

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
BUSINESS COURT

VASCULAR MANAGEMENT SERVICES
OF NOVI, LLC, a Michigan limited liability
Company, and VCOA MANAGEMENT, LLC,
a Michigan limited liability company,

Plaintiffs,

Case No. 21-191539-CB

Hon. Victoria A. Valentine

v

EMG PARTNERS, LLC, a Michigan limited liability
Company, ENVISION MEDICAL GROUP, PLLC,
a Michigan professional limited liability company,
ENVISION DIAGNOSTIC CENTER, PLLC, a Michigan
Professional Limited Liability Company, TB DOCTORS,
PLLC, a Michigan Professional Limited Liability Company,
VILLAGEMD EASTERN MICHIGAN, LLC, a Delaware
limited liability company, VILLAGE PRACTICE
MANAGEMENT, LC, a Delaware limited liability company,
VILLAGE PRACTICE PARTNERS OF MICHIGAN, LLC,
a Michigan limited liability company, and VMD PRIMARY
PROVIDERS EASTERN MICHIGAN, PC, a Michigan
Professional corporation,

Defendants.

**OPINION AND ORDER REGARDING ENVISION DEFENDANTS' MOTION FOR
PARTIAL SUMMARY DISPOSITION UNDER MCR 2.116(C)(8) and VILLAGE MD OF
EASTERN MICHIGAN LLC, VMD PRIMARY PROVIDERS EASTERN MICHIGAN,
LLC, AND VILLAGE PRACTICE MANAGEMENT COMPANY, LLC'S MOTION FOR
SUMMARY DISPOSITION OF PLAINTIFF'S SECOND AMENDED COMPLAINT
PURSUANT TO MCR 2.116(C)(8)**

At a session of said Court held on the
27th day of February 2024
in the County Oakland, State of Michigan

PRESENT: HON. VICTORIA A. VALENTINE

The instant action is before the Court on Defendant Envision Medical Group, PLLC, EMG Partners, LLC, Envision Diagnostic Center, PLLC, TB Doctors, PLLC, and Village Practice Partners of Michigan, LLC (the “Envision Defendants”) Motion for Partial Summary Disposition under MCR 2.116(C)(8) and Village MD of Eastern Michigan LLC, VMD Primary Providers Eastern Michigan, LLC and Village Practice Management Company, LLC’s Motion for Summary Disposition of Plaintiff’s Second Amended Complaint pursuant to MCR 2.116(C)(8). The Court has reviewed the pleadings as well as the Motions, Responses, and Replies filed by the parties. The Court hereby dispenses with oral argument pursuant to MCR 2.119(E)(3) “[a] court may, in its discretion, dispense with or limit oral arguments on motions, and may require the parties to file briefs in support of and in opposition to a motion.”

I.

OVERVIEW

The relationship between the parties in this case was previously explained by the Michigan Court of Appeals, *See Vascular Mgmt. Servs. Of Novi, LLC v. EMG Partners, LLC*, unpublished per curiam opinion of the Court of Appeals, issued March 9, 2023 (Docket No. 360368), and in this Court’s Opinion and Order issued August 16, 2023.

Pursuant to the August 16, 2023, Opinion and Order, Plaintiffs were allowed leave to file a motion to amend the complaint to cure certain defects. The First Amended Complaint was filed on August 30, 2023. Again, Defendants moved for summary disposition under MCR 2.116(C)(8). Plaintiffs filed for leave to amend the Complaint a second time. This Court held the motion for summary disposition in abeyance and the parties subsequently stipulated to the filing of a second amended complaint.

A second amended complaint (the “Complaint”) was filed on December 11, 2023. Envision Diagnostic Center, PLLC (“Envision Diagnostic”), TB Doctors, PLLC (“TB Doctors”), Village Practice Management Company, LC (“Village Practice Management”), Village Practice Partners of Michigan, LLC (“Village Practice Partners,”) and VMD Primary Providers of Eastern Michigan, PC (“Village Primary Providers”) were added as Defendants. It is alleged that Envision Diagnostic and TB Doctors are subsidiaries of Envision Medical Group (“Envision”).¹ It is also alleged that Village Practice Management “owns or controls certain affiliates and subsidiaries, including upon information and belief, Defendants [Village Practice Partners,] [Village Primary Providers] and [VillageMD Eastern Michigan, LLC (“Village MD”)]”² The Complaint alleges Breach of Management Services Agreement and Operating Agreement against the Envision Defendants (Count I); Misappropriation of Trade Secrets against all Defendants (Count II); Breach of Non-Disclosure Agreement against Village Practice Management and its subsidiaries (Count III).

