 27, 2017 10:26 AM
To: Jenna Kunze; Ken Martino
Cc: Mark Doherty
Subject: RE: Iwp Keches

I just confirmed, this will not be a problem. Are we all set to start March 1?

Seth J. Elin

Please excuse any possible errors contained in this message as it was sent from my hand held device. The communications contained in this message are privileged and protected. If you received this message in error please destroy it and notify myself of the error.

----- Original message -----

From: Jenna Kunze <jkunze@iwpharmacy.com>
Date: 2/27/17 9:58 AM (GMT-05:00)
To: Seth Elin <SElin@kecheslaw.com>, Ken Martino <kmartino@iwpharmacy.com>
Cc: Mark Doherty <mdoherty@iwpharmacy.com>
Subject: RE: Iwp Keches

Seth,

I'm thinking the best way of handling this would be to have all referrals from Keches Law to IWP be emailed directly to enroll@iwpharmacy.com (enrollment center) and CC my email jkunze@iwpharmacy.com. This way I can keep a close eye on all referrals to make sure they are converting.

The data we will need for each referral is basic patient and insurance information. The face sheet you generally submit to me for referrals works perfectly.

Kindly let me know if you have any questions or issues with this.

Jenna

From: Seth Elin <SElin@kecheslaw.com>

Date: February 27, 2017 at 9:45:27 AM EST

To: Ken Martino <kmartino@iwpharmacy.com>, Jenna Kunze <jkunze@iwpharmacy.com>

Cc: Mark Doherty <mdoherty@iwpharmacy.com>

Subject: RE: Iwp Keches

Hi Jenna,

We want to finalize implementation this morning. Per Ken's email this morning, could you provide me as soon as possible the information regarding where you want the inquiries sent, and what data should be provided.

Sorry to be difficult, but an immediate response would be appreciated.

Seth J. Elin

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----- Original message -----

From: Ken Martino <kmartino@iwpharmacy.com>

Date: 2/27/17 5:04 AM (GMT-05:00)

To: Seth Elin <SElin@kecheslaw.com>, Jenna Kunze <jkunze@iwpharmacy.com>

Cc: Mark Doherty <mdoherty@iwpharmacy.com>

Subject: RE: Iwp Keches

Seth,

Sorry but, I did not get your email from last week.

Jenna can provide you with the instructions on potential patient referrals – we have an implementation packet that should contain all of the information.

If there are any questions, please let Jenna or I know.

Regards. Ken

From: Seth Elin [<mailto:SElin@kecheslaw.com>]
Sent: Sunday, February 26, 2017 5:14 PM
To: Ken Martino; Jenna Kunze
Subject: Iwp Keches

Hello Ken,

I sent an email last week, but I fear something went wrong on my end, so I am trying again.

Could you please identify where you would like us to send our leads. Also, please let me know what information you would like us to provide iwp regarding our clients (name, phone number, etc.).

Thank you for your attention to this matter.

Seth J. Elin

Please excuse any possible errors contained in this message as it was sent from my hand held device. The communications contained in this message are privileged and protected. If you received this message in error please destroy it and notify myself of the error.

EXHIBIT 5

Seth Elin

From: Jennifer M. Medeiros
Sent: Tuesday, April 18, 2017 12:04 PM
To: Ronald F. Belluso; Theresa Marshall; Joseph F. Culgin; Kathryn R. Martin; Judi Gray; Stephanie M. Lima; Karen S. Hambleton; Debbie Dumont; Christopher M. Hendricks; Valeri Cappiello; Patrick F. Keady; Yadira M. Gonzalez; Boaz Levin; Meagan R. Marques; Lauren Van Iderstine; Ashley L. Westgate; Chrissy M. Correia; January S. Margie; Brian C. Cloherty; Kimberly M. Goodby; Kaylene M. Crum; Megan E. Osterman; Seth Elin; Celina F. Canuto; John J. Manning; Brian Sullivan; Tanya M. Ventura; Lyxandra T. Perez; Griffin F. Hanrahan; Tim Cellino; Brigitte R. Cellino; Joseph A. Clark; Robert J. Ciraface; Laura I. Wong; Kimberly McGowan; Tanya L. Figueroa; Victoria A. DiMuzio; Sean Flaherty; John Uniac
Subject: IWP

Hey guys,

Just a reminder to be setting up clients with IWP for their prescriptions. Per Sean's email from 3/2/2017, every attorney should be sending at least 1-2 cases per month.

