

STATE OF MICHIGAN

IN THE 3RD CIRCUIT COURT FOR THE COUNTY OF WAYNE

IPHARMACY 2, LLC,

Plaintiff,

v

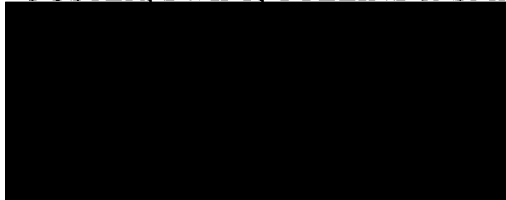
OPTUMRX, INC. and MARY BAKER,

Defendants.

Case No. 25-_____-CB

Hon.

Brandon M. H. Schumacher (P82930)
Destiny R. Hughes (P87034)
Attorneys for Plaintiff
FOSTER, SWIFT, COLLINS & SMITH, P.C.



COMPLAINT

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

Plaintiff iPharmacy 2, LLC (“iPharmacy”), by and through its attorneys, Foster, Swift, Collins & Smith, P.C., for its Complaint against Defendants OptumRx, Inc. (“OptumRx”) and Mary Baker (collectively, “Defendants”), states as follows:

PARTIES, JURISDICTION, VENUE

1. Plaintiff iPharmacy is a Michigan corporation that conducts business in Wayne County, Michigan, with a principal place of business located at 31193 Plymouth Road, Livonia, MI 48150.

2. Upon information and belief, Defendant OptumRx is a foreign profit corporation, incorporated under the laws of the state of California, that conducts business in Wayne County, Michigan, and has a registered office located at 40600 Ann Arbor Road E, Ste. 201, Plymouth, MI 48170.

3. Upon information and belief, Defendant Mary Baker is an individual who resides in the State of Michigan and conducts business in Wayne County, Michigan.

4. This is a qualifying business or commercial dispute as defined by MCL 600.8031 because one or more of the parties are business enterprises and the other parties are its or their present or former suppliers and the claims arise out of those relationships. The Court has jurisdiction to hear all related non-business or commercial dispute claims under MCL 600.8035.

5. This case is within the Court’s jurisdiction because Plaintiff seeks damages in excess of \$25,000 and the equitable remedy of an injunction.

6. Venue is properly before the Court because Defendants conduct business in Wayne County, Michigan.

7. Consistent with the rules of notice pleading in Michigan, the purpose of this Complaint is to put Defendants on notice of claims consistent with the allegations contained herein

and is not meant to be an exhaustive identification of each and every actionable act (or failure to act) committed by Defendants.

GENERAL ALLEGATIONS

8. iPharmacy operates a pharmacy business located at [REDACTED], Livonia, Michigan 48150.

9. OptumRx is a pharmacy benefit manager (“PBM”) that provides pharmacy benefit administration services to, among other health insurers, Blue Cross Blue Shield and Blue Care Network.

10. OptumRx has an existing contract (for now) with iPharmacy (the “Contract”) to provide prescription and pharmacy services to OptumRx. The Contract is not attached to the Complaint because it is in OptumRx’s possession and because it is subject to several confidentiality provisions.

11. A substantial number of iPharmacy’s patients are Blue Cross Blue Shield and Blue Care Network members, including some that are not serviced by OptumRx.

12. iPharmacy recently learned that OptumRx has been making misleading, false, and defamatory statements to iPharmacy’s patients and painting iPharmacy in a false light.

13. By way of background, in 2021, OptumRx began retaliating against iPharmacy after iPharmacy’s owner (Rudy Najm) was featured speaking out against PBM abuses in a Detroit News article.

14. OptumRx undertook punitive efforts against iPharmacy by way of unnecessary, intensive audits of iPharmacy’s business (which revealed no inventory shortages, prescription issues, fraudulent conduct, or other irregularities), repeated false accusations against iPharmacy designed to negatively affect iPharmacy’s reputation and business, and, eventually, an unjustified and overinflated overpayment demand for a payment of approximately \$170,000 (the “Demand”).

15. iPharmacy requested arbitration of OptumRx's Demand, and in December of 2024, the parties settled the Demand dispute (the "Settlement") for significantly less than the Demand amount.

16. OptumRx's allegations of wrongful conduct were *never* proven true at arbitration over the Demand, and iPharmacy settled the Demand dispute out of economic realities rather than culpability.

17. Several weeks after the parties entered into the Settlement, OptumRx notified iPharmacy that it was going to be terminated from the provider network altogether (the "Purported Termination").

