

CIVIL ACTION COVER SHEET		DOCKET NUMBER <div style="font-size: 1.5em; font-family: cursive;">21-2731E</div>	Trial Court of Massachusetts The Superior Court COUNTY Suffolk Superior Court (Boston)	
Plaintiff Commonwealth of Massachusetts ADDRESS: Attorney General's Office One Ashburton Place, 18th Floor Boston, MA 02108 Plaintiff Attorney: Glenn Kaplan ADDRESS: Attorney General's Office One Ashburton Place, 18th Floor Boston, MA 02108 BBO: 567308		Defendant: United Pharmacy Services LLC ADDRESS: 700 E Township Line Rd Havertown, PA 19083 Defendant Attorney: Mark B. Sheppard ADDRESS: Klehr Harrison Harvey Branzburg LLP 1835 Market Street, Suite 1400 Philadelphia, PA 19103 BBO: 50480		
TYPE OF ACTION AND TRACK DESIGNATION (see instructions section below)				
CODE NO. E99	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				
Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Is there a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
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				
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) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
				Subtotal (1-5):
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) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
				TOTAL (A-F): \$ n/a
G. Briefly describe plaintiff's injury, including the nature and extent of injury: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
CONTRACT CLAIMS				
<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).				
Item #	Detailed Description of Each Claim			Amount
1.				
Total				\$ n/a
Signature of Attorney/Unrepresented Plaintiff: X <i>Glenn Kaplan</i>		Date: November 30, 2021		
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
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/Unrepresented Plaintiff: X <i>Glenn Kaplan</i>		Date: November 30, 2021		

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

SUPERIOR COURT
DEPT OF THE TRIAL COURT
Civ. No. 21-2731E

In the Matter of United Pharmacy Services LLC

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 payors under Massachusetts workers' compensation laws and regulations by United Pharmacy Services LLC ("United Pharmacy") through its workers' compensation mail order pharmacy (the "Investigation").

As a result of the Investigation, the Office of the Attorney General ("OAG") alleges that United Pharmacy committed unfair and deceptive acts and practices by billing and obtaining payment for prescription drugs from payors of workers' compensation claims in excess of amounts permitted by Massachusetts laws and regulations. These alleged overcharges occurred from April 1, 2015 to October 27, 2020 through its mail order prescription services to workers' compensation patients in the Commonwealth.

In recognition of United Pharmacy's cooperation with the Investigation, the OAG agrees to accept this Assurance of Discontinuance ("Assurance") on the terms and conditions contained herein. United Pharmacy, 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

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JUN 10 2021

SUPERIOR COURT-CIVIL
MICHAEL J. JOSEPH DONOVAN
CLERK/MAGISTRATE

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. United Pharmacy shall make a payment totaling \$701,000, 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 and efforts regarding workers' compensation insurance, 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 thirty (30) 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 United Pharmacy's view that the rates paid to it by payors of prescription drugs in Massachusetts under workers' compensation plans and United Pharmacy's information and documents used to determine such rates including, without limitation, (i) United Pharmacy's claims data, claims data elements and procedures; (ii) reimbursement rates and amounts paid to United Pharmacy; (iii) contract, contract terms and identities of entities contracting with United Pharmacy; and (iv) spreadsheet, calculations and analyses prepared by United Pharmacy or its attorneys or agents in connection with the Investigation (collectively "Confidential Commercial United Pharmacy Information") constitute United Pharmacy's confidential commercial and trade secret information. To the extent that the Confidential Commercial United Pharmacy 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 United Pharmacy Information to the OAG in connection with the Investigation and/or with this

Assurance, United Pharmacy has not and will not waive any rights that United Pharmacy may have to protect against improper use or disclosure of the Confidential Commercial United Pharmacy Information.

4. This Assurance is not intended to impair any right of action that United Pharmacy 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 United Pharmacy. This Assurance is without prejudice to United Pharmacy re-filing or resubmitting claims for which it has been underpaid or not paid at all, to the extent that such claims are in accordance with Massachusetts laws and regulations. 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. United Pharmacy 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 April 30, 2022, be directed to the Treasurer for deposit in the General Fund.

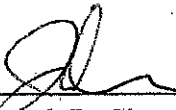
6. This Assurance contains the complete agreement between the parties. This Assurance may be modified or supplemented only by a written document signed by both parties.

7. By signing below, United Pharmacy 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 United Pharmacy 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 United Pharmacy and its parent or related entities for actions

taken by United Pharmacy. The terms of this Assurance may be enforced by the OAG in a civil action or proceeding.

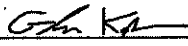
Respectfully Submitted:

FOR: United Pharmacy Services LLC

By: 
Joseph DeCicco
Managing Member

Dated: November 26, 2021

FOR: Office of the Attorney General for the
Commonwealth of Massachusetts

By: 
Glenn Kaplan
Assistant Attorney General

Dated: November 30, 2021