

1:15cv970-TWP

CASE STATUS FOR CAUSE NO. \_\_\_\_\_

CASE TYPE \_\_\_\_\_

- ST009  Pending but no Judicial Action Required
- ST011  Case disposed by Jury Trial
- ST012  Case disposed by Bench Trial
- ST014  Case disposed by default judgment
- ST015  Case disposed by guilty plea/admission
- ST016  Case has been dismissed
- ST021  Disposed of \_\_\_\_\_
- ST044  Violations Bureau
- ST045  Other: Removed to Federal Court
- ST069  Disposed by Bench Disposition
- PH107  Transferred to Issue Docket (Probate)
- CL001  Claim transferred to Issue Docket has been disposed.
- ST060  Referred to ADR (for open cases)
- ST061  Referred to ADR (for redocketed cases)
- ST062  Referred to DRCB (for open cases)
- ST063  Referred to DRCB (for redocketed cases)
- ST002  Under advisement (for open cases)
- ST200  Under advisement (for redocketed cases)
- CV005  Venued to \_\_\_\_\_ (for open cases)
- CV500  Venued to \_\_\_\_\_ (for redocketed cases)
- CV010  New Cause No. \_\_\_\_\_ (for open cases)
- CV100  New Cause No. \_\_\_\_\_ (for redocketed cases)

**RECEIVED**

**JUL 01 2015**

**U.S. CLERK'S OFFICE  
INDIANAPOLIS, INDIANA**

**JUN 23 2015**

Date: \_\_\_\_\_

Set Case Status to \_\_\_\_\_

STATE OF INDIANA )  
 ) SS.  
COUNTY OF MARION )

IN THE MARION COUNTY SUPERIOR COURT  
CAUSE NO. 15 05 PL 016798

ANTHONY MIMMS, M.D. and )  
MIMMS FUNCTIONAL REHABILITATION, P.C. )

Plaintiffs, )

vs. )

CVS PHARMACY, INC., )

Defendant. )

**FILED**

JUN 22 2015

223

*Myla A. Eldridge*  
CLERK OF THE MARION CIRCUIT COURT

**NOTICE OF REMOVAL**

TO: Myla A. Eldridge, Clerk  
Marion County Clerk's Office  
Suite W122  
200 E. Washington St.  
Indianapolis, IN 46204

**PLEASE TAKE NOTICE** that, on June 19, 2015, defendant CVS Pharmacy, Inc. ("CVS") filed a Notice of Removal of the above-captioned case from this Court to the United States District Court of the Southern District of Indiana. A copy of such Notice of Removal is attached as Exhibit A.

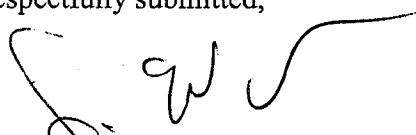
Pursuant to 28 U.S.C. § 1446(d), no further proceedings shall occur in this Court unless and until this case is remanded.

Dated this 19<sup>th</sup> day of June, 2015. A copy of the Notice of Removal is attached.

[signature on next page]

JUN 22 2015

Respectfully submitted,



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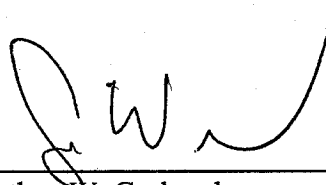
Jonathan W. Garlough INBN 30329-45  
Foley & Lardner LLP  
321 North Clark Street, Suite 2800  
Chicago, IL 60654-5313  
Phone: (312) 832-5702  
Fax: (312) 832-4700  
jgarlough@foley.com

Attorneys for CVS Pharmacy, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been served on the following counsel of record by placing the same in the U.S. Mail, postage prepaid, on this day June 19, 2015.

Jason D. May  
Law Offices of Jason D. May, LLC  
9201 N. Meridian Street, Suite 220  
Indianapolis, Indiana 4620  
317-218-3859  
*Attorney for Plaintiffs*



---

Jonathan W. Garlough

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

ANTHONY MIMMS, M.D. and MIMMS )  
FUNCTIONAL REHABILITATION, P.C., )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
CVS PHARMACY, INC., )  
a Rhode Island corporation, )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No.: 15-970

**NOTICE OF REMOVAL**

TO: U.S. District Court  
Clerk's Office, Room 105  
46 East Ohio Street  
Indianapolis, IN 46204

Jason D. May  
Law Offices of Jason D. May, LLC  
9201 N. Meridian Street, Suite 220  
Indianapolis, Indiana 4620  
317-218-3859  
*Attorney for Plaintiffs*

**PLEASE TAKE NOTICE** that, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, defendant CVS Pharmacy, Inc. ("CVS") hereby removes this action from the Marion County Superior Court of the State of Indiana (where it was pending as Case No. 15 05 PL 016798 (the "State Court Action")) to the United States District Court for the Southern District of Indiana. The grounds for removal are as follows:

1. Removal is proper of "any action that could have originally been filed in federal court." *Chase v. Shop 'N Save Warehouse*, 110 F.3d 424, 427 (7th Cir. 1997) (citing 28 U.S.C. § 1441).

2. Federal district courts have original jurisdiction over all civil actions “where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs, and is between – (1) citizens of different states . . .” 28 U.S.C. § 1332. A defendant who invokes federal diversity jurisdiction meets its burden of demonstrating that complete diversity and the amount in controversy requirements are met by supporting its allegations of jurisdiction with “competent proof.” *Chase*, 110 F.3d at 427 (quoting *McNutt v. General Motors Acceptance Corp.*, 298 U.S. 178, 189 (1936)).

3. Plaintiffs Anthony Mimms, M.D. (“Dr. Mimms”) and Mimms Functional Rehabilitation, P.C. (“MFR”) (collectively “Plaintiffs”) commenced the State Court Action by filing their Complaint on May 20, 2015, in the Marion County Superior Court, Indiana, which was designated as Case No. 15 05 PL 016798. (*See generally* Compl.).

4. CVS first received a copy of the Summons and Complaint on May 27, 2015, when the same was served on its agent for receipt of service in Indiana, CT Corporation System (“CT Corporation”). A true and correct copy of the summons and complaint served on CT Corporation is attached as Exhibit 1. Because this Notice of Removal is filed within thirty days of service of the summons and complaint upon CVS, this matter is timely removed. 28 U.S.C. § 1446(b).

