MEMORANDUM DECISION

IN THE

Court of Appeals of Indiana

Radiology Imaging Consultants, SC,
Appellant-Defendant

v.

Ruby Brown, as Independent Administrator of the Estate of Anthony Harvell, Deceased,
Appellee-Plaintiff

March 8, 2024

Court of Appeals Case No.
23A-CT-1804

Appeal from the Lake Superior Court

The Honorable John M. Sedia, Judge

Trial Court Cause No.
45D01-1812-CT-885

Memorandum Decision by Judge Brown
Judges Vaidik and Bradford concur.

Brown, Judge.

[1] Radiology Imaging Consultants, SC, ("RIC") appeals the denial of its motion to strike and motion for summary judgment as well as the grant of summary judgment in favor of Ruby Brown, as the administrator of the estate of Anthony Harvell ("the Estate"). We affirm in part and reverse in part the denial of the motion to strike, affirm the denial of RIC's motion for summary judgment, reverse the grant of the Estate's motion for partial summary judgment, and remand.

Facts and Procedural History

[2] On December 19, 2016, Anthony Harvell was taken to the emergency room of Anonymous Hospital, where he underwent imaging of his chest, and Dr. M. interpreted the results. On that date, Dr. M. found no evidence of a pulmonary embolism but found evidence "suggestive of a bilateral atypical pneumonia." Appellant's Appendix Volume III at 103. A colleague notified him that he had missed an aortic dissection, and Dr. M. revisited the imaging and noted an aortic dissection in an addendum on December 22, 2016.

[3] Harvell died on December 23, 2016, due to an aortic dissection. On December 17, 2018, the Estate filed a complaint against Dr. M., an anonymous physician group, and Anonymous Hospital, citing a failure to provide proper care and

treatment to Harvell that resulted in his death.[1] On April 13, 2020, the court granted a voluntary dismissal of Dr. M. and Anonymous Hospital and granted leave to file an amended complaint identifying the anonymous physician group as RIC.[2]

[4] On April 14, 2023, RIC moved for summary judgment, asserting that it was not vicariously liable for Dr. M. because he was the employee of Indiana Radiology Imaging Consultants, LLC, and not RIC, and he was not the apparent agent of RIC. The designated evidence included depositions by doctors. During Dr. M.'s deposition in July 2021, he stated that his employer had been "Radiology Partners" since 2014. Appellant's Appendix Volume III at 14. He stated that RIC "became a part of Radiology Partners" around the time he began interviewing for his employment. *Id.* at 17. About Indiana Radiology Imaging Consultants, LLC, he stated that "I believe that is the group that I'm with," he considered "Indiana Radiology Imaging Consultants[, LLC] to be a part of Radiology Partners," he "believe[d] Radiology Partners to be [his] ultimate employer," his pay stubs from 2016 and 2017 were "paid to [him] by Radiology Partners, Incorporated," and he did not know the current "paying company on [his] paychecks today." *Id.* at 17-18, 23. Dr. M. indicated that he reviewed the

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[1] The Indiana Medical Malpractice Act prohibits litigants from disclosing any information that would allow a third party to identify the defendant healthcare provider until a decision is rendered by a medical review panel. Ind. Code § 34-18-8-7.

[2] According to the Estate's notice of voluntary dismissal and motion for leave to file amended complaint identifying RIC, "[t]he Department of Insurance subsequently confirmed Anonymous Physician and Anonymous Hospital are Qualified Healthcare Providers," but that "Anonymous Physician Group is not a Qualified Healthcare Provider." Appellant's Appendix Volume II at 56 (capitalization omitted).