18. The Purported Termination was retaliatory.

19. iPharmacy immediately appealed the Purported Termination through a mandatory arbitration program, and that arbitration remains ongoing (the "Termination Arbitration").

20. Throughout the Termination Arbitration, OptumRx has continued to conduct repeated punitive audits of iPharmacy's business, to no avail.

21. None of OptumRx's audits have revealed any notable irregularities in iPharmacy's business.

22. As its repeated audit findings did not support iPharmacy's termination, OptumRx stayed the Termination Arbitration and began looking for support for its Purported Termination of iPharmacy.

23. Consistent with OptumRx's systematic relationship against iPharmacy, OptumRx, through its agent and employee, Mary Baker, escalated its retaliation against iPharmacy unrelated to the Contract by sending defamatory letters (the "Letters") to Blue Cross Blue Shield and Blue Care Network ("Blue Cross Blue Shield") members who filled certain prescriptions at iPharmacy (the "Patients").

24. In those Letters, Defendants represented the following to the Patients:

Blue Cross Blue Shield of Michigan and Blue Care Network periodically review the services provided by network pharmacies as part of their fraud detection efforts. Blue Cross and BCN contract with OptumRx to Perform that process. The purpose of our review is to confirm the validity of prescriptions that were billed and paid for through your health plan. [(See, e.g., Exhibit 1)].

25. The Letters give the impression that Blue Cross Blue Shield is initiating the fraud detection efforts, when in reality it is OptumRx. OptumRx is using Blue Cross Blue Shield in the Letters as cover for its true motivations—retaliation against iPharmacy.

26. The Letters ask the Patients to provide a series of information about their prescriptions to Defendants, including, but not limited to: the drug names, the Rx numbers, the fill dates, the quantities, the co-pay amounts, whether the Customers “wanted” their prescriptions filled, and whether the Patients received their prescriptions and paid their co-pays. *See, e.g., Exhibit 1.*

27. Defendants sent the Letters in an attempt to gather information that *might* support OptumRx’s Purported Termination of iPharmacy.

28. The Letters, and Defendants’ use of them, was nothing more than a “fishing expedition” seeking a post hoc justification for iPharmacy’s Purported Termination.

29. The information and requests in the Letters were confusing and designed to elicit specific responses by the Patients that would be adverse to iPharmacy, even if the Patients’ responses were untrue or made in error.

30. The statements made in Defendants’ Letters are false, misleading, and have caused irreparable damage to iPharmacy’s reputation and business relationships.

31. The Letters falsely imply that iPharmacy is being investigated for “fraud,” which is a criminal offense.

32. Again, iPharmacy has at no point acted fraudulently, and OptumRx's repeated audits have revealed no wrongdoings by iPharmacy.

33. The requests to the Patients in the Letters were misleading and, upon information and belief, designed to create a specific response to support OptumRx's Purported Termination of Pharmacy.

34. This is showcased by a letter Mr. Najm, himself, received from OptumRx. (Exhibit 1, Najm Letter).

35. The Najm Letter asked if Mr. Najm paid a \$962.40 co-pay for Nurtec tablets on May 7, 2025 (the "Co-pay Question").

36. The Najm Letter is false because the co-pay applicable to Nurtec tablets is *not* \$962.40, which OptumRx *knows* as the PBM.

37. Upon information and belief, OptumRx intends for Patients to answer "no" to the Co-pay Question, so that OptumRx can attempt to use the Patients' answer to support its termination efforts, or to impact the Patients' trust and confidence in iPharmacy. Its reference to this incorrect co-pay is specifically designed to have Patients indicate they did *not* pay the identified co-pay. By doing so, OptumRx manufactured evidence to support the Purported Termination.

38. Defendants' false and misleading statements have caused, and continue to cause, irreparable damage to iPharmacy's business and relationships with its Patients.

39. iPharmacy has seen a significant decrease in scripts being filled by Patients, all of whom received Defendants' Letters and voiced concerns about the claims made in them.

40. Several of iPharmacy's Patients have transferred to different pharmacies due to the representations contained in the Letters.

41. The statements and representations made in the Letters were false and material.

42. Defendants knew that the statements in the Letters were false.

43. Upon information and belief, Defendants have continued to disparage, defame, and falsely portray iPharmacy's character, reputation, conduct, and standing to Blue Cross Blue Shield and BlueCare Network members and members of the community.