To set up a new client, email the client's info and WC info (if you know it) to: enroll@iwpharmacy.com, Jenna Kunze jkunze@iwpharmacy.com, Laura, Sean, Uniac and Seth.

Thank you!

Jenn Medeiros
Legal Assistant to Sean C. Flaherty, Esq.

Jennifer M. Medeiros
Legal Secretary

Direct Dial 508-821-4329
Tel 508-822-2000
Fax 508-822-8022
jmedeiros@kecheslaw.com



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EXHIBIT 6

Seth Elin

From: Sean Flaherty
Sent: Tuesday, May 23, 2017 9:13 AM
To: Seth Elin
Cc: John Uniac
Subject: Re: IWP
Attachments: image001.png

We need to Rally the troops I will take care of that tonite.

Sent from my iPhone

On May 23, 2017, at 9:01 AM, Seth Elin <SElin@kecheslaw.com> wrote:

This isn't good, they're bitching and now May sucks. This is the last week in May. We need the comp attorneys send over some cases asap.

Seth J. Elin

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----- Original message -----

From: "Laura I. Wong" <LWong@kecheslaw.com>
Date: 5/23/17 8:47 AM (GMT-05:00)
To: Seth Elin <SElin@kecheslaw.com>, John Uniac <JUniac@kecheslaw.com>, Sean Flaherty <SFlaherty@kecheslaw.com>
Cc: "Jennifer M. Medeiros" <jmedeiros@kecheslaw.com>
Subject: RE: IWP

Yes, so far we've sent over **18 in May** and **37 in April**.

I was OOO on Friday.

Thanks,

Laura

From: Seth Elin
Sent: Monday, May 22, 2017 5:05 PM
To: John Uniac <JUniac@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>
Cc: Jennifer M. Medeiros <jmedeiros@kecheslaw.com>; Laura I. Wong <LWong@kecheslaw.com>
Subject: RE: IWP

Laura,

Did you look up how many we sent over in April and how many so far in May? Thanks.

Seth

From: John Uniac

Sent: Monday, May 22, 2017 3:30 PM

To: Seth Elin <SElin@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>

Cc: Jennifer M. Medeiros <jmedeiros@kecheslaw.com>; Laura I. Wong <LWong@kecheslaw.com>

Subject: RE: IWP

Hey Seth

We want to do whatever we can to keep this deal alive.

1. Is this the first issue with someone hanging up? We have sent over almost 100 leads and this is the first I have heard. Is it an issue that someone does not want to use them or guessing the manner this lead told them no? The call center does tell them someone from IWP will call and explains most times why the service is useful.
2. You mentioned they are converting around 25% ? What are they thinking is a successful conversion % Are they complaining about this conversion %
3. Can you find out what they feel an average person using there service is worth to them?

Let me know whatever I can do. I would be more than happy to jump on a call with you and IWP to better understand and then relay and coach the intake team.

JU

From: Seth Elin

Sent: Friday, May 19, 2017 3:57 PM

To: Sean Flaherty <SFlaherty@kecheslaw.com>

Cc: Jennifer M. Medeiros <jmedeiros@kecheslaw.com>; Laura I. Wong <LWong@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>

Subject: RE: IWP

Great

Seth J. Elin

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----- Original message -----

From: Sean Flaherty <SFlaherty@kecheslaw.com>

Date: 5/19/17 3:41 PM (GMT-05:00)

To: Seth Elin <SElin@kecheslaw.com>

Cc: "Jennifer M. Medeiros" <jmedeiros@kecheslaw.com>, "Laura I. Wong" <LWong@kecheslaw.com>, John Uniac <JUniac@kecheslaw.com>

Subject: Re: IWP

Seth let's talk with You me and Uniac and the intake team next week

Sent from my iPhone

On May 19, 2017, at 2:30 PM, Seth Elin <SElin@kecheslaw.com> wrote:

Laura,

Do you know how many referrals we sent over to IWP in April and May? Thanks.

