

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

<b>LAKEVIEW PHARMACY OF RACINE, INC.,</b>	:	
	:	
Plaintiff,	:	<b>CIVIL ACTION NO. 3:15-0290</b>
	:	
v.	:	
	:	<b>(JUDGE MANNION)</b>
<b>CATAMARAN CORPORATION,</b>	:	
	:	
Defendant	:	

**ORDER**

Pursuant to the memorandum issued this same day, it is **HEREBY ORDERED**:

- (1) the plaintiff Lakeview Pharmacy of Racine, Inc.'s First Motion for Leave to Amend the Complaint, (Doc. [30](#)), is **GRANTED IN PART** and **DENIED IN PART**;
- (2) the plaintiff's request to remove factual allegations relating to the other independent pharmacies that are no longer parties to the action is **GRANTED**;
- (3) the plaintiff's request to add Count I, a UCC claim, is **DENIED**;
- (4) the plaintiff's request to add Count II for breach of contract is **GRANTED** insofar as it claims that the defendant's failure to "use 'client or plan parameters, MediSpan or other national source, and internal processes as a reference,'" (Doc. [31](#), Ex. 1, ¶ 119), the defendant's decision to set reimbursement prices below acquisition costs, and the defendant's use of multiple MAC prices

constitute a breach of contract;

- (5) the plaintiff's request to add a claim for breach of contract, under Count II, for the defendant's failure to "implement '[o]ther nationally recognized reference based sources' despite market conditions warranting as much," (Doc. [33](#), Ex. 1, ¶ 119), is **DENIED**;
- (6) the plaintiff's request to add Count IV on a theory of quantum meruit is **DENIED**; and
- (7) the plaintiff shall file an amended complaint which comports with this order and accompanying memorandum by **June 27, 2016**.

*s/ Malachy E. Mannion*  
**MALACHY E. MANNION**  
United States District Judge

**Dated: June 13, 2016**

O:\Mannion\shared\MEMORANDA - DJ\CIVIL MEMORANDA\2015 MEMORANDA\15-0290-02-ORDER.wpd