



AlaFile E-Notice

09-CV-2013-900031.00

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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF BULLOCK COUNTY, ALABAMA

ANTHONY FRANK LASSETER V. RITE-AID HDQTRS. CORP. C/O MICHAEL PENNINGTO
09-CV-2013-900031.00

The following complaint was FILED on 5/7/2015 9:14:37 AM

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IN THE CIRCUIT COURT OF BULLOCK COUNTY, ALABAMA

**ANTHONY FRANK LASSETER and)
AMBER OSBORNE, individually and)
on behalf of a class of all similar situated)
citizens and entities as defined herein,)**

Plaintiffs,)

v.)

CASE NO.: 09-CV-2013-900031.00

**RITE AID HDQTRS. CORP. and)
RITE AID CORPORATION,)**

Defendants.)

FIRST AMENDED CLASS ACTION COMPLAINT

COME NOW Plaintiffs Anthony Frank Lasseter and Amber Osborne, individually and on behalf of a class of all similar situated citizens and entities as defined herein, and hereby files the following First Amended Class Action Complaint against Defendants Rite Aid Hdqtrs. Corp. and Rite Aid Corporation.

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Anthony Frank Lasseter (“Plaintiff” or “Lasseter”) is an adult resident citizen of Alabama. As described herein, Plaintiff Lasseter paid for the improper fees challenged in this action for pharmacy records from Rite Aid.

2. Plaintiff Amber Osborne (“Plaintiff” or “Osborne”) is an adult resident citizen of Georgia. Plaintiff Osborne, through her authorized representative, was assessed and paid for the fees challenged in this action for pharmacy records from Rite Aid.

3. Defendants Rite Aid Hdqtrs. Corp. and Rite Aid Corporation (collectively “Defendants” or “Rite Aid”) are foreign corporations doing business in Alabama and throughout the United States, with their corporate headquarters located in Pennsylvania. Rite Aid or its

subsidiary maintains dozens of pharmacy locations throughout Alabama. Rite Aid charged and collected the fees challenged in this action for pharmacy records to Plaintiffs and the class as defined herein.

4. Jurisdiction and venue are proper in this county and Court in that Rite Aid conducts business in this county and the acts and/or omissions giving rise to this action occurred in this county. Furthermore, the total and aggregate amount of damages sought by Plaintiffs and the proposed class do not meet or exceed \$5 million. The compensatory damages sought by Plaintiffs and the class is not the full amount of the pharmacy records fee paid by each class member, but rather is that amount charged and collected which is above and beyond what can legally and reasonably be charged for such records under applicable state law.

II. FACTS COMMON TO ALL CLASS MEMBERS AND ALL COUNTS

5. Rite Aid is one of the largest retail pharmacy chain in the United States, with 4,800 stores in 31 states and the District of Columbia. Rite Aid retail pharmacies fill customer pharmacy prescriptions and sell prescription medication and over-the-counter products to the consuming public throughout Alabama and the United States.

6. In the ordinary course of its business in filling customer prescriptions and selling or otherwise distributing customer prescription medications, Rite Aid stores and maintains pharmacy records and prescription histories on each of its customers whose pharmacy prescriptions are filled by a Rite Aid pharmacy. Upon information and belief, these pharmacy records and prescription histories are stored and maintained by Rite Aid in electronic format on a centralized data storage and retrieval computer system. Because customer pharmacy records and prescription histories are maintained by Rite Aid in electronic format on a centralized computer system, they can be tracked, identified, transmitted, and printed in relative short order and with

minimum effort, usually with just the touch of a button.

7. Beginning at a date currently unknown to Plaintiff but, upon information and belief, going back before a period of at least six (6) years, Rite Aid began the widespread and systematic business practice of charging and collecting an established flat-fee to customers and/or their authorized representatives who request the customer's pharmacy records from Rite Aid. For example, in the case of Plaintiff Lasseter, Rite Aid assessed a \$50 fee for his pharmacy records. In the case of Plaintiff Osborne, Rite Aid assessed a \$85 fee for her pharmacy records. Upon information and belief, over the years, Rite Aid has increased the amount of the flat-fee which is systematically assessed for pharmacy records requests.