Seth

From: Jennifer M. Medeiros
Sent: Friday, May 19, 2017 3:28 PM
To: Seth Elin <SElin@kecheslaw.com>
Cc: Laura I. Wong <LWong@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>
Subject: RE: IWP

It's all set. He didn't follow thru before and is now. That's all. And yes.. I talk to my clients.

From: Seth Elin
Sent: Friday, May 19, 2017 3:26 PM
To: Jennifer M. Medeiros <jmedeiros@kecheslaw.com>
Cc: Laura I. Wong <LWong@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>
Subject: IWP

So why did we send over?

What are we saying to these potential clients before sending them? I'm surprised he would hang up on IWP if we are making a referral and recommendation. I am getting the sense that IWP is unhappy with the number of conversions it is getting from our leads and is contemplating ending the agreement. If the conversions are poor that is likely on us spending insufficient time or explaining poorly before sending the person over. Or maybe we are doing those things sufficiently and our clients just don't like the service. We need to explore this asap.

We could lose this.

Seth

From: Jennifer M. Medeiros
Sent: Friday, May 19, 2017 3:19 PM
To: Seth Elin <SElin@kecheslaw.com>; Jenna Kunze <jkunze@iwpharmacy.com>; Enroll (Referrals Only) <enroll@iwpharmacy.com>
Cc: Laura I. Wong <LWong@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>
Subject: RE: New

Not a new injury. I talked to Jenna.

From: Seth Elin
Sent: Friday, May 19, 2017 3:13 PM
To: Jenna Kunze <jkunze@iwpharmacy.com>; Jennifer M. Medeiros <jmedeiros@kecheslaw.com>; Enroll (Referrals Only) <enroll@iwpharmacy.com>
Cc: Laura I. Wong <LWong@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>
Subject: RE: New

You should reach out again as it is a year later and likely a new injury

From: Jenna Kunze [mailto:jkunze@iwpharmacy.com]
Sent: Friday, May 19, 2017 3:10 PM
To: Jennifer M. Medeiros <jmedeiros@kecheslaw.com>; Enroll (Referrals Only) <enroll@iwpharmacy.com>
Cc: Seth Elin <SElin@kecheslaw.com>; Laura I. Wong <LWong@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>
Subject: Re: New

Hi Jen,

Just a heads up - **Client Info** was actually referred to IWP on 8-26-16 and refused our services.

Thanks,

Jenna Kunze, BDM
Injured Workers Pharmacy
(978) 758-9475

From: Jennifer M. Medeiros <jmedeiros@kecheslaw.com>
Date: May 19, 2017 at 1:19:06 PM EDT
To: Enroll (Referrals Only) <enroll@iwpharmacy.com>, Jenna Kunze <jkunze@iwpharmacy.com>
Cc: Sean Flaherty <SFlaherty@kecheslaw.com>, Laura I. Wong <LWong@kecheslaw.com>, John Uniac <JUniac@kecheslaw.com>, Seth Elin <SElin@kecheslaw.com>
Subject: New

Client Info
[REDACTED]
[REDACTED]

Client Info

Client Info

Jenn Medeiros,
Legal Assistant to Sean C. Flaherty, Esq.

<image001.png>

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EXHIBIT 7

Seth Elin

From: Sean Flaherty
Sent: Tuesday, May 30, 2017 5:46 PM
To: Seth Elin
Cc: Laura I. Wong
Subject: Re: IWP
Attachments: image001.png

Yes 41

Sent from my iPhone

On May 30, 2017, at 5:38 PM, Seth Elin <SElin@kecheslaw.com> wrote:

Did we hit 40?

