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14 UNITED STATES DISTRICT COURT  
 15 SOUTHERN DISTRICT OF CALIFORNIA

16 BRYON STAFFORD, Individually )  
 17 and on Behalf of All Others )  
 18 Similarly Situated, )

19 Plaintiff,

20 v.

21 RITE AID CORPORATION,

22 Defendant.

23 Case No: '17CV1340 BEN JLB

24 CLASS ACTION COMPLAINT FOR:

25 (1) VIOLATIONS OF THE  
 26 CALIFORNIA UNFAIR  
 27 COMPETITION LAW;  
 28 (2) VIOLATIONS OF THE  
 CALIFORNIA CONSUMER LEGAL  
 REMEDIES ACT;  
 (3) UNJUST ENRICHMENT; AND  
 (4) NEGLIGENT  
 MISREPRESENTATION.

DEMAND FOR JURY TRIAL

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1 Plaintiff Bryon Stafford ("Plaintiff"), by his undersigned attorneys, individually  
2 and on behalf of all others similarly situated, based on personal knowledge as to  
3 himself and upon information and belief and the investigation of his counsel as to all  
4 other matters, brings this class action against defendant Rite Aid Corporation ("Rite  
5 Aid") and alleges the following:

6 **NATURE OF THE ACTION**

7 1. This action concerns Rite Aid's deceptive and unfair pricing scheme to  
8 overcharge customers with third-party health care plans on their purchases of generic  
9 prescription drugs at Rite Aid pharmacies.

10 2. Rite Aid is the third largest retail pharmacy chain in the United States.  
11 For the fiscal year ending March 4, 2017, Rite Aid had over \$18 billion in pharmacy  
12 sales. In addition, Rite Aid has more than 4,500 stores in thirty-one states and in the  
13 District of Columbia.

14 3. In fiscal year 2017, Rite Aid filled approximately 302 million  
15 prescriptions and served, on average, two million customers per day. Prescription  
16 drugs accounted for approximately 68% of those sales, and like other major retail  
17 pharmacies, generic drugs accounted for the vast majority of the total prescriptions  
18 dispensed by Rite Aid. According to the Association for Accessible Medicines'  
19 (formally known as the Generic Pharmaceutical Association) *2016 Generic Drug*  
20 *Savings and Access in the United States Report*, generic drugs accounted for 89% of  
21 prescriptions dispensed in the United States.

22 4. A generic drug is a pharmaceutical drug that is the equivalent of a brand-  
23 name drug in dosage, strength, route of administration, quality, performance, and  
24 intended use. Generic drugs typically cost less than their brand-name counterparts  
25 and have saved both consumers and health care plans hundreds of billions of dollars  
26 over the last decade.

27 5. Approximately 98% of Rite Aid's clients are enrolled in a private or  
28 public health care plan that covers some or all medical and pharmaceutical expenses.

1 In almost every one of these plans, the cost of prescription drugs is shared between  
2 the third-party payor (i.e., the health insurance plan) and the actual user of the drug  
3 (i.e., the plan participant).

4 6. When a plan participant fills a prescription at a pharmacy under a third-  
5 party health care plan, the plan pays a portion of the cost, and the plan participant  
6 pays the remaining portion of the cost directly to the pharmacy, either as a  
7 copayment, coinsurance, or contracted rate towards the plan's deductible  
8 ("copayment"). Because of the potential cost savings associated with the purchase of  
9 generic drugs, third-party payors incentivize plan participants to purchase generic  
10 drugs (if available) instead of their brand-name drug equivalents by offering a lower  
11 price, which in turn, results in a lower copayment.

12 7. Rite Aid pharmacies collect the copayment from the plan participant at  
13 the time the prescription is filled at a pharmacy. Importantly, by law, Rite Aid cannot  
14 charge a copayment that exceeds its "usual and customary" price, which is generally  
15 defined within the pharmaceuticals industry as the cash price offered to the general  
16 public by the pharmacy for the same drug.<sup>1</sup> Rite Aid, however, engages in a false,  
17 deceptive, and unfair pricing scheme that does exactly what the law prohibits.

18 8. At bottom, this action concerns Rite Aid's illegal practice of  
19 overcharging customers enrolled in public or private health care plans for generic  
20 prescription drugs by submitting to third-party payors claims for payment at prices  
21 that Rite Aid has knowingly and intentionally inflated above its "usual and  
22 customary" prices. As a result, customers who purchase generic prescription drugs  
23 through third-party plans pay copayments that are significantly more than Rite Aid's  
24 "usual and customary" prices for those same drugs.

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27 <sup>1</sup> The Seventh Circuit Court of Appeals recently affirmed this definition in the  
28 case of *United States ex rel Garbe v. Kmart Corp.*, 824 F.3d 632, 643 (7th Cir. 2016)  
("Kmart").

1           9.     The lynchpin of Rite Aid's scheme is its Rx Savings Program ("RSP"), a  
2 prescription savings program that allows cash-paying customers—those who pay for  
3 drugs without using insurance—to purchase certain prescription generic drugs at  
4 discounted prices. Specifically, the RSP allows cash-paying customers to purchase  
5 350 of the most commonly prescribed generic drugs listed on Rite Aid's special  
6 formulary (attached hereto as Exhibit A) at prices levels of \$9.99 for a thirty-day  
7 supply and \$15.99 for a ninety-day supply (the "RSP Prices") for most of the covered  
8 drugs. The RSP Prices, however, are often significantly lower than the "usual and  
9 customary" prices that Rite Aid reports to health insurance companies, and thus, the  
10 amounts that individuals using insurance must pay for the drugs in the form of a  
11 copayment.

12           10.    Any customer of Rite Aid pharmacies is eligible to participate in the  
13 RSP. Rite Aid does not limit eligibility for, or duration of the availability of, the RSP  
14 Prices for the prescription generic drugs at issue. The Seventh Circuit's decision in  
15 *Kmart* makes clear that under these circumstances the RSP Prices fit squarely within  
16 the accepted industry meaning of usual and customary prices, and thus, represent Rite  
17 Aid's actual usual and customary prices for the drugs. *See id.* at 645.

18           11.    Accordingly, Rite Aid was required to report to third-party payors the  
19 RSP Prices as Rite Aid's usual and customary prices for the prescription generic  
20 drugs. However, since the RSP was created in 2008, Rite Aid has purposefully  
21 disregarded the RSP Prices in setting its "usual and customary" prices for the drugs  
22 when they are sold to customers using insurance for their purchase. Instead, Rite Aid  
23 has submitted falsely inflated "usual and customary" prices for the drugs to third-  
24 party payors, and in the process, overcharged customers paying for the drugs with  
25 insurance by collecting falsely inflated copayments.

26           12.    Thus, using the RSP as its vehicle, Rite Aid has effectively created a  
27 discriminatory pricing scheme, whereby customers enrolled in the RSP who are not  
28 using insurance when purchasing a prescription generic drug are able to pay the lower

1 RSP Price, while those customers using insurance must pay the higher and artificially  
2 inflated "usual and customary" price.

3 13. Therefore, the RSP not only allows Rite Aid to maintain and increase its  
4 market share by fending off discounted prices from its competitors, but more  
5 importantly, it provides a mechanism for Rite Aid to hide its actual "usual and  
6 customary" prices from third-party payors so that it can continue to collect higher  
7 reimbursement payments from third-party payors and higher copayments from plan  
8 participants who fill their prescriptions at Rite Aid pharmacies.

9 14. By charging amounts for prescription generic drugs that are above the  
10 RSP Prices for those same drugs, Rite Aid is unlawfully overcharging plan  
11 participants and third-party payors. Accordingly, Rite Aid's misconduct has caused  
12 Plaintiff and the other Class (as defined herein) members to suffer significant  
13 monetary damages.

#### 14 **JURISDICTION AND VENUE**

15 15. This Court has jurisdiction over this action pursuant to 28 U.S.C.  
16 §1332(d)(2)(A), the Class Action Fairness Act, because the matter in controversy  
17 exceeds the sum or value of \$5,000,000, exclusive of interest and costs, there are  
18 more than 100 putative Class members, and at least one Class member is of diverse  
19 citizenship from Rite Aid. In addition, because more than two-thirds of the members  
20 of the Class are citizens of states other than California and Rite Aid is not a citizen of  
21 California, the exceptions to jurisdiction under 28 U.S.C. §1332(d) do not apply.

22 16. Venue is proper in this court pursuant to 28 U.S.C. §1391, because  
23 Plaintiff resides and suffered injury as a result of Rite Aid's acts and omissions in this  
24 District, many of the acts and transactions giving rise to this action occurred in this  
25 District, Rite Aid conducts substantial business in this District, it has intentionally  
26 availed itself of the laws and markets of this district, and Rite Aid is subject to  
27 personal jurisdiction in this District.

28

**THE PARTIES**

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2           17. Plaintiff is, and at all times relevant hereto has been, a citizen of and  
3 domiciled in San Diego, California. Plaintiff purchased prescription generic drugs  
4 from Rite Aid pharmacies located in California. Plaintiff carried private health  
5 insurance at the times that he purchased the prescription generic drugs from the Rite  
6 Aid pharmacies at issue. The prescription generic drugs that Plaintiff purchased are  
7 contained on the RSP formulary attached as Exhibit A. Rite Aid charged its cash-  
8 paying customers its "usual and customary" prices of \$9.99 for a thirty-day supply of  
9 the same prescriptions that Plaintiff purchased. However, because Rite Aid  
10 submitted to Plaintiff's insurance a purported "usual and customary" price  
11 fraudulently inflated above its true "usual and customary" price—the price Rite Aid  
12 offers under the RSP—Plaintiff paid copayments that were substantially higher than  
13 the price of \$9.99 for a thirty-day supply, and significantly more than the copayment  
14 would have been, had Rite Aid reported the true "usual and customary" price for all  
15 the drugs to Plaintiff's insurance. As a result, Plaintiff has been injured. Plaintiff  
16 anticipates filling future prescriptions for these generic drugs at a Rite Aid pharmacy,  
17 and thus, faces the prospect of paying additional inflated copayments in the future if  
18 Rite Aid continues its wrongful conduct.

19           18. Plaintiff paid the above amounts on the reasonable assumption that the  
20 "usual and customary" prices reported by Rite Aid were the actual "usual and  
21 customary" prices paid by customers that do not have any form of prescription drug  
22 coverage from a third-party payor, and would not have paid those inflated amounts  
23 but for Rite Aid's wrongful conduct.

