

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF  
TENNESSEE

Trubridge v. Houston County, et al.

Trubridge · No. 3:24-cv-01377 · Decided March 23, 2026

SUMMARY

The United States District Court for the Middle District of Tennessee denied a motion to dismiss claims arising from the alleged assumption and nonpayment of service contracts following an asset purchase. The court held that the plaintiff plausibly alleged that the contracts were not excluded from the transaction and sufficiently pleaded alternative unjust-enrichment and quantum-meruit claims, as well as grounds for piercing the corporate veil.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                     |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Middle District of Tennessee                                                                                                                                                                                   |
| WRITING FOR THE COURT | William L. Campbell, Jr.                                                                                                                                                                                                                            |
| JURISDICTION          | United States District Court for the Middle District of Tennessee                                                                                                                                                                                   |
| DECIDED               | March 23, 2026                                                                                                                                                                                                                                      |
| DOCKET                | 3:24-cv-01377                                                                                                                                                                                                                                       |
| DISPOSITION           | other                                                                                                                                                                                                                                               |
| PROCEDURAL POSTURE    | Defendants Shamrock Community Hospital, Inc., Braden Health, LLC, and Braden Health, Inc. moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the amended complaint's breach-of-contract, unjust-enrichment, and quantum-meruit claims. |
| STANDARD OF REVIEW    | On a Rule 12(b)(6) motion, the court accepts the complaint's factual allegations as true and determines whether the allegations plausibly state a claim for relief.                                                                                 |
| PRECEDENTIAL VALUE    | unpublished district court memorandum and order                                                                                                                                                                                                     |
| PARTIES               | Trubridge v. Houston County, Shamrock Community Hospital, Inc., Braden Health, LLC, Braden Health, Inc.                                                                                                                                             |

TOPICS

- motions to dismiss
- breach of contract
- corporate veil piercing
- unjust enrichment
- quantum meruit

## PRACTICE AREAS

civil procedure

contracts

commercial litigation

corporate law

remedies

## QUESTIONS PRESENTED

1. Whether the amended complaint plausibly alleged that the asset purchase agreement transferred or assumed Trubridge's contracts despite defendants' assertion that a schedule excluded them.
2. Whether the amended complaint plausibly alleged grounds for piercing the corporate veil against the Braden defendants.
3. Whether unjust enrichment and quantum meruit were adequately pleaded as alternative claims to breach of contract.

## HOLDINGS

1. The amended complaint sufficiently alleged that Trubridge's contracts were not excluded from the asset purchase agreement and therefore plausibly stated a breach-of-contract claim.
2. The amended complaint alleged sufficient facts to state a claim for piercing the corporate veil concerning the Braden defendants.
3. The amended complaint adequately pleaded unjust enrichment and quantum meruit as alternative claims to the breach-of-contract claim.

## KEY QUOTATIONS

*"To survive a motion to dismiss, a complaint must contain sufficient factual allegations, accepted as true, to state a claim for relief that is plausible on its face."*

## FACTUAL BACKGROUND

Shamrock purchased certain assets of Houston County Community Hospital under an Asset Purchase Agreement, including contracts other than those listed as excluded contracts. Trubridge alleged that its service contracts were not excluded, continued performing or remained willing to perform, and that the Shamrock defendants received the benefit of services while failing to pay invoices and preventing further performance. Trubridge also alleged that Braden Health, LLC was an alter ego of Braden Health, Inc. and/or Shamrock.

## PROCEDURAL HISTORY

Trubridge filed an amended complaint alleging that contracts with Houston County Community Hospital were transferred to Shamrock through an asset purchase agreement and that defendants failed to pay for services or prevented performance. Defendants moved to dismiss all claims under Rule 12(b)(6). The district court denied the motion in its entirety.

## DISPOSITION

other

## CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662 (2009)

## OPINION

Trubridge v. Houston County, et al.

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT FOR THE

MIDDLE DISTRICT OF TENNESSEE

NASHVILLE DIVISION

TRUBRIDGE, )

) Plaintiff, ) ) NO. 3:24-cv-01377 v. )

) JUDGE CAMPBELL

HOUSTON COUNTY, et al., ) ) Defendants. ) MEMORANDUM and ORDER Pending before the Court is a motion to dismiss filed by Defendants Shamrock Community Hospital, Inc. (“Shamrock”), Braden Health, LLC, and Braden Health, Inc. (Doc. No. 51), which is fully briefed. (See Doc. Nos. 60, 62). For the reasons stated herein, the motion is DENIED.