5. Dr. Mimms is a resident of Indianapolis, Indiana. (Compl. ¶ 1). For purposes of diversity jurisdiction under 28 U.S.C. § 1332, Dr. Mimms is a citizen of Indiana.

6. MFR is an Indiana Professional Corporation, organized under the laws of the State of Indiana with its principal place of business in Indianapolis, Indiana. (*Id.* ¶ 2). For purposes of diversity jurisdiction under 28 U.S.C. § 1332, MFR is a citizen of Indiana.

7. CVS is a non-Indiana corporation. (*Id.* ¶ 3). It is organized under the laws of the State of Rhode Island, with its principal place of business in Woonsocket, Rhode Island. For purposes of diversity jurisdiction under 28 U.S.C. § 1332, CVS is a citizen of Rhode Island.

8. Because the defendant is not a citizen of Indiana, where Plaintiffs are citizens, complete diversity of citizenship exists between the parties.

9. In determining whether the amount in controversy requirement has been met, the Seventh Circuit has held that “unless recovery of an amount exceeding the jurisdictional minimum is legally impossible, the case belongs in federal court.” *Grinnell Mut. Reinsurance Co. v. Haight*, 697 F.3d 582, 585 (7th Cir. 2012) (quoting *Back Doctors Ltd. v. Metro. Prop. and Cas. Ins. Co.*, 637 F.3d 827, 830 (7th Cir. 2011)). If the face of a complaint does not conclusively determine the amount in controversy, a court may look outside the pleadings to other evidence in the record. *See Chase*, 110 F.3d at 428. Such evidence may include settlement demands, such as a pre-suit demand letter. *Id.* (evidence including plaintiff’s sole settlement demand of \$120,000 showed, to a reasonable probability, that the amount in controversy exceeded diversity jurisdiction requirements); *Grinnell*, 697 F.3d at 585 (“settlement negotiations... can be considered ‘to show the stakes’ when determining whether the amount in controversy is met”); *Archer v. Kelly*, 271 F. Supp. 2d 1320, 1322-23 (N.D. Okla. 2003) (plaintiffs’ pre-suit demand of \$1,325,000 satisfied the jurisdictional amount in controversy requirement).

10. Here, the Complaint does not include a specific damages demand. (*See Compl.*). However, on March 6, 2015, shortly before filing suit, Dr. Mimms forwarded a letter to CVS threatening to file the instant action, asserting the same allegations therein as ultimately set forth

in the Complaint, and making a written demand upon CVS for \$1,000,000. (Demand Letter, Ex. 2, at 3).<sup>1</sup>

11. Thus, the amount in controversy plainly exceeds the \$75,000 jurisdictional minimum, and this matter is therefore appropriately removed.

12. Pursuant to the provisions of 28 U.S.C. § 1446, CVS attaches a copy of the summons and complaint (Exhibit 1), which comprises all process, pleadings, papers and orders, if any, now on file with the state court and served upon CVS.

13. A copy of this Notice of Removal will be promptly filed with the Clerk of Marion County Superior Court, Indiana, and a copy of this Notice of Removal will also be promptly served upon counsel for the Plaintiffs as required by 28 U.S.C. § 1446(d).

14. This Notice of Removal is being filed subject to and with full reservation of rights. No admission of fact, law or liability is intended by this Notice of Removal, and all defenses, motions and pleas are expressly reserved.

WHEREFORE, Defendant CVS Pharmacy, Inc. hereby removes this action from the Marion County Superior Court of the State of Indiana to the United States District Court for the Southern District of Indiana.

**Dated:** June 19, 2015

Respectfully submitted,

/s/ Jonathan W. Garlough  
Robert H. Griffith (pro hac vice forthcoming)  
Jonathan W. Garlough INBN 30329-45  
Foley & Lardner LLP  
321 North Clark Street, Suite 2800  
Chicago, IL 60654-5313  
Phone: (312) 832-5702

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<sup>1</sup> CVS has redacted portions of the demand letter to prevent the public disclosure of HIPAA-protected information.



Fax: (312) 832-4700  
rgriffith@foley.com  
jgarlough@foley.com

Attorneys for CVS Pharmacy, Inc.

### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served on the following counsel of record by placing the same in the U.S. Mail, postage prepaid, on this day June 19, 2015.

Jason D. May  
Law Offices of Jason D. May, LLC  
9201 N. Meridian Street, Suite 220  
Indianapolis, Indiana 4620  
317-218-3859  
*Attorney for Plaintiffs*

*/s/ Jonathan W. Garlough*  
Jonathan W. Garlough

# Exhibit 1



**Service of Process  
Transmittal**

05/27/2015  
CT Log Number 527193496

**TO:** Service of Process  
CVS Pharmacy, Inc.  
1 Cvs Dr, Mail Code 1160  
Woonsocket, RI 02895-6195

**RE: Process Served in Indiana**

**FOR:** CVS Pharmacy, Inc. (Domestic State: RI)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Anthony Mimms, M.D. and Mimms Functional Rehabilitation, P.C., Pltfs. vs. CVS Pharmacy, Inc., Dft.

**DOCUMENT(S) SERVED:** Summons, Return, Appearance, Verified Complaint, Verification

**COURT/AGENCY:** Marion County Superior Court, IN  
Case # 1505PL16798

**NATURE OF ACTION:** Alleges defamation and tortious interference with constructional and business relationships

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Indianapolis, IN

**DATE AND HOUR OF SERVICE:** By Certified Mail on 05/27/2015 postmarked on 05/26/2015

**JURISDICTION SERVED :** Indiana


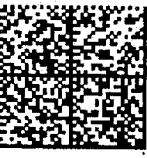

**APPEARANCE OR ANSWER DUE:** Within 23 days after service

**ATTORNEY(S) / SENDER(S):** Jason D. May  
Law Offices of Jason D. May, LLC  
9201 N. Meridian Street  
Suite 220  
Indianapolis, IN 46260  
317-218-3859

**ACTION ITEMS:** CT has retained the current log, Retain Date: 05/28/2015, Expected Purge Date: 06/02/2015  
Image SOP  
Email Notification, Service of Process Service\_of\_Process@cvs.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 150 West Market Street  
Suite 800  
Indianapolis, IN 46204  
**TELEPHONE:** 225-922-4490