Defendants again move for summary disposition under MCR 2.116(C)(8).

II.

STANDARD OF REVIEW

MCR 2.116(C)(8)

A motion for summary disposition pursuant to MCR 2.116(C)(8) tests the legal sufficiency of the complaint, not whether the complaint can be factually supported. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159-160; 934 NW2d 665 (2019); *Pawlak v Redox Corp*, 182 Mich App 758, 763; 453 NW2d 304 (1990). A motion for summary disposition based on the failure to

¹ Complaint, ¶ 6.

² *Id.* at ¶ 12.

state a claim upon which relief may be granted is to be decided on the pleadings alone. *Bailey v Schaaf*, 494 Mich 595, 603; 835 NW2d 413 (2013).

“All well-pleaded factual allegations are accepted as a true and construed in a light most favorable to the nonmovant.” *Maiden v Rozwood*, 461 Mich 109, 119; 597 NW2d 817 (1999); *Wade v Dep’t of Corrections*, 439 Mich 158, 162; 483 NW2d 26 (1992). Summary disposition is proper when the claim is so clearly unenforceable as a matter of law that no factual development can justify a right to recovery. *Spiek v Dep’t of Transportation*, 456 Mich 331, 337; 572 NW2d 201 (1998).

“Michigan is a notice-pleading jurisdiction, which means that a complaint is required to contain only enough information reasonably to inform the defendant of the nature of the claim against which [it] must defend.” *Veritas Auto Machinery, LLC v FCA Int’l Operations, LLC*, 335 Mich App 602, 615; 968 NW2d 1 (2021) (quotation marks and citation omitted); MCR 2.111(B).

III.

RELEVANT LAW

A.

Breach of Contract (Counts I and III)

“A party asserting a breach of contract must establish by a preponderance of the evidence that (1) there was a contract (2) which the other party breached (3) thereby resulting in damages to the party claiming breach.” *Miller-Davis Co v Ahrens Constr, Inc*, 495 Mich 161, 178; 848 NW2d 95 (2014). “The party asserting a breach of contract has the burden of proving its damages with reasonable certainty, and may recover only those damages that are the direct, natural and proximate result of the breach.” *Alan Custom Homes, Inc v Krol*, 256 Mich App 505, 512; 667

NW2d 379 (2003). “[D]amages recoverable for breach of contract are those that arise naturally from the breach or were in the contemplation of the parties at the time the contract was made. *Kewin v Massachusetts Mut Life Ins Co*, 409 Mich 401, 414; 295 NW2d 50 (1980). “[D]amages must not be conjectural or speculative in their nature, or dependent upon the chances of business or other contingencies.” *Van Buren Charter Twp v Visteon Corp*, 319 Mich App 538, 551; 904 NW2d 192 (2017) (quotation marks and citation omitted).

B.

Misappropriation of Trade Secrets (Count II)

Pursuant to Michigan’s Uniform Trade Secrets Act (MUTSA), MCL 445.1901 *et seq.*, misappropriation of a trade secret “includes disclosure or use of a trade secret without consent.” *CMI Intern, Inc v Internet Intern Corp*, 251 Mich App 125, 132; 649 NW2d 808 (2002) citing MCL 445.1902(b)(ii). “To succeed on a claim for misappropriation of a trade secret under Michigan law, a plaintiff must prove: ‘1) the existence of a trade secret; 2) its acquisition in confidence; and 3) the defendant’s unauthorized use of it.’” *Nedschroef Detroit Corp v Bemas Enterprises, LLC*, 106 F Supp 3d 874, 884 (ED Mich, 2015). *See also Theisen v Inventive Consulting, LLC*, unpublished per curiam opinion of the Court of Appeals, issued August 12, 2021 (Docket Nos. 352952, 353990), p 3.³

³ Unpublished decisions of the Court of Appeals are not binding on this Court but may be considered as persuasive authority. MCR 7.215(C)(1); *Slater v Ann Arbor Public Schools Bd of Ed*, 250 Mich App 419, 432; 648 NW2d 205 (2002). Likewise, the decisions of lower federal courts are not binding on this Court but may be considered as persuasive. *Home-Owners Ins Co v Perkins*, 328 Mich App 570, 584 n 6; 939 NW2d 705 (2019) citing *Abela v Gen Motors Corp*, 469 Mich 603, 607; 677 NW2d 325 (2004).

