

CIVIL ACTION
COVER SHEET

DOCKET NO.(S)

09-276

Trial Court of Massachusetts
Superior Court Department
County: BERKSHIRE

PLAINTIFF(S)

KAREN HATHAWAY, PharmD. and
STEVEN LESLIE, PharmD.

DEFENDANT(S)

RITE AID CORPORATION,
GARRETT CAVANAUGH, PDM, and
KEVIN BELLINO, R. PH.ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE
RONALD E. GREGSON, P.C., LEGACY BANK BUILDING
25B MAIN STREET, LENOX, MA, 01240
Board of Bar Overseers number: 662958ATTORNEY (if known)
ROBERT FORTGANG
573 HOPMEADOW STREET
SIMSBURY, CT 06070

Origin code and track designation

Place an x in one box only:

- ☒ 1. F01 Original Complaint
☐ 2. F02 Removal to Sup.Ct. C.231,s.104
(Before trial) (F)

- ☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)
☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
☐ 6. E10 Summary Process Appeal (X)

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)

CODE NO.

TYPE OF ACTION (specify)

TRACK

IS THIS A JURY CASE?

E 99

G.L.c. 149, § 187

HEALTHCARE WHISTLEBLOWER

(F)

(X) Yes

() No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses
2. Total Doctor expenses
3. Total chiropractic expenses
4. Total physical therapy expenses
5. Total other expenses (describe)

THE COMMONWEALTH OF MASSACHUSETTS
BERKSHIRE, S.S. SUPERIOR COURTF
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Subtotal

B. Documented lost wages and compensation to date

C. Documented property damages to date

D. Reasonably anticipated future medical and hospital expenses

E. Reasonably anticipated lost wages

F. Other documented items of damages (describe)

\$
\$
\$
\$
\$
\$ 38,674.00
\$
\$ 100,000.00
\$

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)

PUBLIC POLICY WRONGFUL DISCHARGE, TORTIOUS INTERFERENCE AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; BAD FAITH TERMINATION FOR PROTECTING PUBLIC HEALTH AND SAFETY AND DEMANDING EARNED WAGES; LOST WAGES AND BENEFITS, PAST AND FUTURE, TO BE CALCULATED BY EXPERT; EMOTIONAL DISTRESS, HUMILIATION, ANXIETY, AND LOSS OF ENJOYMENT OF LIFE

\$ 100,000.00
TOTAL \$ 238,674.00

CONTRACT CLAIMS

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

BREACH OF EMPLOYMENT CONTRACT; WRONGFUL DISCHARGE; LOST WAGES AND BENEFITS, PAST AND FUTURE, TO BE CALCULATED BY EXPERT

TOTAL \$ 100,000.00

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT.

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record

DATE:

9/9/09

CIVIL ACTION COVER SHEET INSTRUCTIONS

SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

CONTRACT		REAL PROPERTY		MISCELLANEOUS	
A01	Services, labor and materials (F)	C01	Land taking (eminent domain) (F)	E02	Appeal from administrative Agency G.L.c.30A (X)
A02	Goods sold and delivered (F)	C02	Zoning Appeal, G.L. c.40A (F)	E03	Action against Commonwealth (A)
A03	Commercial Paper (F)	C03	Dispute concerning title (F)		Municipality, G.L.c.258
A08	Sale or lease of real estate (F)	C04	Foreclosure of mortgage (X)	E05	All Arbitration (X)
A12	Construction Dispute (A)	C05	Condominium lien and charges (X)	E07	G.L.c.112,s.12S (Mary Moe) (X)
A99	Other (Specify) (F)	C99	Other (Specify) (F)	E08	Appointment of Receiver (X)
TORT		EQUITABLE REMEDIES		E09	General Contractor bond, G.L.c.149,s.29,29a (A)
B03	Motor Vehicle negligence-personal injury/property damage (F)	D01	Specific performance of contract (A)	E11	Workers's Compensation (X)
B04	Other negligence-personal injury/property damage (F)	D02	Reach and Apply (F)	E12	G.L.c.123A,s.12(SDP Commitment) (X)
B05	Products Liability (A)	D06	Contribution or Indemnification (F)	E14	G.L.c.123A,s.9(SDP Petition) (X)
B06	Malpractice-medical (A)	D07	Imposition of Trust (A)	E15	Abuse Petition, G.L.c.209A (X)
B07	Malpractice-other(Specify) (A)	D08	Minority Stockholder's Suit (A)	E16	Auto Surcharge Appeal (X)
B08	Wrongful death, G.L.c.229,s.2A (A)	D10	Accounting (A)	E17	Civil Rights Act, G.L.c.12,s.11H (A)
B15	Defamation (Libel-Slander) (A)	D12	Dissolution of Partnership (F)	E18	Foreign Discovery Proceeding (X)
B19	Asbestos (A)	D13	Declaratory Judgment G.L.c.231A (A)	E19	Sex Offender Registry G.L.c.178M,s.6 (X)
B20	Personal Injury-Slip&Fall (F)	D99	Other (Specify) (F)	E25	Pleural Registry (Asbestos cases) (F)
B21	Environmental (A)			E95	Forfeiture G.L.c.94C,s.47 (F)
B22	Employment Discrimination (F)			E96	Prisoner Cases (F)
B99	Other (Specify) (F)			E97	Prisoner Habeas Corpus (X)
				E99	Other (Specify) (X)

TRANSFER YOUR SELECTION TO THE FACE SHEET.

EXAMPLE:

CODE NO.	TYPE OF ACTION (SPECIFY)	TRACK	IS THIS A JURY CASE?
B03	Motor Vehicle Negligence-Personal Injury	(F)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SUPERIOR COURT RULE 29

DUTY OF THE PLAINTIFF. The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary), a statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 29(5)(C).

DUTY OF THE DEFENDANT. Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate, he or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT, BUFF COLOR PAPER.

**FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.**

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

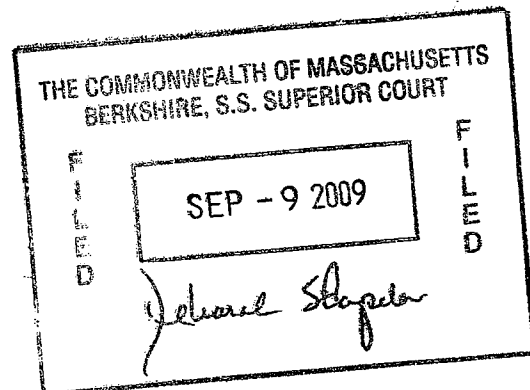
SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

**KAREN HATHAWAY, PharmD. and)
STEVEN LESLIE, PharmD.)
Plaintiffs)**

**VERIFIED COMPLAINT AND DEMAND
FOR TRIAL BY JURY**

v.)

**RITE AID CORPORATION,)
GARRET CAVANAUGH, PDM, and)
KEVIN BELLINO, R.PH.)
Defendants)**



I. INTRODUCTION

1. This Complaint is brought in order to redress the Plaintiffs' claims for wrongful termination in violation of public policy ("common-law whistleblower"), healthcare whistleblower violation (M.G.L. c. 149 §187), wage and hour violation, breach of contract, intentional infliction of emotional distress, and interference with contractual relations. Plaintiffs incorporate herein by reference all facts and claims alleged in this Complaint and to be discovered during the pendency of this case.

II. PARTIES

2. Plaintiff, Karen Hathaway, PharmD. (hereinafter, Hathaway) was employed by Rite Aid Corporation, Inc. (hereinafter, RAC) as a pharmacist from October 2007 until her termination on or about November 1, 2008. She was the staff pharmacist partnered with Leslie in RAC Store No. 10071 located in Lee, Massachusetts until her termination. Her residential address is 175 Cascade Street, Pittsfield,

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Massachusetts 01201. At all times relevant herein, Hathaway practiced pharmacy in compliance with the laws, rules and regulations governing the practice of pharmacy.