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

	<p><b>US POSTAGE PAID</b>  Pitney Bowes  ComBasPrice  024P0007876483</p> <p>05/26/2015  From 46204  0 lbs 2 ozs</p> 
<p><b>USPS FIRST-CLASS™ PKG</b></p>	
<p>Marion County Clerk's Office  200 E Washington Street W-122  INDIANAPOLIS IN 46204</p> <p><b>0000</b></p> <p><b>C010</b></p> <p>CT CORPORATION SYSTEM  Cvs Pharmacy Inc  150 W Market St  Ste 800  Indianapolis IN 46204-2814</p>	
<p><b>USPS SIGNATURE TRACKING #</b></p>  <p>9402 1096 9993 7618 9426 73</p>	

Cut on dotted line



STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION ) CAUSE NO. 49D06 15 05 PL 016798  
  
ANTHONY MIMMS, M.D. and )  
MIMMS FUNCTIONAL REHABILITATION, P.C. )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
CVS PHARMACY, INC., )  
 )  
Defendant. )

**SUMMONS**

To: CVS Pharmacy, Inc.  
c/o CT Corporation System  
150 West Market Street Suite 800  
Indianapolis, IN 46204

You are hereby notified that you have been sued by the persons and/or entity named as the Plaintiffs in the Marion County Superior Court as indicated above.

The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the Plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the day after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by Plaintiffs.

If you have a claim for relief against the Plaintiffs arising from the same transaction or occurrence, you must assert it in your written answer.

*W. A. Clardage*  
CLERK OF THE MARION CIRCUIT COURT

Dated: \_\_\_\_\_

MAY 21 2015

\_\_\_\_\_  
Clerk, Marion County Superior Court

The following manner of service of this Summons is hereby designated:

- Registered or Certified Mail.
- Service at place of employment, to-wit \_\_\_\_\_
- Service on individual (Personal or copy) at above address.
- Service on agent. (Specify) \_\_\_\_\_
- Other service (Specify) \_\_\_\_\_

The Plaintiff is represented in this action by: Jason D. May, Esq. (#27434-49)  
Law Offices of Jason D. May, LLC  
9201 N. Meridian Street, Suite 220  
Indianapolis, Indiana 46260

### Sheriff's Return of Service of Summons

I hereby certify that I have served the summons on the \_\_\_\_ day of \_\_\_\_\_ 2015

- (1) by delivering a copy of the summons and a copy of the complaint to Defendant CVS Pharmacy, Inc.
- (2) by leaving a copy of the summons and complaint at \_\_\_\_\_ which is the dwelling place of usual abode of \_\_\_\_\_ and by mailing a copy of said summons to said the defendant at the above address
- (3) Three other service or remarks: \_\_\_\_\_

### Clerk's Certificate of Mailing

I hereby certify that on the \_\_\_\_ day of \_\_\_\_\_ 2015, I mailed a copy of this summons and a copy of the Complaint to the Defendant, CVS Pharmacy, Inc.; by certified mail, requesting a return receipt, at the address furnished by the Plaintiff.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Marion County Superior Court

By: \_\_\_\_\_  
Deputy

### Return on Service of Summons by Certified Mail

I hereby certify that the attached return receipt was received by me showing that the Summons and copy of the complaint mailed to Defendant CVS Pharmacy, Inc. was accepted by the Defendant on the \_\_\_\_ day of \_\_\_\_\_ 2015.

I hereby certify that the attached return receipt was received by me showing that the summons and a copy of the complaint was returned not accepted on the \_\_\_\_ day of \_\_\_\_\_ 2015.

I hereby certify that the attached return receipt was received by me showing that the summons and a copy of the complaint mailed to Defendant CVS Pharmacy, Inc. was accepted by \_\_\_\_\_ on behalf of said Defendant on the \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Clerk, Marion County Superior Court

By: \_\_\_\_\_  
Deputy

STATE OF INDIANA )  
 )SS: IN THE MARION COUNTY SUPERIOR COURT  
COUNTY OF MARION ) CAUSE NO. 49006 15 05 PL 016798

ANTHONY MIMMS, M.D. and )  
MIMMS FUNCTIONAL REHABILITATION, P.C. )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
CVS PHARMACY, INC., )  
 )  
Defendant. )

**FILED**

182

MAY 20 2015

*Myla A. Eldridge*  
CLERK OF THE MARION CIRCUIT COURT

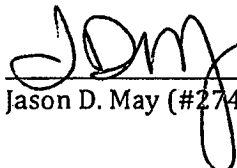
**APPEARANCE BY ATTORNEY IN CIVIL CASE**

Party Classification: Initiating  Responding  Intervening

1. The undersigned attorney and all attorneys listed on this form now appear in this case for the following party member(s): Thorpe & Page Investment, LLC
2. Applicable attorney information for service as required by Trial Rule 5(B)(2) and for case information as required by Trial Rules 3.1 and 77(B) is as follows:

Name: Jason D. May Attorney No. #27434-49  
Address: 9201 N. Meridian Street Phone: (317) 218-3859  
Suite 220 Fax: (888) 320-7409  
Indianapolis, Indiana 46260

3. There are other party members: Yes  No
4. If first initiating party filing this case, the Clerk is requested to assign this case the following Case Type under Administrative Rule 8(b)(3): PL
5. I will accept service by FAX at the above noted number: Yes  No
6. This case involves support issues. Yes  No
7. There are related cases: Yes  No
8. This form has been served on all other parties. Certificate of Service is attached:  
Yes  No

  
\_\_\_\_\_  
Jason D. May (#27434-49)



STATE OF INDIANA )  
 )SS: IN THE MARION COUNTY SUPERIOR COURT  
COUNTY OF MARION ) CAUSE NO.

49D06 15 05 PL 016798

ANTHONY MIMMS, M.D. and )  
MIMMS FUNCTIONAL REHABILITATION, P.C. )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
CVS PHARMACY, INC., )  
 )  
Defendant. )

**FILED**

182 MAY 20 2015

*Myla A. Eldridge*  
CLERK OF THE MARION CIRCUIT COURT

**VERIFIED COMPLAINT FOR DAMAGES**

Come now Plaintiffs, Anthony Mimms, M.D. (hereinafter "Dr. Mimms") and Mimms Functional Rehabilitation, P.C. (hereinafter "MFR"), by counsel, and for their Verified Complaint for Damages against Defendant CVS Pharmacy, Inc. (hereinafter "CVS"), and allege and state the following:

**I. PARTIES**

1. Plaintiff, Dr. Mimms, is a licensed medical doctor residing in Marion County, Indianapolis, Indiana.
2. Plaintiff, MFR, is an Indiana Professional Corporation, lawfully organized and doing business with its principal business offices located at 6325 S. East Street, Indianapolis, Indiana.
3. Defendant, CVS, is a for-profit foreign corporation operating various individual CVS Pharmacy locations in and around Indiana.