24           19. Defendant Rite Aid is headquartered in Camp Hill, Pennsylvania, and  
25 was incorporated in 1968 in Delaware. Defendant operates a chain of retail  
26 drugstores in the United States through two distinct segments: Retail Pharmacy and  
27 Pharmacy Services. The Retail Pharmacy segment sells prescription drugs, as well as  
28 a range of other merchandise, such as over-the-counter medications, health and

1 beauty aids, personal care items, cosmetics, household items, food and beverages,  
2 greeting cards, seasonal merchandise, and other convenience products. This segment  
3 also operates retail clinics that provide treatment for common conditions and offer a  
4 range of preventive services, including screenings, medical tests, immunizations, and  
5 basic physical exams. In addition, this segment provides healthcare coaching and  
6 disease management services. The Pharmacy Services segment provides pharmacy  
7 benefit management ("PBM") services and a range of pharmacy-related services.<sup>2</sup>  
8 This segment also performs prescription adjudication services for other PBMs, offers  
9 integrated mail-order and specialty and compounding pharmacy services, and  
10 provides infertility treatment, as well as drug benefits under the federal government's  
11 Medicare Part D program.

12 20. As of March 4, 2017, Rite Aid operated 4,536 stores in thirty-one states  
13 of the United States and in the District of Columbia, including more than 580 stores  
14 located in California alone. In addition, Rite Aid operates three distribution centers  
15 in California—513,000 and 200,000 square foot facilities located in Woodland,  
16 California, and a 914,000 square foot facility located in Lancaster, California.  
17 Further, Rite Aid operates a 55,650 square foot ice cream manufacturing facility and  
18 a 32,000 square foot storage facility in El Monte, California.

19 **BACKGROUND**

20 **The Process for Paying for Prescription Drugs**

21 21. The majority of patients in the United States have a health care plan  
22 (either private or public) that covers all or a portion of their medical and  
23 pharmaceutical expenses, known as a third-party payor. Most plans require plan  
24 participants to pay a portion of their drug costs out-of-pocket. These out-of-pocket  
25 expenses include copayments.

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27 <sup>2</sup> PBMs are basically middle men that go between the payors and everyone else in the  
28 healthcare industry.

1 22. Even though plan participants cannot and do not negotiate the price  
2 charged by pharmacies such as Rite Aid for prescription drugs, and further, do not  
3 negotiate the copayment price for the drug in any given transaction, they are required  
4 to pay to Rite Aid a copayment amount in order to receive the prescription.

5 23. The National Council for Prescription Drug Programs ("NCPDP")<sup>3</sup> sets  
6 the industry standards for the electronic transmission of pharmacy claims to third-  
7 party payors.<sup>4</sup> Rite Aid follows this uniform process at its pharmacies for each  
8 prescription drug transaction.

9 24. When a customer fills a prescription at a Rite Aid pharmacy, anywhere  
10 in the United States, the pharmacist or pharmacy technician enters the prescription  
11 information and any applicable insurance or benefit information into Rite Aid's  
12 computerized claims. The pharmacist or pharmacy technician also enters in key  
13 information about the customer, such as his/her name. This information is then sent  
14 to the customer's third-party payor (or an agent of the third-party payor). Rite Aid  
15 charges the customer the copayment at the time the customer makes the purchase and  
16 the third-party payor covers the remaining cost of the prescription.

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18 <sup>3</sup> NCPDP is a non-profit organization that develops industry standards for electronic  
19 healthcare transactions used in prescribing, dispensing, monitoring, managing, and  
20 paying for medications and pharmacy services. Its membership is made up of  
21 approximately 1,500 stakeholders from across the pharmaceutical industry, including  
pharmacies, pharmacists, health plans, and government agencies.

22 <sup>4</sup> Congress has codified and adopted the NCPDP standards through federal  
23 legislation, including the Health Insurance Portability and Accountability Act  
24 ("HIPAA"), Medicare Modernization Act, Health Information Technology for  
25 Economic and Clinical Health, and Meaningful Use. For example, HIPAA requires  
26 uniform methods and codes for exchanging electronic information with health  
27 insurance plans. These standards are referred to as the NCPDP Telecommunication  
28 Standard. HIPAA also requires prescribers follow the NCPDP SCRIPT Standard  
when prescribing drugs under Medicare Part D. *See* 45 C.F.R. §162.1102(a)-(c)  
(adopting the NCPDP standard for retail pharmacy electronic drug claims under  
HIPAA).



1           25. NCPDP provides a standardized form for Rite Aid pharmacies to fill out  
2 and send to third-party payors when filling prescriptions. The form includes  
3 Transmission Pricing Record Field No. 426-DQ, where Rite Aid is required to report  
4 its "usual and customary" price of the prescription being filled. The NCPDP  
5 Reference Manual on Flat File Format defines the term "usual and customary" as the  
6 "[a]mount charged cash customers for the prescription exclusive of sales tax or other  
7 amounts claimed." California Welfare and Institutions Code section 14105.455  
8 similarly defines "usual and customary" as the lesser of either the lowest price  
9 reimbursed to the pharmacy by other third-party payors in California or the lowest  
10 price routinely offered to any segment of the general public. Further, California's  
11 Medi-Cal provider agreement form DHCS 6208 requires pharmacies to abide by "all  
12 federal laws and regulations governing and regulating Medicaid providers" and with  
13 all billing and claims requirements in the California Welfare and Institutions Code, as  
14 well as its implementing regulations.

15           26. This definition of "usual and customary" price is followed by PBMs.  
16 For instance, Express Scripts, Inc., a PBM that includes Rite Aid in its network,  
17 defined the "Usual and Customary Retail Price" in its Pharmacy Network Manual as  
18 "[t]he usual and customary retail price of a Covered Medication in a cash transaction  
19 at the Pharmacy dispensing the Covered Medication (in the quantity dispensed) on  
20 the date that it is dispensed, including any discounts or special promotions offered on  
21 such date." Another large PBM, Prime Therapeutics LLC, defined "Usual and  
22 Customary Charge" in its Pharmacy Provider Manual as "the lowest price the  
23 Participating Pharmacy would charge to a particular [customer] if that customer  
24 [were] paying cash for the identical Prescription Drug Services on the date dispensed.  
25 This includes any applicable discounts *including, but not limited to*, senior discounts,  
26 *frequent shopper discounts* and other special discounts offered to attract customers."

27           27. Based on the data reported by Rite Aid on NCPDP's standard forms,  
28 third-party payors identify the copayment amount that the customer must pay to Rite

1 Aid in a specific prescription transaction. The copayment amount is a portion of the  
2 total drug price and cannot exceed the drug price. In addition, the copayment cannot  
3 exceed Rite Aid's "usual and customary" price of the drug. After the copayment  
4 amount is paid by the customer, the remainder of the drug price is reimbursed to the  
5 Rite Aid by the third-party payor.

6 28. In some situations, however, the copayment may only be charged as a  
7 percentage of the "usual and customary" price. For instance, if a third-party payor's  
8 negotiated price for a specific drug is \$40 with the customer being responsible for  
9 25% of the drug as his or her copayment, but the "usual and customary" price of the  
10 drug is only \$20, the \$20 price would take the place of the negotiated rate and the  
11 customer would only pay a copayment of \$5 (25% of \$20).

12 29. Rite Aid is well aware of both the definition of usual and customary, and  
13 how the "usual and customary" price of a particular prescription drug is ascertained.  
14 Rite Aid owns its own PBM, EnvisionRxOptions ("EnvisionRx"). EnvisionRx  
15 includes NCPDP Field No. 426-DQ, Usual and Customary Charge, as a mandatory  
16 field that a pharmacy must fill out on its payor sheets.

17 30. Further, EnvisionRx explicitly states in its Provider Portal Supplemental  
18 Policies, Procedures, and Regulations manual that pharmacies "may not collect  
19 copayments, coinsurances and deductibles that exceed your Pharmacy's [usual and  
20 customary price]."

### 21 **Big Box Retailers Exert Substantial Price Pressure on Generic Drugs**

22 31. In 2006, large "big box" retailers with pharmacy departments began  
23 offering hundreds of generic prescription drugs at significantly reduced prices. For  
24 example, in September 2006, Wal-Mart began charging \$4 for a thirty-day supply and  
25 \$10 for a ninety-day supply of the most commonly prescribed generic drugs. In  
26 November of that same year, Target began charging \$4 for a thirty-day supply and  
27 \$10 for a ninety-day supply of such prescription generic drugs. Other retailers with  
28 pharmacy departments soon followed suit.

1           32. Notably, in the wake of Wal-Mart's decision to substantially reduce the  
2 prices of its prescription generic drugs, the Centers for Medicaid and Medicare  
3 Services ("CMS") specifically stated that it would treat Wal-Mart's new lower prices  
4 as the "usual and customary" prices for those drugs and use the prices as the basis for  
5 paying claims for prescription drug benefits. Upon information and belief, Wal-Mart  
6 and Target properly reported to third-party payors these reduced prices as their "usual  
7 and customary" prices for the prescription generic drugs.

8           33. On information and belief, in 2008, in response to the big box retailers'  
9 decision to reduce the prices of many prescription generic drugs, Rite Aid started the  
10 discount drug RSP. Rite Aid does not charge individuals to join the RSP. Rather, the  
11 customer will simply provide information to Rite Aid, and, in exchange, Rite Aid,  
12 through the RSP, allows cash-paying customers to purchase prescription generic  
13 drugs on its formulary list for \$9.99 for thirty-day prescriptions and \$15.99 for  
14 ninety-day prescriptions, with some limited exceptions. There are over 350 generic  
15 drugs in various dosages on the formulary list and the list encompasses a number of  
16 the most widely prescribed generic drugs.

17           34. The RSP is not a special, limited, or one-time offer. It is also not a third-  
18 party plan, insurance, or a substitute for insurance. Rather, Rite Aid has continuously  
19 offered the RSP for multiple benefit years. Importantly, *any* cash-paying customer  
20 can join the RSP and avail themselves of the discounted prices.

21           35. Accordingly, the price for prescription generic drugs that those enrolled  
22 in the RSP pay is the price that Rite Aid offers to its customers (i.e., the general  
23 public). The CMS Manual notes that "where a pharmacy offers a lower price to its  
24 customers throughout a benefit year" the lower price is considered the "usual and  
25 customary" price, rather than a one time "lower cash price," when a customer uses a  
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28

1 discount card to make the purchase.<sup>5</sup>

2 36. Accordingly, the RSP Prices are the "usual and customary" prices for the  
3 prescription generic drugs on Rite Aid's RSP formulary. Rite Aid's own explanation  
4 of the "usual and customary" price, as adopted by EnvisionsRx, mandates this  
5 determination. So too does the NCPDP and California's Welfare and Institutions  
6 Code. And as mentioned above, the Seventh Circuit agrees, explaining that the  
7 "'usual and customary' price requirement should not be frustrated by so flimsy a  
8 devise as [a pharmacy's] 'discount program[.]'" *Kmart*, 824 F.3d at 645.

