

**BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF OKLAHOMA**

STATE OF OKLAHOMA, *ex rel.*)
 GENTNER DRUMMOND,)
 ATTORNEY GENERAL OF)
 OKLAHOMA)
)
 Petitioner,)
)
 v.)
)
 CAREMARK, LLC; CAREMARKPCS)
 HEALTH, LLC; CAREMARK PHC, LLC,)
)
 Respondent(s).)

Case No. **P B M - 2 0 2 5 - 0 0 0 1**

FILED IN ADMINISTRATIVE COURT
OFFICE OF OKLAHOMA ATTORNEY GENERAL

JAN 21 2025 *CL*

COMPLAINT AND REQUEST FOR HEARING

COMES NOW, the State of Oklahoma, *ex rel.* Gentner Drummond, Attorney General of Oklahoma (“Attorney General”), pursuant to 36 O.S. §§ 6966.1 *et seq.* and initiates this enforcement action against Respondents, Caremark, LLC, CaremarkPCS Health, LLC, and Caremark PHC, LLC, seeking (1) an order finding Respondents failed to comply with the respective provisions of 59 O.S. § 360 *et seq.*, (2) the censure, suspension, or revocation of Respondents’ licensure per 36 O.S. § 6966.1(B)(1), (3) the assessment of the necessary administrative fines, penalties, and restitution per 36 O.S. § 6966.1(B)(2)-(3), and (4) any further relief that may be appropriate and authorized by law. In support thereof, the Attorney General states as follows:

I. JURISDICTION AND AUTHORITY

1. The Attorney General is charged with the duty of enforcing all provisions of the Patient’s Right to Pharmacy Choice Act, the Pharmacy Audit Integrity Act, and the provisions of 59 O.S. §§ 357-360. 36 O.S. § 6965(A). The Attorney General’s enforcement jurisdiction

includes the “power and authority to examine and investigate the affairs of every PBM engaged in pharmacy benefits management in this State in order to determine whether such PBM is in compliance with applicable State laws and regulations.” *Id.*

2. Caremark, LLC, CaremarkPCS Health, LLC, and Caremark PHC, LLC (“Respondents”) are pharmacy benefits managers (“PBMs”) licensed by the State of Oklahoma.¹ Respondent, Caremark, LLC (License No. 44201226) maintains a principal place of business at 1 CVS Dr. Woonsocket, Rhode Island 2895. Respondents CaremarkPCS Health, LLC, (License No. 4420128) and Caremark PHC, LLC (License No. 44201227), both have a principal place of business at 9501 E. Shea Blvd. Scottsdale, Arizona 85260. All Respondents have the same authorized registered agent in the State of Oklahoma located at 1833 S. Morgan Rd. Oklahoma City, Oklahoma 73128.
3. Under Oklahoma law, a PBM must be licensed to provide pharmacy benefits management, or any services included under the definition of pharmacy benefits management found in Oklahoma statutes, and must comply with all applicable State laws, rules, and regulations. 59 O.S. § 358.
4. After notice and opportunity for hearing if there is a finding that a PBM is in violation of Oklahoma law, the Attorney General may instruct the Oklahoma Insurance Commissioner censure, suspend, or revoke a PBM’s license. 36 O.S. § 6966.1(B)(1); 59 O.S. § 358(E)(1).
5. Additionally, the Attorney General may levy civil or administrative fines of not less than One Hundred Dollars (\$100.00) and not greater than Ten Thousand Dollars (\$10,000.00)

¹ All Respondents operate under the same parent organization, CVS Health Corporation. All Respondents maintain separate licenses in the State of Oklahoma to provide pharmacy benefits management services. Respondents generally identify along with CVS Health Corporation’s pharmacy benefits management subsidiary CVS Caremark or “Caremark.” Their distinct formation relates to the differing (and complex) pharmacy networks they serve within the State.

for each violation of the Patient's Right to Pharmacy Choice Act, the Pharmacy Audit Integrity Act, and the provisions of 59 O.S §§ 357-360. 36 O.S. § 6966.1(B)(2); 59 O.S. §§ 358(E)(1)-(2).