Under MCL 445.1902(b), misappropriation of a trade secret occurs under the following circumstances:

“Misappropriation” means either of the following:

- (i) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means.
- (ii) Disclosure or use of a trade secret of another without express or implied consent by a person who did 1 or more of the following:
 - (A) Used improper means to acquire knowledge of the trade secret.
 - (B) At the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade secret was derived from or through a person who had utilized improper means to acquire it, acquired it under circumstances giving rise to a duty to maintain its secrecy or limit its use, or derived from or through a person who owed a duty to the person to maintain its secrecy or limit its use.
 - (C) Before a material change of his or her position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake. [MCL 445.1902(b) ⁴]

“The statute, therefore, contains two possible ways to misappropriate a trade secret: improper acquisition of a trade secret and disclosure or use of a trade secret.” *Endoscopy Corp of America v Kenaan*, unpublished per curiam decision of the Court of Appeals, issued March 9, 2023 (Docket No. 359398), p 6.

IV.

ANALYSIS

⁴ “Improper means” as used in MCL 445.1902(b) “includes theft, bribery, misrepresentation, breach, or inducement of a breach of duty to maintain secrecy or espionage through electronic or any other means.” MCL 445.1902(a).

Defendants Envision Medical Group (“Envision”), Envision Diagnostic, TB Doctors, and Village Practice Partners (collectively “the Moving Party Envision Defendants”) move for summary disposition under MCR 2.116(C)(8).⁵ In a separate motion, Defendants VillageMD, VMD Primary Providers, and Village Management (collectively “the Moving Party Village MD Defendants”) also move for summary disposition under MCR 2.116(C)(8).

The Moving Party Envision Defendants argue that summary disposition should be granted in favor of Envision Diagnostic, TB Doctors, and Village Practice Partners because the Complaint fails to make specific allegations as to each alleged subsidiary and therefore, fails to inform the Envision Subsidiaries of the nature of the claims against which they must defend. The Envision Subsidiaries argue that they are separate corporate entities from the parent Envision and from EMG and therefore, have nothing to do with the claims in this case.

The Moving Party Village MD Defendants argue that summary disposition should be granted because the Complaint fails to make specific allegations against the individual Village MD Parties and have not alleged that any Village MD Party is actually using the trade secrets identified in the Second Amended Complaint.

⁵ Envision Diagnostic and TB Doctors are subsidiaries of Envision. It is alleged in the Complaint that Village Practice Partners is an affiliate/subsidiary of Village Practice Management and Village Practice Partners is included in the terms “VMD Subs” and/or “VillageMD Defendants.” However, in the Envision Motion Village Practice Partners is referred to as an “Envision Subsidiary.” There is a discrepancy between the way the term “Envision Defendants” is used by Plaintiff and by Defendants. Plaintiff, in the Second Amended Complaint, includes only Envision Diagnostic and TB Doctors as subsidiaries of Envision and refers to Defendants EMG Partners (“EMG”), Envision, Envision Diagnostic, and TB Doctors as the “Envision Defendants.” In the current motion, Defendants use of the term “Envision Defendants” include Village Practice Partners but, in the Complaint, Village Practice Partners is included in the term “VMD SUB.” As different counts of the Complaint relate to different groups of Defendants, this Opinion will endeavor to be mindful of the discrepancy.

The Counts of the Complaint apparently related to the Envision Subsidiaries are Count I (Breach of Management Services Agreement (“MSA”) and Operating Agreement) and Count II (Misappropriation of Trade Secrets). The Counts of the Complaint related to the VillageMD Defendants are Count II (Misappropriation of Trade Secrets) and Count III (Breach of Non-Disclosure Agreement).

A.

Envision Defendants’ Motion

Count I- Breach of Management Services Agreement and Operating Agreement

The Operating Agreement referred to in this Count is the January 2017 “Operating Agreement for Vascular Management Services of Novi, LLC” between Plaintiff VCOA Management, LLC (“VCOA”) and Defendant EMG.⁶ The Management Services Agreement (the “MSA”) is the January 2017 “Management Services Agreement” between Plaintiff Vascular Management Services of Novi (“Vascular Novi”) and Defendant Envision.⁷

In Count I it is alleged that “Envision and its subsidiaries, [EMG], [Envision Diagnostic], and [TB Doctors] (collectively “the Envision Defendants”) were parties to the MSA and/or otherwise subject to its terms.”⁸ It is also alleged that:

70. The Envision Defendants breached the MSA at Section 4.1, 4.2,4.4,4.8,4.11,6.1,6.2,8.1, 8.2, 8.3, 8.6, 8.9, 9.4,10.1, 10.2.3,10.3,11.3,12.3 through the following acts and omissions: (a) failing to operate the vascular practice (§§ 4.1,4.2,4.8 and 4.11); (b) failing to honor payment obligations (§§ 4.4,4.6,6.1-6.3); (c) failing to disclose the pertinent information relative to the practice impacting its ability to perform under the MSA (§§ 4.10,10.1 and 12.7); (d) unilaterally terminating performance and abandoning the terms of the Agreement (§§ 4.11, 8.2, 8.3, 8.6, 8.9, 9.1, 9.4, 12.3 and 12.7); (e) undermining obligations

⁶ Complaint, ¶14; Exh A, Operating Agreement.

⁷ Complaint, ¶ 29; Exh C, MSA.

⁸ Complaint, ¶ 69.

relating to the handling of Plaintiff's proprietary, confidential and trade secret information. (§§ 8.1,9.2,9.4,10.2.3, 10.3 and 11.3).⁹

With regard to the Operating Agreement, it is alleged:

78. In addition, Defendants Envision, [Envision Diagnostic] and [TB Doctors] were bound by the terms of the Operating Agreement, including Sections 4.6,5.1.2,7.1 and 11.7 thereof, set forth above.

79.EMG breached the Operating Agreement through the acts and omissions described herein.

80. As a direct and proximate result of EMG's breach of the Operating Agreement, Plaintiffs have suffered damages.

82. Envisions[sic] and EMG's breaches of the MSA and Operating Agreement with Plaintiffs has caused irreparable harm to Plaintiffs' businesses and damaged the reputation and ability of the Plaintiffs to compete in the marketplace.

83. The breaches perpetrated by Envision and EMG have also threatened the overall financial viability of the Plaintiffs [sic] business operations. For instance, Plaintiffs are subject to various leasehold arrangements and obligations to their employees that cannot be met as a result of the Envision Defendants' breaches of the agreements.¹⁰

First, the Court finds that Plaintiffs have failed to state a claim for breach of the MSA or breach of the Operating Agreement against Defendant Village Practice Partners. The above-quoted allegations of breach of contract refer only to the "Envision Defendants" a defined in the Complaint which does not include Village Practice Partners.¹¹ Accordingly, Village Practice Partners' motion is granted pursuant to MCR 2.116(C)(8) as to Count I.

⁹ Complaint, ¶ 70.

¹⁰ Complaint, ¶¶ 78-80, 82-83

¹¹ Second Amended Complaint ¶ 7.

Defendants Envision Diagnostic and TB Doctors argue that they are separate entities from EMG and Envision and therefore have nothing to do with the claims in this case. The agreements at issue were between Plaintiffs and Defendant EMG (Operating Agreement) and Plaintiffs and Defendant Envision (MSA).¹² It is alleged that the subsidiaries were “subject” to the terms of the MSA and “bound” by the terms of the Operating Agreement.

It is true that the subsidiaries are not bound under the agreements merely because of a parent/subsidiary relationship with Envision. Michigan law “presumes that, absent some abuse of corporate form, parent and subsidiary corporations are separate and distinct entities.”¹³ *Seasword v Hilti, Inc*, 449 Mich 542, 547-548; 537 NW2d 221 (1995).

Here, the Complaint alleges that “Envision and its subsidiaries EMG, [Envision Diagnostic] and [TB Doctors] (collectively ‘the Envision Defendants’) were parties to the MSA and/or otherwise subject to its terms.”¹⁴ In their answer to this allegation, the Envision Defendants state “[a]dmit that prior to the Asset Purchase Agreement, the Envision Defendants were parties to the MSA.”¹⁵ Thus, the allegations in the Complaint regarding the breach of the MSA do not appear to be limited to the relationship between the parent company (Envision) and the Plaintiffs.

On the other hand, it is alleged that “Defendants Envision, [Envision Diagnostics] and [TB Doctors] were bound by the terms of the Operating Agreement”¹⁶ But, in answer to the allegation the Envision Defendants state “[t]he referenced document speaks for itself. Defendants

¹² Complaint, ¶14; Exh A, Operating Agreement; Complaint, ¶ 29; Exh C, MSA.

¹³ This argument was made by the Envision Defendants in their motion but was not addressed in Plaintiffs’ response.

¹⁴ Second Amended Complaint, ¶ 69.

¹⁵ Answer to Second Amended Complaint, ¶ 69.