9 **A SPECIAL RELATIONSHIP EXISTS BETWEEN RITE AID**  
10 **AND MEMBERS OF THE CLASS**

11 37. The relationship between a pharmacy and its customers is unique,  
12 special, and important. Pharmacists, including those at Rite Aid, do more than just  
13 dispense medicine. Pharmacists discuss with customers how they should take  
14 medications, counsel customers on the use of medicine (whether over-the-counter or  
15 prescription), and advise customers on general health topics, such as diet and  
16 exercise. Trust is an essential component of the relationship between a pharmacist  
17 and a customer. For instance, a customer needs to trust a pharmacist that a generic  
18 drug is just as effective as its brand-name counterpart. Indeed, customers have come  
19 to expect such advice, and further, that pharmacists will provide them with ways to  
20 save money, such as using generics when available, without prompting.

21 38. Rite Aid has acknowledged this special relationship. For instance, in a  
22 September 2007 article in *Pharmacy Times*, Michele Belsey, Vice President of  
23 College and Professional Recruitment at Rite Aid, stated when discussing  
24 pharmacists Rite Aid hires, "[w]e want them placed in a position where they can get

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26 <sup>5</sup> Centers for Medicare & Medicaid Servs., *Medicare Prescription Drug Benefit*  
27 *Manual*, Ch. 14-Coordination of Benefits, at 19 n.1 (2006), [https://perma.cc/MW6A-](https://perma.cc/MW6A-H4P6)  
28 [H4P6](https://perma.cc/MW6A-H4P6).

1 to know the store and get to know the customers. The relationship between patient  
2 and pharmacist is very important."

3 39. Rite Aid highlights this special relationship in its marketing. For  
4 instance, on its website, Rite Aid states:

5 What makes Rite Aid pharmacists unique? For starters, they  
6 understand the importance of providing you with personalized care.  
7 Not only have our pharmacists received the extensive education  
8 necessary to meet state licensing requirements, all our pharmacists  
9 are certified to provide immunizations. But it's their daily interactions  
with customers like you that matter most. All customers can securely  
email questions directly to a Rite Aid pharmacist."

10 40. Rite Aid even affirmatively represents to customers that they can rely on  
11 its pharmacists to "help [them] save money."

12 41. And Rite Aid encourages customers to develop this special relationship  
13 with its pharmacists, stating: "The better your relationship with your pharmacist, the  
14 better they can serve you—so stop by your local Rite Aid and get to know your  
15 pharmacist today."

16 **RITE AID ILLEGALLY INFLATES ITS "USUAL**  
17 **AND CUSTOMARY" PRICE**

18 42. Although Rite Aid sought to retain and attract cash-paying customers by  
19 offering discounted prices on prescription generic drugs through the implementation  
20 of the RSP, it did not want to lose revenues by offering those same discounted prices  
21 to customers using insurance to make their prescription drug purchases.

22 43. Thus, under the guise that its RSP was not available to the general  
23 public, Rite Aid unlawfully continued to report its previous higher "usual and  
24 customary" prices to third-party payors. By reporting the artificially inflated "usual  
25 and customary" prices to third-party payors, Rite Aid was able to collect artificially  
26 inflated copayments from consumers, as well as artificially inflated residual amounts  
27 from third-party payors.

28 44. Rite Aid knew that third-party payors calculate the price for prescription

1 drugs to be paid to the pharmacy based on whether the "usual and customary" price  
2 submitted is less than or greater than the negotiated price between Rite Aid and the  
3 third-party payor. Rite Aid also knew that if the "usual and customary" price for a  
4 particular prescription drug is less than the negotiated price, Rite Aid could not  
5 charge third-party payors a drug price that was greater than the "usual and customary"  
6 price. Rite Aid's knowledge of these facts cannot be denied given its ownership of  
7 EnvisionsRx, who dealt extensively with this issue as Rite Aid's PBM.

8 45. Notwithstanding the knowledge garnered through its relationship with  
9 EnvisionsRx, Rite Aid knew the prices it could charge to customers using insurance  
10 to purchase their prescription medications from its dealings and contractual  
11 relationships with the third-party payors itself. Indeed, third-party payors' pharmacy  
12 agreements and manuals state, in detail, how a plan participant's copayment is  
13 determined. These agreements and manuals specifically contemplate a situation  
14 where the "usual and customary" price is less than the negotiated amount, and  
15 explicitly forbid Rite Aid from charging a copayment in excess of the "usual and  
16 customary" price under such circumstances. Rite Aid is in possession of these  
17 documents and is aware of their contents. Further, Rite Aid's own transaction data  
18 contains reimbursements adjudicated under the above formula and other rules  
19 imposed by the third-party payors, all which reflect general industry standards.

20 46. Moreover, Rite Aid need look no further than to its direct competitors,  
21 such as Wal-Mart, Target, and Costco, who all, on information and belief, correctly  
22 report the discounted prices offered through their respective prescription drug savings  
23 programs as their "usual and customary" prices.

24 47. Rite Aid tried to avoid complying with its contractual obligations and  
25 accepted industry standards (not to mention federal and state law) by implementing  
26 the RSP program, and instead of reporting the lower RSP Prices to third-party payors,  
27 knowingly and intentionally reported false and inflated "usual and customary" prices.  
28 In doing so, Rite Aid created a new category of cash-paying customers—those

1 purchasing prescription generic medications through the RSP—while avoiding the  
2 lowering of drug prices charged to third-party payors and their plan participants.

3 48. As previously explained, however, the RSP Prices for the cash-paying  
4 customers are the actual "usual and customary" prices charged by Rite Aid for the  
5 prescription generic drugs on the RSP formulary. Nonetheless, Rite Aid conceals the  
6 RSP Prices from third-party payors, and instead of submitting the RSP Prices as its  
7 "usual and customary," continues to submit the higher prices as its purported "usual  
8 and customary" to third-party payors.

9 49. Rite Aid's scheme is made possible because third-party payors are not  
10 privy to the prices Rite Aid charges its cash-paying customers, including those using  
11 the RSP to purchase their prescription generic drugs. Thus, third-party payors have  
12 no way of determining on their own whether the price Rite Aid submits as its "usual  
13 and customary" price is actually the price offered to cash-paying members of the  
14 general public, and therefore, are unaware that the price being submitted by Rite Aid  
15 is not the actual "usual and customary" price, but rather an artificially inflated  
16 amount.

17 50. In failing to report the more common RSP Prices as its "usual and  
18 customary" prices, Rite Aid continues to report prices that are significantly higher  
19 than the prices it offers to the general public.

20 51. Beginning in late 2008, and continuing through the present, Rite Aid has  
21 reported to third-party payors artificially inflated "usual and customary" prices for the  
22 same prescription generic drugs that Rite Aid offers for lower prices under the RSP.  
23 Rite Aid has thereby caused (and continues to cause) plan participants (including  
24 Plaintiff and other Class members) to pay false and inflated copayments for  
25 prescription generic drugs.

26 52. Importantly, the inflated "usual and customary" prices that Rite Aid  
27 reports to third-party payors do not vary based on any particular third-party plan. In  
28 fact, for the same strength and quantity of a given drug, Rite Aid reports the same

1 "usual and customary" prices to all third-party payors, despite any variations in their  
2 respective plans.

3 53. As part of its scheme, Rite Aid has reported "usual and customary"  
4 prices for generic prescription drugs that more than double the "usual and customary"  
5 prices reported by some of its most significant competitors and its own RSP Prices.  
6 The table below shows "usual and customary" prices submitted to California's  
7 Medicaid program for the purposes of claims adjudication:

Drug	Discounted Prices Near 92101 Zip Code (Downtown San Diego, CA)					
	Vons	Walmart	Costco	CVS	Rite Aid	Rite Aid (Rx Savings Program Price)
Carvedilol 6.25 mg 60 Tablets	\$15.50	\$11.37	\$12.50	\$45.54	\$93.26	\$9.99
Paroxetine HCL 20mg 30 Tablets	\$19.33	\$10.78	\$11.27	\$14.12	\$51.12	\$9.99
Lisinopril/HCTZ 20, 12.5 mg 30 Tablets	\$10.59	\$8.80	\$8.63	\$20.05	\$21.59	\$9.99
Metformin HCL 1,000 mg 60 Tablets	\$15.84	\$10.52	\$9.73	\$13.31	\$14.15	\$9.99
Metoprolol Tartrate 50 mg 60 Tablets	\$12.39	\$9.61	\$9.34	\$18.50	\$31.24	\$9.99
Warfarin Sodium 5 mg 30 Tablets	\$11.25	\$9.70	\$9.96	\$16.14	\$18.95	\$9.99
Fluoxetine HCL 40 mg 30 Capsules	\$17.89	\$14.45	\$13.56	\$52.58	\$58.28	\$9.99

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20 54. As demonstrated above, the "usual and customary" prices submitted by  
21 Rite Aid to third-party payors are undeniably, and unlawfully, inflated.

22 55. But, since the RSP Prices are, in fact, the "usual and customary" prices  
23 Rite Aid charges, Plaintiff and the other members of the Class should have also  
24 received these reduced prices when purchasing the prescription generic drugs at issue.

25 56. Rite Aid does not inform customers who use their insurance benefits to  
26 purchase generic prescription drugs (including Plaintiff and the other members of the  
27 Class) that, for the drugs, the RSP Prices Rite Aid charges cash-paying customers, are  
28 lower than the copayments Rite Aid charges. Rite Aid either wrongly conceals or



1 omits such information by failing to tell customers using insurance about the RSP, or  
2 by misrepresenting to those customers that the RSP would not apply to their  
3 purchases.

4 57. On information and belief, there have been millions of instances where  
5 Rite Aid intentionally submitted fraudulently inflated "usual and customary" pricing  
6 information to third-party payors in connection with prescription generic drug  
7 purchases made by Plaintiff and other members of the Class during the Class Period  
8 (as defined below), including the specific transactions by Plaintiff described herein.

9 **CLASS ALLEGATIONS**

10 58. Plaintiff brings this action pursuant to Rule 23(b)(3) of the Federal Rules of  
11 Civil Procedure on behalf of himself and the following national Class and California  
12 state Subclass:

13 **CLASS**

14 All persons or entities in the United States and its territories who,  
15 between January 2008 and the present ("Class Period"), paid for, in  
16 full or in part, a prescription generic drug included on the RSP  
17 formulary and were insured for the purchase through a third-party  
18 payor.

18 **SUBCLASS**

19 All persons or entities in the state of California who, during the Class  
20 Period, paid for, in full or in part, a prescription generic drug included  
21 on the RSP formulary and were insured for the purchase through a third-  
22 party payor.

22 The national Class and California state Subclass are collectively referred  
23 to as the "Classes."

24 59. Excluded from the Classes are Rite Aid, its officers, and directors.

25 60. The Classes consist of at least hundreds of thousands, and likely  
26 millions, of individual Rite Aid customers, making joinder impractical, in satisfaction  
27 of Federal Rule of Civil Procedure 23(a)(1). The exact size of the Classes, and the  
28 identities of the individual members thereof, are ascertainable through Rite Aid's

1 records, including, but not limited to, its billing and collection records.