Seth J. Elin

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----- Original message -----

From: "Jennifer M. Medeiros" <jmedeiros@kecheslaw.com>
Date: 5/30/17 4:02 PM (GMT-05:00)
To: "Ronald F. Belluso" <RBelluso@kecheslaw.com>, "Joseph F. Culgin" <JCulgin@kecheslaw.com>, Judi Gray <JGray@kecheslaw.com>, "Karen S. Hambleton" <KHambleton@kecheslaw.com>, "Christopher M. Hendricks" <CHendricks@kecheslaw.com>, "Patrick F. Keady" <PKeady@kecheslaw.com>, Debbie Dumont <DDumont@kecheslaw.com>, Boaz Levin <BLEvin@kecheslaw.com>, Lauren Van Iderstine <LVanIderstine@kecheslaw.com>, "Brian C. Cloherty" <BCloherty@kecheslaw.com>, "Kaylene M. Crum" <KCrum@kecheslaw.com>, Seth Elin <SElin@kecheslaw.com>, "John J. Manning" <JManning@kecheslaw.com>, Brian Sullivan <BSullivan@kecheslaw.com>
Cc: Theresa Marshall <TMarshall@kecheslaw.com>, "Kathryn R. Martin" <KMartin@kecheslaw.com>, "Stephanie M. Lima" <SLima@kecheslaw.com>, "Chrissy M. Correia" <CCorreia@kecheslaw.com>, Valeri Cappiello <VCappiello@kecheslaw.com>, "Yadira M. Gonzalez" <YGonzalez@kecheslaw.com>, "Meagan R. Marques" <mmarques@kecheslaw.com>, "Ashley L. Westgate" <AWestgate@kecheslaw.com>, "Kimberly M. Goodby" <KGoodby@kecheslaw.com>, "Megan E. Osterman" <MOsterman@kecheslaw.com>, "Celina F. Canuto" <CCanuto@kecheslaw.com>, "Tanya M. Ventura" <TVentura@kecheslaw.com>, "Laura I. Wong" <LWong@kecheslaw.com>, John Uniac <JUniac@kecheslaw.com>
Subject: RE: IWP

I'm sending this because a lot of ppl were left off of Sean's email that he just sent

From: Sean Flaherty

Sent: Tuesday, May 30, 2017 3:47 PM

To: Laura I. Wong <LIWong@kecheslaw.com>; Brian C. Cloherty <BCloherty@kecheslaw.com>; Brian Sullivan <BSullivan@kecheslaw.com>; Ronald F. Belluso <RBelluso@kecheslaw.com>; Theresa Marshall <TMarshall@kecheslaw.com>; Joseph F. Culgin <JCulgin@kecheslaw.com>; Kimberly McGowan <KMcGowan@kecheslaw.com>; Kathryn R. Martin <KMartin@kecheslaw.com>; Judi Gray <JGray@kecheslaw.com>; Stephanie M. Lima <SLima@kecheslaw.com>; Boaz Levin <BLevin@kecheslaw.com>; Meagan R. Marques <MMarques@kecheslaw.com>; Patrick F. Keady <PKeady@kecheslaw.com>; Lauren Van Iderstine <LVanIderstine@kecheslaw.com>; Ashley L. Westgate <AWestgate@kecheslaw.com>; Christopher M. Hendricks <CHendricks@kecheslaw.com>; Victoria A. DiMuzio <VDiMuzio@kecheslaw.com>; Valeri Cappiello <VCappiello@kecheslaw.com>; Tanya M. Ventura <TVentura@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>

Subject: We hit out quota for the IWP!!

Great work to all involved!!!!

Thanks

We can hold off sending cases till the end of the week once we are in a new month

Thanks to everyone that helped!!

Please keep a list at your desk for next months with possible referrals.