**II. STATEMENT OF FACTS**

4. Dr. Mimms has been licensed by the Indiana Medical Licensing Board as a CSR-Physician since 2004.
5. Dr. Mimms is licensed and registered to prescribe drugs, substances and certain chemicals as classified by the United States Drug Enforcement Administration ("DEA") as Schedule I, Schedule II, Schedule IID, Schedule III, Schedule IIID, Schedule IV and Schedule V.

6. Dr. Mimms has never been fined, charged, or convicted with any offenses or violations of 21 U.S.C. s 801 et seq., commonly known as the Controlled Substances Act.
7. Dr. Mimms is not aware of any investigations against himself or MFR for any reason, including, but not limited to, criminal activities or violations of the Controlled Substances Act.
8. Dr. Mimms, in the course and scope of his employment with MFR, treats patients with physical medicine and rehabilitation needs.
9. In the course and scope of such treatment, Dr. Mimms lawfully prescribes drugs, substances and certain chemicals as classified by the United States Drug Enforcement Administration ("DEA") as Schedule I, Schedule II, Schedule IID, Schedule III, Schedule IIID, Schedule IV and Schedule V ("Prescriptions").
10. The relationship between MFR/Dr. Mimms and some of their patients are contractual in nature, due to the prescribing of certain Prescriptions.
11. Certain patients of Dr. Mimms' have attempted to fill such Prescriptions at CVS locations, including, but not limited to, those located at:
  - a. CVS Store # 6658, 620 East State St, Pendleton, IN 46064;
  - b. CVS Store # 6599, 715 East Broadway, Fortville, IN 46040;
  - c. CVS Store #4633, 1233 North State St, Greenfield, IN 46140; and
  - d. CVS Store # 7541, 5981 West Broadway, McCordsville, IN 46055.
12. While attempting to fill their Prescriptions at the locations identified in Paragraph 11 herein, these patients witnessed defamatory remarks being made about Dr. Mimms by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS.
13. Such statements made during the course and scope of their employments with CVS include the maliciously false allegation that Dr. Mimms operates a "pill mill", and that Dr. Mimms is a "murderer".

14. CVS employees, agents and/or representatives have further advised Dr. Mimms'/MFR's patients that Dr. Mimms is "under DEA investigation," that Dr. Mimms "had been or would soon be arrested", and that these patients "should find another doctor."
15. CVS has further failed and/or refused to fill Prescriptions for patients of Dr. Mimms/MFR without any factual or legal basis.

### III. DEFAMATION

16. Plaintiffs restate and incorporate herein numerical paragraphs 1 through 16 of this Complaint as if otherwise fully set forth herein.
17. False communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein impute criminal conduct (i.e. murder, illegal or deceptive prescription practices, etc.).
18. False communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein also impute misconduct on the part of Dr. Mimms and/or MFR in their trade, profession, office or occupation.
19. The false communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein show a cooperative effort to destroy the credibility and reputation of Dr. Mimms and/or MFR.
20. As such, the communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein are defamatory *per se*.
21. CVS is vicariously liable for the actions of its employees, agents and/or representatives when they made the false statements as identified in Section II herein while acting within the course and scope of their employment.
22. As a result of the defamatory statements made by CVS employees, agents and/or

representatives during the course and scope of their employment(s) with CVS, Plaintiffs are entitled to presumed damages as a natural and probable consequence of CVS's *per se* defamation.

WHEREFORE, Plaintiffs demand judgment against the Defendant in an amount to be determined at trial, sufficient to compensate their losses, for pre-judgment and post-judgment interest at the statutory rate, costs of this action, including attorney's fees, and for all other relief just and proper in the premises.

#### **IV. TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP**

23. Plaintiffs restate and incorporates herein numerical paragraphs 1 through 22 of this Complaint as if otherwise fully set forth herein.
24. Dr. Mimms and/or MFR maintained valid and enforceable contracts with some of its patients regarding treatment and prescriptions.
25. CVS, as a dispensary of prescription drugs, substances and certain chemicals, was aware of the nature and contractual relationship of Dr. Mimms/MFR and their patients.
26. CVS intentionally induced the breach of such contractual relationships when CVS' employees, agents and/or representatives maliciously made defamatory remarks to Dr. Mimms'/MFR's patients.
27. CVS further intentionally induced the breach of such contractual relationships when CVS' employees, agents and/or representatives failed and/or refused to fill Prescriptions for Dr. Mimms'/MFR's patients, as required by some of these valid and enforceable contracts with its patients.
28. CVS had no factual, legal or any other such justification for the conduct of its employees, agents and/or representatives during the course and scope of their employment(s) with CVS when making such statements as identified in Section II herein.

29. Dr. Mimms and MFR have suffered damages resulting from CVS' wrongful inducement of the breach of contract with some of its patients.

WHEREFORE, Plaintiffs demand judgment against the Defendant in an amount to be determined at trial, sufficient to compensate their losses, for pre-judgment and post-judgment interest at the statutory rate, costs of this action, including attorney's fees, and for all other relief just and proper in the premises.

#### **V. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP**

30. Plaintiffs restate and incorporates herein numerical paragraphs 1 through 29 of this Complaint as if otherwise fully set forth herein.

31. Dr. Mimms and/or MFR maintained valid relationships with its patients regarding treatment and prescriptions.

32. CVS, as a dispensary of prescription drugs, substances and certain chemicals, was aware of the nature of the relationship of Dr. Mimms/MFR and their patients.

33. CVS intentionally interfered with the doctor-patient relationship maintained by Dr. Mimms/MFR and their patients when CVS' employees, agents and/or representatives maliciously made defamatory remarks to Dr. Mimms'/MFR's patients.

34. CVS further intentionally interfered with the doctor-patient relationship maintained by Dr. Mimms/MFR and their patients when CVS' employees, agents and/or representatives failed and/or refused to fill Prescriptions for Dr. Mimms'/MFR's patients.

35. CVS had no factual, legal or any other such justification for the conduct of its employees, agents and/or representatives during the course and scope of their employment(s) with CVS when making such statements as identified in Section II herein.

36. Dr. Mimms and MFR have suffered damages resulting from CVS' intentional interference with Dr. Mimms'/MFR's relationship with their patients.