2         61. The claims of Plaintiff are typical of the Classes. The claims of Plaintiff  
3 and the Classes are based on the same legal theories and arise from the same unlawful  
4 and willful conduct, resulting in the same injury to the Plaintiff and the Classes.

5         62. The Classes have a well-defined community of interest. Rite Aid has  
6 acted and failed to act on grounds generally applicable to the Plaintiff and the  
7 Classes, thus requiring the Court's imposition of uniform relief to ensure compatible  
8 standards of conduct toward the Classes.

9         63. There are many questions of law and fact common to the claims of  
10 Plaintiff and the Classes, and those questions predominate over any questions that  
11 may affect only individual members of the Classes within the meaning of Rules  
12 23(a)(2) and 23(b)(2) of the Federal Rules of Civil Procedure.

13         64. Common questions of fact and law affecting members of the Classes  
14 include, but are not limited to, the following:

15                 (a) whether Rite Aid artificially inflated the "usual and customary"  
16 prices that it reported to third-party payors pursuant to the NCPDP reporting  
17 standard;

18                 (b) whether Rite Aid omitted and concealed material facts from its  
19 communications and disclosures with third-party payors and plan participants  
20 regarding its pricing scheme;

21                 (c) whether Rite Aid has wrongfully overcharged and continues to  
22 overcharge copayments to hundreds of thousands, and likely millions, of plan  
23 participants (including Plaintiff and the Classes) who purchased a prescription  
24 generic drug listed on Rite Aid's RSP formulary at its pharmacies around the country;

25                 (d) whether Rite Aid has engaged in unfair methods of competition,  
26 unconscionable acts or practices, and unfair or deceptive acts and/or practices in  
27 connection with the pricing and sale of prescription generic drugs;

28                 (e) whether, as a result of Rite Aid's misconduct, Plaintiff and the

1 Classes have suffered damages, and, if so, the appropriate measure of damages to  
2 which they are entitled; and

3 (f) whether, as a result of Rite Aid's misconduct, Plaintiff and the  
4 Classes are entitled to injunctive, equitable, and/or other relief, and, if so, the nature  
5 of such relief.

6 65. Absent a class action, most of the members of the Classes would find the  
7 cost of litigating their claims to be prohibitive and will have no effective remedy.  
8 The class treatment of common questions of law and fact is also superior to multiple  
9 individual actions or piecemeal litigation in that it conserves the resources of the  
10 courts and the litigants and promotes consistency and efficiency of adjudication.

11 66. Plaintiff will fairly and adequately represent and protect the interests of  
12 the Classes. Plaintiff has retained counsel with substantial experience in prosecuting  
13 complex litigation and class actions. Plaintiff and his counsel are committed to  
14 vigorously prosecuting this action on behalf of the other respective members of the  
15 Classes, and have the financial resources to do so. Neither Plaintiff nor his counsel  
16 has any interests adverse to those of the other members of the Classes.

17 **TOLLING OF THE STATUTE OF LIMITATIONS**

18 67. Plaintiff and the other members of the Classes had neither actual nor  
19 constructive knowledge of the facts constituting their claims for relief until recently.

20 68. Plaintiff and the other members of the Classes did not discover, and  
21 could not have discovered through the exercise of reasonable diligence, the existence  
22 of the unlawful conduct alleged herein until recently.

23 69. Rite Aid engaged in a secret scheme that did not reveal facts that would  
24 have put Plaintiff or the other members of the Classes on inquiry notice that Rite Aid  
25 was charging inflated prices for prescription generic drugs.

26 70. Because Rite Aid's scheme was kept secret, Plaintiff and the other  
27 members of the Classes were unaware of Rite Aid's unlawful conduct alleged herein  
28 and did not know that they were paying artificially inflated prices for prescription

1 generic drugs during the Class Period.

2         71. Rite Aid actively concealed its RSP prescription generic drug pricing  
3 scheme from the public, including Plaintiff and the other members of the Classes (and  
4 third-party payors), and failed to disclose the material fact that the prices Rite Aid  
5 reported to third-party payors for the prescription generic drugs included on the RSP  
6 formulary were far higher than the RSP Prices, and thus, not the actual "usual and  
7 customary" prices for those drugs. Rite Aid charged Plaintiff and the other members  
8 of the Classes copayments for the drugs they purchased that reflected Rite Aid's  
9 artificially inflated "usual and customary" prices. Rite Aid also failed to post drug  
10 prices in a clear manner and in a way that would alert Plaintiff and the other members  
11 of the Classes to the artificially inflated prices charged by Rite Aid. Through its  
12 actions, Rite Aid misled Plaintiff and the other members of the Classes and caused  
13 them to pay to Rite Aid inflated copayments for some of the most commonly  
14 prescribed generic drugs.

15         72. Rite Aid's affirmative acts alleged herein, including acts in furtherance  
16 of its unlawful scheme, were wrongfully concealed and carried out in a manner that  
17 precluded detection.

18         73. Rite Aid's unlawful pricing scheme was inherently self-concealing  
19 because it involved misrepresenting and falsely reporting the "usual and customary"  
20 prices for some of the most commonly prescribed generic drugs. If Rite Aid had been  
21 open and notorious about its deceptive and unfair fraudulent pricing scheme, it would  
22 never have succeeded.

23         74. Plaintiff and the other members of the Classes could not have discovered  
24 the alleged unlawful activities at an earlier date by the exercise of reasonable  
25 diligence because Rite Aid employed deceptive practices and techniques of secrecy to  
26 avoid detection of its activities. Rite Aid concealed its activities by various means  
27 and methods, including affirmative misrepresentations regarding the actual "usual and  
28 customary" prices it charged for prescription generic drugs.

1 75. Because Rite Aid affirmatively concealed its scheme, Plaintiff and the  
2 other members of the Classes had no knowledge until recently of the alleged unlawful  
3 activities or information which would have caused a reasonably diligent person to  
4 investigate whether Rite Aid committed the actionable activities detailed herein.

5 76. As a result of Rite Aid's active concealment, the running of any statute  
6 of limitations has been tolled with respect to any claims that Plaintiff and the other  
7 members of the Classes have as a result of the unlawful conduct alleged in this  
8 Complaint.

9 **COUNT I**

10 **Against Defendant Rite Aid, on Behalf of the Subclass, for Violation of**  
11 **California Unfair Competition Law**

12 77. Plaintiff incorporates by reference and realleges each and every  
13 allegation contained above, as though fully set forth herein.

14 78. Plaintiff brings this claim individually and on behalf of the members of  
15 the Subclass.

16 79. Plaintiff and other members of the Subclass are "persons" within the  
17 meaning of California Business and Professions Code section 17204.

18 80. Rite Aid has unfairly obtained monies from Plaintiff and the other  
19 members of the Subclass through Rite Aid's: (i) unlawful business acts and/or  
20 practices; (ii) unfair business acts and/or practices; and (iii) unfair, deceptive, untrue  
21 and/or misleading advertising (including violations of California Business and  
22 Professions Code section 17500, *et. seq.*), including, among other things:

23 (a) reporting to insurance companies, and state and federal health  
24 care entities fraudulent "usual and customary" prices for hundreds of generic  
25 prescription drugs;

26 (b) misrepresenting to insurance companies and state and federal  
27 health care entities, Plaintiff, and the Subclass that the "usual and customary" price  
28 was greater than their copayments;

1 (c) concealing from Plaintiff and the Subclass the true "usual and  
2 customary" prices of generic prescription drugs; and

3 (d) wrongfully obtaining monies from Plaintiff and the Subclass as a  
4 result of Rite Aid's deception.

5 81. Rite Aid willfully engaged in the unfair and/or deceptive acts and/or  
6 practices described above and knew or should have known that those acts and/or  
7 practices were unfair and/or deceptive.

8 82. The facts which Rite Aid misrepresented and/or concealed, as alleged in  
9 the preceding paragraphs, were material to Plaintiff and the Subclass' decisions about  
10 whether to purchase generic prescription drugs from Rite Aid, in that Plaintiff and the  
11 Subclass would not have purchased generic prescription drugs from Rite Aid for  
12 more than the RSP Prices but for Rite Aid's unfair and/or deceptive acts and/or  
13 practices.

14 83. As a direct and proximate result of Rite Aid's unfair and deceptive acts  
15 and/or practices, Plaintiff and the Subclass were deceived into paying falsely inflated  
16 prices for generic prescription drugs and have been damaged thereby.

17 84. Rite Aid is therefore liable to Plaintiff and the Subclass for the damages  
18 they sustained, plus statutory damages, penalties, costs, and reasonable attorneys' fees  
19 to the extent provided by law.

20 **COUNT II**

21 **Against Defendant Rite Aid, on Behalf of the Subclass, for**  
22 **Violation of California Consumer Legal Remedies Act**

23 85. Plaintiff incorporates by reference and realleges each and every  
24 allegation contained above, as though fully set forth herein.

25 86. Plaintiff brings this claim individually and on behalf of the members of  
26 the Subclass.

27 87. Plaintiff and other members of the Subclass are "consumers" within the  
28 meaning of California Civil Code section 1761(d).

1 88. The generic prescription drugs that Plaintiff and other members of the  
2 Subclass purchased from Rite Aid are "goods" within the meaning of California Civil  
3 Code section 1761(a).

4 89. Plaintiff and the other members of the Subclass' purchases were  
5 "transactions" within the meaning of California Civil Code section 1761(e).

6 90. Rite Aid is a "person" within the meaning of California Civil Code  
7 section 1770(a).

8 91. Plaintiff and the other members of the Subclass have been damaged by  
9 Rite Aid's unfair methods of competition, and/or unfair and/or deceptive practices, in  
10 violation of California Civil Code section 1770(a), *et. seq.*, which occurred in  
11 connection with transactions which resulted in Plaintiff and the other members of the  
12 Subclass' purchase of goods. These unfair methods of competition, and/or unfair  
13 and/or deceptive practices, included, among other things:

14 (a) reporting to insurance companies and state and federal health  
15 care entities fraudulent "usual and customary" prices for hundreds of generic  
16 prescription drugs;

17 (b) misrepresenting to insurance companies, state and federal health  
18 care entities, Plaintiff, and the Subclass that the "usual and customary" price was  
19 greater than their copayments;

20 (c) concealing from Plaintiff and the Subclass the true "usual and  
21 customary" prices of generic prescription drugs; and

22 (d) wrongfully obtaining monies from Plaintiff and the Subclass as a  
23 result of Rite Aid's deception.

24 92. Rite Aid willfully engaged in the unfair and/or deceptive acts and/or  
25 practices described above and knew or should have known that those acts and/or  
26 practices were unfair and/or deceptive.

27 93. Pursuant to section 1782 of the California Consumer Legal Remedies  
28 Act, on June 15, 2017, Plaintiff sent Rite Aid in writing by certified mail notification

1 of the particular violations of section 1770 described above and requested that Rite  
2 Aid rectifies its practices described above and give notice to all affected consumers of  
3 its intent to so act. Rite Aid received the notice on June 19, 2017.