imaging of Harvell's aortic dissection at his home. He stated that "some of the radiologists that [he] practiced with in [his] group at that period of time" and "considered to be in [his] group" included doctors listed as currently working for RIC. *Id.* at 162. When asked: "[RIC's] response was that it did not have an employment contract or independent contractor agreement with you. Do you -- are you disputing that," he responded: "I would not dispute that." *Id.* at 181. When asked if he had any relationship with RIC, he stated that "our head radiologist, back in 2014, was from RIC, but then he came over to our practice and headed up our practice" and "that there were people who were part of RIC before RIC became part of Radiology Partners, so I'm not sure who continued to have an affiliation with RIC and who became part of Radiology Partners in -- in the more national sense," and Dr. M. agreed that it was "[f]air to say that since 2014, [his] employment relationships have been with Radiology Partners, Inc., and/or Indiana Radiology Imaging Consultants, LLC, and/or Imaging Associates of Indiana, PC." *Id.* at 184-185.

[5] In the deposition of a doctor from Dr. M.'s group, he stated that "RIC was the original company and [he] believe[d] RIC took over [Imaging Associates of Indiana, PC] in addition and then they were bought by Radiology Partners. So Radiology Partners would be the employer," "RIC is a regional . . . affiliate of Radiology Partners," and "as far as [he] was aware, [Imaging Associates of Indiana, PC] was just simply RIC." Appellant's Appendix Volume IV at 168.

[6] The designated evidence also included an employment agreement dated May 2014, signed by Dr. M. and "made and entered into on the date set forth on the

signature page hereof by and between Indiana Radiology Imaging Consultants, LLC., a wholly-owned subsidiary of [RIC] ('Company'), and the undersigned physician," and the agreement stated that the "Company will provide professional radiology services to patients of Hospitals and Facilities through employment of physicians who specialize in radiology," "the Company shall promptly pay directly or reimburse the Physician for the cost of a [sic] full time claims made professional [sic] liability malpractice insurance policy insuring Physician for acts and omissions in connection with the performance of Services . . . ." *Id.* at 43, 45. The agreement defined as affiliates: "Radiology Imaging Consultants S.C. and each of its Subsidiaries, each of Radiology Partners Holdings, LLC, Radiology Partners, Inc., and Radiology Partners Management, LLC . . . and collectively with Radiology Partners Holdings, LLC and Radiology Partners, Inc., the 'RP Entities' . . . and their respective Affiliates," as well as "any Person who has entered into a long-term management services agreement with an Affiliate pursuant to which such Person is receiving a substantially similar scope of services as is provided in the management services agreement between RPM LLC and the Company . . . ." *Id.* at 54.

[7] On May 15, 2023, the Estate filed a motion in opposition to RIC's motion for summary judgment and a cross-motion for partial summary judgment "as to RIC's vicarious liability for the negligence of [Imaging Associates of Indiana, PC] and Dr. M.," and alleging that Dr. M. was an actual or apparent agent of

RIC, the corporate veil should be pierced, and RIC should be vicariously liable for its wholly-owned subsidiary. *Id.* at 5.

[8] On June 9, 2023, RIC filed a response in opposition and motion to strike. The motion to strike sought to have the court strike the Estate's "footnotes 1, 2, 5, and 7" from its brief in opposition to RIC's motion for summary judgment and in support of its cross-motion for summary judgment because the website pages of "Radiology Partners" and Imaging Associates of Indiana, PC were "unsworn and unauthenticated" and did not appear in the designation of evidence. Appellant's Appendix Volume V at 5. RIC also sought to strike from the designated evidence Exhibits R and S for being unverified and unauthenticated, Exhibits H and T due to their being unsworn and unauthenticated, and Exhibit Q for being unsworn, unverified, and for containing inadmissible hearsay.