8. The flat-fee assessed for a request for pharmacy records or prescription histories is reflected on the standard form billing invoices issued by Rite Aid and is represented on the standard form billing invoices as follows:

INVOICE

FOR PROFESSIONAL SERVICES RENDERED IN RESPONSE
TO THE FOLLOWING REQUEST/SUBPOENA FOR
PRESCRIPTION FILES AS FOLLOWS: RESEARCH &
PREPARATION OF FILES, CLERICAL EXPENSES,
PHOTOCOPYING EXPENSES AND POSTAGE & HANDLING.

RE: ANTHONY FRANK LASSETER

RECORDS OBTAINED FROM RITE AID PHARMACY (All
stores are networked together)

FEE FOR SERVICES RENDERED \$50.00

(Exhibit 1 attached hereto.)

The flat-fee is charged and collected by Rite Aid regardless of the number of pages printed or provided, and is assessed even when no records are provided by Rite Aid at all.

9. Despite the statement on Rite Aid's standard form billing invoices that its flat-fee is "for professional services rendered," the fee is, in truth, completely arbitrary and is in no way rationally or reasonably related to the actual cost incurred by Rite Aid in processing a request for customer pharmacy records. Further, the flat fee has nothing to do with "professional services rendered," as there was no "research and preparation of files" performed as represented. Stated otherwise, Rite Aid's flat-fee assessment is **not** for goods or services actually furnished or performed, but is instead an improper means to collect inflated, excessive, and unreasonable amounts which far exceed any actual costs incurred by Rite Aid in processing a pharmacy records request. As stated, Rite Aid stores and maintains all customer pharmacy records and prescription histories electronically on a centralized computer system located at its Pennsylvania headquarters. Indeed, the standard form invoice itself states "RECORDS OBTAINED FROM RITE AID PHARMACY (All stores are networked together.)." The time, effort, and expense incurred by Rite Aid to retrieve, transmit, and provide copies of pharmacy records is *de minimus*, and can be done with the touch of a button. Yet, by charging an arbitrary and excessive flat-fee for pharmacy records requests and misrepresenting it as being for services rendered, Rite Aid collects an unreasonable fee that is in no way related to the actual cost incurred in processing a records request. Rather than covering the expense for processing prescription records or having anything to do with "professional services," Rite Aid's flat-fee instead covers fictitious costs and is nothing more than an improper profit center for Rite Aid. Consequently, the fees assessed and collected by Rite Aid for pharmacy records requests are unreasonable.

10. Rite Aid's excessive and inflated overcharges for pharmacy records requests are not only unreasonable, but they are so high as to be unconscionable, both procedurally and

substantively. Rite Aid requires that a uniform price which is unreasonably favorable to Rite Aid be paid in order to provide a customer's pharmacy records or prescription history, thus allowing Rite Aid to reap an exorbitant return. Under these circumstances, Rite Aid charges an unconscionably high fee for pharmacy records, which customers are entitled to have reasonable access to.

11. In addition to being unreasonable and unconscionable, Rite Aid's fees for pharmacy records requests violate statutes in place which impose limits or caps on charges that can be assessed and collected for pharmacy records, and/or which otherwise impose a reasonableness standard when assessing the collecting charges for pharmacy records. These statutes, often referred to as "Records Act" statutes, are in place in a majority of the states in which Rite Aid conducts business.

12. For example, Alabama has in place a statute which expressly governs the types and amounts of charges that medical and healthcare providers can assess for customer records and services/searches related thereto. *See* Alabama Code §12-21-6.1. The Alabama Supreme Court has expressly held that "a pharmacy is inextricably linked to a physician's treatment of his patients, and the dispensing of drugs is an integral part of the delivery of healthcare services to the public." *Ex parte Rite Aid of Alabama, Inc.*, 768 So. 2d 960, 962 (Ala. 2000). The Alabama Supreme Court has held that pharmacies are considered "healthcare providers" under Alabama law (*Id.*); accordingly, pharmacies, such as Defendants, are subject to the mandates of Alabama Code §12-21-6.1.

13. Section 12-21-6.1 provides, in part, as follows:

The reasonable costs of reproducing copies of written or typed

documents or reports shall not be more than one dollar (\$1) for each page of the first 25 pages, not more than 50 cents (\$.50) for each page in excess of 25 pages, and a search fee of five dollars (\$5). If the medical records are mailed to the person making the request, reasonable costs shall include the actual costs of mailing the medical records.

