

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH
CAROLINA, GREENVILLE DIVISION

Glytec LLC v. Prisma Health

Glytec · No. 6:25-cv-03211-DCC · Decided March 31, 2026

SUMMARY

The United States District Court for the District of South Carolina ruled on Prisma Health’s motions for reconsideration or clarification, dismissal, and to strike in Glytec LLC’s action concerning alleged misuse of Glytec’s insulin-management software. The court denied reconsideration, granted clarification in part, denied the motion to dismiss, and granted the motion to strike in part. The court held that Glytec sufficiently pleaded claims for misappropriation of trade secrets under the federal and South Carolina trade-secrets statutes, as well as related claims arising from the parties’ software licensing agreement.

CASE DETAILS

COURT	United States District Court for the District of South Carolina, Greenville Division
WRITING FOR THE COURT	Donald C. Coggins, Jr.
JURISDICTION	United States District Court for the District of South Carolina, Greenville Division
DECIDED	March 31, 2026
DOCKET	6:25-cv-03211-DCC
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for reconsideration or clarification of a prior preliminary-injunction order, dismissal under Federal Rule of Civil Procedure 12(b)(6), and striking of Plaintiff's jury demand. The court denied reconsideration, granted clarification in part and denied it in part, denied the motion to dismiss, and granted the motion to strike in part and denied it in part.
STANDARD OF REVIEW	Under Rule 54(b), reconsideration of an interlocutory order is appropriate for an intervening change in controlling law, newly discovered evidence, or a clear error of law or manifest injustice, although the standard is less strict than reconsideration of a final judgment. A Rule 12(b)(6) motion tests the legal sufficiency of the complaint; well-pleaded factual allegations are accepted as true and

	viewed in the plaintiff's favor, but unwarranted inferences and unreasonable conclusions are not accepted. The complaint must state a plausible claim for relief. Contractual jury-trial waivers are strictly construed according to their plain, ordinary, and popular meaning.
PRECEDENTIAL VALUE	unpublished district court opinion
PARTIES	Prisma Health v. Glytec LLC

TOPICS

[motions to dismiss](#)
[motion for reconsideration](#)
[misappropriation of trade secrets](#)
[breach of contract](#)
[civil procedure](#)

PRACTICE AREAS

[civil procedure](#)
[contracts](#)
[trade secrets](#)
[commercial litigation](#)
[intellectual property](#)
[remedies](#)

QUESTIONS PRESENTED

1. Whether Prisma established grounds under Rule 54(b) to reconsider the court's preliminary-injunction order.
2. Whether clarification of the preliminary-injunction order was warranted concerning the identified trade secrets, use of Prisma Software hosted on a third-party platform for direct patient care, and the obligation to retrieve, return, and preserve documents.
3. Whether Glytec plausibly pleaded misappropriation of trade secrets under the SCTSA and FDTSA.
4. Whether Glytec plausibly pleaded breach of contract and whether the claim was preempted by federal patent law.
5. Whether Glytec plausibly pleaded breach of contract accompanied by a fraudulent act.
6. Whether Glytec plausibly pleaded a violation of SCUTPA.
7. Whether Glytec could plead unjust enrichment in the alternative despite the alleged express contract.
8. Whether the contractual jury-trial waiver applied to Glytec's claims.

HOLDINGS

1. Reconsideration of the prior preliminary-injunction order was unwarranted because Prisma identified no intervening change in law, newly discovered evidence, clear error, or manifest injustice, and its arguments largely rehashed matters previously considered.
2. Clarification was granted in part: the injunction permits Prisma to maintain the Prisma Software on its third-party platform in working condition for direct patient care, and the injunction's restrictions and protections extend to that platform. The court otherwise found its prior description of the trade secrets and its directions concerning document retrieval, return, and preservation sufficiently clear.

3. Glytec plausibly alleged the existence of trade secrets and actual or threatened misappropriation under both the South Carolina Trade Secrets Act and the Federal Defend Trade Secrets Act.
4. Glytec plausibly alleged breach of the licensing agreement, and the breach-of-contract claim was not shown at the pleading stage to be preempted by federal patent law.
5. Glytec plausibly alleged breach of contract accompanied by a fraudulent act, and the availability of punitive damages against Prisma was not properly resolved on a motion to dismiss.
6. Glytec plausibly alleged a violation of SCUTPA because its allegations that Prisma tested insulin-management software on patients without FDA approval or Glytec's permission plausibly implicated the public interest.
7. Glytec plausibly alleged unjust enrichment and could plead that claim in the alternative to breach of contract at the motion-to-dismiss stage.
8. The jury-trial waiver applied to Glytec's breach-of-contract, breach-of-contract-accompanied-by-a-fraudulent-act, SCUTPA, and SCTSA and FDTSA misappropriation claims because those claims arose out of or related to the agreement. It did not apply to unjust enrichment.

KEY QUOTATIONS

“A motion to reconsider an interlocutory order is not an appropriate vehicle to rehash arguments already considered by the court because the movant is displeased with the outcome.”

“The Court finds that a hospital system testing a product that regulates a patient’s insulin in another entity’s test site without FDA approval or that other entity’s permission plausibly implicates the public interest.”

“It follows that Plaintiff’s claim for unjust enrichment cannot arise out of or be related to the Agreement, and therefore it is not subject to the jury trial waiver.”