[9] On July 12, 2023, the court held a hearing on the motions for summary judgment, and on July 13, 2023, it issued an order granting the Estate's motion for partial summary judgment and denying RIC's motion for summary judgment and motion to strike. In its order, the court determined that RIC was vicariously liable for Dr. M. under the doctrine of apparent agency and found that "none of the Designated Materials revealed that RIC notified Harvell that Dr. M was an independent contractor and not a RIC employee," and "[t]he conduct of RIC and Dr. M[.] in the context of the business structure, the manifestations to the public, and the Agreement executed by Dr. M[.], would lead a reasonable person, including Ha[r]vell, to conclude that Dr. M[.] was an

employee or agent of RIC." Appellant's Appendix Volume II at 21. The court found that "[t]here being not just reason for delay, a final and appealable order [was] entered in favor of" the Estate. *Id.* at 22.

Discussion

[10] RIC argues that the trial court abused its discretion when it denied its motion to strike the Estate's "inadmissible evidentiary designation, which included website printouts from Anonymous Hospital's website, [an] unsworn insurance declaration, unsworn and unverified portions of Harvell's autopsy report, and uncertified medical records." Appellant's Brief at 21. RIC refers specifically to "Exhibits H, Q, R, S, [and] T" as listed in the Estate's designation of evidence. *Id.* at 21 n.4; *see also* Appellant's Reply Brief at 19. It claims that these designations are "inadmissible because the materials are all unverified, unsworn, and amount to inadmissible hearsay." Appellant's Brief at 22.

[11] RIC also argues that the entry of partial summary judgment in favor of the Estate should be reversed, "[t]he evidence is undisputed that Dr. M. and RIC did not have a contractual relationship, including for either direct employment or as independent contractor," RIC is not liable based on apparent agency, and "the trial court should have entered summary judgment for RIC." *Id.* at 14, 24 (emphasis omitted). It claims that, "[w]ithout the webpage [from Anonymous Hospital], Administrator has no admissible evidence to contradict RIC's undisputed designation of evidence that it did not employ Dr. M. or manifest an apparent agency relationship." Appellant's Reply Brief at 18.

[12] The Estate argues that "RIC and [Imaging Associates of Indiana, PC] should be treated as one corporate entity for the purpose of allocating vicarious liability for Dr. M.'s negligent conduct," and "this Court should pierce the corporate veil . . . ." Appellee's Brief at 36, 39. RIC claims that the Estate has "offered no evidence supporting that Imaging Associates of Indiana, PC was formed as a sham company intended to shield RIC from liability or that the entities co-mingled in an attempt to defraud Harvell." Appellant's Reply Brief at 11.

[13] We review an order for summary judgment *de novo*, applying the same standard as the trial court. *Hughley v. State*, 15 N.E.3d 1000, 1003 (Ind. 2014). The moving party bears the initial burden of making a *prima facie* showing that there are no genuine issues of material fact and that it is entitled to judgment as a matter of law. *Manley v. Sherer*, 992 N.E.2d 670, 673 (Ind. 2013). Summary judgment is improper if the moving party fails to carry its burden, but if it succeeds, then the nonmoving party must come forward with evidence establishing the existence of a genuine issue of material fact. *Id.* We construe all factual inferences in favor of the nonmoving party and resolve all doubts as to the existence of a material issue against the moving party. *Id.* Our review of a summary judgment motion is limited to those materials designated to the trial court. *Mangold ex rel. Mangold v. Ind. Dep't of Nat. Res.*, 756 N.E.2d 970, 973 (Ind. 2001). "Parties filing cross-motions for summary judgment neither alters this standard nor changes our analysis—we consider each motion separately to determine whether the moving party is entitled to judgment as a matter of

law." *Erie Indem. Co. for Subscribers at Erie Ins. Exch. v. Est. of Harris by Harris*, 99 N.E.3d 625, 629 (Ind. 2018), *reh'g denied*.