From: Jennifer M. Medeiros

Sent: Friday, May 26, 2017 3:36 PM

To: Ronald F. Belluso <RBelluso@kecheslaw.com>; Joseph F. Culgin <JCulgin@kecheslaw.com>; Judi Gray <JGray@kecheslaw.com>; Karen S. Hambleton <KHambleton@kecheslaw.com>; Christopher M. Hendricks <CHendricks@kecheslaw.com>; Patrick F. Keady <PKeady@kecheslaw.com>; Debbie Dumont <DDumont@kecheslaw.com>; Boaz Levin <BLevin@kecheslaw.com>; Lauren Van Iderstine <LVanIderstine@kecheslaw.com>; Brian C. Cloherty <BCloherty@kecheslaw.com>; Kaylene M. Crum <KCrum@kecheslaw.com>; Seth Elin <SElin@kecheslaw.com>; John J. Manning <JManning@kecheslaw.com>; Brian Sullivan <BSullivan@kecheslaw.com>

Cc: Theresa Marshall <TMarshall@kecheslaw.com>; Kathryn R. Martin <KMartin@kecheslaw.com>; Stephanie M. Lima <SLima@kecheslaw.com>; Chrissy M. Correia <CCorreia@kecheslaw.com>; Valeri Cappiello <VCappiello@kecheslaw.com>; Yadira M. Gonzalez <YGonzalez@kecheslaw.com>; Meagan R. Marques <MMarques@kecheslaw.com>; Ashley L. Westgate <AWestgate@kecheslaw.com>; Kimberly M. Goodby <KGoodby@kecheslaw.com>; Megan E. Osterman <MOsterman@kecheslaw.com>; Celina F. Canuto <CCanuto@kecheslaw.com>; Tanya M. Ventura <TVentura@kecheslaw.com>; Laura I. Wong <LIWong@kecheslaw.com>; John Uniac <JUniac@kecheslaw.com>; Sean Flaherty <SFlaherty@kecheslaw.com>

Subject: IWP

Per Sean -

By Tuesday, everyone must send 1 person over to IWP. No exceptions. By doing this, we will hit our # for the month.

Thank you.

Jenn Medeiros,
Legal Assistant to Sean C. Flaherty, Esq.

Jennifer M. Medeiros
Legal Secretary

Direct Dial 508-821-4329
Tel 508-822-2000
Fax 508-822-8022
jmedeiros@kecheslaw.com

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EXHIBIT 8

Seth Elin

From: Sean Flaherty
Sent: Friday, June 02, 2017 4:56 PM
To: Seth Elin
Subject: Re: IWP letter

Ok

Sent from my iPhone

On Jun 2, 2017, at 4:40 PM, Seth Elin <SElin@kecheslaw.com> wrote:

I don't think they fulfilled their end of a 12 month bargain but if you want to send them more cases we can. We did send 65 or something like that the first month. After June I don't think we should send any at all. After they see none from us for a while I will try to get the deal going again.

From: Sean Flaherty
Sent: Friday, June 02, 2017 4:14 PM
To: Seth Elin <SElin@kecheslaw.com>
Subject: Re: IWP letter

OK we will send them some for this month then. I wouldn't want to not fulfill our end of the bargain

Sent from my iPhone

On Jun 2, 2017, at 4:12 PM, Seth Elin <SElin@kecheslaw.com> wrote:

My attitude is fuck em. We gave them 2 for June.

Seth J. Elin

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----- Original message -----

From: Sean Flaherty <SFlaherty@kecheslaw.com>
Date: 6/2/17 3:28 PM (GMT-05:00)
To: Seth Elin <SElin@kecheslaw.com>
Subject: Re: IWP letter

Are we on the hook to give them referrals for the month of June?

Sent from my iPhone

On Jun 2, 2017, at 2:37 PM, Seth Elin <SElin@kecheslaw.com> wrote:

IWP has cancelled the marketing agreement. They gave us 30 days notice and paid us through the end of June (see attached).

The problem is my contact, the CEO Ken Martino either left or was fired about a month after the deal was made. Apparently new management doesn't like the deal.

Please instruct the firm to no longer send IWP any referrals. After they see our cases disappear they hopefully will come back to the agreement.

I am not happy with IWP.