¹⁶ Second Amended Complaint, ¶ 78.

expressly deny all characterizations inconsistent with the document.”¹⁷ As was stated previously, the Operating Agreement is “Operating Agreement for Vascular Management Services of Novi, LLC” between Plaintiff VCOA and Defendant EMG. Thus, the allegations in the Complaint regarding the breach of the Operating Agreement appear to relate to EMG only.

Based upon the foregoing, summary disposition under MCR 2.116(C)(8) is granted on Count I as to Defendant Village Practice Partners. It is denied as to Envision Diagnostics and TB Doctors as to any claim for breach of the MSA but granted as to any claim for breach of the Operating Agreement.¹⁸

Count II-Misappropriation of a Trade Secret

Again, the Envision Defendants argue that the Complaint alleges actions performed by EMG and Envision only and fails to refer to any actions of the subsidiaries. However, as Plaintiffs point out, Envision Diagnostic and TB Doctors are specifically alleged to “have misused and/or are misusing the protected confidential information and trade secrets of the Plaintiffs in order to unfairly compete with Plaintiffs, obtain Plaintiff’s business relationships and otherwise emulate Plaintiffs’ unique business model.”¹⁹ These allegations are sufficient “reasonably to inform the defendant[s] of the nature of the claim against which [they] must defend.” *Veritas Auto Machine*, 335 Mich App at 615. Envision Diagnostic and TB Doctors’ motion for summary disposition under

¹⁷ Answer to Second Amended Complaint, ¶ 78.

¹⁸ “When a trial court grants summary disposition pursuant to MCR 2.116(C)(8), or (C)(10), the opportunity for the nonprevailing party to amend its pleading pursuant to MCR 2.118 should be freely granted, unless the amendment would not be justified.” *Ormsby v Capital Welding, Inc*, 471 Mich 45, 52-53; 684 NW2d 320 (2004) citing MCR 2.116(I)(5). An amendment would not be justified if it would be futile. *Id.* Here it is not evident that amendment to cure the above-noted deficiencies would be futile. Accordingly, Plaintiffs will be permitted the opportunity to amend the Complaint.

¹⁹ Second Amended Complaint, ¶ 111.

MCR 2.116(C)(8) is denied as to Count II. The motion is also denied as to Village Practice Partners which is identified in the Complaint as a VillageMD subsidiary.²⁰

B.

Village MD Defendants' Motion

Count II-Misappropriation of Trade Secrets

The VillageMD Defendants argue that the Complaint does not sufficiently plead specific facts as to the individual Defendants. This Court disagrees and concludes that the allegations are sufficient “reasonably to inform the defendant[s] of the nature of the claim against which [they] must defend.”²¹ *Veritas Auto Machine*, 335 Mich App at 615.

The VillageMD Defendants also argue that Plaintiffs have not and cannot plead that any Village MD Defendant is actually using the alleged trade secrets. The VillageMD parties argue that Plaintiffs have not allege specific facts supporting an inference that the VillageMD parties are engaged in providing vascular services. First, as this Court stated in its previous opinion and order, it is not readily apparent that any failure to allege the practice of vascular services is fatal to the misappropriation of trade secrets claim. Not all of the trade secrets alleged by Plaintiffs relate

²⁰ Second Amended Complaint, ¶¶ 111-112.

²¹ See e.g. Complaint at ¶¶ 111-114; ¶ 130. The federal district court cases relied on by the Village MD Defendants are not binding on this Court. *Home-Owners Ins Co v Perkins*, 328 Mich App 570, 584 n 6; 939 NW2d 705 (2019) citing *Abela v Gen Motors Corp*, 469 Mich 603, 607; 677 NW2d 325 (2004) and in any event, the Court agrees with Plaintiffs that the cases are factually distinguishable from this case. See *Michigan Division-Monument Bldrs of North America v Michigan Cemetery Ass'n*, 458 F Supp 2d 474, 453 (ED Mich, 2006) (“failure to plead sufficient facts in the complaint to establish a conspiracy”); *Burns & Wilcox Ltd v CRC Ins Serv, Inc*, No. 19-CV-13167 (ED Mich, May 20, 2020).

solely to vascular services.²² Additionally, the Court finds that the Complaint sufficiently alleges use/misuse by the VillageMD Defendants.²³

Based upon the foregoing, the VillageMD Defendants' Motion for Summary Disposition under MCR 2.116(C)(8) is denied as to Count II.