[14] With respect to RIC's argument regarding the motion to strike, we note that we review a trial court's decision to admit or exclude evidence for an abuse of discretion. *Lanni v. Nat'l Collegiate Athletic Ass'n*, 989 N.E.2d 791, 797-798 (Ind. Ct. App. 2013). We reverse a trial court's decision to admit or exclude evidence only if that decision is clearly against the logic and effect of the facts and circumstances before the court, or the reasonable, probable, and actual deductions to be drawn therefrom. *Lanni*, 989 N.E.2d at 798. Further, the trial court's decision will not be reversed unless prejudicial error is shown. *Id.*

[15] Ind. Trial Rule 56(E) provides:

> Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies not previously self-authenticated of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or further affidavits. When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him. Denial of summary judgment may be challenged by

> a motion to correct error[] after a final judgment or order is entered.

[16] In ruling on a motion for summary judgment, the trial court will consider only properly designated evidence. *Ford v. Jawaid*, 52 N.E.3d 874, 877 (Ind. Ct. App. 2016). For purposes of designating evidence in support or in opposition to summary judgment, "'[u]nsworn statements and unverified exhibits do not qualify as proper Rule 56 evidence.'" *Stafford v. Szymanowski*, 31 N.E.3d 959, 964 (Ind. 2015) (quoting *Ind. Univ. Med. Ctr. v. Logan*, 728 N.E.2d 855, 858 (Ind. 2000), which held that copies of internet articles, uncertified records, and unsworn witness statements attached to an affidavit were inadmissible for purposes of a summary judgment motion)).[3]

[17] The designated evidence reveals that Exhibit H is unsworn and unverified, and although the Estate states that it "was produced by RIC as an exhibit to a sworn interrogatory process," Appellee's Brief at 21-22, it cites RIC's "Answers to Plaintiff's Interrogatorires [sic]," which state that "the declarations page is

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[3] To the extent the Estate cites *Reeder v. Harper*, 788 N.E.2d 1236 (Ind. 2003) for the proposition that "evidence that would be inadmissible at trial may be considered at the summary judgment stage of the proceedings if the substance of the [evidence] would be admissible in another form at trial," Appellee's Brief at 22 (citing *Reeder*, 788 N.E.2d at 1241-1242), we note that *Ford v. Jawaid* provides:

> In support of his argument, Ford relies on *Reeder v. Harper*, 788 N.E.2d 1236 (Ind. 2003). In *Reeder*, our supreme court held "an affidavit that would be inadmissible at trial may be considered at the summary judgment stage of the proceedings if the substance of the affidavit would be admissible in another form at trial." *Reeder*, 788 N.E.2d at 1241-1242. We do not find *Reeder* applicable because the documents at issue here were entirely unsworn and unverified, not part of an affidavit.

52 N.E.3d 874, 877 n.1 (Ind. Ct. App. 2016). To the extent the Estate references "[w]ebpage [p]rintouts" that are not attached to an affidavit, we do not find *Reeder* applicable insofar as the webpages are unsworn and unverified. Appellee's Brief at 22.

attached as Exhibit A," and does not include any attached exhibits. Appellant's Appendix Volume IV at 157 (emphasis omitted). Exhibit Q is the medical record from Anonymous Hospital, which is unsworn and unverified. Exhibit R is a screenshot of a website and is also unsworn and unverified. The Estate stated that it had no objection to striking Exhibit T, the purported autopsy report, and it appears to be unsworn and unverified. The above exhibits were not included with an affidavit of a person qualified to authenticate the exhibits, the documents were not self-authenticating, and the exhibits other than Exhibit S were not proper Rule 56 evidence. Exhibit S is a response to a request for admission from Anonymous Hospital, in which it admitted on February 2, 2022 that a "publicly-available website" with the Anonymous Hospital logo "displays the following information" shown in an attached screenshot, and unlike the other exhibits, Exhibit S was attested to by the attorney for Anonymous Hospital. *Id.* at 203. The trial court erred in denying the motion to strike as to Exhibits R, H, Q, and T.[4] *See Auto-Owners Ins. Co. v. Bill Gaddis Chrysler Dodge, Inc.*, 973 N.E.2d 1179, 1182-1183 (Ind. Ct. App. 2012) (noting uncertified and unauthenticated exhibits, including copies of pages printed from the Bureau of Motor Vehicles website, were not proper Rule 56 evidence), *trans.*