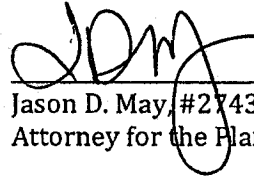
WHEREFORE, Plaintiffs demand judgment against the Defendant in an amount to be determined at trial, sufficient to compensate their losses, for pre-judgment and post-judgment interest at the statutory rate, costs of this action, including attorney's fees, and for all other relief just and proper in the premises.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all issues so triable as of right.

Respectfully Submitted,

LAW OFFICES OF JASON D. MAY, LLC

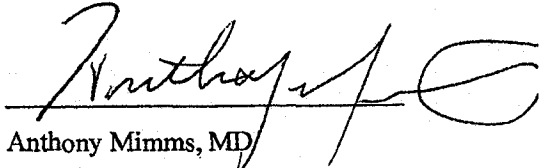


Jason D. May, #27434-49  
Attorney for the Plaintiffs

Law Offices of Jason D. May, LLC  
9201 N. Meridian Street, Suite 220  
Indianapolis, Indiana 46260  
(o) 317-218-3859

Anthony Mimms, being duly sworn, deposes and says:

That I, individually and as the shareholder of Mimms Functional Rehabilitation, P.C., the Plaintiffs in the within proceeding, have read and know the contents of the foregoing Complaint and that I know the information contained therein to be true based upon personal knowledge of the same, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.



Anthony Mimms, MD

## **Exhibit 2**



LAW OFFICES OF  
**JASON D. MAY, LLC**

Admitted to Practice in the States of New York & Indiana

9201 N. MERIDIAN STREET  
SUITE 220  
INDIANAPOLIS, IN 46260  
317-218-3859

Fax 888.320.7409  
www.jasonmaylaw.com  
jason.may@jasonmaylaw.com

March 6, 2015

RECEIVED

MAR 11 2015

Via Certified Mail - Return Receipt  
#7010-1670-0000-4074-3802

LEGAL DEPARTMENT

CVS Health  
One CVS Drive  
Woonsocket, Rhode Island 02895

Re: **Dr. Anthony Mimms Defamation Matter**

To whom it may concern:

Please be advised that this firm represents Dr. Anthony Mimms with respect to his claims for defamation stemming from statements made by employees of CVS Pharmacy to patients of Dr. Mimms. Please review the following theory of liability and summary of Dr. Mimms' damages.

*Liability*

On multiple occasions, various CVS Pharmacy employees have made defamatory statements regarding Dr. Mimms while his patients were attempting to fill their prescriptions. To date, our investigation has revealed that CVS pharmacy employees at four (4) different locations made defamatory statements to patients regarding Dr. Mimms that are damaging to his professional reputation.

The Indiana Supreme Court stated the following in its opinion in Kelley v. Tanoos, 865 N.E.2d 593, 596 (Ind. 2007):

A defamatory communication is said to either be 'defamatory *per se*' or 'defamatory *per quod*.' A communication is defamatory *per se* if it imputes: (1) criminal conduct; (2) a loathsome disease; (3) misconduct in a person's trade, profession, office, or occupation; or (4) sexual misconduct. *Id.* (citing cases). All other defamatory communications are defamatory *per quod*. *Id.* at 146. To maintain an \*597 action for either *per se* or *per quod* defamation the plaintiff must demonstrate (1) a communication with defamatory imputation; (2) malice; (3) publication; and (4) damages. *Schrader v. Eli Lilly and Co.*, 639 N.E.2d 258, 261 (Ind.1994). Actions for *per se* and *per quod* defamation are susceptible to different requirements with regard to the showing of damages. In an action for defamation *per se* the plaintiff "is entitled to presumed damages 'as a natural and probable consequence' of the *per se* defamation." *Rambo*, 587 N.E.2d at 145 (citing *Elliott v. Roach*, 409 N.E.2d 661, 683 (Ind.Ct.App.1980)). In an action for defamation *per quod*, the plaintiff must demonstrate special damages. *Id.* at 146 (citing cases).

While the facts in this Indiana Supreme Court case are distinguishable from the circumstance in this matter, the opinion clearly spells out that the false statements made by CVS Pharmacists amount to defamation per se.

The patient statements taken by our office establish that the employees' statements were made with malice and defamatory imputation. For example, in a recorded interview, [REDACTED], a patient of Dr. Mimms, who personally heard defamatory statements from the CVS Pharmacist told us that statements were made indicating that Dr. Mimms operates a "pill mill" and that he is a "murderer" and for these reasons CVS would no longer fill his prescription. [REDACTED] has been a patient of Dr. Mimms for four (4) years. He contributes the improvement of the quality of his life to Dr. Mimms, which made these false statements extremely offensive to both Dr. Mimms and [REDACTED].

[REDACTED], another patient of Dr. Mimms, experienced a similar situation with CVS located in Pendleton, Indiana. A CVS pharmacy employee refused to fill [REDACTED]'s prescription, stating that Dr. Mimms is "under DEA investigation." [REDACTED] then traveled to the CVS located in Fortville, Indiana and a different CVS pharmacy employee made the same statement.

In yet another interview, patient [REDACTED] attempted to fill her medically-necessary prescription for Oxycodone at the Greenfield, Indiana CVS location, only to be told by a male employee that they "were no longer filling prescriptions for Dr. Mimms" and refused to tell her why. She thereafter attempted to have her prescription filled at the CVS location in on Pendleton Pike in Indianapolis. The location did not have enough medication to fill the entire prescription, and called other locations to determine where the prescription could be filled in its entirety. While waiting for a response, the female CVS employee told [REDACTED] that Dr. Mimms "was under DEA investigation" and that she "should find another doctor."

These are not just isolated events, as CVS employees continue to make defamatory statements about Dr. Mimms. As recently as March 5, 2015, Dr. Mimms was notified by yet another patient that she, and her sibling, were each told that Dr. Mimms "had been or would soon be arrested" by an employee of the CVS location in McCordsville, Indiana.

These false statements were made by employees of CVS and show a cooperative effort to destroy the credibility and reputation of Dr. Mimms, as if it were a CVS policy. It is well-established in Indiana case law that vicarious liability will be imposed upon an employer under the doctrine of respondent superior where the employee has inflicted harm while acting within the scope of employment.

While our investigation continues, we have provided the information herein for your review. Based upon the above facts, CVS is liable for the defamation, and therefore the injuries to Dr. Mimms.