4 94. The facts which Rite Aid misrepresented and/or concealed, as alleged in  
5 the preceding paragraphs, were material to Plaintiff and the Subclass' decisions about  
6 whether to purchase generic prescription drugs from Rite Aid, in that Plaintiff and the  
7 Subclass would not have purchased generic prescription drugs from Rite Aid for  
8 more than the RSP Prices but for Rite Aid's unfair and/or deceptive acts and/or  
9 practices.

10 95. As a direct and proximate result of Rite Aid's acts described above,  
11 Plaintiff and the other members of the Subclass paid more for Rite Aid's products  
12 than they would have and/or purchased products they would not have purchased but  
13 for Rite Aid's deceptive conduct. Plaintiff and the other members of the Subclass  
14 therefore seek injunctive relief pursuant to section 1782(d) of the California  
15 Consumer Legal Remedies Act, to enjoin Rite Aid's ongoing wrongful acts described  
16 herein.

17 **COUNT III**

18 **Against Defendant Rite Aid, on Behalf of the Class and Subclass,**  
19 **for Unjust Enrichment**

20 96. Plaintiff incorporates by reference and realleges each and every  
21 allegation contained above, as though fully set forth herein.

22 97. By means of Rite Aid's wrongful conduct alleged herein, Rite Aid  
23 knowingly charges plan participants artificially high copayments for generic  
24 prescription drugs included in the RSP in a manner that is unfair and unconscionable.

25 98. Rite Aid knowingly received and retained wrongful benefits and funds  
26 from Plaintiff, the Class, and Subclass. In so doing, Rite Aid acted with conscious  
27 disregard for the rights of Plaintiff, the Class, and Subclass.

28 99. As a result of Rite Aid's wrongful conduct as alleged herein, Rite Aid



1 has been unjustly enriched at the expense of, and to the detriment of Plaintiff, the  
2 Class, and Subclass.

3 100. Rite Aid's unjust enrichment is traceable to, and resulted directly and  
4 proximately from, the conduct alleged herein.

5 101. Under the common law doctrine of unjust enrichment, it is inequitable  
6 for Rite Aid to be permitted to retain the benefits it received, and is still receiving,  
7 without justification, from the imposition of artificially inflated prices on Plaintiff,  
8 the Class, and Subclass in an unfair and unconscionable manner. Rite Aid's retention  
9 of such funds under circumstances making it inequitable to do so constitutes unjust  
10 enrichment.

11 102. Plaintiff, the Class, and Subclass did not confer these benefits officiously  
12 or gratuitously, and it would be inequitable and unjust for Rite Aid to retain these  
13 wrongfully obtained proceeds.

14 103. Rite Aid is therefore liable to Plaintiff, the Class, and Subclass for  
15 restitution in the amount of Rite Aid's wrongfully obtained profits.

16 **COUNT IV**

17 **Against Defendant Rite Aid, on Behalf of the Class and**  
18 **Subclass, for Negligent Misrepresentation**

19 104. Plaintiff incorporates by reference and realleges each and every  
20 allegation contained above, as though fully set forth herein.

21 105. Under the circumstances alleged, Rite Aid owed a duty to Plaintiff, the  
22 Class, and Subclass to provide them with accurate information regarding the prices of  
23 its generic prescription drugs.

24 106. Rite Aid misrepresented and/or concealed the true "usual and  
25 customary" prices of generic prescription drugs that are included in the RSP. Rite  
26 Aid made such misrepresentations by reporting artificially inflated "usual and  
27 customary" prices for such drugs to third-party payors.

28 107. Rite Aid had no reasonable grounds to believe that these

1 misrepresentations and/or omissions were true. The prices that Rite Aid reported to  
2 third-party payors were substantially (and unjustifiably) higher than the prices it  
3 charged under its RSP to cash-paying customers.

4 108. Rite Aid intended to induce Plaintiff, the Class, and Subclass to rely on  
5 its misrepresentations and/or omissions. Rite Aid knew that Plaintiff, the Class, and  
6 Subclass would rely on its misrepresentations and/or omissions regarding "usual and  
7 customary" prices and, as a result, would pay copayments higher than the actual  
8 "usual and customary" prices for those generic prescription drugs.

9 109. Plaintiff, the Class, and Subclass justifiably relied upon Rite Aid's  
10 misrepresentations and/or omissions in that Plaintiff, the Class, and Subclass would  
11 not have purchased generic prescription drugs from Rite Aid for more than the RSP  
12 Prices but for Rite Aid's misrepresentations and/or omissions. Plaintiff, the Class,  
13 and Subclass' reliance on Rite Aid's misrepresentations and/or omissions was, thus, to  
14 their detriment.

15 110. As a proximate result of Rite Aid's negligent conduct, Plaintiff, the  
16 Class, and Subclass have been damaged because they paid copayments for generic  
17 prescription drugs that were far higher than the prices they would have paid but for  
18 Rite Aid's misconduct.

19 111. Rite Aid is therefore liable to Plaintiff, the Class, and Subclass for the  
20 damages they sustained.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Rite Aid, and requests as  
23 follows:

24 A. That all Class members are owed at least the difference between their  
25 paid copayments and the "usual and customary" price offered to the general public for  
26 all prescriptions purchased during the life of the RSP;

27 B. That the Court certify this action as a class action, proper and  
28 maintainable pursuant to Rule 23 of the Federal Rules of Civil Procedure, and

1 declare that Plaintiff is a proper Class representative;

2 C. That the Court grant permanent injunctive relief to prohibit Rite Aid  
3 from continuing to engage in the unlawful acts, omissions, and practices described  
4 herein;

5 D. That the Court award compensatory, consequential, and general damages  
6 in an amount to be determined at trial;

7 E. That the Court order disgorgement and restitution of all earnings, profits,  
8 compensation, and benefits received by Rite Aid as a result of its unlawful acts,  
9 omissions, and practices;

10 F. That the Court award statutory treble damages, and punitive or  
11 exemplary damages, to the extent permitted by law;

12 G. That the unlawful acts alleged in this Complaint be adjudged and decreed  
13 to be a violation of the unfair and deceptive business acts and practices in violation of  
14 the California Unfair Competition Law and California Consumer Legal Remedies Act;

15 H. That the Court award to Plaintiff the costs and disbursements of the  
16 action, along with reasonable attorneys' fees;

17 I. That the Court award pre- and post-judgment interest at the maximum  
18 legal rate; and

19 J. That the Court grant all such other relief as it deems just and proper.

20 **JURY DEMAND**

21 Plaintiff hereby demands a trial by jury on all issues so triable.

22

23 Dated: June 30, 2017

ROBBINS ARROYO LLP  
GEORGE C. AGUILAR  
GREGORY E. DEL GAIZO  
STEVEN M. MCKANY

24

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*/s/Gregory E. Del Gaizo*  
GREGORY E. DEL GAIZO

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Attorneys for Plaintiff

1182676

Byron Stafford, Individually and on Behalf of All Others Similarly Situated v. Rite Aid Corporation		
Class Action Complaint		
<b>Exhibit List</b>		
<b>Exhibit:</b>	<b>Description</b>	<b>Page Nos.:</b>
A	Rite Aid Corporation Rx Savings Program	1-12

# **Exhibit A**



PHARMACY

Store Locator (https://locations.riteaid.com/locations/search.html)

Weekly Ad (https://www.riteaid.com/savings/weekly-ad)

(https://www.riteaid.com/shop/)

# Pharmacy

View Subpages

## Rx Savings Program

Save 15% or more on thousands of brand name and generic prescription drugs<sup>1</sup> by signing up for the Rite Aid Rx Savings Program. When you sign up, you'll receive Rx Savings Card that gives you access to special discounts at Rite Aid pharmacy, including:

- Savings of at least 15% on select brand name prescriptions<sup>1</sup>
- A 30-day supply of select generics for \$9.99 and a 90-day supply for \$15.99<sup>1</sup>
- Select generic oral contraceptives for \$19.99
- A 50-count of Rite Aid TRUEtest diabetic test strips for \$29.99

To find out which generic medications are covered by the Rite Aid Rx Savings Program, please download the complete generic drug list (https://www.riteaid.com/shop/info/pharmacy/prescription-savings/rite-aid-prescription-savings-program/directory-of-generic-medications).

This program may be especially helpful if you don't have insurance or your insurance doesn't cover all of your prescriptions.

**Speak with your local pharmacist to sign up.**

**Find a Store (https://www.riteaid.com/store-locator)**

1. Limitations apply. See complete Rx Savings Program terms & conditions (https://www.riteaid.com/shop/info/pharmacy/prescription-savings/rite-aid-prescription-savings-program/terms-and-conditions).

At Rite Aid, we provide you with the support, products, pharmacy services, and the **wellness+ with Plenti** savings opportunities you need to keep your whole family healthy. With us, it's personal.

About Us (https://www.riteaid.com/about-us)

Customer Care (https://www.riteaid.com/customer-support)

Online Shop

Site Help (https://www.riteaid.com/faq)

Corporate Info (https://www.riteaid.com/corporate)

Legal Information (https://www.riteaid.com/legal)



(https://nabp-pharmacy/programs/e-advertiser-approval-program/approved-e-advertisers/)



Store Locator (https://locations.riteaid.com/locations/search.html)

Weekly Ad (https://www.riteaid.com/savings/weekly-ad)

(https://www.riteaid.com/shop/)

## rx savings program



# DIRECTORY OF GENERIC MEDICATIONS ELIGIBLE FOR RX SAVINGS PROGRAM FLAT FEES

If you are already enrolled in the FREE\* Rx Savings Program, use this guide to find your best choices. And, if you aren't, you'll find hundreds of reasons to join today.



LAST UPDATED 12/14/2016

**DISCOUNT ONLY - NOT INSURANCE.** This discount program is NOT a health insurance policy or a Medicare prescription drug plan and is not intended as a substitute for insurance. The program only provides for discounts on health services from participating Rite Aid pharmacies, and the range of discounts will vary depending on the type of provider and the health services received. The program does not make payments to providers of health care services. Members are required to pay for a health care services, but will receive a discount from contracted providers. You may cancel your registration under the Rite Aid Rx Savings Program at any time by contacting 1-844-550-6822

This program is administered by Rite Aid's delegated Administrator. Rite Aid and Administrator shall have access to and use your prescription drug data to administer the program. Your authorization is required to participate in the program. By signing the Authorization (available in stores), you agree to participate in the program and acknowledge and agree to such access and use by Rite Aid and Administrator. The Authorization signifies your permission authorizing Rite Aid and Administrator to use and/or disclose your medication information as described above.

Rite Aid reserves the right to modify or discontinue this program at any time at its sole discretion. You can view our complete Privacy Policy on our website at [www.riteaid.com/legal/privacy-policy](http://www.riteaid.com/legal/privacy-policy).