14. Likewise, in Georgia, O.C.G.A. §31-33-3 provides as follows:

(a) The party requesting the patient's records shall be responsible to the provider for the costs of copying and mailing the patient's record. A charge of up to \$20.00 may be collected for search, retrieval, and other direct administrative costs related to compliance with the request under this chapter. A fee for certifying the medical records may also be charged not to exceed \$7.50 for each record certified. The actual cost of postage incurred in mailing the requested records may also be charged. In addition, copying costs for a record which is in paper form shall not exceed \$.75 per page for the first 20 pages of the patient's records which are copies; \$.65 per page for pages 21 through 100; and \$.50 for each page copies in excess of 100 pages. All of the fees allowed by this Code section may be adjusted annually in accordance with the medical component of the consumer price index. The Office of Planning and Budget shall be responsible for calculating this annual adjustment, which will become effective on July 1 of each year.¹

15. Federal law also places limits on the amounts pharmacies and other healthcare providers can charge consumers to access their own records. Specifically, 45 C.F.R. Section 164.524(c)(4), which was promulgated under the Health Insurance Portability and Accountability Act ("HIPAA"), provides that any individual requesting records from a healthcare provider may only be charged a "reasonable, cost-based fee" that is based solely on the cost of "copying,

¹The rates effective July 1, 2010 are as follows: Search, Retrieval, and Other Direct Administrative Codes - \$25.88; Certification Fee - \$9.70; Copying Costs for Records in Paper Form - (Per page for pages 1-20) - \$0.97; (Per page from 21 - 100) - \$0.83; (Per page for pages over 100) - \$0.66.

including the cost of supplies for and labor of copying, the protected health insurance requested by the individual.”

16. The purpose and intent of these statutes (and others like them enacted in most states) are to ensure a person reasonable and efficient access to their own records at a reasonable cost which is neither exorbitant nor excessive so as to preclude one from accessing their own records. *See, e.g.,* O.C.G.A. §31-33-1. Stated otherwise, implicit in these statutes is a reasonableness standard applicable to records charges and records accessibility. Further, these statutes reflect a statutorily defined public policy of allowing reasonable access to one’s own records at a reasonable cost. Rite Aid’s uniform practice of charging an unreasonable fee for pharmacy records is violative of these statutes and the public policy behind them.

III. FACTS SPECIFIC TO THE CLASS REPRESENTATIVES

A. Plaintiff Anthony Lasseter

17. Plaintiff Lasseter is a customer of Rite Aid. In 2011, Plaintiff retained the law firm of Jinks, Crow & Dickson to represent him in regards to a personal injury claim. In retaining the law firm of Jinks, Crow & Dickson to represent him in his personal injury matter, Plaintiff executed a representation agreement with Jinks, Crow & Dickson and authorized them to act on his behalf and as his authorized agent and legal representative in his personal injury matter. In accordance with his representation agreement executed with the firm of Jinks, Crow & Dickson, Plaintiff was legally and contractually obligated to reimburse the firm for any expenses it incurred on Plaintiff’s behalf with respect to Plaintiff’s personal injury matter. Plaintiff provided consent and authorization to the firm, as his legal representative, to obtain any needed records on his behalf, including medical or pharmacy records. Per his agreement with

the firm, Plaintiff was legally and contractually obligated to reimburse the firm for any such expenses incurred on Plaintiff's behalf, including costs for records.

18. In 2011, Plaintiff Lasseter's legal and authorized representative requested on Plaintiff's behalf that Rite Aid furnish a copy of his pharmacy records. In response, Rite Aid did send Plaintiff's legal and authorized representative an invoice for \$50 for "FOR PROFESSIONAL SERVICES RENDERED IN RESPONSE TO THE FOLLOWING REQUEST/SUBPOENA FOR PRESCRIPTION FILES AS FOLLOWS: RESEARCH & PREPARATION OF FILES, CLERICAL EXPENSES, PHOTOCOPYING EXPENSES AND POSTAGE & HANDLING."

19. Plaintiff's legal and authorized representative paid that invoice on Plaintiff's behalf to obtain pharmacy records. Rite Aid ultimately sent Plaintiff's pharmacy records. The records consisted of one (1) page. Along with Plaintiff's pharmacy records, Rite Aid also sent a second invoice for \$50.