3. Plaintiff, Steven Leslie, PharmD. (hereinafter, Leslie), was employed by RAC beginning in November 1989 and until his termination on September 17, 2008. Leslie was the Pharmacy Manager and Manager of Record of RAC Store No. 10071 located in Lee, Massachusetts at the time of his termination. His residential address is 25 Oliver Avenue, Pittsfield, Massachusetts 01201. At all times relevant herein, Leslie practiced pharmacy in compliance with the laws, rules and regulations governing the practice of pharmacy.

4. Defendant, Rite Aid Corporation, is a business entity organized under the laws of the State of Pennsylvania. RAC maintains a principal business address at 30 Hunter Lane, Camp Hill, Pennsylvania 17011. At all times relevant to these proceedings, RAC either employed or terminated Plaintiffs Leslie and Hathaway from its store located in the Commonwealth of Massachusetts, with a principal business address of 25 Park Street, Lee, Massachusetts 01238.

5. Defendant Garret Cavanaugh, PDM (hereinafter, Cavanaugh), has a residential address of 321 Cedar Swamp Road, Monson, Massachusetts 01057. Cavanaugh was a Pharmacy District Manager of RAC responsible for supervising Hathaway and Leslie. At all times relevant herein, Cavanaugh was acting within the scope of his employment with RAC.

6. Defendant Kevin Bellino, R.Ph. (hereinafter, Bellino), has a residential address of 3 Stonegate Circle, Grafton, MA 01519. Bellino was a Pharmacy District

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Manager of RAC responsible for supervising Hathaway and Leslie. At all times relevant herein, Bellino was acting within the scope of his employment with RAC.

III. FACTS

7. In September 2007, RAC hired Hathaway to be a staff pharmacist and member of the pharmacy team in District 3107, responsible to practice pharmacy according to the laws, rules and regulations governing the practice of pharmacy.

8. In November 2007, RAC assigned Hathaway to practice pharmacy at its Store No. 10071 located in Lee, Massachusetts.

9. When Hathaway arrived at RAC Store No. 10071, she learned that patients had complained to Massachusetts State Representative William "Smitty" Pignatelli (hereinafter, Pignatelli) and the Massachusetts Board of Pharmacy (hereinafter, BOP) about poor pharmacy service, disorganization and dispensing errors. After practicing pharmacy at RAC Store No. 10071, Hathaway determined that in fact prescriptions were being filled in an unsafe manner and the situation presented a health and safety risk to the public.

10. In 2007 RAC Store No. 10071 had experienced a number of dispensing errors and public complaints to the BOP. At that time, Leslie was working for RAC as a part time pharmacist at that time and held a full time pharmacist position with Price Chopper. Towards the end of 2007, Leslie was approached by Sabrie Ibrahim, Regional VP of RAC Pharmacy Operations (hereinafter, Ibrahim) and offered a full time position with RAC to correct the serious public health and safety issues at Store No. 10071.

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11. In order for Leslie to take the position with RAC, he had to break a contract with his employer at the time, Price Chopper, and pay money back to Price Chopper under the terms of their written agreement.

12. RAC was so anxious and determined to acquire Leslie that it agreed to credit him with approximately 18 years of seniority based upon his prior employment with Brooks Pharmacy/Eckerd Drug and promised him a \$45,000 sign on bonus.

13. In December 2007, Leslie accepted the offer and RAC promoted him to be its Pharmacy Manager and Manager of Record at its Lee pharmacy, RAC Store No. 10071 on a full time basis.

14. Leslie relied upon RAC's promises and its implied covenant to honor the contract in good faith and deal with him fairly in the terms and conditions of his employment as the Pharmacy Manager and Manager of Record at Store No. 10071.

15. During the entire period of time that Leslie was employed by RAC, he received favorable performance evaluations and assessments.

16. During the first three months of his employment with RAC at Store No. 10071, Leslie was able to confirm that dispensing errors and public complaints to the BOP had occurred from this location. Upon his arrival, he determined that the practice of pharmacy at Store No. 10071 presented a public health and safety risk. Leslie undertook to correct the safety deficiencies through staffing and management.