Seth

From: Celina F. Canuto
Sent: Friday, June 02, 2017 2:24 PM
To: Seth Elin <SElin@kecheslaw.com>
Subject: IWP letter
Importance: High

<image001.png>

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<IWP.pdf>

EXHIBIT 9

Seth Elin

From: Jennifer M. Medeiros
Sent: Friday, June 30, 2017 8:07 AM
To: Ashley L. Westgate; Boaz Levin; Brian C. Cloherty; Brian Sullivan; Celina F. Canuto; Chrissy M. Correia; Christopher M. Hendricks; Debbie Dumont; Desiree L. Santiago; Fady T. Beshay; January S. Margie; John J. Manning; John Uniac; Joseph F. Culgin; Judi Gray; Karen S. Hambleton; Kathryn R. Viera; Kaylene M. Crum; Kimberly M. Goodby; Kimberly McGowan; Larrel G. Machie; Lauren Van Iderstine; Lyxandra T. Perez; Meagan R. Marques; Megan E. Osterman; Patrick F. Keady; Raquel C. Camara; Ronald F. Belluso; Sean Flaherty; Seth Elin; Stephanie M. Lima; Tanya L. Figueroa; Tanya M. Ventura; Theresa Marshall; Valeri Cappiello; Victoria A. DiMuzio
Subject: IWP

Good Morning Everyone,

Please see the below per Sean. Thank you.

Relative to IWP. Effective 6/30/2017, we are no longer sending them any cases. We are not using Summit Pharmacy either. So at this point, please keep a list of cases at your desks until further notice. Thank you.

Jenn Medeiros,
Legal Assistant to Sean C. Flaherty, Esq.

Jennifer M. Medeiros
Legal Secretary

Direct Dial 508-821-4329
Tel 508-822-2000
Fax 508-822-8022
jmedeiros@kecheslaw.com

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EXHIBIT 10

Seth Elin

From: Seth Elin
Sent: Friday, March 09, 2018 8:18 AM
To: Larrel G. Machie
Subject: Re: Firm outings

The full amount, up to \$36,000 a year. Have them paying for everything for these first two events and Jenna will likely either arrive at the beginning or just leave us a company credit card so that bar tabs and things like that will also be paid for

Seth J. Elin

Please excuse any possible errors contained in this message as it was sent from my hand held device. The communications contained in this message are privileged and protected. If you received this message in error please destroy it and notify myself of the error.

----- Original message -----

From: "Larrel G. Machie" <LMachie@kecheslaw.com>
Date: 3/9/18 8:15 AM (GMT-05:00)
To: Seth Elin <SElin@kecheslaw.com>
Subject: RE: Firm outings

Thank you.

One more thing, up to what amount are they paying for these outings?

From: Seth Elin
Sent: Thursday, March 08, 2018 3:27 PM
To: Larrel G. Machie <LMachie@kecheslaw.com>
Subject: RE: Firm outings

Let me find out best contact

From: Larrel G. Machie
Sent: Thursday, March 08, 2018 2:30 PM
To: Seth Elin <SElin@kecheslaw.com>
Subject: RE: Firm outings

Looking into F1 Boston (Secretary's Day) & Harbor cruise (summer)

From: Seth Elin
Sent: Thursday, March 08, 2018 2:29 PM
To: Larrel G. Machie <LMachie@kecheslaw.com>
Subject: RE: Firm outings

What are we doing?

From: Larrel G. Machie
Sent: Thursday, March 08, 2018 10:56 AM
To: Seth Elin <SElin@kecheslaw.com>
Subject: Firm outings

Hi Seth,

I was just talking with Sean about Secretary's Day & the Summer Outing. He said IWP was going to pay for our outings this year. He wanted me to reach out to you to get the contact information. How would you like to go about all of this?

Thank you ☺

Larrel G. Machie
Law Firm Administrator

Direct Dial 508-821-4315
Tel 508-822-2000
Fax 508-822-8022
lmachie@kecheslaw.com

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EXHIBIT 11

Lisa Mullaney

From: Jenna Kunze <jkunze@iwpharmacy.com>
Sent: Friday, April 19, 2019 3:41 PM
To: Larrel G. Machie
Subject: Re: Date and time

Thanks! Nope this is all I need!