20. In accordance with his representation agreement, Plaintiff was legally obligated to reimburse the firm for any expenses it incurred on Plaintiff's behalf with respect to his personal injury matter, including expenses to obtain pharmacy records. As stated, Plaintiff's legal and authorized representative did, in fact, incur expenses on Plaintiff's behalf which Plaintiff was contractually obligated to pay back. Plaintiff reimbursed his legal and authorized representative for the expenses the firm incurred on Plaintiff's behalf as his legal and authorized representative, including expenses incurred for obtaining the needed pharmacy records from Rite Aid and the pharmacy record charges that were paid to Rite Aid.

21. Furthermore, the law firm of Jinks, Crow & Dickson validly and legally assigned,

in a written executed document, to Plaintiff Lasseter all rights, interests, and legal claims or defenses sounding in contract with respect to the pharmacy records obtained on Plaintiff Lasseter's behalf and charges in connection therewith.

B. Plaintiff Amber Osborne

22. Plaintiff Amber Osborne is a customer of Rite Aid. In 2009, Plaintiff Osborne's legal and authorized representative requested on Plaintiff Osborne's behalf that Rite Aid furnish a copy of her pharmacy records. In response, Rite Aid ultimately sent Plaintiff Osborne's legal and authorized representative an invoice for \$85 for "FOR PROFESSIONAL SERVICES RENDERED IN RESPONSE TO THE FOLLOWING REQUEST/SUBPOENA FOR PRESCRIPTION FILES AS FOLLOWS: RESEARCH & PREPARATION OF FILES, CLERICAL EXPENSES, PHOTOCOPYING EXPENSES AND POSTAGE & HANDLING", accompanied by Plaintiff Osborne's pharmacy records. The records consisted of one (1) page.

23. Plaintiff Osborne's legal and authorized representative paid the \$85 invoice on Plaintiff Osborne's behalf. After resolution of her personal injury action, Plaintiff Osborne reimbursed her legal and authorized representative for the pharmacy record charges that were paid to Rite Aid.

IV. CLASS ACTION ALLEGATIONS

24. Plaintiffs adopt and incorporate all previous allegations in full.

25. **Class Definition.** Plaintiffs bring this action against Defendants pursuant to ALA.

R. Civ. P. 23(b)(3) as members of the following proposed class:

(1) All persons and entities in the United States who, at any time on or after January 1, 2005, were invoiced by Rite Aid Hdqtrs. Corp. or Rite Aid Corporation a fixed records charge of \$50 or \$85

for the production of customer pharmacy records they had requested, paid that invoice, and were not then or thereafter reimbursed for the cost of that invoice by any client, principal or third-party; together with (2) all persons and entities who reimbursed a person or entity who was invoiced on or after January 1, 2005 by, and who paid, Rite Aid Hdqtrs. Corp. or Rite Aid Corporation a fixed records charge of \$50 or \$85 for the production of customer pharmacy records.

Excluded from the Class are:

- (a) Rite Aid Hdqtrs. Corp., Rite Aid Corporation, and each and all of their respective current or former parent corporations, subsidiaries, divisions, related and affiliated companies and entities, principals, stockholders, directors, officers, employees, representatives and agents;
- (b) Persons or entities who or which timely and properly exclude themselves from a certified b(3) Class;
- (c) Any Class Members currently in bankruptcy;
- (d) State governments, the federal government, and agencies and departments of the foregoing;
- (e) The law firms representing Rite Aid Hdqtrs. Corp. or Rite Aid Corporation in this Action (along with those law firms' attorneys and employees); and
- (g) All Alabama judges, their spouses, and persons within the third degree of relationship to them.

26. Existence and Predominance of Common Questions of Law and Fact. There are questions of law and fact common and of general interest to the class. Said common questions includes, but are not limited to, the following:

- (a) Whether Rite Aid engaged in a common and uniform business practice of charging an established, flat-fee amount for requests for pharmacy records;
- (b) Whether the amount charged and collected by Rite Aid for pharmacy records is reasonably or rationally related to the actual cost incurred by Rite Aid for processing such requests;
- (c) Whether Rite Aid has breached contracts with Plaintiffs and class members by charging and collecting amounts for pharmacy record requests which are unreasonable and/or unconscionable, and which are not for actual services rendered;
- (d) Whether Rite Aid has breached contracts with Plaintiffs and class members by charging and collecting amounts for pharmacy record requests which are violative of applicable statutes governing records charges and the public policy behind those statutes;
- (e) Whether Rite Aid's assessment and collection of the fees for pharmacy record requests as described herein violate the covenant of good faith and fair dealing present in every contract;
- (f) Whether Rite Aid has been unjustly enriched by virtue of the improper business practices described herein;
- (g) Whether Plaintiffs and class members are entitled to class relief and class certification as sought herein.

