

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PRECEDENTIAL VALUE	unpublished district court memorandum and order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)

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