6. The Attorney General may also order restitution for economic loss suffered by pharmacies or patients for violations of the Patient's Right to Pharmacy Choice Act, the Pharmacy Audit Integrity Act, and the provisions of 59 O.S §§ 357-360. 36 O.S. § 6966.1(B)(3).
7. Furthermore, the Attorney General is authorized to impose any penalty or remedy authorized under the Patient's Right to Pharmacy Choice Act against a PBM for violations of Patient's Right to Pharmacy Choice Act, the Pharmacy Audit Integrity Act, and the provisions of 59 O.S §§ 357-360. 36 O.S. § 6966.1(C).
8. The Office of Administrative Hearings maintains jurisdiction over the parties and the subject matter contained within this Complaint as authorized by the Attorney General. 36 O.S. § 6966.1(E)(1)-(2); OAC 75:45-1-1 *et seq.*

II. FACTUAL ALLEGATIONS

9. Respondents, along with other PBMs licensed and doing business in Oklahoma, generally utilize the following business practices:
 - a. Within a complex prescription drug supply chain, PBMs coordinate prescription drug benefits for members of health insurance plan clients. Pharmaceutical benefits are provided through creating networks of covered pharmacies and negotiating drug pricing with pharmaceutical manufacturers to ensure clients are paying the best prices for drugs prescribed to their members.
 - b. Pharmacy networks are built upon direct contracts with pharmacies, or pharmacy

services administrative organizations (“PSAOs”).² Said contracts are often referred to as Pharmacy Participation Agreements. These contracts allow for a pharmacy to fill prescriptions for members of a PBM’s prescription benefits plan(s).

- c. Within a contract between a PBM and a pharmacy, provisions relating to how the pharmacy will be reimbursed is often the most consequential. Reimbursement provisions usually take standard form across the pharmacy benefits management industry, as PBMs generally incorporate rates for reimbursement for filling a prescription from a PBM’s prescription drug formulary.³ Varying rates for reimbursement can be included within a single agreement. For multi-sourced drugs, PBM contracts incorporate a maximum allowable cost (“MAC”) list as a guide for pricing.
- d. Alternatively, each individual pharmacy contracting with any number of PBMs is independently responsible for purchasing its own inventory from pharmaceutical drug wholesalers. Pharmacies also negotiate respective contracts with wholesalers to ensure access to prescription drugs at cost effective prices, i.e., primary wholesale agreements.
- e. Routinely, however, these same pharmacies are reimbursed by PBMs at amounts less than what it costs to purchase the drug. This is known as *below-cost reimbursement*.
- f. Below-cost reimbursement causes pharmacies to lose money on filling prescriptions for their patients despite attempts to rely upon previously agreed upon bases for reimbursement.
- g. With respect to reimbursement, small-chain or independent pharmacies’ (or their

² PSAOs are collective bargaining organizations that offer local, independent pharmacies and small-chain pharmacies an array of services, including contract negotiation services with PBMs.

³ A prescription drug plan formulary is a list of prescription drugs that a prescription drug benefits plan has agreed to cover for members of an affiliated health insurance plan.

PSAOs’) contract negotiation power with PBMs is aggressively imbalanced. Pharmacies acquiesce to PBM contracts with unfavorable terms, subsequently subjecting themselves to economic loss as the alternative route creates far more risk. The alternative, to forgo contracting with a PBM, inherently alienates patients covered under specific pharmacy benefits plan. Without the necessary PBM contract, impacted patients are subject to paying out of pocket for a prescription (if electing to use a pharmacy, despite it not being in network) or losing access to the pharmacy. In rural Oklahoma this can be detrimental to patients’ healthcare access as there is often a single pharmacy for miles at a time.

10. The Attorney General received numerous complaints from independent, Oklahoma pharmacies alleging below-cost reimbursement by Respondents. Numerous complaints were also received from a PSAO, AlignRx, alleging the same against Respondents on behalf of its member pharmacies. The pharmacies independently filing complaints or having them filed on their behalf via AlignRx include: 412 Family Pharmacy, Broken Arrow Family Drug, Cedar Springs Pharmacy, The Clinic Pharmacy, Crescent Care Pharmacy, Curtin Drug, Doctor’s Park Pharmacy, Elliot Plaza Pharmacy, Medic Pharmacy, Medic Pharmacy at Hefner Pointe, Miller Drug, Pill Box Pharmacy, R&S Drug Store 1 LLC, Thompson’s Pharmacy, and United Discount Pharmacy.