27. **Typicality.** The claims of the named Plaintiffs are typical of the claims of the class.

28. **Adequate Representation.** Plaintiffs will fairly and adequately protect the interest of the members of the class and have no interest antagonistic to those other class members. Plaintiffs have retained class counsel competent to prosecute class actions, and are financially able to represent the class.

29. **Superiority.** The class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the class is impracticable. The interest of judicial economy favor adjudicating the claims for the Plaintiff class rather than on an individual basis. Class treatment is appropriate in that questions of law or fact common to the class predominate over any questions effecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

COUNT ONE
Breach of Contract

30. Plaintiffs adopt and incorporate all previous allegations in full.

31. There exists a valid and enforceable contract, whether express or implied, between Rite Aid and each person or entity who makes a valid request for copies of a Rite Aid customer's pharmacy records. The customer or the customer's authorized representative makes a request to Rite Aid to provide copies of the customer's pharmacy records or information, which Rite Aid accepts and then obligates itself to provide for a payment that is represented on uniform billing invoices as being "FOR PROFESSIONAL SERVICES RENDERED IN RESPONSE TO

THE FOLLOWING REQUEST/SUBPOENA FOR PRESCRIPTION FILES AS FOLLOWS: RESEARCH & PREPARATION OF FILES, CLERICAL EXPENSES, PHOTOCOPYING EXPENSES AND POSTAGE & HANDLING.” Each class member paid Rite Aid the amount assessed for processing the pharmacy records request.

32. Rite Aid’s uniform practice of charging and collecting the flat-rate fees described herein for pharmacy records requests constitutes a breach of contract, whether express or implied, with class members in the following respects:

(a) the fees charged and collected by Rite Aid for processing pharmacy records requests do not and are not intended to be for “professional services rendered,” but instead are merely a ruse to assess and collect fictitious, excessive, and unreasonable amounts which are in no way rationally related to the actual cost incurred by Rite Aid in processing the records request. Rite Aid does nothing in terms of “research and preparation of files.” The consideration paid by class members was not for goods/services actually furnished or performed, or “research & preparation of files, clerical expenses, and photocopying expenses,” but instead was for fictitious charges levied merely as a profit center for Rite Aid. As stated, the time, effort, and costs incurred by Rite Aid in providing copies of requested pharmacy records is *de minimus*. Yet, Rite Aid charges and collects excessive and inflated amounts which are in no way related to its actual costs incurred, and thus constitute a unreasonable price or fee under the common law. Rite Aid’s assessment and collection of an unreasonable fee in this regard constitutes a breach of contract between Rite Aid and all class members.

(b) Rite Aid has breached contracts, whether express or implied, with Plaintiffs and class members by charging fees for pharmacy records which are so high as to be

unconscionable, both procedurally and substantively. Rite Aid requires that a uniform price which is unreasonably favorable to Rite Aid be paid in order to provide a customer's pharmacy records or prescription history, thus allowing Rite Aid to reap an exorbitant return. Under these circumstances, Rite Aid charges an unconscionably high fee for pharmacy records. This unconscionability surrounding Rite Aid's fees for pharmacy records requests results in a breach of contract between Rite Aid and class members.

(c) Implicit in every contract between Rite Aid and each class member are the applicable rates and limitations found in the controlling Records Act statute. Likewise, implicit in every contract between Rite Aid and each of its individual customers are the limits and parameters surrounding records charges as found in 45 C.F.R. Section 164.524(c)(4). From these statutes, a reasonableness standard surrounding records charges and records accessibility is implied. Further, these statutes reflect a statutorily defined public policy in allowing reasonable access to one's records at a reasonable cost. Rite Aid has breached contracts with class members by charging excessive and unreasonable fees for pharmacy records in violation of the amounts, limits, and parameters of the applicable Records Act statute which is implied in, and forms a part of, every contract between Rite Aid and each class member. Likewise, Rite Aid has breached contracts with class members by charging excessive and unreasonable fees for pharmacy records in violation of the reasonableness standard implied in each of the applicable Records Act statutes which forms a part of the contract between Rite Aid and each class member. Further, by charging excessive fees for pharmacy records which violate public policy and which are assessed in violation of established public policy, Rite Aid has violated contracts with class members.