17. Within four months of having accepted the full time position with RAC, Leslie had managed the pharmacy and addressed the public health and safety risks and BOP complaints. He brought the practice of pharmacy at Store No. 10071 into

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compliance with the laws, rules and regulations governing the practice of pharmacy and it was once again safe to have prescriptions filled there. Leslie's efforts in bringing the pharmacy into compliance with the safe practice of pharmacy included his corresponding with the BOP and making certain that necessary staffing levels were met.

18. Beginning in April 2008, RAC Pharmacy District Manager, Bellino and Ibrahim began exerting pressure on Leslie to violate Massachusetts pharmacy regulations governing the pharmacist-to-technician ratio. Ibrahim acknowledged the Massachusetts law requiring a minimum pharmacist-to-technician ratio, but indicated that Bellino had a budget they had to work within. If that meant violating the law, then it was to be violated.

19. Leslie informed his superiors verbally, including Bellino and Cavanaugh, and confirmed in writing on May 13, 2008, that the requests being made of him relative to pharmacy staffing were in violation of the laws, rules and regulations governing pharmacy supervisory ratios and in his professional judgment presented a threat to public health and safety. These concerns were renewed verbally, and in writing, on July 7 and again on September 3, 2008 when Leslie insisted on adequate staffing and compliance with the regulations governing the practice of pharmacy. Neither Bellino nor Cavanaugh would respond in writing.

20. Leslie's management of the pharmacy and insistence upon compliance with the laws, rules and regulations governing the practice of pharmacy angered Bellino and Cavanaugh. Bellino made several inappropriate and threatening comments to Leslie regarding Leslie's interpretation of his duties as the Manager of Record and

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obligation to enforce the laws governing the practice of pharmacy. Bellino accused Leslie of threatening a "Whistleblower" claim using that specific word.

21. Bellino and Cavanaugh continued making demands upon Leslie, and witnessed by Hathaway, to reduce technician hours and eliminate pharmacist overlap hours. These demands would create the unsafe condition that had existed previously and would result in a health and safety risk to the public. On May 12, 2008, Hathaway sent an e-mail to Ibrahim specifically advising him of the public health and safety risk associated with the staffing demands being made upon the pharmacy and requesting that he reconsider the staffing cuts. Ibrahim did not respond.

22. Hathaway eventually contacted Pignatelli's office personally to report the conditions at RAC Store No. 10071 and her concern for the health and safety risks associated with practicing pharmacy without proper staffing.

23. Later in May 2008, Hathaway contacted Bellino requesting permission to close the pharmacy early because circumstances created an unsafe practice environment that presented a health and safety risk to the public. Bellino returned Hathaway's call demanding "who called Pignatelli?" Hathaway, being concerned for her position, responded that perhaps it was a customer because conditions were terrible in the pharmacy and she then proceeded to close the pharmacy early.

24. On July 15, 2008, Hathaway met with Pignatelli in his office in Lenox, Massachusetts. The two specifically discussed the public health and safety risks associated with the practice of pharmacy at the RAC Store No. 10071. Later that same

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day, Bellino contacted Leslie and instructed Leslie to tell Hathaway to stop talking with Pignatelli.

25. Leslie refused to so instruct Hathaway and refused to violate the pharmacist-to-technician ratio. August is a vacation month and no action was taken by RAC. On September 4, 2008, Bellino and Cavanaugh placed Leslie on suspension with pay pending an investigation.

26. On September 4, 2008, Cavanaugh contacted Hathaway and advised her that she was no longer assigned as a pharmacist at RAC Store No. 10071 and would now be demoted to a "floater" pharmacist position to be assigned as needed. Hathaway was also informed that Leslie had been suspended indefinitely. Cavanaugh advised Hathaway that she would be contacted by a scheduler for "floater" pharmacist hours at various RAC store locations.

27. On September 17, 2008, Cavanaugh terminated Leslie from his employment with RAC. No specific reason was given at the time. Leslie sent Cavanaugh an e-mail later that day requesting the reason why he was terminated, copies of any policies allegedly violated, and payment of outstanding wages.