44. iPharmacy has experienced substantial decreases in revenue and profits since Defendant published the Letters. To date, iPharmacy has lost greater than \$100,000 in profitable scripts as a direct and proximate result of OptumRx's misconduct and stands to lose more should OptumRx repeat is improper smear campaign with similar letters in the future.

45. iPharmacy's Patients have repeatedly asked iPharmacy about the Letters and some have transferred to different pharmacies due to the Letters.

46. Faced with the possibility that Defendants' publication of the Letters would continue to interfere with iPharmacy's business operations, on August 4, 2025, in accordance with MCL 600.2911, iPharmacy, through counsel, sent Defendants a demand to cease and desist and retract their statements. (**Exhibit 2, Demand Letter**). OptumRx responded to the Demand Letter but did not retract its defamatory statements.

47. To date, iPharmacy's business operations, revenue, and profitability have continued to suffer as a direct and proximate result of Defendants' wrongful conduct.

48. An award of damages, alone, is not an adequate remedy to redress the injuries iPharmacy has suffered and will continue to suffer as a result of Defendants' wrongful conduct.

49. As it currently stands, Defendants can continue to retaliate against, disparage, defame, and falsely portray iPharmacy to Blue Cross Blue Shield and Blue Care Network members and the broader community. iPharmacy would then be forced to file a separate and distinct lawsuit for each continued instance of defamatory communication.

50. iPharmacy will suffer imminent and irreparable harm and injury if Defendants are allowed to continue their defamation of iPharmacy.

51. Justice requires, in addition to an award of damages, entry of an injunction.

52. Defendants will not be harmed by entry of an injunction.

53. iPharmacy will be harmed without entry of an injunction.

54. The public will not be harmed if an injunction is entered.

55. The balance of harms favors iPharmacy.

56. Although iPharmacy and OptumRx have an existing Contract, the claims asserted in this Complaint do not arise out of the Contract, itself. Blue Cross Blue Shield uses several PBMs to manage their pharmacy benefits. Furthermore, iPharmacy fills prescriptions for Blue Cross Blue Shield insureds who are not managed by OptumRx.

57. iPharmacy is entitled to the legal and equitable relief set forth in this Complaint.

**COUNT I
BUSINESS DEFAMATION**

58. iPharmacy reasserts and realleges the preceding paragraphs as if fully set forth herein.

59. iPharmacy operates a for-profit business.

60. Defendants made the statements and representations in the Letters.

61. Defendants made the statements and representations in the Letters as statements of “fact.”

62. The statements and representations in the Letters were misleading, false, and material.

63. Defendants knew that the statements and representations in the Letters were false, or Defendants made the statements and representations with reckless disregard for their truth or falsity.

64. Defendants published the statements and the representations in the Letters.

65. Defendants' publication of the statements and representations in the Letters was not privileged.

66. Defendants negligently or maliciously made the statements and representations in the Letters.

67. Defendants' defamatory statements and representations in the Letters have negatively affected iPharmacy's business reputation in the community.

68. As a direct and proximate result of Defendants' defamatory statements and representations in the Letters, iPharmacy has suffered significant monetary damages, including attorney fees.

69. Defendants' defamatory statements and representations in the Letters constitute actionable defamation and/or defamation *per se*.

70. iPharmacy is entitled to monetary damages and injunctive relief against Defendants.

WHEREFORE, iPharmacy respectfully requests this Court enter a judgment in its favor and against Defendants, awarding iPharmacy an amount exceeding \$25,000 for compensatory, exemplary, and punitive damages, including its attorney fees; enjoining Defendants from making any disparaging, defamatory, or false statements or representations to any person or business entity relating to iPharmacy; and granting iPharmacy any other relief this Court deems just and equitable.

**COUNT II
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS AND
EXPECTANCIES**

71. iPharmacy reasserts and realleges the preceding paragraphs as if fully set forth herein.

72. iPharmacy had business relationships and expectancies with those who received the Letters from Defendants.

73. Defendants knew of iPharmacy's business relationships and expectancies with those who received the Letters.

74. Defendants intentionally and improperly undertook efforts to interfere with iPharmacy's business relationships and expectancies by publishing the Letters, thereby defaming and disparaging iPharmacy.

75. Defendants' publication of the Letters caused disruption or termination of iPharmacy's business relationships and expectancies.

76. Defendants' defamatory statements and representations in the Letters constitute actionable defamation and/or defamation *per se* and constitute tortious interference with business relationships or expectancies.

