

CIVIL ACTION COVER SHEET	DOCKET NUMBER 21-0644B	Trial Court of Massachusetts The Superior Court
PLAINTIFF(S): Commonwealth of Massachusetts <hr/> ADDRESS: Attorney General's Office <hr/> One Ashburton Place, 18th Floor <hr/> Boston, MA 02108 <hr/> ATTORNEY: Glenn Kaplan <hr/> ADDRESS: Attorney General's Office <hr/> One Ashburton Place, 18th Floor <hr/> Boston, MA 02108 <hr/> BBO: 567308		COUNTY Suffolk <hr/> <div style="text-align: center; color: red; font-weight: bold; font-size: 1.5em;"> RECEIVED MAR 19 2021 SUPERIOR COURT-CIVIL MICHAEL JOSEPH DONOVAN CLERK/MAGISTRATE </div>
DEFENDANT(S): The Stop & Shop Supermarket Company LLC <hr/>		
CODE NO. E99	TYPE OF ACTION AND TRACK DESIGNATION (see reverse side) TYPE OF ACTION (specify) Other Administrative Action	TRACK X
		HAS A JURY CLAIM BEEN MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
*If "Other" please describe: Assurance of Discontinuance pursuant to G.L. c. 93A, section 5		
<div style="display: flex; justify-content: space-between;"> <div> Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </div> <div> Is this a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </div> </div>		
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A		
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.		
TORT CLAIMS (attach additional sheets as necessary)		
A. Documented medical expenses to date:		
1. Total hospital expenses	\$	
2. Total doctor expenses	\$	
3. Total chiropractic expenses	\$	
4. Total physical therapy expenses	\$	
5. Total other expenses (describe below)	\$	
Subtotal (A):	\$	
B. Documented lost wages and compensation to date	\$	
C. Documented property damages to date	\$	
D. Reasonably anticipated future medical and hospital expenses	\$	
E. Reasonably anticipated lost wages	\$	
F. Other documented items of damages (describe below)	\$	
G. Briefly describe plaintiff's injury, including the nature and extent of injury:		
TOTAL (A-F):		\$ n/a
CONTRACT CLAIMS (attach additional sheets as necessary)		
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a). Provide a detailed description of claim(s):		
TOTAL:		\$ n/a
Signature of Attorney/ Unrepresented Plaintiff: X <i>Glenn Kaplan</i>		Date: Mar 9, 2021
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.		
n/a		
CERTIFICATION PURSUANT TO SJC RULE 1:18		
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.		
Signature of Attorney of Record: X <i>Glenn Kaplan</i>		Date: Mar 9, 2021

CIVIL ACTION COVER SHEET INSTRUCTIONS

SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

AC Actions Involving the State/Municipality *

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
- AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)
- A02 Goods Sold and Delivered (F)
- A03 Commercial Paper (F)
- A04 Employment Contract (F)
- A05 Consumer Revolving Credit - M.R.C.P. 8.1 (F)
- A06 Insurance Contract (F)
- A08 Sale or Lease of Real Estate (F)
- A12 Construction Dispute (A)
- A14 Interpleader (F)
- BA1 Governance, Conduct, Internal Affairs of Entities (A)
- BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
- BB1 Shareholder Derivative (A)
- BB2 Securities Transactions (A)
- BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
- BD1 Intellectual Property (A)
- BD2 Proprietary Information or Trade Secrets (A)
- BG1 Financial Institutions/Funds (A)
- BH1 Violation of Antitrust or Trade Regulation Laws (A)
- A99 Other Contract/Business Action - Specify (F)

* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

- D01 Specific Performance of a Contract (A)
- D02 Reach and Apply (F)
- D03 Injunction (F)
- D04 Reform/ Cancel Instrument (F)
- D05 Equitable Replevin (F)
- D06 Contribution or Indemnification (F)
- D07 Imposition of a Trust (A)
- D08 Minority Shareholder's Suit (A)
- D09 Interference in Contractual Relationship (F)
- D10 Accounting (A)
- D11 Enforcement of Restrictive Covenant (F)
- D12 Dissolution of a Partnership (F)
- D13 Declaratory Judgment, G.L. c. 231A (A)
- D14 Dissolution of a Corporation (F)
- D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party †

- PA1 Contract Action involving an Incarcerated Party (A)
- PB1 Tortious Action involving an Incarcerated Party (A)
- PC1 Real Property Action involving an Incarcerated Party (F)
- PD1 Equity Action involving an Incarcerated Party (F)
- PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
- B04 Other Negligence - Personal Injury/Property Damage (F)
- B05 Products Liability (A)
- B06 Malpractice - Medical (A)
- B07 Malpractice - Other (A)
- B08 Wrongful Death - Non-medical (A)
- B15 Defamation (A)
- B19 Asbestos (A)
- B20 Personal Injury - Slip & Fall (F)
- B21 Environmental (F)
- B22 Employment Discrimination (F)
- BE1 Fraud, Business Torts, etc. (A)
- B99 Other Tortious Action (F)

RP Summary Process (Real Property)

- S01 Summary Process - Residential (X)
- S02 Summary Process - Commercial/Non-residential (F)

RP Real Property

- C01 Land Taking (F)
- C02 Zoning Appeal, G.L. c. 40A (F)
- C03 Dispute Concerning Title (F)
- C04 Foreclosure of a Mortgage (X)
- C05 Condominium Lien & Charges (X)
- C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)
- E97 Prisoner Habeas Corpus (X)
- E22 Lottery Assignment, G.L. c. 10, § 28 (X)

AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)
- E21 Protection from Harassment, G.L. c. 258E(X)

AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)
- E03 Certiorari Action, G.L. c. 249, § 4 (X)
- E05 Confirmation of Arbitration Awards (X)
- E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)
- E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)
- E08 Appointment of a Receiver (X)
- E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)
- E10 Summary Process Appeal (X)
- E11 Worker's Compensation (X)
- E16 Auto Surcharge Appeal (X)
- E17 Civil Rights Act, G.L. c. 12, § 11H (A)
- E24 Appeal from District Court Commitment, G.L. c. 123, § 9(b) (X)
- E25 Pleural Registry (Asbestos cases) (X)
- E94 Forfeiture, G.L. c. 265, § 56 (X)
- E95 Forfeiture, G.L. c. 94C, § 47 (F)
- E99 Other Administrative Action (X)
- Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)
- Z02 Appeal Bond Denial (X)

SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A, § 12 (X)
- E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c. 6, § 178M (X)
- E27 Minor Seeking Consent, G.L. c. 112, § 12S(X)

TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	F	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

DUTY OF THE DEFENDANT - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.**

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

SUPERIOR COURT

Civ. No. 21-0644B

In the Matter of The Stop & Shop
Supermarket Company LLC

RECEIVED

MAR 19 2021

SUPERIOR COURT-CIVIL
MICHAEL JOSEPH DONOVAN
CLERK/MAGISTRATE

ASSURANCE OF DISCONTINUANCE
PURSUANT TO M.G.L. CHAPTER 93A, §5

I. Introduction

The Commonwealth of Massachusetts (“Commonwealth”) through its Attorney General, Maura Healey, has conducted an investigation pursuant to M.G.L. c. 93A into the sale of prescription drugs to non-public payors under Massachusetts workers’ compensation laws and regulations by the Stop & Shop Supermarket Company LLC (“Stop & Shop”) through its pharmacies in the Commonwealth (the “Investigation”).

As a result of the Investigation, the Office of the Attorney General (“OAG”) alleges that Stop & Shop committed unfair and deceptive acts and practices by billing and obtaining payment for prescription drugs from non-public payors of workers’ compensation claims in excess of amounts permitted by Massachusetts laws and regulations. These alleged overcharges occurred from May 1, 2016 to March 19, 2021 at various Stop & Shop pharmacy locations in the Commonwealth.