11. Wherein, the Attorney General commenced an investigation against Respondents based upon the allegations provided and found the following were in violation of Oklahoma law:

TABLE 1: BELOW COST REIMBURSEMENT VIOLATIONS BY RESPONDENTS FROM 05/20/2024 TO 10/3/2024

Date Filled	Pharmacy Name	Prescription (Rx) Number
5/20/2024	Medic Pharmacy at Hefner Pointe	6160572
5/20/2024	Medic Pharmacy at Hefner Pointe	6161422

5/20/2024	The Clinic Pharmacy	6647874
5/23/2024	Miller Drug	1728989
5/23/2024	Medic Pharmacy at Hefner Pointe	6157089
5/23/2024	Cedar Springs Pharmacy	2013845
5/24/2024	Curtin Drug	846442
5/24/2024	The Clinic Pharmacy	6646926
5/28/2024	Medic Pharmacy at Hefner Pointe	6161879
5/29/2024	Curtin Drug	853605
5/29/2024	Medic Pharmacy at Hefner Pointe	6161919
5/29/2024	Medic Pharmacy at Hefner Pointe	6156642
5/29/2024	The Clinic Pharmacy	6647874
5/31/2024	Curtin Drug	856970
5/31/2024	The Clinic Pharmacy	6648436
6/1/2024	Crescent Care Pharmacy	6096643
6/1/2024	The Clinic Pharmacy	6645608
6/1/2024	Crescent Care Pharmacy	6096643
6/1/2024	Crescent Care Pharmacy	6099321
6/3/2024	The Clinic Pharmacy	6648853
6/10/2024	The Clinic Pharmacy	6617056
6/10/2024	The Clinic Pharmacy	6649900
6/10/2024	The Clinic Pharmacy	6650642
6/12/2024	Medic Pharmacy	773269
6/12/2024	Cedar Springs Pharmacy	2014093
6/12/2024	The Clinic Pharmacy	6651278
6/20/2024	The Clinic Pharmacy	6593804
6/21/2024	The Clinic Pharmacy	6653329
6/24/2024	Crescent Care Pharmacy	6102638
6/24/2024	United Discount Pharmacy	1470044
6/24/2024	United Discount Pharmacy	1470053
6/24/2024	United Discount Pharmacy	1470057
6/24/2024	United Discount Pharmacy	1470060
6/25/2024	412 Family Pharmacy	720944
6/25/2024	United Discount Pharmacy	1469346
6/25/2024	United Discount Pharmacy	1470119
6/26/2024	United Discount Pharmacy	1470170
6/27/2024	Medic Pharmacy	421395
6/27/2024	Cedar Springs Pharmacy	6061200
6/27/2024	United Discount Pharmacy	1469207
6/27/2024	United Discount Pharmacy	1470207
6/27/2024	United Discount Pharmacy	1470246
7/5/2024	412 Family Pharmacy	715610

7/10/2024	The Clinic Pharmacy	6657002
7/11/2024	Cedar Springs Pharmacy	2014372
7/12/2024	Doctors Park Pharmacy	5529944
7/12/2024	Medic Pharmacy at Hefner Pointe	6160600
7/16/2024	Thompson's Pharmacy	320854
7/16/2024	Thompson's Pharmacy	842750
7/16/2024	The Clinic Pharmacy	6658402
7/17/2024	Broken Arrow Family Drug	3036242
7/17/2024	Broken Arrow Family Drug	3036241
7/17/2024	Broken Arrow Family Drug	3019680
7/17/2024	Broken Arrow Family Drug	3033747
7/17/2024	Broken Arrow Family Drug	3024739
7/17/2024	The Clinic Pharmacy	6653329
7/18/2024	Broken Arrow Family Drug	605680
7/18/2024	Broken Arrow Family Drug	3029613
7/18/2024	Broken Arrow Family Drug	3028144
7/18/2024	Broken Arrow Family Drug	605702
7/18/2024	The Clinic Pharmacy	6658878
7/20/2024	Broken Arrow Family Drug	605408
7/20/2024	United Discount Pharmacy	1758783
7/22/2024	Broken Arrow Family Drug	3036519
7/22/2024	Broken Arrow Family Drug	3036518
7/22/2024	Broken Arrow Family Drug	3029013
7/22/2024	Broken Arrow Family Drug	3031986
7/22/2024	Broken Arrow Family Drug	3036492
7/22/2024	Broken Arrow Family Drug	605726
7/22/2024	Broken Arrow Family Drug	605723
7/22/2024	Thompson's Pharmacy	696648
7/22/2024	United Discount Pharmacy	1470882
7/22/2024	United Discount Pharmacy	1470906
7/22/2024	United Discount Pharmacy	1470911
7/23/2024	Elliot Plaza Pharmacy	416013
7/23/2024	Elliott Plaza Pharmacy	819514
7/24/2024	Thompson's Pharmacy	836764
7/24/2024	Elliott Plaza Pharmacy	180643
7/24/2024	Medic Pharmacy at Hefner Pointe	6144797
7/24/2024	United Discount Pharmacy	1253611
7/25/2024	Medic Pharmacy at Hefner Pointe	6163637
7/26/2024	Thompson's Pharmacy	915738
7/29/2024	Medic Pharmacy at Hefner Pointe	6165064
7/30/2024	Medic Pharmacy at Hefner Pointe	6157171