Count III-Breach of Non-Disclosure Agreement (VMD Parent and VMD Subs)

The Non-Disclosure Agreement at issue in Count III is the Non-Disclosure Agreement between Plaintiff Vascular Services of Novi and "Village Practice Management Company, LLC and *its affiliates*" dated November 30, 2021.²⁴

The Court concludes that the Complaint adequately states a claim for breach of the NDA. The allegations in the Complaint regarding the alleged breach(es) are sufficient "reasonably to inform the defendant[s] of the nature of the claim against which [they] must defend."²⁵ *Veritas Auto Machine*, 335 Mich App at 615.

Additionally, the Court disagrees with the assertion that summary disposition under MCR 2.116(C)(8) must be granted because the alleged damages are only conclusory or speculative. The VillageMD Defendants argue that Plaintiffs have only alleged that breaches of the NDA "have proximately caused substantial financial damage to the Plaintiffs and irreparable harm to Plaintiffs

²² See e.g. Second Amended Complaint, ¶¶ 85-93.

²³ See e.g. Second Amended Complaint, ¶¶ 111-112. The VillageMD Defendants argue that this Court previously allege misappropriation by VillageMD and this Court should reach the same conclusion as to the Second Amended Complaint. See Opinion and Order dated August 16, 2023, p 17. However, the basis for this Court's previous ruling that the Complaint did not sufficiently allege misappropriation by VillageMD was the lack of *any* allegation of acquisition or use by VillageMD. See *Id.* As was noted above, the Second Amended Complaint does contain allegations of misappropriation by the VillageMD Defendants.

²⁴ Complaint, Exhibit G, 2021 NDA (emphasis added). The VillageMD Subsidiaries do not argue that they are not bound by the terms of the NDA.

²⁵ See e.g. Complaint at ¶¶ 123-124; ¶¶ 129-134.

goodwill and ability to compete.” While as was stated above, it is Plaintiff’s burden to prove damages with reasonable certainty and prove damages that are not conjectural or speculative, this case is at the pleading stage. The Court is satisfied that the allegations regarding damages are sufficient to inform Defendants of the nature of the damages sought by Plaintiffs. Moreover, under Michigan law at least nominal damages are inferred from a breach of contract and are sufficient to sustain a cause of action. *Kolton v Nassar*, 358 Mich 154, 158; 99 NW2d 362 (1959); *4041-49 W Maple Condo Ass’n v Countrywide Home Loans, Inc*, 282 Mich App 452, 460; 768 NW2d 88 (2009). Thus, the element of damages has been adequately pled.

Based upon the foregoing, the VillageMD Defendant’s motion for summary disposition under MCR 2.116(C)(8) is denied as to Count III.

ORDER

Based upon the foregoing Opinion **IT IS HEREBY ORDERED** that:

Count I (Breach of Management Services Agreement and Operating Agreement): Summary disposition under MCR 2.116(C)(8) is **GRANTED** as to Defendant Village Practice Partners and Count I is dismissed as to that Defendant. Summary Disposition under MCR 2.116(C)(8) is **DENIED** as Defendants Envision Diagnostic, TB Doctors with regard to breach of the MSA. Summary Disposition under MCR 2.116(C)(8) is **GRANTED** as to Defendants Envision Diagnostic and TB Doctors with regard to any claim regarding breach of the Operating Agreement and claims of breach of the Operating Agreement are dismissed as to those Defendants;

Count II (Misappropriation of Trade Secrets): Summary disposition under MCR 2.116(C)(8) is **DENIED** as to Defendants Envision Diagnostic, TB Doctors and Village Practice Partners. Summary Disposition under MCR 2.116(C)(8) is also **DENIED** as to the VillageMD Defendants;

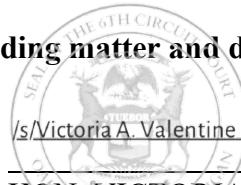
Count III (Breach of Non-Disclosure Agreement): Summary Disposition under MCR 2.116(C)(8) is **DENIED** as to the VillageMD Defendants.

IT IS FURTHER ORDERED that any amendment to cure the defects regarding Breach of Operating Agreement (Count I) claims dismissed under MCR 2.116(C)(8) must be filed no later than 45 Days after the entry of this Order OR BE DEEMED ABANDONED;

IT IS FURTHER ORDERED that no further motions for summary disposition will be considered by this Court until discovery is complete.

IT IS SO ORDERED.

This Order does NOT resolve the last pending matter and does NOT close the case.



/s/Victoria A. Valentine

HON. VICTORIA A. VALENTINE
CIRCUIT COURT JUDGE

Dated: 02/27/2024