Certain limitations apply, including covered generic drugs. A complete list of eligible medications can be found at [www.riteaid.com/rxsavings](http://www.riteaid.com/rxsavings). See pharmacy for details. No enrollment fee. Nominal processing fee may apply. The days supply is based upon the average dispensing patterns for the specific drug and strength. The program, as well as the prices and the list of covered drugs, can be modified by Rite Aid at any time without notice at its sole discretion. Prescriptions paid for in whole or in part by publicly funded health care programs are ineligible. Any prescriptions covered in whole or in part by private or any publicly funded insurance like Medicaid or Medicare will be processed through that insurance unless the patient specifically requests that the prescription be processed through the Rx Savings Program. There is no secondary coverage or coordination of benefits for prescriptions filled under the Rx Savings Program.

The RX Savings Program is a discount only program. The use of the program does not transmit the cost of the prescription to any other insurance, including a customer's Medicare Part D true out of pocket ("TrOOP") amount. Thus, if a patient with Medicare Part D coverage elects to use the RX Savings Program while the customer is in the coverage gap with respect to their Medicare Part D coverage, any payments made for RX Savings Program claims will not count toward the customer's TrOOP unless the customer transmits their receipt to their Medicare drug plan.



## Rx Savings Program Generic Medications

## Rx Savings Program Generic Medications

List Name	Category	30 Day Max Qty	90 Day Max Qty
ACYCLOVIR 200 MG CAP	VIRUSES	30.00	90.00
ACYCLOVIR 400 MG TAB	VIRUSES	30.00	90.00
ACYCLOVIR 800 MG TAB	VIRUSES	30.00	90.00
ALBUTEROL 0.83 MG/ML SOL	ASTHMA	75.00	225.00
ALBUTEROL 5 MG/ML SOL	ASTHMA	20.00	60.00
ALBUTEROL SULF 2 MG/5 ML SYR	ASTHMA	120.00	360.00
ALLOPURINOL 100 MG TAB	ARTHRITIS & PAIN	30.00	90.00
ALLOPURINOL 300 MG TAB	ARTHRITIS & PAIN	30.00	90.00
AMILORIDE HCL/HCTZ 5/50 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
AMITRIPTYLINE HCL 10 MG TAB	MENTAL HEALTH	30.00	90.00
AMITRIPTYLINE HCL 100 MG TAB	MENTAL HEALTH	30.00	90.00
AMITRIPTYLINE HCL 150 MG TAB	MENTAL HEALTH	30.00	90.00
AMITRIPTYLINE HCL 25 MG TAB	MENTAL HEALTH	30.00	90.00
AMITRIPTYLINE HCL 50 MG TAB	MENTAL HEALTH	30.00	90.00
AMITRIPTYLINE HCL 75 MG TAB	MENTAL HEALTH	30.00	90.00
AMLODIPINE BESYLATE 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
AMLODIPINE BESYLATE 2.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
AMLODIPINE BESYLATE 5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
AMOX TR-K CLV 200-28.5 TAB CHW	ANTIBIOTIC TREATMENT	20.00	60.00
AMOXICILLIN 125 MG/5 ML SUSP	ANTIBIOTIC TREATMENT	150.00	450.00
AMOXICILLIN 200 MG/5 ML SUSP	ANTIBIOTIC TREATMENT	100.00	300.00
AMOXICILLIN 250 MG CAP	ANTIBIOTIC TREATMENT	30.00	90.00
AMOXICILLIN 500 MG CAP	ANTIBIOTIC TREATMENT	30.00	90.00
AMOXICILLIN 875 MG TAB	ANTIBIOTIC TREATMENT	20.00	60.00
AMPICILLIN TR 250 MG CAP	ANTIBIOTIC TREATMENT	56.00	168.00
AMPICILLIN TR 500 MG CAP	ANTIBIOTIC TREATMENT	56.00	168.00
ATENOLOL 100 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ATENOLOL 25 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ATENOLOL 50 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ATENOLOL/CHLORTHAL 100/25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ATENOLOL/CHLORTHAL 50/25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ATROPINE 1% EYE DROPS	GLAUCOMA & EYE CARE	5.00	15.00
BACIT/POLYMYXIN B OPTH OINT	GLAUCOMA & EYE CARE	3.50	10.50
BACLOFEN 10 MG TAB	ARTHRITIS & PAIN	90.00	270.00
BACLOFEN 20 MG TAB	ARTHRITIS & PAIN	90.00	270.00
BENAZEPRIL HCL 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BENAZEPRIL HCL 20 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BENAZEPRIL HCL 40 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BENAZEPRIL HCL 5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BENZONATATE 100 MG CAP	ALLERGIES & COLD AND FLU	28.00	84.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
BENZONATATE 200 MG CAP	ALLERGIES & COLD AND FLU	28.00	84.00
BENZTROPINE MES 0.5 MG TAB	MENTAL HEALTH	30.00	90.00
BENZTROPINE MES 1 MG TAB	MENTAL HEALTH	30.00	90.00
BENZTROPINE MES 2 MG TAB	MENTAL HEALTH	30.00	90.00
BETAMETHASONE DP AUG 0.05% CRM	SKIN CONDITIONS	50.00	150.00
BETHANECHOL 10 MG TAB	OTHER MEDICAL CONDITIONS	60.00	180.00
BETHANECHOL 25 MG TAB	OTHER MEDICAL CONDITIONS	90.00	270.00
BETHANECHOL 5 MG TAB	OTHER MEDICAL CONDITIONS	90.00	270.00
BISOPROLOL/HCTZ 10/6.25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BISOPROLOL/HCTZ 2.5/6.25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BISOPROLOL/HCTZ 5/6.25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BRIMONIDINE 0.2% DROPS	#N/A	5.00	15.00
BUMETANIDE 0.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BUMETANIDE 1 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
BUSPIRONE HCL 10 MG TAB	MENTAL HEALTH	60.00	180.00
BUSPIRONE HCL 15 MG TAB	MENTAL HEALTH	60.00	180.00
BUSPIRONE HCL 30 MG TAB	MENTAL HEALTH	30.00	90.00
BUSPIRONE HCL 5 MG TAB	MENTAL HEALTH	60.00	180.00
CAPTOPRIL 12.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
CAPTOPRIL 25 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
CARVEDILOL 12.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00