7/31/2024	Thompson's Pharmacy	845268
7/31/2024	Medic Pharmacy at Hefner Pointe	6147165
8/1/2024	412 Family Pharmacy	405625
8/1/2024	Thompson's Pharmacy	845345
8/1/2024	Medic Pharmacy at Hefner Pointe	6165242
8/2/2024	Medic Pharmacy at Hefner Pointe	6165359
8/9/2024	Medic Pharmacy	421395
8/9/2024	Medic Pharmacy at Hefner Pointe	6165710
8/9/2024	Medic Pharmacy at Hefner Pointe	6165749
8/12/2024	Broken Arrow Family Drug	56217
8/12/2024	Broken Arrow Family Drug	772186
8/13/2024	Thompson's Pharmacy	842750
8/13/2024	Broken Arrow Family Drug	3036563
8/13/2024	Broken Arrow Family Drug	3038348
8/13/2024	Broken Arrow Family Drug	602783
8/14/2024	Broken Arrow Family Drug	3029423
8/15/2024	Thompson's Pharmacy	418904
8/15/2024	Broken Arrow Family Drug	3038348
8/16/2024	Broken Arrow Family Drug	3038366
8/16/2024	Broken Arrow Family Drug	3038439
8/17/2024	Broken Arrow Family Drug	3031788
8/17/2024	Broken Arrow Family Drug	3038450
8/19/2024	Thompson's Pharmacy	418921
8/19/2024	Broken Arrow Family Drug	3038477
8/19/2024	Medic Pharmacy at Hefner Pointe	6160572
8/20/2024	Broken Arrow Family Drug	3038699
8/20/2024	Broken Arrow Family Drug	606158
8/22/2024	Curtin Drug	861581
8/23/2024	Broken Arrow Family Drug	3035070
8/23/2024	Broken Arrow Family Drug	3029013
8/26/2024	Thompson's Pharmacy	418952
8/26/2024	Broken Arrow Family Drug	3039048
8/26/2024	Pill Box Pharmacy	792905
8/26/2024	Broken Arrow Family Drug	606161
8/26/2024	Medic Pharmacy at Hefner Pointe	6165273
8/26/2024	United Discount Pharmacy	1471974
8/27/2024	Broken Arrow Family Drug	3037901
8/27/2024	Doctors Park Pharmacy	777233
8/28/2024	Pill Box Pharmacy	794846
8/28/2024	United Discount Pharmacy	1254302
8/28/2024	United Discount Pharmacy	1472061