In recognition of Stop & Shop’s cooperation with the Investigation, the OAG agrees to accept this Assurance of Discontinuance (“Assurance”) on the terms and conditions contained herein. Stop & Shop, without admitting any facts, liability, or wrongdoing, in the interest of resolution of this matter and for settlement purposes only,

agrees to accept this Assurance on the terms and conditions contained herein. This Assurance is made without trial or adjudication of any issue of fact or of law.

II. Terms of the Assurance of Discontinuance

1. Stop & Shop shall make a payment totaling \$517,000, which shall be used by the OAG in its sole discretion for education, consumer outreach, amelioration of consumer harm, and/or support for public interest programs regarding work-place injury prevention, rehabilitation, and prescription choices and management.

2. The payment referred to in paragraph 1 above shall be made by check made out to the Commonwealth of Massachusetts, and shall be delivered within twenty (20) business days of the filing of this Assurance to Gia Kim, Office of the Attorney General, One Ashburton Place, 18th Floor, Boston, MA 02108.

3. It is Stop & Shop's view that the rates paid to it by non-public payors of prescription drugs in Massachusetts under workers' compensation plans and Stop & Shop's information and documents used to determine such rates including, without limitation, (i) Stop & Shop's claims data, claims data elements and procedures; (ii) reimbursement rates and amounts paid to Stop & Shop; (iii) contract, contract terms and identities of entities contracting with Stop & Shop; and (iv) spreadsheet, calculations and analyses prepared by Stop & Shop or its attorneys or agent in connection with the Investigation (collectively "Confidential Commercial Stop & Shop Information") constitute Stop & Shop's confidential commercial and trade secret information. To the extent that the Confidential Commercial Stop & Shop Information has been or is provided to the OAG pursuant to M.G.L. c. 93A, § 6, it is subject to the provision of M.G.L. c. 93A, § 6(6). By providing the Confidential Commercial Stop & Shop Information to the OAG in connection with the Investigation and/or with this Assurance,

Stop & Shop has not and will not waive any rights that Stop & Shop may have to protect against improper use or disclosure of the Confidential Commercial Stop & Shop Information.

4. This Assurance is not intended to impair any right of action that Stop & Shop may have against any other person or entity, or any right of action that any person or entity other than the Commonwealth might have against Stop & Shop. Neither the terms of this Assurance nor the payment of any money hereunder is, nor shall either be construed to be, an admission of any wrongdoing, nor an admission to the allegations in this Assurance. Stop & Shop expressly denies any liability or wrongdoing related to this matter.

5. Any funds paid under this Assurance may, at the discretion of the OAG, if not otherwise obligated or expended by September 30, 2021, be directed to the Treasurer for deposit in the General Fund.

6. This Assurance contains the complete agreement between the parties. This Assurance may be modified or supplemented only by a written document signed by both parties.

7. By signing below, Stop & Shop agrees to comply with all the terms of this Assurance. By signing below, the OAG agrees that this Assurance shall be in lieu of a civil action or proceeding against Stop & Shop for any acts or practices prior to the date of this Assurance related to the Investigation and the Investigation allegations. The OAG agrees not to bring any further action related to drug pricing for workers' compensation transactions prior to the date of this Assurance against Stop & Shop and

its parent or related entities for actions taken by Stop & Shop. The terms of this Assurance may be enforced by the OAG in a civil action or proceeding.

The Stop & Shop Supermarket Company
LLC

DocuSigned by:
By: Gordon Reid
108461D250824FE...
Gordon Reid
President

Date Mar 5, 2021, 2021

Office of the Attorney General for the
Commonwealth of Massachusetts

By: Glenn Kaplan
Glenn Kaplan
Assistant Attorney General

Date Mar 9, 2021