[4] To the extent the Estate mentions Exhibits A-1 through A-6 and states about "pdfs . . . gathered from Archive.org's 'Wayback Machine,'" Appellee's Brief at 16, and about websites purportedly maintained by RIC, that "[c]ourts across the country have taken judicial notice of the contents of web pages available through the Wayback Machine as facts that can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned," Appellee's Brief at 16 (citation omitted), we note that it does not appear the trial court took judicial notice of the websites, but regardless, RIC did not include Exhibits A-1 through A-6 in its argument on appeal that the trial court erred in denying its motion to strike.

denied; *see also 487 Broadway Company, LLC v. Robinson*, 147 N.E.3d 347, 353 (Ind. Ct. App. 2020) (designated evidence was not admissible or self-authenticating, and the Township did not include any affidavit by a person qualified to authenticate the exhibits).

[18] To the extent RIC argues that the trial court erred in granting partial summary judgment in favor of the Estate on the grounds that Dr. M. was an actual or apparent agent of RIC, we note that vicarious liability "is a legal fiction by which a court can hold a party legally responsible for the negligence of another, not because the party did anything wrong but rather because of the party's relationship with the wrongdoer." *Arrendale v. American Imaging & MRI, LLC*, 183 N.E.3d 1064, 1068 (Ind. 2022) (citing *Sword v. NKC Hosps., Inc.*, 714 N.E.2d 142, 147 (Ind. 1999)). Respondeat superior is the doctrine most often associated with vicarious liability in the tort context. *Id.* It relies on an employer-employee or principal-agent relationship and generally does not apply to independent contractors. *Id.* However, even absent an actual agency relationship, a principal may sometimes be vicariously liable for the tortious conduct of another under the doctrine of apparent agency. *Id.* Apparent agency may be established when a third party reasonably believes there is a principal-agent relationship based on the principal's manifestations to the third party. *Id.* "Apparent agency . . . concerns whether a principal's manifestations induce a third party to reasonably believe there is a principal-agent relationship." *Id.* (citing *Pepkowski v. Life of Ind. Ins. Co.*, 535 N.E.2d 1164, 1166-1167 (Ind. 1989) ("It is essential that there be some form of communication,

direct or indirect, by the principal, which instills a reasonable belief in the mind of the third party . . . sufficient to create an apparent agency relationship.")). In certain circumstances, apparent agency can establish vicarious liability by examining the ability of an agent with "apparent authority" to bind the principal to a contract with a third party. *Id.* at 1068-1069.

[19] The Restatement (Second) of Torts provides:

> One who employs an independent contractor to perform services for another which are accepted in the reasonable belief that the services are being rendered by the employer or by his servants, is subject to liability for physical harm caused by the negligence of the contractor in supplying such services, to the same extent as though the employer were supplying them himself or by his servants.

Restatement (Second) of Torts § 429 (1965).

[20] The Indiana Supreme Court expressly adopted the Restatement (Second) of Torts § 429 (1965), holding that a hospital may be found vicariously liable for the negligence of an independent contractor physician under the doctrine of apparent agency. *Arrendale*, 183 N.E.3d at 1069. "Under *Sword*'s Section 429 apparent agency analysis, courts look at two main factors: (1) the principal's manifestations that an agency relationship exists and (2) the patient's resulting reliance." *Id.* (citing *Sword*, 714 N.E.2d at 151). "For the manifestations prong, courts see whether the hospital 'acted in a manner which would lead a reasonable person to conclude that the individual who was alleged to be negligent was an employee or agent of the hospital.'" *Id.* (quoting *Sword*, 714