Jenna Kunze
Business Development Manager
Injured Workers Pharmacy
Cell #978-758-9475

On Apr 19, 2019, at 3:30 PM, Larrel G. Machie <LMachie@kecheslaw.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Absolutely. Do you need anything else:

Our April event is to be held on Thursday, April 25th at CBS Sporting Club in Foxboro, MA from 1:00 to 5:00 pm. There will be approximately 103 KLG employees in attendance. The anticipated approximate cost for the event will be \$11,000/\$12,000. We need a deposit in the amount of \$1,250 called into Brooke Veal at (860) 312-2586 and the remainder will be do at the conclusion of the event.

From: Jenna Kunze [<mailto:jkunze@iwpharmacy.com>]
Sent: Friday, April 19, 2019 3:28 PM
To: Larrel G. Machie <LMachie@kecheslaw.com>
Subject: Date and time

I meant to ask - can you please send me details of the event?

Jenna Kunze
Business Development Manager
Injured Workers Pharmacy
Cell #978-758-9475

Terrance Kennedy fundraiser:
\$1,856.84

April, 2018 Event X1 racing:
Deposit of \$8293.07
Food/Beverage and extra attendees \$1549.79 & \$1239.00
Total of \$11,081.86

June, 2018 Event - Summer outing:
Deposit for Spirit Yacht \$3309.13
Limo to yacht \$1631.70
Yacht cruise \$11,810.79
Total of \$16,751.62

October, 2018 Event - Attorney's Dinner
Total of \$11,968.74

December, 2018 Event – Holiday Luncheon
Total of \$23,858.00

April, 2019 Event – CBS Sporting Club
CBS Sporting Club (food & beverage) - \$9,302.40

ALL ABOVE PAYMENTS MADE DIRECTLY TO THE FACILITIES; NO MONEY RECEIVED BY KLG FROM IWP
FOR THE ABOVE EVENTS

EXHIBIT 12

Seth Elin

From: Seth Elin
Sent: Friday, February 23, 2018 4:50 PM
To: Lisa Mullaney; Sean Flaherty
Subject: RE: IWP update (23)

Great, need 7 next week.

From: Lisa Mullaney
Sent: Friday, February 23, 2018 4:41 PM
To: Sean Flaherty <SFlaherty@kecheslaw.com>; Seth Elin <SElin@kecheslaw.com>
Subject: IWP update (23)

Sean & Seth,

We are at 23 referrals for IWP. Hopefully meeting with Jenna in two weeks will help boost numbers.

Thanks!

Lisa

EXHIBIT 13

Lisa Mullaney

From: Larrel G. Machie
Sent: Thursday, June 28, 2018 8:15 AM
To: Seth Elin
Cc: Sean Flaherty
Subject: IWP

Hi Seth,

I spoke with Sean about the IWP funding of our events. Jenna has been wonderful to work with!!!! Sean indicated that it was his understanding that KLG is providing more in benefit to IWP as a firm than we originally thought we could. Sean remembers you had spoken about speaking to your contact at IWP with regard to potentially increasing the KLG number from \$36,000 to \$48,000, if necessary. We currently only have \$8,166.52 left of the \$36,000 to use for the Attorneys Dinner and the Holiday Luncheon. Could you please update me as to whether you are able to possibly get a funding increase?

Thank you.

Larrel

Larrel G. Machie
Law Firm Administrator

Direct Dial 508-821-4315
Tel 508-822-2000
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lmachie@kecheslaw.com