(d) By virtue of the improper business practice described herein, Rite Aid has violated the covenant of good faith and fair dealing present in every contract. The covenant of good faith and fair dealing present in every contract is premised on, among other things, the observance of reasonable commercial standards of fair dealing. The standard in determining whether the implied covenant of good faith and fair dealing has been breached is whether or not the actions in question are free from arbitrary or unreasonable conduct. By charging the excessive and unreasonable fees described herein, which in no way relate to Rite Aid's actual costs incurred in processing pharmacy records requests, Rite Aid has violated and continues to violate the covenant of good faith and fair dealing present in every contract.

33. Rite Aid customers (including Plaintiffs) and/or their authorized representatives paid Rite Aid the assessed fees without full knowledge of all material facts. Rite Aid customers and/or their authorized representatives did not know, and had no way of knowing, that the flat-fee assessed by Rite Aid for "PROFESSIONAL SERVICES RENDERED IN RESPONSE TO THE FOLLOWING REQUEST/SUBPOENA FOR PRESCRIPTION FILES AS FOLLOWS: RESEARCH & PREPARATION OF FILES, CLERICAL EXPENSES, PHOTOCOPYING EXPENSES AND POSTAGE & HANDLING" was in no way related to any actual research or preparation or to the actual cost incurred by Rite Aid and instead was a mere profit center. Further, as described in this Complaint (including in Count Three) Rite Aid engaged in fraudulent conduct with respect to its assessment and collection of pharmacy records charges.

34. As a result of Rite Aid's breach of contract, Plaintiffs and class members were caused to suffer compensable damages and losses.

COUNT TWO

Unjust Enrichment

35. Plaintiffs adopt and incorporate all previous allegations in full.

36. Under the circumstances outlined herein, Defendants have been unjustly enriched by virtue of the improper business practices described herein. It would be inequitable and unjust for Defendants to retain such ill-gotten gain, which Defendants have received as a result of their misconduct. Accordingly, this Court should impose a constructive trust on those monies by which Defendants have been unjustly enriched as a result of the improper practices described herein.

COUNT THREE **Fraudulent Misrepresentation and Concealment**

37. Plaintiffs adopt and incorporate all previous allegations in full.

38. Rite Aid has fraudulently represented and/or suppressed and concealed several material facts from Plaintiffs and Plaintiffs' representative and class members, which caused them to rely to their detriment in overpaying for the pharmacy prescription records described herein. These material facts which were misrepresented and/or suppressed include, but are not limited to:

a. that the request for Plaintiffs' pharmacy prescription records entailed research and preparation of files, clerical expenses, and other expenses when, in truth, it did not;

b. that the fee assessed and paid to Rite Aid covered Rite Aid's actual cost for services in providing copies of Plaintiffs' pharmacy prescription records when, in truth, it did not;

c. that Rite Aid's flat-fee was for "professional services rendered," when, in truth, the fee was completely arbitrary and in no way reasonably related to the actual cost incurred by Rite Aid in processing Plaintiffs' request for pharmacy records;

d. that there was no "research and preparation of files" performed with respect to Plaintiffs' request despite Rite Aid's representation to the contrary;

e. suppressing that Rite Aid's flat-fee assessment was not for goods or services actually furnished or performed, but instead an improper means to collect inflated, excessive, and unreasonable amounts which far exceed any actual costs incurred by Rite Aid in processing a pharmacy records request;

f. suppressing that Rite Aid's flat fee was intended to cover fictitious cost and was nothing more than an improper profit center for Rite Aid.

39. Plaintiffs and class members relied on Rite Aid's misrepresentation and/or concealment of these material facts to their detriment.

40. As a result of Rite Aid's fraudulent misrepresentation and concealment, Plaintiffs and class members were caused to suffer compensable damages and losses.

WHEREFORE, Plaintiffs pray for the following relief:

1. that Plaintiffs, individually, recover compensatory damages for injuries and damages they have incurred, as described herein;

2. that this Court certify this action as a class action, and that the Court find and conclude that the Plaintiffs herein are appropriate representatives for the Class;

3. that judgment be entered against Defendants in such amount as will adequately compensate Plaintiff and the other Class members;

4. that this Court grant such other and further relief as it deems just and proper.

