

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

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COMMONWEALTH OF MASSACHUSETTS,	:	
	:	
Plaintiff,	:	Civil Action
	:	No. 20-2188-BLS2
v.	:	
	:	
KECHES LAW GROUP, P.C.	:	
	:	
Defendant.	:	
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CONSENT JUDGMENT

WHEREAS, Plaintiff, the Commonwealth of Massachusetts (“Commonwealth”), acting by and through the Attorney General, alleges that Defendant Keches Law Group, P.C. (“KLG”) violated the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2 by recommending and referring its clients to Injured Workers Pharmacy (“IWP”) for their pharmacy needs in exchange for remuneration, without disclosing in writing its financial interest in the referrals to its clients or obtaining their informed consent in writing;

WHEREAS, on May 17, 2021, this Court (Salinger, J.) denied KLG’s Motion for Summary Judgment holding, *inter alia*, “The summary judgment record makes clear that, at trial, a reasonable fact-finder could find that Keches engaged in an unfair trade practice that violated the Anti-Kickback Statute and thereby violated c. 93A”;

WHEREAS, KLG denies that it violated the law but seeks to resolve the claims alleged in the Complaint by entering into this Consent Judgment (the “Judgment”) without the need for further litigation; and

WHEREAS, for the reasons set forth in the contemporaneously filed Joint Motion for Entry of Judgment by Consent and for the purpose of avoiding prolonged and costly litigation, and in furtherance of the public interest, the Commonwealth and KLG (collectively, the “Parties”) consent to the entry of this Judgment;

NOW, THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED:

I. JURISDICTION AND VENUE

1. This Court shall have continuing subject matter and personal jurisdiction for the purposes of entry, enforcement, and modification of this Judgment or granting such further relief as the Court deems just and proper.

2. Venue in this Court is proper.

II. EFFECT OF JUDGMENT

3. This Judgment fully and finally resolves and disposes of the claims alleged in the Complaint in this matter.

4. The Judgment will, upon its Effective Date, constitute a fully binding and enforceable agreement between the Parties, and the Parties consent to its entry as a final judgment by the Court.

5. This Judgment is entered without any final adjudication of any issue of fact or law other than the legal rulings within the Court’s May 17, 2021 Memorandum And Order Denying Defendant's Motion For Summary Judgment.

6. KLG’s consent to entry of this Judgment is not an admission of liability, and the only facts which KLG admits in connection with this Judgment are set forth in Section III.

III. ADMISSIONS

7. In early 2017, KLG entered into an agreement with IWP. During the duration of that agreement, IWP paid KLG \$4,000 per month, and in exchange KLG agreed to refer clients

or potential clients each month to IWP.

8. In early 2018, KLG and IWP entered another agreement, pursuant to which IWP agreed to pay for \$36,000-worth of KLG's social events over a year, and in exchange, KLG agreed to refer clients each month to IWP.

9. In total, KLG accepted from IWP approximately \$90,000 in exchange for referring approximately 800 clients and potential clients to IWP pursuant to the two agreements, some of whom used IWP's services

10. KLG did not disclose in writing its financial interest in the referrals to the clients and potential clients it referred.

IV. MONETARY RELIEF

11. Judgment shall enter against KLG in the amount of \$300,000, to be paid within ten business days of the date of this Judgment's entry. Of that amount:

- a. \$100,000 shall be credited to the Municipal Naloxone Bulk Purchase Trust Fund established by G.L. c. 29, § 2RRRR.
- b. \$100,000 shall be paid as civil penalties pursuant to G.L. c. 93A, § 4; and
- c. \$100,000 shall be for the Attorney General's reasonable fees and costs.

12. Payment shall be made by wire or certified, treasurer, or bank check in accordance with instructions provided by the Commonwealth.

V. PERMANENT INJUNCTIVE RELIEF

The following injunctive relief shall apply to KLG and those otherwise bound pursuant Mass. R. Civ. P. 65(d):

13. KLG shall comply with all applicable federal and state laws governing compensation for referrals, including but not limited to rules governing the conduct of lawyers.

14. KLG shall clearly and conspicuously disclose to its clients its financial interest, if

any, in any referrals or recommendations it makes for goods and/or services, except that referrals for legal services shall be governed by Mass. R. Prof. C. 1.5.