77. As a direct and proximate result of Defendants' statements and representations in the Letters, iPharmacy has suffered significant monetary damages, including attorney fees.

78. As established above, iPharmacy is entitled to monetary damages and injunctive relief against Defendants.

WHEREFORE, iPharmacy respectfully requests this Court enter a judgment in its favor and against Defendants, awarding iPharmacy an amount exceeding \$25,000 for compensatory, exemplary, and punitive damages, including its attorney fees; enjoining Defendants from making

any disparaging, defamatory, or false statements or representations to any person or business entity relating to iPharmacy; and granting iPharmacy any other relief this Court deems just and equitable.

**COUNT III
INJURIOUS FALSEHOOD**

79. iPharmacy reasserts and realleges the preceding paragraphs as if fully set forth herein.

80. Defendants made the statements and representations in the Letters against iPharmacy.

81. Defendants made the statements and representations in the Letters as statements of “fact.”

82. The statements and representations in the Letters were false and material.

83. Defendants knew the statements and representations in the Letters were false, or Defendants made the statements and representations with reckless disregard for their truth or falsity.

84. Defendants published the statements and the representations in the Letters.

85. Defendants’ publication of the statements and representations in the Letters was not privileged.

86. Defendants published the statements and representations in the Letters with the intent to cause economic and pecuniary harm to iPharmacy, or Defendants should have known or recognized that such harm was likely to occur as a result of their statements and representations in the Letters.

87. Defendants negligently or maliciously made the statements and representations in the Letters.

88. Defendants' statements and representations in the Letters have negatively affected iPharmacy's character, reputation, and standing in the community.

89. Defendants' statements and representations in the Letters have disparaged iPharmacy's business operations.

90. As a direct and proximate result of Defendants' statements and representations in the Letters, iPharmacy has suffered significant monetary damages, including attorney fees.

91. As established above, iPharmacy is entitled to monetary damages and injunctive relief against Defendants.

WHEREFORE, iPharmacy respectfully requests this Court enter a judgment in its favor and against Defendants, awarding iPharmacy an amount exceeding \$25,000 for compensatory and exemplary damages, including its attorney fees; enjoining Defendants from making any disparaging, defamatory, or false statements or representations to any person or business entity relating to iPharmacy; and granting iPharmacy any other relief this Court deems just and equitable.

**COUNT IV
INVASION OF PRIVACY – PORTRAYING IPHARMACY IN A FALSE LIGHT**

92. iPharmacy reasserts and realleges the preceding paragraphs as if fully set forth herein.

93. Defendants made the statements and representations in the Letters against iPharmacy.

94. Defendants made the statements and representations in the Letters as statements of "fact."

95. The statements and representations in the Letters were false and material.

96. The statements and representations in the Letters were unreasonable and highly objectionable.

97. Defendants knew the statements and representations in the Letters were false, or Defendants made the statements and representations with reckless disregard for their truth or falsity.

98. Defendants published the statements and the representations in the Letters.

99. Defendants' publication of the statements and representations in the Letters was not privileged.

100. Defendants published the statements and representations in the Letters with the intent to cause economic and pecuniary harm to iPharmacy, or Defendants should have known or recognized that such harm was likely to occur as a result of their statements and representations in the Letters.

101. Defendants negligently or maliciously made the statements and representations in the Letters.

102. Defendants' statements and representations in the Letters have negatively affected iPharmacy's character, reputation, and standing in the community.

103. Defendants' statements and representations in the Letters have disparaged iPharmacy's business operations.

104. Defendants' statements and representations in the Letters have invaded iPharmacy's privacy and paint iPharmacy in a false light.

105. As a direct and proximate result of Defendants' statements and representations in the Letters, iPharmacy has suffered significant monetary damages, including attorney fees.

106. As established above, iPharmacy is entitled to monetary damages and injunctive relief against Defendants.

WHEREFORE, iPharmacy respectfully requests this Court enter a judgment in its favor and against Defendants, awarding iPharmacy an amount exceeding \$25,000 for compensatory and

exemplary damages, including its attorney fees; enjoining Defendants from making any disparaging, defamatory, or false statements or representations to any person or business entity relating to iPharmacy; and granting iPharmacy any other relief this Court deems just and equitable.

Respectfully submitted,

FOSTER, SWIFT, COLLINS & SMITH, P.C.
Attorneys for Plaintiff

Date: September 15, 2025

By: /s/ Brandon M. H. Schumacher
Brandon M. H. Schumacher (P82930)
Destiny R. Hughes (P87034)

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