N.E.2d at 151 (citing *Kashishian v. Port*, 167 Wis.2d 24, 481 N.W.2d 277, 284-285 (1992))). For the reliance prong, courts see whether the plaintiff acted in reliance upon the conduct of the hospital or its agent, consistent with ordinary care and prudence. *Id.* (citation omitted). Crucial to each prong is whether the hospital notified the patient that the treating physician was an independent contractor and not a hospital employee. *Id.*

[21] *Sword* explained:

> [A] hospital will be deemed to have held itself out as the provider of care unless it gives notice to the patient that it is not the provider of care and that the care is provided by a physician who is an independent contractor and not subject to the control and supervision of the hospital. A hospital generally will be able to avoid liability by providing meaningful written notice to the patient, acknowledged at the time of admission.

Id. (citing *Sword*, 714 N.E.2d at 152). The Indiana Supreme Court held "that *Sword* and Section 429's apparent agency principles apply to non-hospital medical entities that provide patients with health care." *Id.* at 1066.

[22] With respect to whether Dr. M. was an actual agent of RIC, the designated evidence reveals that Dr. M.'s employment agreement indicates that the contract "is made and entered into . . . between Indiana Radiology Imaging Consultants, LLC., a wholly owned subsidiary of [RIC] ('Company'), and the undersigned physician ('Physician')," but it also indicates that "Physician desires to be employed by Company, and the Company desires to employ Physician, to provide professional radiology services in accordance with the

terms and conditions set forth in this Agreement." Appellant's Appendix Volume IV at 43. Dr. M. testified that he was employed by "Radiology Partners," his pay stubs from 2016 and 2017 were paid to him by "Radiology Partners, Incorporated," and he was not an employee or independent contractor for RIC. Appellant's Appendix Volume III at 16. The screenshots of websites purportedly maintained by RIC do not mention Dr. M. as one of its doctors but indicate that its physicians include some of the doctors that Dr. M. "considered to be in [his] group." *Id.* at 176. We cannot say there is no genuine issue of material fact as to whether Dr. M. is an actual agent of RIC.

[23] With respect as to whether Dr. M. was an apparent agent of RIC, the designated evidence reveals that RIC is the parent company of Indiana Radiology Imaging Consultants, LLC. The designated evidence includes RIC's Responses to Plaintiff's First Set of Requests to Produce, which stated that "RIC did not have an employment contract or independent contractor agreement with Dr. M." Appellant's Appendix Volume II at 96. The designated evidence reveals that Dr. M. signed an employment agreement with the subsidiary of RIC, Indiana Radiology Imaging Consultants, LLC, which later merged with and became Imaging Associates of Indiana, PC. In Plaintiff's Responses to Defendant's Discovery Requests, the Estate stated that "Anthony Harvell was not privy to Defendant's complex corporate arrangement of interrelated companies and had no way to know RIC did not employ Dr. [M.]" *Id.* at 201. The billing records of Imaging Associates of Indiana, PC showed that it billed Harvell for services provided by Dr. M. and doctors he considered

to be in his group. Harvell underwent the imaging procedure at Anonymous Hospital, and the designated evidence does not demonstrate RIC's manifestation to him about its relationship with Dr. M. The designated evidence does not demonstrate that there is no genuine issue of material fact as to whether Dr. M. was the apparent agent of RIC.

[24] As for the Estate's argument that RIC and Imaging Associates of Indiana, PC, should be treated as one corporate entity, generally, a shareholder is not personally liable for the acts of the corporation. *Aronson v. Price*, 644 N.E.2d 864, 867 (Ind. 1994) (citation omitted).

> While an Indiana court will impose personal liability to protect innocent third parties from fraud or injustice, the burden is on the party seeking to pierce the corporate veil to prove that the corporate form was so ignored, controlled or manipulated that it was merely the instrumentality of another and that the misuse of the corporate form would constitute a fraud or promote injustice.