#### *Damages*

The damage CVS has inflicted upon Dr. Mimms is irreversible, beyond reproach and unquantifiable. Dr. Mimms denies each and every malicious statement made by the CVS employees, including those with regard to his pain management practice, licensure, and ethics. Dr. Mimms' license has never been suspended and he is not under DEA investigation. As a result of CVS' actions, Dr. Mimms

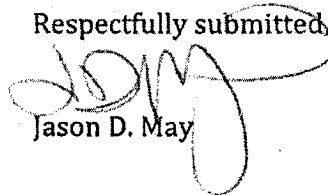
has suffered utter embarrassment, damage to his reputation, and lost clients from his pain management practice.

With respect to calculating the damages my client sustained by CVS' actions, it should be noted that, in Indiana cases of defamation per se, there is a presumption that Dr. Mimms' reputation has been damaged, and the jury may award a **substantial** sum for this presumed harm **even without proof of actual harm**.<sup>1</sup> Therefore at trial on the facts, Dr. Mimms will not have to prove *any* compensatory damage losses, and will be able to recover punitive damages. This is noteworthy for many obvious reasons, including the fact that the county directly north of where this matter will be litigated, if necessary, a jury awarded a party \$14.5 Million for its defamation per se action against State Farm - one of the largest defamation verdicts in United States history<sup>2</sup>

In light of the foregoing, first and foremost we demand that CVS cease and desist encouraging and/or allowing these defamatory statements to be made by its employees. We further make a demand of \$1,000,000.00 on behalf of Dr. Mimms. Please confirm receipt of this letter and respond within thirty (30) days. Please let me know if there is anything else we can provide for your evaluation.

I look forward to working with you towards an agreeable compromise of this claim.

Respectfully submitted,



Jason D. May

Cc: Client file

CVS Pharmacy, Inc.  
c/o CT Corporation System  
150 West Market Street Suite 800  
Indianapolis, Indiana 46204

---

<sup>1</sup> *Smith v. Biomet, Inc.*, 384 F. Supp. 2d 1241 (N.D. Ind. 2005); *Baker v. Tremco Inc.*, 890 N.E.2d 73 (Ind. Ct. App. 2008), transfer granted, opinion vacated on other grounds, IN RAP 58(A), 915 N.E.2d 981 (Ind. 2009) and opinion aff'd in part, vacated in part on other grounds, 917 N.E.2d 650 (Ind. 2009); *Cortez v. Jo-Ann Stores, Inc.*, 827 N.E.2d 1223 (Ind. Ct. App. 2005)

<sup>2</sup> *State Farm Fire & Cas. Co. v. Radcliff*, 987 N.E.2d 121, 125 (Ind. Ct. App.), reh'g denied (May 28, 2013), transfer denied, 995 N.E.2d 620 (Ind. 2013).

STATE OF INDIANA	)	IN THE MARION COUNTY SUPERIOR COURT
	)SS:	
COUNTY OF MARION	)	CAUSE NO. 49006 15 05 PL 016798
ANTHONY MIMMS, M.D. and	)	
MIMMS FUNCTIONAL REHABILITATION, P.C.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
CVS PHARMACY, INC.,	)	
	)	
Defendant.	)	

**SUMMONS**

To: CVS Pharmacy, Inc.  
c/o CT Corporation System  
150 West Market Street Suite 800  
Indianapolis, IN 46204

You are hereby notified that you have been sued by the persons and/or entity named as the Plaintiffs in the Marion County Superior Court as indicated above.

The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the Plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the day after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by Plaintiffs.

If you have a claim for relief against the Plaintiffs arising from the same transaction or occurrence, you must assert it in your written answer.

*Myra A. Eldridge*  
CLERK OF THE MARION CIRCUIT COURT

Dated: \_\_\_\_\_

MAY 21 2015

Clerk, Marion County Superior Court

The following manner of service of this Summons is hereby designated:

- Registered or Certified Mail.
- Service at place of employment, to-wit \_\_\_\_\_
- Service on individual (Personal or copy) at above address.
- Service on agent. (Specify) \_\_\_\_\_
- Other service (Specify) \_\_\_\_\_

The Plaintiff is represented in this action by: Jason D. May, Esq. (#27434-49)  
Law Offices of Jason D. May, LLC  
9201 N. Meridian Street, Suite 220  
Indianapolis, Indiana 46260

### Sheriff's Return of Service of Summons

I hereby certify that I have served the summons on the \_\_\_\_ day of \_\_\_\_\_ 2015

- (1) by delivering a copy of the summons and a copy of the complaint to Defendant CVS Pharmacy, Inc.
- (2) by leaving a copy of the summons and complaint at \_\_\_\_\_ which is the dwelling place of usual abode of \_\_\_\_\_ and by mailing a copy of said summons to said the defendant at the above address
- (3) Three other service or remarks: \_\_\_\_\_

### Clerk's Certificate of Mailing

I hereby certify that on the \_\_\_\_ day of \_\_\_\_\_ 2015, I mailed a copy of this summons and a copy of the Complaint to the Defendant, CVS Pharmacy, Inc., by certified mail, requesting a return receipt, at the address furnished by the Plaintiff.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Marion County Superior Court

By: \_\_\_\_\_  
Deputy

### Return on Service of Summons by Certified Mail


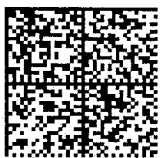
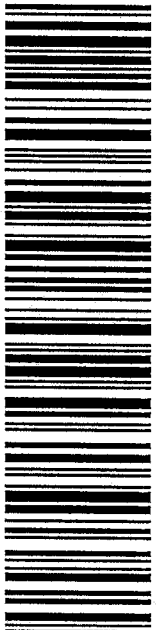
I hereby certify that the attached return receipt was received by me showing that the Summons and copy of the complaint mailed to Defendant CVS Pharmacy, Inc. was accepted by the Defendant on the \_\_\_\_ day of \_\_\_\_\_ 2015.

I hereby certify that the attached return receipt was received by me showing that the summons and a copy of the complaint was returned not accepted on the \_\_\_\_ day of \_\_\_\_\_ 2015.