28. In September 2008, Bellino and Cavanaugh knew of the terms and conditions of both Plaintiffs' written employment agreement with RAC. They knew or should have known that both Plaintiffs would suffer serious economic and emotional damages if terminated from their employment as pharmacists with RAC. Finally, they knew or should have known that the Plaintiffs would not knowingly violate any law, rule or regulation governing the practice of pharmacy even if instructed to do so.

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29. Bellino and Cavanaugh acted intentionally and were motivated by a fear of Pignatelli becoming involved with their upper management. They retaliated against Plaintiffs for having contacted Pignatelli about concerns for the health and safety risks to the public. This conduct was outrageous and extreme and likely to cause the severe emotional distress that resulted.

30. To date, RAC has failed to pay Leslie earned wages totaling \$13,764.00, plus statutory interest and penalties thereon, due and payable September 17, 2008.

31. In addition, RAC has failed to pay Leslie the remaining wages of \$25,000.00 that it agreed to pay as a sign on bonus when he accepted the position and had to cancel his contract with Price Chopper.

32. Since his termination from RAC, Leslie avers that he had to accept a position as a pharmacist at a reduced hourly rate and fewer hours per week. He earned \$60.00 per hour at RAC and now earns \$51.92 at BMC beginning October 15, 2008. Furthermore, in his current position, the opportunity for overtime hours is significantly less and therefore his wages are significantly less. From September 4, 2008 to October 15, 2008 he worked only part time at NARH resulting in further lost wages. In his current position the computation of vacation earned time is significantly reduced. Finally, Leslie had approximately 19 years seniority credited to him as an employee of RAC at the time of his termination.

33. Hathaway avers that she was assigned only eight hours of "floater" pharmacist hours in the month of September 2008 and no hours in the months of October and November. She went from working approximately 30 hours per week to 0

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39. As a result of the Defendants' actions in terminating Leslie without payment of wages owed, he has been authorized by the Massachusetts Attorney General to pursue the payment of wages and other benefits together with treble damages, costs of litigation, and reasonable attorneys' fees pursuant to MGL Ch. 149 §150 and Ch. 151 §1B and 20.

COUNT II

(Wrongful Termination in Violation of Public Policy – Common Law Whistleblower)

40. Leslie and Hathaway (hereinafter, Plaintiffs) hereby restate and incorporate herein by reference each paragraph of this Complaint as if fully stated under this Count.

41. The Plaintiffs' efforts to practice pharmacy at RAC Store No. 10071 were in pursuit of the public health and safety. As such, public policy would embrace the Plaintiffs' acts and the Plaintiffs' refusal to act inconsistent with the public health and safety. At all times, the Plaintiffs were acting in good faith and consistent with their professional duties to the public and the profession of pharmacy.

42. In deciding to terminate the Plaintiffs, the Defendants were motivated by bad faith, malice or retaliation.

43. The Plaintiffs were terminated because they contacted Representative Pignatelli and requested his assistance in protecting the health and safety of the public. Plaintiffs were confronted with a corporate entity and senior managers who were demanding they violate of the law governing the practice of pharmacy. The Plaintiffs' actions in contacting Representative Pignatelli and their actions in refusing to violate the

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law governing the practice of pharmacy are actions which are in support of public policy.

44. The Plaintiffs were also terminated because they demanded their earned wages. They acted at all times within applicable law which public policy encourages. Their termination was in direct response to and in retaliation for having insisted on their lawful rights.

45. As a result of the Defendants' actions in terminating the Plaintiffs or modifying their terms and conditions of employment, the Plaintiffs have suffered damages as more fully set forth below.

COUNT III

(Healthcare Whistleblower Violation of M.G.L. ch. 149 §187)

46. Plaintiffs hereby restate and incorporate herein by reference each paragraph of this Complaint as if fully stated under this Count.

47. Chapter 149, §187 specifically defines healthcare provider to include pharmacists. It defines healthcare facility to include a corporation or other provider of healthcare services that are subject to licensing. The Plaintiffs and the Defendants are governed by M.G.L. Ch. 149.