## BACKGROUND<sup>1</sup>

On July 30, 2022, pursuant to an Asset Purchase Agreement (“APA”), Shamrock purchased certain assets from Houston County Community Hospital (the “Hospital”), including all of its contracts other than those listed as excluded contracts. (Amended Complaint, Doc. No. 40 ¶ 34). Prior to this transaction, the Hospital entered into a service agreement with Plaintiff and continued to enter into various other agreements and service addenda. (Id. ¶¶ 12-32). Through these agreements (collectively the “Houston County Agreements”), Plaintiff promised to provide the Hospital with various services. (See id.). In exchange for these services, the Hospital agreed to pay Plaintiff a monthly service fee for the services, or a percentage of its cash collection. (Id.). <sup>1</sup> The facts stated herein come from the Amended Complaint (Doc. No. 40). Because the Houston Contracts were not excluded from the transaction, Plaintiff continued performing and/or was willing to perform under the contracts. From January 2023 until at least February 2024, the Shamrock Defendants continued to receive the benefit of some of Plaintiff’s services. (See id. ¶ 59). However, the Hospital failed to pay Plaintiff’s invoices for goods and services prior to the asset purchase or invoices for services rendered after the asset purchase. (See id. ¶¶ 39-40). Further, the Shamrock Defendants then prevented Plaintiff from performing and/or fully performing other services agreed upon in the Houston Contracts. (See id. ¶ 44). Although Defendants Braden Health, LLC and Braden Health, Inc. were not listed parties to the transaction, Plaintiff alleges facts that Braden Health, LLC is an alter ego of Braden Health, Inc. and/or Shamrock. (See id. ¶¶ 45-49). Plaintiff brings the present lawsuit against Defendants for breach of contract (Count I) for failing to perform under the various Houston Contracts, or in the alternative for unjust enrichment (Count II) and quantum meruit (Count III).

## STANDARD OF REVIEW

Federal Rule of Civil Procedure 12(b)(6) permits dismissal of a complaint for failure to state a claim upon which relief can be granted. For purposes of a motion to dismiss, a court must take all of the factual allegations in the complaint as true. *Ashcroft v. Iqbal*, 556 U.S. 662 (2009). To survive a motion to dismiss, a complaint must contain sufficient factual allegations, accepted as true, to state a claim for relief that is plausible on its face. *Id.* at 678. A claim has facial plausibility when the plaintiff pleads facts that allow the court to draw the reasonable inference that the defendant is liable for the misconduct alleged. *Id.*

## ANALYSIS

Through the pending motion, Defendants seek dismissal of each of Plaintiff's claims against them. Plaintiff's breach of contract claim boils down to whether its contracts were excluded when Shamrock purchased assets/liabilities from Houston City in 2022. Plaintiff alleges in the Amended Complaint that Defendants assumed the contract at issue because the contracts were not listed as excluded contracts. Section 1.2(f) of the APA identifies as excluded contracts those listed in Schedule 1.2(f). (Doc. No. 40-7 at 10-11). The APA did not have a Schedule 1.2(f). Defendants argue that a different schedule should be construed as excluding Plaintiff's contract: Schedule 1.3(1). But the APA does not reference Schedule 1.3(1) in the provisions that address excluded contracts, nor is there any explanation as to why Plaintiff's contract should be excluded. It is that the plain language of Section 1.2 of the APA does not do so directly or through reference to a schedule. Accepting as true Plaintiff's allegations, Defendants' motion to dismiss Count II is DENIED. Similarly, Plaintiff pleads facts that, accepted as true, set forth a basis for piercing the corporate veil concerning the Braden Defendants. Having reviewed the Amended Complaint, Plaintiff has alleged sufficient facts to state claims for unjust enrichment and quantum meruit as alternative claims for Count I. Accordingly, the motion is also DENIED as to Count II and III.

## CONCLUSION

For the reasons stated herein, the pending motion to dismiss (Doc. No. 51) is DENIED. It is so ORDERED. Lhd = /

CHIEF UNITED STATES DISTRICT JUDGE