



JLG Scores Significant Win For its Independent Pharmacy Clients

The Jacobs Law Group Defeats Optum's Arbitration Clause! Court finds Optum's Arbitration Clause Procedurally Unconscionable And Unenforceable

430 Independent Pharmacies Can Now Proceed in Court!

In a momentous decision sure to shake up the PBM world, JLG lawyers led by [Mark Cuker, Esq.](#) won a years' long court battle with Optum. The United States District Court ruled that Optum cannot enforce contract terms requiring arbitration when Optum (and its predecessor Catamaran) precluded the independent pharmacies from even seeing or accessing the contract to understand what it contained.

The Court precluded Optum from enforcing these secret terms because the independent pharmacies never knew that there was an arbitration clause in their contracts. For this reason, the Court decided that Optum's conduct was procedurally unconscionable and refused to enforce the arbitration clause as to all 430 of JLG's independent pharmacy clients. See *Robert D. Mabe d/b/a Ashville Apothecary and Circleville Apothecary et-al. v. Optum, RX, Successor by Merger to Catamaran Corp.* Civil Action No. 3:17-1102 (Decision filed May 28, 2021).

The Court has thrown open the Courthouse doors to 430 independent pharmacies to proceed with their suit in court, which alleges, among other things, that Optum's Maximum Allowable Cost (MAC) reimbursements to those independent pharmacies for generic drugs were set insupportably low in breach of the contract. The independent pharmacies have asked for a jury trial.

[Neal Jacobs](#) the founder and Managing Attorney noted that "this win was a team effort and that in addition to [Mark Cuker](#), credit must also go to the rest of our exceptional PBM Litigation Team of [Joe Profy](#), [Richard Miller](#) and [Conor McCabe](#)".