48. Chapter 149 specifically prohibits retaliatory action and termination and any other adverse action taken against a pharmacist in the terms and conditions of their employment.

49. Plaintiffs disclosed, and threatened to disclose acts and circumstances that they reasonably believed was in violation of a law, rule, regulation or professional standard of practice that posed a risk to public health or safety. Specifically, Plaintiffs

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hours per week. In November she considered herself involuntarily terminated since RAC was not assigning her any work hours.

34. When Hathaway was authorized to work 40 hours per week with RAC, she was required to terminate her contract with the University of Massachusetts earning \$6,904.00 per semester. At the time of her termination from RAC, Hathaway was earning \$55.25 per hour as a staff pharmacist. Furthermore, she was entitled to three weeks of paid vacation per year plus a 401K matching contribution.

35. In order to meet her financial obligations, Hathaway accepted a position with Big Y Foods, Inc. in November 2008. This position pays an hourly wage of \$51.00 as a staff pharmacist and does not give her comparable benefits to the RAC position she enjoyed. In addition, Hathaway has suffered economic penalties as a result of RAC's actions.

IV. CAUSES OF ACTION

COUNT I

(Non-Payment of Wages)
MGL Ch. 149 and 151

36. Leslie hereby restates and incorporates herein by reference each paragraph of this Complaint as if fully stated under this Count.

37. Leslie is owed earned wages from RAC totaling \$13,764.00, plus the \$25,000 wages sign on bonus, plus 401K match by RAC, plus statutory interest and penalties.

38. The wages are due and owing to Leslie, together with statutory interest, costs and reasonable attorney fees.

disclosed and refused to engage in the practice of pharmacy under circumstances where there were not sufficient pharmacists present and/or pharmacy technicians in accordance with the ratios established by the BOP. These practice standards and ratios established by the BOP were specifically designed to protect the health, safety and welfare of the public when consuming prescription medication.

50. As a result of the Plaintiffs having engaged in protected activity as outlined under Chapter 149, §187, the Defendant terminated Leslie and adversely altered the terms and conditions of Hathaway's employment.

51. The Plaintiffs claim as damages all remedies at common law, including but not limited to, emotional distress, humiliation, embarrassment, lost wages, lost earning capacity, fringe benefits, medical expenses, costs, expert witness fees, and reasonable attorney fees.

52. As a result of the Defendants' actions in terminating the Plaintiffs or modifying their terms and conditions of employment, the Plaintiffs have suffered damages as more fully set forth below.

COUNT IV
(Breach of Contract)

53. Plaintiffs hereby restate and incorporate herein by reference each paragraph of this Complaint as if fully stated under this Count.

54. Plaintiffs and Defendant RAC entered into a valid written agreement (contract) providing for Plaintiffs to be employed as pharmacists and compensated for their professional services. Defendants Cavanaugh and Bellino were aware of and knew the terms of said contracts. At all times, the Plaintiffs relied upon the Defendants' duty

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to act in good faith and deal fairly in the execution of their employment contract. Notwithstanding the terms of the parties' contract and the Defendants' duty to act in good faith and deal fairly, the Defendant RAC breached the contract and duty by wrongfully terminating them, and Defendants Cavanaugh and Bellino wrongfully induced Defendant RAC to terminate the Plaintiffs.

55. At all times relevant herein, the Plaintiffs acted in good faith and dealt fairly with the Defendants. Plaintiffs complied with all of the terms and conditions of their employment contract. Notwithstanding the Plaintiffs' compliance with the contract, they were unilaterally terminated by the Defendant.

56. As a result of the Defendants' actions in terminating the Plaintiffs or modifying their terms and conditions of employment, the Plaintiffs have suffered damages as more fully set forth below.

COUNT V

(Intentional Infliction of Emotional Distress)

57. Plaintiffs hereby restate and incorporate herein by reference each paragraph of this Complaint as if fully stated under this Count.