I hereby certify that the attached return receipt was received by me showing that the summons and a copy of the complaint mailed to Defendant CVS Pharmacy, Inc. was accepted by \_\_\_\_\_ on behalf of said Defendant on the \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Clerk, Marion County Superior Court

By: \_\_\_\_\_  
Deputy

	<p>US POSTAGE PAID  Pitney Bowes  ComBasPrice  024P0007876483</p> 
<p><b>USPS FIRST-CLASS™ PKG</b></p>	
<p>Marion County Clerk's Office  200 E Washington Street W-122  INDIANAPOLIS IN 46204</p>	
<p>0000</p>	
<p>CT CORPORATION SYSTEM  Cvs Pharmacy Inc  150 W Market St  Ste 800  Indianapolis IN 46204-2814</p>	
<p><b>C010</b></p>	
<p>USPS SIGNATURE TRACKING #</p>	
	
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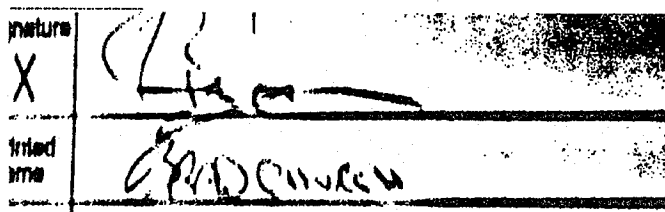


Date: June 11, 2015

Mcco Mcco:

The following is in response to your June 11, 2015 request for delivery information on your Signature Confirmation™ item number 9402109699937618942673. The delivery record shows that this item was delivered on May 27, 2015 at 9:44 am in INDIANAPOLIS, IN 46204 to B CHURCH. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

9402109699937618942673  
49D061505PL016798  
CT CORPORATION SYSTEM  
INDIANAPOLIS IN 46204



STATE OF INDIANA )  
 )SS: IN THE MARION COUNTY SUPERIOR COURT  
 COUNTY OF MARION ) CAUSE NO. ~~49J06~~ 15 05 PL 016798

ANTHONY MIMMS, M.D. and )  
 MIMMS FUNCTIONAL REHABILITATION, P.C. )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 CVS PHARMACY, INC., )  
 )  
 Defendant. )

**OFFICIAL RECEIPT**  
 Clerk of the Circuit Court  
 Marion County, IN

Payor May; Jason; D. 9201 N Meridian ST STE 220 Indianapolis, IN 46260  
 Receipt No. **2015-07854-CCB**  
 Transaction Date 05/21/2015

**APPEARANCE BY ATTORNEY**

Party Classification: Initiating  X  Responding \_\_\_ Interven

1. The undersigned attorney and all attorneys listed on the following party member(s): Thorpe & Page Investmer
2. Applicable attorney information for service as required information as required by Trial Rules 3.1 and 7

Name: Jason D. May At  
 Address: 9201 N. Meridian Street Pl  
 Suite 220 Fr  
 Indianapolis, Indiana 46260

Description	Amount Paid
MIMMS, ANTHONY, M.D.	
49D06-	
1505-	
PL-	
016798	
ANTHON	
MIMMS,	
M.D., MIN	
FUNCTI	
REHABII	
P.C. vs.	
CVS	
PHARM/	
INC.	
	141.00
	7.00
	5.00
	3.00
	27.00
	70.00
	2.00
	1.00
	20.00
	1.00
	5.00
	<b>141.00</b>

3. There are other party members: Yes \_\_\_ No  X
4. If first initiating party filing this case, the Clerk is requere under Administrative Rule 8(b)(3): PL
5. I will accept service by FAX at the above noted number:
6. This case involves support issues. Yes \_\_\_ No  X
7. There are related cases: Yes \_\_\_ No  X
8. This form has been served on all other parties. Certified: Yes \_\_\_ No \_\_\_

  
 Jason D. May

**PAYMENT TOTAL** 141.00

Check (Ref #1370) 141.00  
 Tendered  
 Total 141.00  
 Tendered  
 Change 0.00

MAY 22 2015

05/21/2015C: Audit  
 08:22 AM SIM52380728

**OFFICIAL RECEIPT**



STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION )

IN THE MARION COUNTY SUPERIOR COURT

CAUSE NO. 49006 15 05 PL 016798

ANTHONY MIMMS, M.D. and )  
MIMMS FUNCTIONAL REHABILITATION, P.C. )

Plaintiffs, )

vs. )

CVS PHARMACY, INC., )

Defendant. )

**FILED**

182 MAY 20 2015

*Myla A. Eldredge*  
CLERK OF THE MARION CIRCUIT COURT

**VERIFIED COMPLAINT FOR DAMAGES**

Come now Plaintiffs, Anthony Mimms, M.D. (hereinafter "Dr. Mimms") and Mimms Functional Rehabilitation, P.C. (hereinafter "MFR"), by counsel, and for their Verified Complaint for Damages against Defendant CVS Pharmacy, Inc. (hereinafter "CVS"), and allege and state the following:

**I. PARTIES**

1. Plaintiff, Dr. Mimms, is a licensed medical doctor residing in Marion County, Indianapolis, Indiana.
2. Plaintiff, MFR, is an Indiana Professional Corporation, lawfully organized and doing business with its principal business offices located at 6325 S. East Street, Indianapolis, Indiana.
3. Defendant, CVS, is a for-profit foreign corporation operating various individual CVS Pharmacy locations in and around Indiana.

**II. STATEMENT OF FACTS**

4. Dr. Mimms has been licensed by the Indiana Medical Licensing Board as a CSR-Physician since 2004.
5. Dr. Mimms is licensed and registered to prescribe drugs, substances and certain chemicals as classified by the United States Drug Enforcement Administration ("DEA") as Schedule I, Schedule II, Schedule IID, Schedule III, Schedule IIID, Schedule IV and Schedule V.

6. Dr. Mimms has never been fined, charged, or convicted with any offenses or violations of 21 U.S.C. s 801 et seq., commonly known as the Controlled Substances Act.
7. Dr. Mimms is not aware of any investigations against himself or MFR for any reason, including, but not limited to, criminal activities or violations of the Controlled Substances Act.
8. Dr. Mimms, in the course and scope of his employment with MFR, treats patients with physical medicine and rehabilitation needs.
9. In the course and scope of such treatment, Dr. Mimms lawfully prescribes drugs, substances and certain chemicals as classified by the United States Drug Enforcement Administration ("DEA") as Schedule I, Schedule II, Schedule IID, Schedule III, Schedule IIID, Schedule IV and Schedule V ("Prescriptions").
10. The relationship between MFR/Dr. Mimms and some of their patients are contractual in nature, due to the prescribing of certain Prescriptions.
11. Certain patients of Dr. Mimms' have attempted to fill such Prescriptions at CVS locations, including, but not limited to, those located at:
  - a. CVS Store # 6658, 620 East State St, Pendleton, IN 46064;
  - b. CVS Store # 6599, 715 East Broadway, Fortville, IN 46040;
  - c. CVS Store #4633, 1233 North State St, Greenfield, IN 46140; and
  - d. CVS Store # 7541, 5981 West Broadway, McCordsville, IN 46055.
12. While attempting to fill their Prescriptions at the locations identified in Paragraph 11 herein, these patients witnessed defamatory remarks being made about Dr. Mimms by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS.
13. Such statements made during the course and scope of their employments with CVS include the maliciously false allegation that Dr. Mimms operates a "pill mill", and that Dr. Mimms is a "murderer".

