

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SYMPHONY HEALTH SOLUTIONS CORPORATION, ET AL.	:	
	:	CIVIL ACTION
Plaintiffs,	:	
	:	No. 13-4290
v.	:	
	:	
IMS HEALTH INCORPORATED	:	
Defendant.	:	

MEMORANDUM AND ORDER

McHugh, J.

October 6, 2014

In an Order entered August 15, 2014, I dismissed certain of IMS' Counterclaims, including Count VIII for tortious interference with IMS' contract with a de-identification vendor, MSA. Because there are allegations involving MSA elsewhere in the various Counterclaims, Plaintiff Symphony now purportedly asks for "clarification" of my Order, and specifically whether I also intended to dismiss IMS' counterclaims I, II, and IX "to the extent those claims are based on" plaintiffs' relationship with a particular vendor. The answer, in a word, is: "No."

Counterclaim VIII was dismissed because IMS failed to plead, in a plausible way, an essential element of its claim — actual harm from contractual interference — alleging instead only the "inevitably" of future harm. Dismissal of the claim on that basis hardly renders other dealings between Symphony and MSA factually irrelevant. Counterclaims I, II, and IX allege that plaintiffs engaged in a pattern of wrongful conduct to appropriate defendants' trade secrets and proprietary information, and includes among the facts pled specific allegations concerning MSA. To the extent that such facts are proven and demonstrate unlawful conduct, they are fairly part of the case. Stated differently, IMS' failure to sustain one particular claim regarding

Symphony's dealings with MSA is not dispositive of other claims sufficiently pled, even if those claims arise out of the same or similar factual allegations.

Based on the above exposition of the Court's analysis, Symphony's Motion for Clarification is **DENIED** as **MOOT**.

/s/ Gerald Austin McHugh
United States District Court Judge