15. KLG shall obtain the client's informed consent, confirmed in writing, before making any referral or recommendation for which KLG expects to receive compensation, except that referrals for legal services shall be governed by Mass. R. Prof. C. 1.5.

16. Notwithstanding paragraphs 14 and 15, KLG shall not solicit or receive any remuneration, directly or indirectly, overtly or covertly, in cash or in kind in return for purchasing, leasing, ordering or arranging for or recommending purchasing, leasing, or ordering of any good, facility, service, or item for which payment is or may be made in whole or in part by a health care insurer, including any workers' compensation plan, except to the extent expressly permitted under state or federal law.

17. KLG shall maintain records sufficient to demonstrate its compliance with the terms of this Section and will provide such records promptly upon the reasonable request of the Attorney General's Office ("AGO") pursuant to this Judgment.

18. KLG shall cooperate with the AGO during the implementation of this Judgment and any related AGO reviews of compliance undertaken pursuant to this Judgment.

VI. RELEASES

19. Following full payment of the Judgment, the Commonwealth shall release and discharge KLG and its current and former directors, officers, employees, affiliates, successors, and assigns from any and all civil claims which were or could have been brought under G.L. c. 93A or the Massachusetts Anti-Kickback Statute, G.L. c. 175H or for common law claims concerning unfair, deceptive, or fraudulent trade practices resulting from the activities described in the Complaint, including but not limited to claims, actions or proceedings seeking restitution, injunctive relief, fines, penalties, multiple damages, attorney's fees, or costs.

20. KLG fully and finally releases the Commonwealth, its agencies, officers, agents, employees, and servants from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that they have asserted, could have asserted, or may assert in the future against the Commonwealth, its agencies, officers, agents, employees, and servants related to the AGO's investigation of the conduct alleged in the Complaint filed in this matter, or this Judgment.

VII. NOTICES

21. Any notices or communications transmitted between KLG and the AGO pursuant to this Judgment shall be provided in writing by first class mail and email to the AGO or KLG or their successors, as follows:

AGO:

Gillian Feiner, AAG
Senior Enforcement Counsel
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
gillian.feiner@mass.gov

KLG:

Nicholas B. Carter, Esquire
Todd & Weld, LLP
1 Federal Street, 27th Floor
Boston, MA 02110
ncarter@toddweld.com

VIII. MISCELLANEOUS

22. This Judgment shall be construed in accordance with the laws of the Commonwealth.

23. Nothing in this Judgment releases any private rights of action asserted by entities or persons not releasing claims under this Judgment.

24. This Judgment shall be enforceable by the Commonwealth.
25. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment.
26. This Judgment, which constitutes a continuing obligation, is binding upon the Commonwealth and KLG, and any of KLG's respective successors, assigns, or other entities or persons otherwise bound by law.
27. Aside from any action stemming from compliance with this Judgment, the Parties waive all rights of appeal or to re-argue or re-hear any judicial proceedings upon this Judgment, any right they may possess to a jury trial, and any and all challenges in law or equity to the entry of this Judgment.
28. The terms of this Judgment may be modified only by a subsequent written agreement signed by the Parties and approved by the Court.
29. Consent to this Judgment does not constitute an approval by the Commonwealth of KLG's business acts and practices, and KLG shall not represent this Judgment as such an approval.
30. KLG shall not take any action or make any statement denying the propriety of this Judgment.
31. Nothing in this Judgment shall preclude any party from commencing an action to pursue any remedy or sanction that may be available to that party upon its determination that another party has failed to comply with any of the requirements of this Judgment.
32. Nothing in this Judgment shall create or give rise to a private right of action of any kind or create any right in a non-party to enforce any aspect of this Judgment or claim any

legal or equitable injury for a violation of this Judgment. The exclusive right to enforce any violation or breach of this Judgment shall be with the Parties to this Judgment and the Court.

33. Nothing in this Judgment shall relieve KLG of its obligation to comply with all federal, state or local law and regulations.

34. If any portion of this Judgment is held invalid by operation of law, the remaining terms of this Judgment shall not be affected and shall remain in full force and effect.

IT IS SO ORDERED, JUDGMENT is hereby entered in accordance with the foregoing.

By the Court:

JUSTICE, SUPERIOR COURT

Date: _____