14. CVS employees, agents and/or representatives have further advised Dr. Mimms'/MFR's patients that Dr. Mimms is "under DEA investigation," that Dr. Mimms "had been or would soon be arrested", and that these patients "should find another doctor."
15. CVS has further failed and/or refused to fill Prescriptions for patients of Dr. Mimms/MFR without any factual or legal basis.

### III. DEFAMATION

16. Plaintiffs restate and incorporate herein numerical paragraphs 1 through 16 of this Complaint as if otherwise fully set forth herein.
17. False communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein impute criminal conduct (i.e. murder, illegal or deceptive prescription practices, etc.).
18. False communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein also impute misconduct on the part of Dr. Mimms and/or MFR in their trade, profession, office or occupation.
19. The false communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein show a cooperative effort to destroy the credibility and reputation of Dr. Mimms and/or MFR.
20. As such, the communications made by CVS employees, agents and/or representatives during the course and scope of their employment(s) with CVS, as identified in Section II herein are defamatory *per se*.
21. CVS is vicariously liable for the actions of its employees, agents and/or representatives when they made the false statements as identified in Section II herein while acting within the course and scope of their employment.
22. As a result of the defamatory statements made by CVS employees, agents and/or

representatives during the course and scope of their employment(s) with CVS, Plaintiffs are entitled to presumed damages as a natural and probable consequence of CVS's *per se* defamation.

WHEREFORE, Plaintiffs demand judgment against the Defendant in an amount to be determined at trial, sufficient to compensate their losses, for pre-judgment and post-judgment interest at the statutory rate, costs of this action, including attorney's fees, and for all other relief just and proper in the premises.

#### IV. TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP

23. Plaintiffs restate and incorporates herein numerical paragraphs 1 through 22 of this Complaint as if otherwise fully set forth herein.
24. Dr. Mimms and/or MFR maintained valid and enforceable contracts with some of its patients regarding treatment and prescriptions.
25. CVS, as a dispensary of prescription drugs, substances and certain chemicals, was aware of the nature and contractual relationship of Dr. Mimms/MFR and their patients.
26. CVS intentionally induced the breach of such contractual relationships when CVS' employees, agents and/or representatives maliciously made defamatory remarks to Dr. Mimms'/MFR's patients.
27. CVS further intentionally induced the breach of such contractual relationships when CVS' employees, agents and/or representatives failed and/or refused to fill Prescriptions for Dr. Mimms'/MFR's patients, as required by some of these valid and enforceable contracts with its patients.
28. CVS had no factual, legal or any other such justification for the conduct of its employees, agents and/or representatives during the course and scope of their employment(s) with CVS when making such statements as identified in Section II herein.

29. Dr. Mimms and MFR have suffered damages resulting from CVS' wrongful inducement of the breach of contract with some of its patients.

WHEREFORE, Plaintiffs demand judgment against the Defendant in an amount to be determined at trial, sufficient to compensate their losses, for pre-judgment and post-judgment interest at the statutory rate, costs of this action, including attorney's fees, and for all other relief just and proper in the premises.

#### **V. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP**

30. Plaintiffs restate and incorporates herein numerical paragraphs 1 through 29 of this Complaint as if otherwise fully set forth herein.
31. Dr. Mimms and/or MFR maintained valid relationships with its patients regarding treatment and prescriptions.
32. CVS, as a dispensary of prescription drugs, substances and certain chemicals, was aware of the nature of the relationship of Dr. Mimms/MFR and their patients.
33. CVS intentionally interfered with the doctor-patient relationship maintained by Dr. Mimms/MFR and their patients when CVS' employees, agents and/or representatives maliciously made defamatory remarks to Dr. Mimms'/MFR's patients.
34. CVS further intentionally interfered with the doctor-patient relationship maintained by Dr. Mimms/MFR and their patients when CVS' employees, agents and/or representatives failed and/or refused to fill Prescriptions for Dr. Mimms'/MFR's patients.
35. CVS had no factual, legal or any other such justification for the conduct of its employees, agents and/or representatives during the course and scope of their employment(s) with CVS when making such statements as identified in Section II herein.
36. Dr. Mimms and MFR have suffered damages resulting from CVS' intentional interference with Dr. Mimms'/MFR's relationship with their patients.

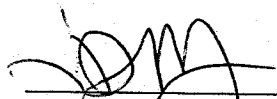
WHEREFORE, Plaintiffs demand judgment against the Defendant in an amount to be determined at trial, sufficient to compensate their losses, for pre-judgment and post-judgment interest at the statutory rate, costs of this action, including attorney's fees, and for all other relief just and proper in the premises.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all issues so triable as of right.

Respectfully Submitted,

LAW OFFICES OF JASON D. MAY, LLC

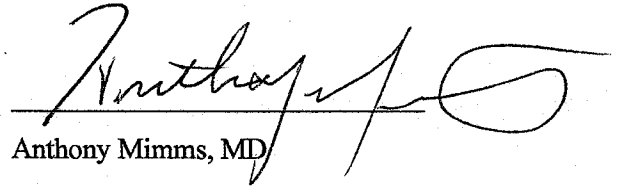
  
\_\_\_\_\_  
Jason D. May, #27434-49  
Attorney for the Plaintiffs

Law Offices of Jason D. May, LLC  
9201 N. Meridian Street, Suite 220  
Indianapolis, Indiana 46260  
(o) 317-218-3859

**VERIFICATION**

Anthony Mimms, being duly sworn, deposes and says:

That I, individually and as the shareholder of Mimms Functional Rehabilitation, P.C., the Plaintiffs in the within proceeding, have read and know the contents of the foregoing Complaint and that I know the information contained therein to be true based upon personal knowledge of the same, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

  
Anthony Mimms, MD