Id. (citing *Winkler v. V.G. Reed & Sons, Inc.*, 638 N.E.2d 1228, 1232 (Ind. 1994)). "When a corporation is functioning as an alter ego or a mere instrumentality of an individual or another corporation, it may be appropriate to disregard the corporate form and pierce the veil." *Blackwell v. Superior Safe Rooms LLC*, 174 N.E.3d 1082, 1092 (Ind. Ct. App. 2021). The Indiana Supreme Court has held:

> "While no one talismanic fact will justify with impunity piercing the corporate veil, a careful review of the entire relationship between various corporate entities, their directors and officers may reveal that such an equitable action is warranted." *Stacey-Rand, Inc. v. J.J. Holman, Inc.*, 527 N.E.2d 726, 728 (Ind. Ct. App.

> 1988). When determining whether a shareholder is liable for corporate acts, our considerations may include: (1) undercapitalization of the corporation, (2) the absence of corporate records, (3) fraudulent representations by corporation shareholders or directors, (4) use of the corporation to promote fraud, injustice, or illegal activities, (5) payment by the corporation of individual obligations, (6) commingling of assets and affairs, (7) failure to observe required corporate formalities, and (8) other shareholder acts or conduct ignoring, controlling, or manipulating the corporate form. *Aronson*, 644 N.E.2d at 867. In addition, when "a plaintiff seeks to pierce the corporate veil in order to hold one corporation liable for another closely related corporation's debt, the eight *Aronson* factors are not exclusive." *Oliver v. Pinnacle Homes, Inc.*, 769 N.E.2d 1188, 1192 (Ind. Ct. App. 2002), *trans. denied*. Additional factors to be considered include whether: "(1) similar corporate names were used; (2) the corporations shared common principal corporate officers, directors, and employees; (3) the business purposes of the [organizations] were similar; and (4) the corporations were located in the same offices and used the same telephone numbers and business cards." *Id.* (footnote omitted).
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> Piercing the corporate veil involves a highly fact-sensitive inquiry that is not typically appropriate for summary disposition.

Reed v. Reid, 980 N.E.2d 277, 301-302 (Ind. 2012).

[25] The designated evidence reveals that RIC and Imaging Associates of Indiana, PC share a principal office address, registered agent office, address, secretary, and attorney. Dr. M.'s employment agreement provides that it "is made and entered into . . . between Indiana Radiology Imaging Consultants, LLC., and the undersigned physician ('Physician'), [Dr. M.]," but defines RIC as

"Company," and indicates that "Physician shall provide professional radiology services ('Services'), on behalf of the Company . . . ." Appellant's Appendix Volume IV at 43. The billing records of Imaging Associates of Indiana, PC showed that it billed Harvell for services provided by Dr. M., and other doctors he considered part of his group. The Earnings Statement from 2016 and Dr. M.'s testimony indicate that he was paid by Radiology Partners, Inc., but he does not know who currently pays him.

[26] In light of the designated evidence, the factors set forth in *Reed*, and considering that piercing the corporate veil is highly fact-sensitive and not typically appropriate for summary judgment, we cannot say there is no genuine issue of material fact as to whether Imaging Associates of Indiana, PC functioned as a corporate alter ego for RIC.

[27] For the foregoing reasons, we affirm the trial court's denial of the motion to strike with respect to Exhibit S, reverse the trial court's denial of the motion to strike with respect to Exhibits H, Q, R, and T, affirm the denial of RIC's motion for summary judgment, reverse the grant of the Estate's motion for partial summary judgment, and remand for further proceedings.

[28] Affirmed in part, reversed in part, and remanded.

Vaidik, J., and Bradford, J., concur.

ATTORNEYS FOR APPELLANT

Logan C. Hughes
Katherine M. Haire
Reminger Co., L.P.A.
Indianapolis, Indiana

ATTORNEYS FOR APPELLEE

Jerry A. Garau
Ashley N. Hadler
S. Reese Sobol II
Garau Germano, P.C.
Indianapolis, Indiana