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EXHIBIT 14

Seth Elin

From: Sean Flaherty
Sent: Wednesday, January 17, 2018 10:53 AM
To: Sean Flaherty; Boaz Levin; John J. Manning; John D. Blaisdell; Kaylene M. Crum; Tim Cellino; Christopher M. Hendricks; Griffin F. Hanrahan; John P. Wilton; Joseph F. Culgin; Judi Gray; Karen S. Hambleton; Lauren Van Iderstine; Patrick F. Keady; Ronald F. Belluso; Timothy A. Nolte; Brian C. Cloherty; Seth Elin; Brian Sullivan
Cc: Lyxandra T. Perez; Meagan R. Mello; Casie C. Houlihan; Brittany N. Crossman; Valeri Cappiello; Stephanie M. Lima; Kathryn R. Viera; Lillian N. Huynh; Chrissy M. Correia; Allison N. Wilson; January S. Margie; Theresa Marshall; Debbie Dumont; Ana R. Oliveira
Subject: RE: Injured Workers Pharmacy Referrals

As a follow-up to my email from last week regarding the Intake Team sending referrals to **Injured Workers Pharmacy**, this is a friendly reminder to feel free to send over medication needs to IWP.

*Please be sure to send them to Lisa Mullaney at lmullaney@kecheslaw.com; OR send directly to enroll@iwpharmacy.com with a cc: to Lisa Mullaney and jkunze@iwpharmacy.com, so that they are tracked accordingly.

Thank you!

Sean

From: Sean Flaherty
Sent: Thursday, January 11, 2018 12:01 PM
Subject: Injured Workers Pharmacy Referrals

Hi Everyone,

Starting this week the Intake Department will be referring clients to the **Injured Workers Pharmacy**. They will be asking if they are taking medication, name of medication and the following script *"The reason we ask about medications as sometimes during a workers compensation claim the insurer always does not approve medications. We use a couple different companies that deliver your medications to your door and continue to send your meds during the course of your workers compensation claim. This is all at no charge to you and you will never have your meds cut off during the process. IWP is one of the companies and they may reach out to you. You are free to get your meds anyway you wish we just like to give our clients the best possible service available to them."*

IWP Enrollment Info
enroll@iwpharmacy.com
1-888-321-7945

When you refer someone to IWP, I ask that you please let my assistant Lisa Mullaney know so that we may track accordingly.

If you have any questions, please do not hesitate to ask.

Thanks!

EXHIBIT 15

Lily J. Malloy

From: Kasey R. Stankewicz <KStankewicz@kecheslaw.com>
Sent: Monday, January 28, 2019 9:24 AM
To: Intake2 Group
Subject: Update/Reminders
Attachments: IWP Script.pdf

Hey Team Happy Monday Its Super Bowl Week!

Some update and reminders below: Also attached is IWP script we can use when we are talking to the clients about IWP and the benefits.

- Please make sure that the spelling of our clients first and last names match Litify and Needles. At times when we clarify spellings it might not update in needles correctly so we should always make sure to check and make the corrections when necessary in both of these areas.
As I mentioned attached is an IWP script we should start using today when offering IWP to our clients and remember to let them know **"IWP will continue to ship your medication to you even if workers' comp denies paying for the medication and IWP"**
- **Insurance disputes should still be going to CAC for review**
- Asking clients how they heard about us. Please make sure we are asking this questions as its very vital to how we know where to assign the source and generating attorneys. We get leads from many sources such as chat, email, LIP, etc. It's very important that we ask this. As always if you are unsure please reach out.

Thanks,

Kasey R. Stankewicz
Intake Center Manager

Direct Dial 508-821-4377
Tel 508-822-2000
Fax 508-822-8022
kstankewicz@kecheslaw.com



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**Want to refer IWP to your client,
but are unsure what to say?
We have you covered!**

*Use the sample script below when calling your clients
to inform them of the benefits of using IWP.*



IWP is a specialty home delivery pharmacy that helps our clients get their prescription medications.

We would like you to use IWP, because they will deliver your workers' comp medications directly to your home and will not require you to pay out of pocket or deal with delays or denials you'll experience at your local pharmacy.

IWP will be contacting you shortly to verify your information and enroll you in their program.

You must enroll with IWP before your medications can be shipped.

There are additional benefits in using IWP, including their ability to provide our firm with important information regarding your medications and cost of care that can impact your settlement.

Do you have any objections or concerns with using IWP as we recommended?

(If NO) Great, I will send IWP your information today. You should receive a phone call from them shortly.