FACTUAL BACKGROUND

Glytec licensed its Glucommander insulin-management software and related services to Prisma under a Master Service Agreement. The agreement prohibited reverse engineering, use of the services to develop a competing product, and unauthorized use or disclosure of Glytec's confidential information and trade secrets. Glytec alleged that Prisma employees used the software's test site and other materials to reverse engineer Glucommander and develop competing Prisma Software, including software used to treat patients before FDA approval. Glytec also alleged that Prisma concealed its conduct and later terminated the agreement.

PROCEDURAL HISTORY

Glytec filed suit in the Greenville County Court of Common Pleas asserting breach of contract, breach of contract accompanied by a fraudulent act, SCUTPA violations, and unjust enrichment. Glytec later amended its complaint to add claims under the Federal Defend Trade Secrets Act and the South Carolina Trade Secrets Act. Prisma removed the action to federal court. After the court granted Glytec's motion for a preliminary injunction in part, Prisma filed the motions addressed in this Opinion and Order.

DISPOSITION

CASES CITED

- *Am. Canoe Ass'n v. Murphy Farms, Inc.*, 326 F.3d 505, 514-15 (4th Cir. 2003)
- *Fayetteville Investors v. Commercial Builders, Inc.*, 936 F.2d 1462, 1472 (4th Cir. 1991)
- *South Carolina v. United States*, 232 F. Supp. 3d 785, 793 (D.S.C. 2017)
- *Carlson v. Bos. Sci. Corp.*, 856 F.3d 320, 325 (4th Cir. 2017)
- *Sejman v. Warner-Lambert Co., Inc.*, 845 F.2d 66, 69 (4th Cir. 1988)
- *Republican Party of N.C. v. Martin*, 980 F.2d 943, 952 (4th Cir. 1992)
- *E. Shore Mkts., Inc. v. J.D. Assocs. Ltd. P'ship*, 213 F.3d 175, 180 (4th Cir. 2000)
- *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555, 570 (2007)
- *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)
- *Nucor Corp. v. Bell*, No. 2:06-CV-02972-DCN, 2008 WL 9894350, at *8 (D.S.C. Mar. 14, 2008)
- *Lowndes Prods., Inc. v. Brower*, 191 S.E.2d 761, 764-65 (S.C. 1972)
- *Williams v. Riedman*, 529 S.E.2d 28, 42 (S.C. Ct. App. 2000)
- *Boon Ins. Agency, Inc. v. Lloyd*, No. 3:20-CV-02980-JMC, 2020 WL 5052956, at *4 (D.S.C. Aug. 27, 2020)
- *Carolina Chem. Equip. Co. v. Muckenfuss*, 471 S.E.2d 721, 724-25 (S.C. Ct. App. 1996)
- *Woven Elecs. Corp. v. Advance Grp., Inc.*, 930 F.2d 913, Nos. 89-1580 & 89-1588, 1991 WL 54118, at *3-*4 (4th Cir. Apr. 15, 1991)
- *Decision Insights, Inc. v. Sentia Group, Inc.*, 311 F. App'x 586, 594-95 (4th Cir. 2009)
- *IHS Global Ltd. v. Trade Data Monitor, LLC*, C/A No. 2:18-cv-01025-DCN, 2021 WL 2134909, at *7 (D.S.C. May 21, 2021)
- *Fuller v. E. Fire & Cas. Ins. Co.*, 124 S.E.2d 602, 610 (S.C. 1962)
- *Smith v. Canal Ins.*, 269 S.E.2d 348, 350 (S.C. 1980)
- *Connor v. City of Forest Acres*, 560 S.E.2d 606, 612 (S.C. 2002)
- *Peebles v. Orkin Exterminating Co.*, 135 S.E.2d 845, 847 (S.C. 1964)
- *Lister v. NationsBank of Delaware, N.A.*, 494 S.E.2d 449, 454-58 (S.C. Ct. App. 1997)
- *Floyd v. Country Squire Mobile Homes, Inc.*, 336 S.E.2d 502, 504 (S.C. Ct. App. 1985)
- *Havird Oil v. Marathon Oil Co., Inc.*, 149 F.3d 283, 291 (4th Cir. 1998)
- *Prince Payne Enterprises, Inc. v. Tigua Enterprises, Inc.*, No. 2:18-cv-2552-DCN, 2019 WL 5394197, at *6 (D.S.C. Oct. 22, 2019)
- *Thompson v. Killian*, 924 S.E.2d 606, 614 (S.C. 2025)
- *Servo Corp. of Am. v. Gen. Elec. Co.*, 337 F.2d 716 (4th Cir. 1964)
- *Franke v. Wiltschek*, 209 F.2d 493, 495 (2d Cir. 1953)
- *Skywaves I Corp. v. Branch Banking & Tr. Co.*, 814 S.E.2d 643, 652 (S.C. Ct. App. 2018)
- *Wachovia Bank, Nat'l Ass'n v. Blackburn*, 755 S.E.2d 437, 443 (S.C. 2014)
- *Keels v. Pierce*, 433 S.E.2d 902, 904 (S.C. Ct. App. 1993)

- Beach Co. v. Twillman, Ltd., 566 S.E.2d 863, 866 (S.C. Ct. App. 2002)
- Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC, 649 S.E.2d 494, 502 (S.C. Ct. App. 2007)
- Deutsche Bank Nat'l Tr. Co. v. Est. of Houck, 892 S.E.2d 280, 281-82 (S.C. 2023)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/federal/united-states-district-court-for-the-district-of-south-carol/2026/glytec-llc-v-prisma-health-0phlulg0>