58. Plaintiffs allege that Defendants jointly and severally engaged in extreme and outrageous conduct when they made demands upon Plaintiffs to violate the laws, rules and regulations governing the practice of pharmacy. Defendant RAC, by its upper management, and Defendants Bellino and Cavanaugh individually, knew or reasonably should have known that the Plaintiffs' would suffer severe emotional distress when presented with the demand to practice pharmacy in violation of the law. This is particularly true where the requirements of the law were consistent with the

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professional standards of practice and designed to protect the health and safety of the consuming public.

59. As a result of the Defendants' intentional actions, the Plaintiffs have suffered damages as more fully set forth below.

COUNT VI

(Interference with Contractual Relations)

60. Plaintiffs hereby restate and incorporate herein by reference each paragraph of this Complaint as if fully stated under this Count.

61. The Plaintiffs' contractual relationship with Defendant RAC constituted an advantageous business relationship, agreement or contract wherein the Plaintiffs provided labor and services and the Defendant, RAC, paid wages and compensation and benefits for the work conducted by the Plaintiffs.

62. Defendants' upper management, Cavanaugh and Bellino, had intimate and first hand knowledge of the employment terms and agreement between the Plaintiffs and Defendant RAC.

63. Moreover, Cavanaugh and Bellino knew of the existence of a written sign-on bonus that required two years of labor and service by the Plaintiffs in order to retain the economic sign on benefits of having been hired by Defendant RAC.

64. The Defendants, Cavanaugh and Bellino, knowingly, intentionally, maliciously and improperly interfered with the Plaintiffs' contractual relationship based upon improper motive and using improper means.

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65. As a result of Defendants' actions as alleged herein, the Plaintiffs have suffered a loss of advantage, employment, and the advantageous business relationship they enjoyed with Defendant RAC.

66. As a result of the Defendants' actions, the Plaintiffs have suffered damages as more fully set forth below.

V. PRAYERS FOR RELIEF

WHEREFORE, the Plaintiffs, Leslie and Hathaway, hereby request that this Honorable Court grant the following relief:

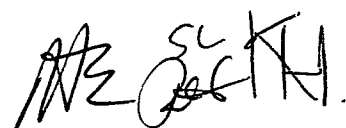
A. Leslie requests that the withheld wages be paid to him, in the amount of \$38,764.00, together with penalties, costs of litigation, interest and reasonable attorney fees;

B. Both Plaintiffs request that they be paid their reasonable costs, expert witness fees, and attorney fees associated with this action;

C. Both Plaintiffs request that they be paid compensatory damages for physical illness, emotional distress, humiliation, anxiety, embarrassment, loss of enjoyment of life, loss of advantageous business relations, loss of seniority, and any other economic loss proven at trial, plus lawful interest thereon;

D. Both Plaintiffs request that they be awarded enhanced compensatory and multiple actual damages against the Defendants because its acts as alleged in the preceding paragraphs with willful, wanton and/or with reckless indifference to the Plaintiffs;

E. Both Plaintiffs request that they be awarded punitive damages;

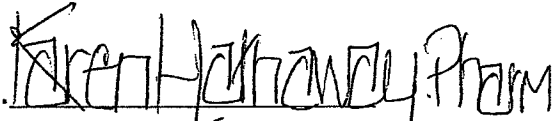
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F. Both Plaintiffs request that they be paid interest, reasonable attorney fees, penalties and any other monies determined to be due and owing to them during this proceeding; and

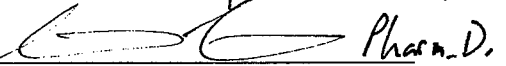
G. Both Plaintiffs request such other and further relief as the Court deems just and equitable.

The undersigned named Plaintiffs verify that they have carefully read each and every allegation made herein and the same are true and accurate to the best of their knowledge, information and belief.

Karen Hathaway, Pharm D.



Steve Leslie, Pharm D.




Respectfully submitted,

Steven Leslie and Karen Hathaway, Plaintiffs
By and through their attorneys,
BELIVEAU, FRADETTE, DOYLE & GALLANT, PA

September
Dated: ~~August~~ 8, 2009

By:



Richard E. Fradette, Esquire
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By:



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