8/28/2024	United Discount Pharmacy	1472102
8/30/2024	United Discount Pharmacy	1777501
9/2/2024	Broken Arrow Family Drug	606212
9/2/2024	Broken Arrow Family Drug	606100
9/3/2024	Broken Arrow Family Drug	3039574
9/3/2024	Broken Arrow Family Drug	3039616
9/3/2024	Broken Arrow Family Drug	606245
9/3/2024	Broken Arrow Family Drug	3039600
9/3/2024	Broken Arrow Family Drug	3025586
9/3/2024	Broken Arrow Family Drug	3021692
9/4/2024	Thompson's Pharmacy	846990
9/5/2024	Broken Arrow Family Drug	903866
9/5/2024	Broken Arrow Family Drug	3032807
9/5/2024	Thompson's Pharmacy	846996
9/6/2024	412 Family Pharmacy	847876
9/6/2024	Broken Arrow Family Drug	3040004
9/6/2024	Broken Arrow Family Drug	606290
9/6/2024	Broken Arrow Family Drug	3039969
9/6/2024	Thompson's Pharmacy	418921
9/7/2024	Broken Arrow Family Drug	3039647
9/9/2024	Broken Arrow Family Drug	3040141
9/9/2024	Broken Arrow Family Drug	3040115
9/9/2024	Broken Arrow Family Drug	3033909
9/9/2024	Broken Arrow Family Drug	3040086
9/9/2024	Broken Arrow Family Drug	3040095
9/9/2024	Broken Arrow Family Drug	3040195
9/11/2024	Broken Arrow Family Drug	3024739
9/11/2024	Broken Arrow Family Drug	3038162
9/11/2024	Broken Arrow Family Drug	606337
9/12/2024	Broken Arrow Family Drug	3026078
9/12/2024	Broken Arrow Family Drug	3026077
9/12/2024	Broken Arrow Family Drug	3040441
9/13/2024	Broken Arrow Family Drug	3040510
9/13/2024	Broken Arrow Family Drug	3036842
9/13/2024	Broken Arrow Family Drug	3018791
9/14/2024	Broken Arrow Family Drug	56555
9/16/2024	Broken Arrow Family Drug	904144
9/16/2024	Broken Arrow Family Drug	3031663
9/16/2024	Broken Arrow Family Drug	3026812
9/16/2024	Broken Arrow Family Drug	56589
9/16/2024	Broken Arrow Family Drug	790853

9/16/2024	Broken Arrow Family Drug	793437
9/17/2024	Broken Arrow Family Drug	791899
9/17/2024	Broken Arrow Family Drug	56610
9/18/2024	Broken Arrow Family Drug	3040935
9/18/2024	Broken Arrow Family Drug	3040948
9/18/2024	Broken Arrow Family Drug	793589
9/20/2024	Broken Arrow Family Drug	3041125
9/20/2024	Broken Arrow Family Drug	3029118
9/20/2024	Broken Arrow Family Drug	904155
9/20/2024	Broken Arrow Family Drug	606408
9/20/2024	Doctors Park Pharmacy	2092627
9/20/2024	Broken Arrow Family Drug	777320
9/20/2024	Broken Arrow Family Drug	793789
9/21/2024	Broken Arrow Family Drug	606308
9/21/2024	Broken Arrow Family Drug	56663
9/23/2024	Broken Arrow Family Drug	777055
9/23/2024	Broken Arrow Family Drug	790045
9/24/2024	Thompson's Pharmacy	848077
9/24/2024	412 Family Pharmacy	406183
9/24/2024	412 Family Pharmacy	56683
9/24/2024	412 Family Pharmacy	787805
9/25/2024	Medic Pharmacy	777129
9/25/2024	Broken Arrow Family Drug	793627
9/25/2024	Broken Arrow Family Drug	790339
9/25/2024	Broken Arrow Family Drug	794145
9/26/2024	Broken Arrow Family Drug	794212
9/26/2024	Broken Arrow Family Drug	791851
9/26/2024	Broken Arrow Family Drug	787905
9/27/2024	Broken Arrow Family Drug	56462
9/27/2024	Broken Arrow Family Drug	794299
9/27/2024	Broken Arrow Family Drug	56646
9/27/2024	Broken Arrow Family Drug	772186
9/27/2024	Broken Arrow Family Drug	784828
10/3/2024	R&S Drug Store I LLC	918403

12. At all times relevant herein, Respondents were engaged in pharmacy benefits management, as defined under Oklahoma statutes, in the State of Oklahoma.

III. ALLEGED VIOLATIONS OF LAW

13. Pursuant to 59 O.S. § 360 (A)(5), if a below-cost reimbursement appeal is denied by the

PBM, the PBM shall “provide the reason for denial, including the National Drug Code (“NDC”) number from, and the name of, the specific national or regional wholesalers doing business in this state where the drug is currently in stock and available for purchase by the dispensing pharmacy at a price below the PBM’s reimbursement price.”

14. 59 O.S. § 360 (A)(5) also provides if the NDC number provided is not available, the PBM “shall immediately adjust the reimbursement amount, permit the dispensing pharmacy to reverse and rebill the claim in question, and make the reimbursement amount adjustment retroactive and effective for all contracted providers.” An NDC number is *not available* if it cannot be obtained below acquisition cost “from the pharmaceutical wholesaler from whom the dispensing pharmacy purchases the majority of the prescription drugs that are dispensed.” *Id.* (Emphasis added).