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List Name	Category	30 Day Max Qty	90 Day Max Qty
CARVEDILOL 25 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
CARVEDILOL 3.125 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
CARVEDILOL 6.25 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
CEPHALEXIN 250 MG CAP	ANTIBIOTIC TREATMENT	28.00	84.00
CEPHALEXIN 500 MG CAP	ANTIBIOTIC TREATMENT	30.00	90.00
CHLORHEXIDINE GLUCONATE 12% SOLN	OTHER MEDICAL CONDITIONS	473.00	1419.00
CICLOPIROX 0.77% CRM	SKIN CONDITIONS	90.00	270.00
CICLOPIROX 8% SOLUTION	SKIN CONDITIONS	6.60	19.80
CIMETIDINE 300 MG TAB	GASTROINTESTINAL HEALTH	30.00	90.00
CIMETIDINE 400 MG TAB	GASTROINTESTINAL HEALTH	30.00	90.00
CIMETIDINE 800 MG TAB	GASTROINTESTINAL HEALTH	30.00	90.00
CIPROFLOXACIN 0.3% OPHTH SOL	GLAUCOMA & EYE CARE	5.00	15.00
CIPROFLOXACIN HCL 250 MG TAB	ANTIBIOTIC TREATMENT	14.00	42.00
CIPROFLOXACIN HCL 500 MG TAB	ANTIBIOTIC TREATMENT	20.00	60.00
CITALOPRAM HBR 10 MG TAB	MENTAL HEALTH	30.00	90.00
CITALOPRAM HBR 20 MG TAB	MENTAL HEALTH	30.00	90.00
CITALOPRAM HBR 40 MG TAB	MENTAL HEALTH	30.00	90.00
CLOMIPHENE CITRATE 50 MG TAB	WOMAN'S HEALTH	5.00	15.00
CLONIDINE HCL 0.1 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
CLONIDINE HCL 0.2 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
CLONIDINE HCL 0.3 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
CLOTRIMAZOLE 1% CREAM	SKIN CONDITIONS	30.00	90.00
CYCLOBENZAPRINE 10 MG TAB	ARTHRITIS & PAIN	30.00	90.00
CYCLOBENZAPRINE 5 MG TAB	ARTHRITIS & PAIN	30.00	90.00
CYTRA-2 SOL	GASTROINTESTINAL HEALTH	473.00	1419.00
DEXAMETHASONE 0.5 MG TAB	ARTHRITIS & PAIN	30.00	90.00
DEXAMETHASONE 0.75 MG TAB	ARTHRITIS & PAIN	12.00	36.00
DEXAMETHASONE 4 MG TAB	ARTHRITIS & PAIN	30.00	90.00
DICLOFENAC 0.1% EYE DROPS	GLAUCOMA & EYE CARE	5.00	15.00
DICLOFENAC POT 50 MG TAB	ARTHRITIS & PAIN	60.00	180.00
DICLOFENAC SOD 100 MG TAB SA	ARTHRITIS & PAIN	30.00	90.00
DICLOFENAC SOD 50 MG TAB EC	ARTHRITIS & PAIN	60.00	180.00
DICLOFENAC SOD 75 MG TAB EC	ARTHRITIS & PAIN	60.00	180.00
DICLOXACILLIN 250 MG CAP	ANTIBIOTIC TREATMENT	40.00	120.00
DICYCLOMINE 10 MG CAP	GASTROINTESTINAL HEALTH	60.00	180.00
DICYCLOMINE 20 MG TAB	GASTROINTESTINAL HEALTH	60.00	180.00
DIGOXIN 125 MCG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
DIGOXIN 250 MCG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
DILTIAZEM 120 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
DILTIAZEM 30 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
DILTIAZEM 60 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
DILTIAZEM 90 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
DIVALPROEX SOD DR 125 MG TAB	OTHER MEDICAL CONDITIONS	90.00	270.00
DOXAZOSIN MESYLATE 1 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
DOXAZOSIN MESYLATE 2 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
DOXAZOSIN MESYLATE 4 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
DOXAZOSIN MESYLATE 8 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
DOXEPIN 10 MG CAP	MENTAL HEALTH	30.00	90.00
DOXEPIN 25 MG CAP	MENTAL HEALTH	30.00	90.00
DOXEPIN 50 MG CAP	MENTAL HEALTH	30.00	90.00
DOXEPIN 75 MG CAP	MENTAL HEALTH	30.00	90.00
ENALAPRIL MALEATE 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ENALAPRIL MALEATE 2.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ENALAPRIL MALEATE 20 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ENALAPRIL MALEATE 5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ENALAPRIL/HCTZ 10-25MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ENALAPRIL/HCTZ 5-12.5MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ERYTHROMYCIN 2% GEL	SKIN CONDITIONS	30.00	90.00
ESTRADIOL 0.5 MG TAB	WOMAN'S HEALTH	30.00	90.00
ESTRADIOL 1 MG TAB	WOMAN'S HEALTH	30.00	90.00
ESTRADIOL 2 MG TAB	WOMAN'S HEALTH	30.00	90.00
ESTROPIPATE 0.625(0.75 MG) TAB	WOMAN'S HEALTH	30.00	90.00
ESTROPIPATE 1.25(1.5 MG) TAB	WOMAN'S HEALTH	30.00	90.00
FAMOTIDINE 20 MG TAB	GASTROINTESTINAL HEALTH	60.00	180.00
FAMOTIDINE 40 MG TAB	GASTROINTESTINAL HEALTH	30.00	90.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
FLUCONAZOLE 100 MG TAB	FUNGAL INFECTIONS	10.00	30.00
FLUCONAZOLE 150 MG TAB	FUNGAL INFECTIONS	1.00	3.00
FLUOCINONIDE-E 0.05% CRM	SKIN CONDITIONS	15.00	60.00
List Name	Category	30 Day Max Qty	90 Day Max Qty
FLUOXETINE 20 MG CAP	MENTAL HEALTH	30.00	90.00
FLUOXETINE HCL 10 MG CAP	MENTAL HEALTH	30.00	90.00
FLUOXETINE HCL 40 MG CAP	MENTAL HEALTH	30.00	90.00
FLUPHENAZINE 1 MG TAB	MENTAL HEALTH	30.00	90.00
FLUPHENAZINE 10 MG TAB	MENTAL HEALTH	30.00	90.00
FLUPHENAZINE 2.5 MG TAB	MENTAL HEALTH	30.00	90.00
FLUPHENAZINE 5 MG TAB	MENTAL HEALTH	30.00	90.00
FLUTICASONE PROP 0.005% OINT	SKIN CONDITIONS	30.00	90.00
FLUTICASONE PROP 0.05% CRM	SKIN CONDITIONS	60.00	180.00
FOLIC ACID 1 MG TAB	VITAMINS & NUTRITIONAL HEALTH	30.00	90.00
FUROSEMIDE 20 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
FUROSEMIDE 40 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
FUROSEMIDE 80 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
GENTAMICIN 3 MG/ML EYE DROPS	GLAUCOMA & EYE CARE	5.00	15.00
GLIMEPIRIDE 1 MG TAB	DIABETES	30.00	90.00
GLIMEPIRIDE 2 MG TAB	DIABETES	30.00	90.00
GLIMEPIRIDE 4 MG TAB	DIABETES	30.00	90.00
GLIPIZIDE 10 MG TAB	DIABETES	60.00	180.00
GLIPIZIDE 5 MG TAB	DIABETES	30.00	90.00
GLIPIZIDE XL 10 MG TAB	DIABETES	30.00	90.00
GLIPIZIDE XL 2.5 MG TAB	DIABETES	30.00	90.00
GLIPIZIDE XL 5 MG TAB	DIABETES	30.00	90.00
GLYBURIDE 2.5 MG TAB	DIABETES	30.00	90.00
GLYBURIDE 5 MG TAB	DIABETES	30.00	90.00
GLYBURIDE MICRO 1.5 MG TAB	DIABETES	30.00	90.00
GLYBURIDE MICRO 3 MG TAB	DIABETES	30.00	90.00
GLYBURIDE MICRO 6 MG TAB	DIABETES	30.00	90.00
GUANFACINE 1 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
GUANFACINE 2 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
HALOPERIDOL 0.5 MG TAB	MENTAL HEALTH	30.00	90.00
HALOPERIDOL 1 MG TAB	MENTAL HEALTH	30.00	90.00
HALOPERIDOL 2 MG TAB	MENTAL HEALTH	30.00	90.00
HALOPERIDOL 5 MG TAB	MENTAL HEALTH	30.00	90.00
HYDRALAZINE 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
HYDRALAZINE 100 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
HYDRALAZINE 25 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
HYDRALAZINE 50 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
HYDROCHLOROTHIAZIDE 12.5 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
HYDROCHLOROTHIAZIDE 25 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
HYDROCHLOROTHIAZIDE 50 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
HYDROCORTISONE 2.5% CRM	SKIN CONDITIONS	30.00	90.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
HYDROCORTISONE 2.5% OINT	SKIN CONDITIONS	28.35	85.05
HYDROXYZINE HCL10MG/5ML SYR	ALLERGIES & COLD AND FLU	120.00	360.00
IBUPROFEN 400 MG TAB	ARTHRITIS & PAIN	60.00	180.00
IBUPROFEN 600 MG TAB	ARTHRITIS & PAIN	60.00	180.00
IBUPROFEN 800 MG TAB	ARTHRITIS & PAIN	60.00	180.00
INDAPAMIDE 1.25 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
INDAPAMIDE 2.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
INDOMETHACIN 25 MG CAP	ARTHRITIS & PAIN	60.00	180.00
INDOMETHACIN 50 MG CAP	ARTHRITIS & PAIN	30.00	90.00
IPRATROPIUM BR 0.02% SOLN	ASTHMA	62.50	187.50
ISONIAZID 300 MG TAB	OTHER MEDICAL CONDITIONS	30.00	90.00
ISOSORBIDE DN 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
ISOSORBIDE DN 30 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
ISOSORBIDE DN 5 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
ISOSORBIDE MN 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
ISOSORBIDE MN 20 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
ISOSORBIDE MN 30 MG TAB SA	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ISOSORBIDE MN 60 MG TAB ER	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
ISOSORBIDE MN 120 MG TAB ER	#N/A	30.00	90.00
KETOCONAZOLE 2% CRM	SKIN CONDITIONS	60.00	180.00
LACTULOSE 10 GM/15 ML SOLN	GASTROINTESTINAL HEALTH	473.00	1419.00
LEVOBUNOLOL 0.5% EYE DROPS	GLAUCOMA & EYE CARE	5.00	15.00
LEVOTHYROXINE 100 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 112 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 125 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 137 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 150 MCG TAB	THYROID CONDITION	30.00	90.00
List Name	Category	30 Day Max Qty	90 Day Max Qty
LEVOTHYROXINE 175 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 200 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 25 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 300 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 50 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 75 MCG TAB	THYROID CONDITION	30.00	90.00
LEVOTHYROXINE 88 MCG TAB	THYROID CONDITION	30.00	90.00
LIDOCAINE 2% VISCOUS SOLN	OTHER MEDICAL CONDITIONS	100.00	300.00
LIDOCAINE-PRILOCAIN 2.5% CRM	OTHER MEDICAL CONDITIONS	30.00	90.00
LISINAPRIL 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LISINAPRIL 2.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LISINAPRIL 20 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LISINAPRIL 30 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LISINAPRIL 40 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LISINAPRIL 5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
LISINAPRIL-HCTZ 10/12.5 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LISINAPRIL-HCTZ 20/12.5 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LISINAPRIL-HCTZ 20/25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
LITHIUM CARBONATE 300 MG CAP	MENTAL HEALTH	90.00	270.00
LOVASTATIN 10 MG TAB	CHOLESTEROL	30.00	90.00
LOVASTATIN 20 MG TAB	CHOLESTEROL	30.00	90.00
LOVASTATIN 40 MG TAB	CHOLESTEROL	30.00	90.00
MEDROXYPROGESTERONE 10 MG TAB	WOMAN'S HEALTH	10.00	30.00
MEDROXYPROGESTERONE 2.5 MG	WOMAN'S HEALTH	30.00	90.00
MEDROXYPROGESTERONE 5 MG TAB	WOMAN'S HEALTH	30.00	90.00
MEGESTROL 20 MG TAB	OTHER MEDICAL CONDITIONS	30.00	90.00
MEGESTROL 40 MG TAB	OTHER MEDICAL CONDITIONS	30.00	90.00
MELOXICAM 15 MG TAB	ARTHRITIS & PAIN	30.00	90.00
MELOXICAM 7.5 MG TAB	ARTHRITIS & PAIN	30.00	90.00
METFORMIN HCL 1,000 MG TAB	DIABETES	60.00	180.00
METFORMIN HCL 500 MG TAB	DIABETES	60.00	180.00
METFORMIN HCL 750 MG ER TAB	DIABETES	60.00	180.00
METFORMIN HCL 850 MG TAB	DIABETES	60.00	180.00
METFORMIN HCL ER 500 MG TAB	DIABETES	60.00	180.00
METHIMAZOLE 10 MG TABLET	THYROID CONDITION	30.00	90.00
METHIMAZOLE 5 MG TABLET	THYROID CONDITION	30.00	90.00
METHYLDOPA 250 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
METOCLOPRAMIDE 10 MG TAB	GASTROINTESTINAL HEALTH	60.00	180.00
METOCLOPRAMIDE 5 MG TAB	GASTROINTESTINAL HEALTH	60.00	180.00
METOCLOPRAMIDE 5 MG/5 ML SYR	GASTROINTESTINAL HEALTH	60.00	180.00
METOPROLOL 100 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
METOPROLOL 25 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
METOPROLOL 50 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
METRONIDAZOLE 250 MG TAB	ANTIBIOTIC TREATMENT	28.00	84.00
METRONIDAZOLE 500 MG TAB	ANTIBIOTIC TREATMENT	14.00	42.00
MOMETASONE FUROATE 0.1% CREAM	SKIN CONDITIONS	45.00	135.00
MOMETASONE FUROATE 0.1% OINT	SKIN CONDITIONS	45.00	135.00
MULTI-VITA BETS/FL 0.25 MG LIQ	VITAMINS & NUTRITIONAL HEALTH	50.00	150.00
MULTI-VITA BETS/FL 0.5 MG LIQ	VITAMINS & NUTRITIONAL HEALTH	50.00	150.00
MULTIVIT-IRON-FL 0.25 MG/ML	VITAMINS & NUTRITIONAL HEALTH	50.00	150.00
NAPROXEN 250 MG TAB	ARTHRITIS & PAIN	60.00	180.00
NAPROXEN 375 MG TAB	ARTHRITIS & PAIN	60.00	180.00
NAPROXEN 500 MG TAB	ARTHRITIS & PAIN	60.00	180.00
NEO/POLYMYXIN/DEXAMETH DROPS	GLAUCOMA & EYE CARE	5.00	15.00
NORTRIPTYLINE HCL 10 MG CAP	MENTAL HEALTH	30.00	90.00
NORTRIPTYLINE HCL 25 MG CAP	MENTAL HEALTH	30.00	90.00
NORTRIPTYLINE HCL 50 MG CAP	MENTAL HEALTH	30.00	90.00
NORTRIPTYLINE HCL 75 MG CAP	MENTAL HEALTH	30.00	90.00
OXYBUTYNIN 5 MG TAB	OTHER MEDICAL CONDITIONS	60.00	180.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
PAROXETINE HCL 10 MG TAB	MENTAL HEALTH	30.00	90.00
PAROXETINE HCL 20 MG TAB	MENTAL HEALTH	30.00	90.00
PAROXETINE HCL 30 MG TAB	MENTAL HEALTH	30.00	90.00
PAROXETINE HCL 40 MG TAB	MENTAL HEALTH	30.00	90.00
PENICILLIN VK 125 MG/5 ML LIQ	ANTIBIOTIC TREATMENT	200.00	600.00
PENICILLIN VK 250 MG TAB	ANTIBIOTIC TREATMENT	28.00	84.00
PENICILLIN VK 250 MG/5 ML LIQ	ANTIBIOTIC TREATMENT	200.00	600.00
PENICILLIN VK 500 MG TAB	ANTIBIOTIC TREATMENT	28.00	84.00
PHENAZOPYRIDINE 100 MG TAB	OTHER MEDICAL CONDITIONS	6.00	18.00
PHENAZOPYRIDINE 200 MG TAB	OTHER MEDICAL CONDITIONS	6.00	18.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
POLYMYXIN B/TMP EYE DROPS	GLAUCOMA & EYE CARE	10.00	30.00
PRAVASTATIN SODIUM 10 MG TAB	CHOLESTEROL	30.00	90.00
PRAVASTATIN SODIUM 20 MG TAB	CHOLESTEROL	30.00	90.00
PRAVASTATIN SODIUM 40 MG TAB	CHOLESTEROL	30.00	90.00
PRAVASTATIN SODIUM 80 MG TAB	CHOLESTEROL	30.00	90.00
PRAZOSIN 1 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
PRAZOSIN 2 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
PRAZOSIN 5 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
PREDNISON 1 MG TAB	OTHER MEDICAL CONDITIONS	90.00	270.00
PREDNISON 10 MG TAB	OTHER MEDICAL CONDITIONS	30.00	90.00
PREDNISON 2.5 MG TAB	OTHER MEDICAL CONDITIONS	30.00	90.00
PREDNISON 20 MG TAB	OTHER MEDICAL CONDITIONS	30.00	90.00
PREDNISON 5 MG DOSE PACK	OTHER MEDICAL CONDITIONS	21.00	63.00
PREDNISON 5 MG TAB	OTHER MEDICAL CONDITIONS	30.00	90.00
PROCHLORPERAZINE 10 MG TAB	GASTROINTESTINAL HEALTH	30.00	90.00
PROMETHAZINE 12.5 MG TABLET	GASTROINTESTINAL HEALTH	120.00	360.00
PROMETHAZINE 25 MG TAB	GASTROINTESTINAL HEALTH	30.00	90.00
PROMETHAZINE 50 MG TAB	GASTROINTESTINAL HEALTH	60.00	180.00
PROMETHAZINE 6.25 MG/5 ML SYR	GASTROINTESTINAL HEALTH	180.00	540.00
PROMETHAZINE DM SYRUP	GASTROINTESTINAL HEALTH	180.00	540.00
PROPRANOLOL 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
PROPRANOLOL 20 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
PROPRANOLOL 40 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
PROPRANOLOL 80 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
RANITIDINE 150 MG TAB	GASTROINTESTINAL HEALTH	60.00	180.00
RANITIDINE 300 MG TAB	GASTROINTESTINAL HEALTH	30.00	90.00
SELENIUM 2.5% LOTION/SHAMPOO	SKIN CONDITIONS	118.00	354.00
SERTRALINE HCL 100 MG TAB	MENTAL HEALTH	30.00	90.00
SERTRALINE HCL 25 MG TAB	MENTAL HEALTH	30.00	90.00
SERTRALINE HCL 50 MG TAB	MENTAL HEALTH	30.00	90.00
SILVER SULFADIAZINE 1% CRM	SKIN CONDITIONS	50.00	150.00
SIMVASTATIN 10 MG TAB	CHOLESTEROL	30.00	90.00
SIMVASTATIN 20 MG TAB	CHOLESTEROL	30.00	90.00
SIMVASTATIN 40 MG TAB	CHOLESTEROL	30.00	90.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
SIMVASTATIN 5 MG TAB	CHOLESTEROL	30.00	90.00
SIMVASTATIN 80 MG TAB	CHOLESTEROL	30.00	90.00
SOTALOL 120 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
SOTALOL 160 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
SOTALOL 80 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
SPIRONOLACT/HCTZ 25/25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
SPIRONOLACTONE 100 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
SPIRONOLACTONE 25 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
SPIRONOLACTONE 50 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
SULFAMETHOXAZOLE/TMP DS TAB	ANTIBIOTIC TREATMENT	28.00	84.00
SULFAMETHOXAZOLE/TMP SS TAB	ANTIBIOTIC TREATMENT	28.00	84.00
TAMOXIFEN 10 MG TAB	WOMAN'S HEALTH	60.00	180.00
TAMOXIFEN 20 MG TAB	WOMAN'S HEALTH	30.00	90.00
TERAZOSIN 1 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
TERAZOSIN 10 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
TERAZOSIN 2 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
TERAZOSIN 5 MG CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
TERBINAFINE HCL 250 MG TAB	FUNGAL INFECTIONS	30.00	90.00
THIORIDAZINE 10 MG TAB	MENTAL HEALTH	30.00	90.00
THIORIDAZINE 100 MG TAB	MENTAL HEALTH	30.00	90.00
THIORIDAZINE 25 MG TAB	MENTAL HEALTH	30.00	90.00
THIORIDAZINE 50 MG TAB	MENTAL HEALTH	30.00	90.00
TIMOLOL 0.25% EYE DROPS	GLAUCOMA & EYE CARE	5.00	15.00
TIMOLOL 0.5% EYE DROPS	GLAUCOMA & EYE CARE	5.00	15.00
TRAZODONE 100 MG TAB	MENTAL HEALTH	30.00	90.00
TRAZODONE 150 MG TAB	MENTAL HEALTH	30.00	90.00
TRAZODONE 50 MG TAB	MENTAL HEALTH	30.00	90.00
TRIAMCINOLONE 0.025% CRM	SKIN CONDITIONS	80.00	240.00
TRIAMCINOLONE 0.025% OINT	SKIN CONDITIONS	15.00	45.00
TRIAMCINOLONE 0.1% CRM	SKIN CONDITIONS	80.00	240.00
TRIAMCINOLONE 0.1% OINT	SKIN CONDITIONS	80.00	240.00
TRIAMCINOLONE 0.5% CRM	SKIN CONDITIONS	15.00	45.00
TRIAMTERENE/HCTZ 37.5/25 CAP	HEART HEALTH & BLOOD PRESSURE	30.00	90.00