/s/ R. Brent Irby
R. Brent Irby

OF COUNSEL:
Charles A. McCallum, III
McCallum, Hoaglund, Cook & Irby, LLP
905 Montgomery Highway
Suite 201
Vestavia Hills, Alabama 35216
Telephone: (205)824-7767
Facsimile: (205)824-7768
Email: birby@mhcilaw.com
cmccallum@mhcilaw.com

CERTIFICATE OF SERVICE

This is to certify that on May 7, 2015, a true and correct copy of the foregoing was filed with the Clerk of the Court using the CM/ECF system, which automatically notifies counsel as follows:

Michael R. Pennington
mpennington@babco.com
Robert J. Campbell
rjcampbell@babco.com
John Thomas Richie
trichie@babco.com
BRADLEY ARANT BOULT CUMMINGS LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119
Telephone: (205) 521-8000
Facsimile: (205) 521-8800
Attorneys for Defendants Rite Aid Hdqtrs. Corp. and Rite Aid Corporation

/s/ R. Brent Irby
COUNSEL

Exhibit 1



MAILING ADDRESS

P.O. Box 3165
Harrisburg, PA 17105

GENERAL OFFICE

30 Hunter Lane
Camp Hill, PA 17011

Telephone 717.761.2633

Fax 717.975.5952

TINA M. MCNATT, PARALEGAL AND CUSTODIAN OF PHARMACY RECORDS

RITE AID HDQRS. CORP.
P.O. BOX 3165
HARRISBURG, PA 17105
717-761-2633 EXTENSION 3947

FEDERAL I.D.: 23-2308342

DATE: November 8, 2011

INVOICE

FOR PROFESSIONAL SERVICES RENDERED IN RESPONSE TO THE FOLLOWING
REQUEST/SUBPOENA FOR PRESCRIPTION FILES AS FOLLOWS: RESEARCH &
PREPARATION OF FILES, CLERICAL EXPENSES, PHOTOCOPYING EXPENSES AND POSTAGE
& HANDLING.

RE: Anthony Frank Lasseter

RECORDS OBTAINED FROM RITE AID PHARMACY (All stores are networked together)

FEES FOR SERVICES RENDERED \$50.00

CHECK SHOULD BE MADE PAYABLE TO RITE AID HDQRS. CORP. AND BE PUT TO THE
ATTENTION OF TINA M. MCNATT, LEGAL DEPARTMENT. IF CHECKS ARE NOT MADE
PAYABLE TO RITE AID HDQRS. CORP. THEY WILL BE RETURNED.

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR CHECK.

THANK YOU FOR YOUR COOPERATION IN THIS MATTER.

Jinks, Crow & Dickson, P.C.



MAILING ADDRESS
P.O. Box 3165
Harrisburg, PA 17105

GENERAL OFFICE
30 Hunter Lane
Camp Hill, PA 17011

Telephone 717.761.2633
Fax 717.975.5952

GABREAL S. HILLS, PARALEGAL AND CUSTODIAN OF PHARMACY RECORDS

RITE AID CORPORATION
P.O. BOX 3165
HARRISBURG, PA 17105
717-761-2633 EXTENSION 8332

FEDERAL I.D.: 23-1614034

DATE: March 24, 2009

INVOICE

FOR PROFESSIONAL SERVICES RENDERED IN RESPONSE TO THE FOLLOWING
REQUEST/SUBPOENA FOR PRESCRIPTION FILES AS FOLLOWS: RESEARCH & PREPARATION
OF FILES, CLERICAL EXPENSES, PHOTOCOPYING EXPENSES AND POSTAGE & HANDLING.

RE: AMBER OSBORNE

RECORDS OBTAINED FROM RITE AID PHARMACY (All stores are networked together)

FEE FOR SERVICES RENDERED \$85.00
CHECK SHOULD BE MADE PAYABLE TO RITE AID CORPORATION AND BE PUT TO THE
ATTENTION OF GABREAL S. HILLS, LEGAL DEPARTMENT. IF CHECKS ARE NOT MADE
PAYABLE TO RITE AID CORPORATION THEY WILL BE RETURNED.

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR CHECK.

THANK YOU FOR YOUR COOPERATION IN THIS MATTER.

LORD

LAW OFFICE OF TODD L.

Exhibit 1