15. Per the claims provided in Table 1, between May 20, 2024, and October 3, 2024, Respondents violated 59 O.S. § 360(A)(5) two hundred (200) times by failing to:

- a. Provide an alternate NDC number which was *available* for purchase by the pharmacist at the time the pharmacist originally filled the prescription for the patient;
- b. Immediately adjust the reimbursement amount and permit the dispensing pharmacy to reverse and rebill the claim in question; and/or
- c. Make the reimbursement amount adjustment retroactive and effective for all contracted pharmacy providers.

16. Pursuant to 59 O.S. § 360(A)(4), Respondents shall “provide a reasonable administration appeals procedure ... to contest reimbursement amounts within fourteen (14) calendar days of the final adjusted payment date.” Respondents shall not prevent an individual pharmacy, or a PSAO, from filing reimbursement appeals in an electronic batch format. *Id.*

17. Respondents also violated 59 O.S. § 360(A)(4) fifteen (15) times by failing to provide these pharmacies or their PSAO with a reasonable administration appeals procedure.⁴

V. DAMAGES

WHEREFORE, premises considered, the Attorney General prays this Court order (1) the censure, suspension, or revocation of Respondents' licensure, (2) assess monetary fines of not less than One Hundred Dollars (\$100.00) and not greater than Ten Thousand Dollars (\$10,000) for each respective violation of 59 O.S. § 360(A)(5) and 59 O.S. § 360(A)(4), (3) assess restitution equivalent to the economic loss suffered by the local pharmacies named in this Complaint, and (4) any other further relief which may be appropriate and authorized by law.

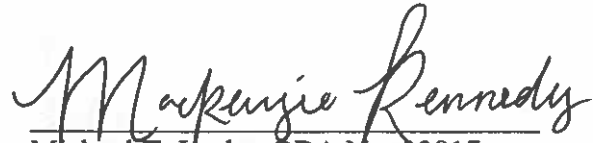
VI. REQUEST FOR HEARING

The Attorney General requests a formal administrative hearing be set before the Oklahoma Office of Administrative Hearings in accordance with the Oklahoma Administrative Procedures Act and administrative rules for Oklahoma Pharmacy Benefit Compliance and Enforcement. 75 O.S. § 309 *et seq.*; O.A.C. 75:45-2-1 *et seq.* A hearing is necessary for Respondents to show cause as to why they should not be subject to requested administrative penalties pursuant to 36 O.S. § 6966.1 *et seq.*

⁴ A reasonable appeals procedure is "a process which permits a provider or a provider's representative to contest a multisource drug product reimbursement amount based on the provider's contention that the drug is not generally available for purchase by Oklahoma pharmacies in the state at or below the PBM's multisource drug product reimbursement." O.A.C. 75:45-3-4(a)(1)(C).

Respectfully Submitted,

**GENTNER DRUMMOND,
ATTORNEY GENERAL OF
OKLAHOMA**

A handwritten signature in cursive script that reads "Mackenzie Kennedy". The signature is written in black ink and is positioned above a horizontal line.

Michael T. Leake, OBA No. 32817
Mackenzie Kennedy, OBA No. 35637
Hallie Bovos, OBA No. 33474
313 N.E. 21st Street
Oklahoma City, Oklahoma 73105
Telephone: (405) 522-4393
Facsimile: (405) 522-0085
Michael.Leake@oag.ok.gov
Mackenzie.Kennedy@oag.ok.gov
Hallie.Bovos@oag.ok.gov

CERTIFICATE OF SERVICE

I hereby certify that on the day of filing, true and accurate copies of the above and foregoing *Complaint and Request for Hearing* were sent via email to the following:

Caremark LLC
CaremarkPCS Health, LLC
CaremarkPHC, LLC
c/o Foley & Lardner, LLP
Michael D. Leffel
Ann Louise Mittal
MLeffel@foley.com
AMittal@foley.com
Counsel for Respondents


MACKENZIE KENNEDY

The seal affixed certifies that the foregoing is a true, correct and complete copy of the instrument set out as it appears in the record of the Administrative Court this 21 day of

Jda 20 29
Cam Vello Hearing Clerk