List Name	Category	30 Day Max Qty	90 Day Max Qty
TRIAMTERENE/HCTZ 37.5/25 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
TRIAMTERENE/HCTZ 75/50 TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
TRIHEXYPHENIDYL 2 MG TAB	MENTAL HEALTH	60.00	180.00
TRIHEXYPHENIDYL 5 MG TAB	MENTAL HEALTH	60.00	180.00
TRI-VIT-FLUOR-IRON 0.25MG/ML	VITAMINS & NUTRITIONAL HEALTH	50.00	150.00
UREA 40% GEL	SKIN CONDITIONS	15.00	45.00
VERAPAMIL 120 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00



List Name	Category	30 Day Max Qty	90 Day Max Qty
VERAPAMIL 40 MG TAB	HEART HEALTH & BLOOD PRESSURE	60.00	180.00
VERAPAMIL 80 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
VINATE-M TAB	VITAMINS & NUTRITIONAL HEALTH	30.00	90.00
WARFARIN SODIUM 1 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 10 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 2 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 2.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 3 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 4 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 6 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00
WARFARIN SODIUM 7.5 MG TAB	HEART HEALTH & BLOOD PRESSURE	30.00	90.00

Generic Oral Contraceptives

List Name	Qty	Price
ARANELLE 28 TABLET	28.00	19.99
BALZIVA 28 TABLET	28.00	19.99
CRYSSELLE 28 TABLET	28.00	19.99
DASETTE 1-35-28 TABLET	28.00	19.99
DASETTE 7/7/7-28 TABLET	28.00	19.99
DEBLITANE 0.35 MG TAB 28	28.00	19.99
FALMINA - 28 TAB	28.00	19.99
GILDESS 1.5 MG-30 MCG TABLET	21.00	19.99
GILDESS FE 1-20 TABLET	28.00	19.99
JULEBER - 28 TABLET	28.00	19.99
JUNEL FE 1MG-20MCG TABLET	28.00	19.99
KELNOR 1-35 28 TABLET	28.00	19.99
LARIN FE 1.5-30 TABLET	28.00	19.99
LESSINA-28 TABLET	28.00	19.99
LEVONEST-28 TABLET	28.00	19.99
LEVONOR-ETH ESTRAD 0.15-0.03	91.00	59.97
MONO-LINYAH 28 TABLET	28.00	19.99
NECON 1-50-28 TABLET	28.00	19.99
NORETHIND-ETH ESTRAD 1-0.02 MG	21.00	19.99
SETLAKIN 0.15-0.03 MG	91.00	59.97
SHAROBEL 0.35 MG TABLET	28.00	19.99
TRI-LINYAH TABLET	28.00	19.99
VELIVET 28 DAY TABLET	28.00	19.99
WERA 0.5/0.035 MG TABLET	28.00	19.99

Other Specially-Priced Items

List Name	Qty	Price
TRUEMETRIX GLUCOSE TEST STRIPS	50.00	17.99
TRUETEST GLUCOSE TEST STRIPS	50.00	29.99

List Name	Qty	Price
DOXYCYCLINE 100 MG CAP	20.00	29.99
DOXYCYCLINE 100 MG CAP	60.00	89.97
ZOLPIDEM TARTRATE 5 MG TAB	30.00	19.99
ZOLPIDEM TARTRATE 5 MG TAB	90.00	59.97
ZOLPIDEM TARTRATE 10 MG TAB	30.00	19.99
ZOLPIDEM TARTRATE 10 MG TAB	90.00	59.97

At Rite Aid, we provide you with the support, products, pharmacy services, and the **wellness+ with Plenti** savings opportunities you need to keep your whole family healthy. With us, it's personal.




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**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Bryon Stafford, Individually and on Behalf of All Others Similarly Situated

**DEFENDANTS**

Rite Aid Corporation

(b) County of Residence of First Listed Plaintiff San Diego County, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Cumberland County, PA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Robbins Arroyo LLP  
600 B Street, Suite 1900, San Diego, CA 92101  
(619) 525-3990

Attorneys (If Known) '17CV1340 BEN JLB

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Class Action Fairness Act, 28 U.S.C. §1332(d)(2)

Brief description of cause:  
Consumer Class Action Complaint

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_ CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE Anthony J. Battaglia DOCKET NUMBER 3:17-cv-01089-AJB-JLB

DATE 06/30/2017 SIGNATURE OF ATTORNEY OF RECORD  
s/Gregory E. Del Gaizo

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Rite Aid Facing Class Action Claiming It Overcharges for Generic Drugs](#)

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