STATE OF NORTH CAROLINA WAKE COUNTY	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 26CV038297-910
NORTH CAROLINA STATE HEALTH PLAN FOR TEACHERS AND STATE EMPLOYEES and THE OFFICE OF THE NORTH CAROLINA STATE TREASURER; TREASURER BRADFORD B. BRINER, in his official capacity as the State Treasurer of North Carolina, Plaintiffs, v. ATRIUM HEALTH, INC., Defendants.	**ORDER ON PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER**

1. This matter is before the Court on Plaintiffs' motion for a temporary restraining order. (ECF No. 7).

2. In light of the parties' familiarity with the subject matter of the case and the limited benefit of findings made for purposes of resolving motions for temporary restraining orders, the Court does not set forth independent findings in this Order but instead briefly summarizes the proceedings and the dispute for context. *See Fremont v. Baker*, 236 N.C. 253, 258–59 (1952) (recognizing that findings made in resolving preliminary motions, such as those for temporary restraining orders and preliminary injunctions, are not binding in subsequent proceedings on the merits and, thus, have limited value); *see generally* N.C. R. Civ. P. 52.

3. With their verified complaint and motion, Plaintiffs assert that plaintiff Bradford B. Briner, as the State Treasurer of North Carolina, directs and implements the North Carolina State Health Plan for Teachers and State Employees (the "**Plan**") and that, under state law, the Treasurer has the "exclusive power and duty to set the benefits, premium rates, co-pays, deductibles, and coinsurance percentages and maximums available to participants under the Plan[.]" (ECF No. 5, ¶ 12; ECF 7 at 1).

4. Plaintiffs recently implemented a new three-tiered Preferred Provider Program ("**PPP**") for healthcare providers and entered into various contracts with healthcare providers in Preferred, Access, and Non-Preferred tiers in an effort to reduce the Plan's annual healthcare costs. Most Atrium locations are in the lower, Non-Preferred tier—the tier at which Plan participants ordinarily are set to bear a higher portion of cost sharing, such as copays. (ECF No. 5, ¶¶ 25–31).

5. Defendant Atrium Health, Inc. has implemented its own Affordability Protection Program ("**Protection Program**"), pursuant to which Atrium intends to collect copays or cost-sharing amounts from Plan members that are lower than the copays or cost-sharing amounts that are otherwise contemplated under the PPP. (ECF No. 5, ¶ 29).

6. Plaintiffs assert that, in promoting and implementing the Protection Program, Defendants have infringed upon the Treasurer's authority to set copay or cost-sharing rates, have interfered with Plaintiffs' contracts with other healthcare providers involved in the Preferred Provider Program, and have committed unfair or deceptive acts or conduct. (*See generally* ECF No. 5).

7. Accordingly, Plaintiffs assert causes of action for (i) a declaratory judgment, (ii) tortious interference with contract, and (iii) alleged unfair or deceptive conduct in violation of N.C. Gen. Stat. § 75-1.1 *et seq*. (ECF No. 5, ¶¶ 48–65). With their motion for a temporary restraining order, Plaintiffs request that the Court (i) enjoin Defendant from "making false or misleading statements regarding the Protection Program" and require Defendant to remove certain statements from its websites and printed materials, (ii) prohibit Defendant "from attempting to advertise or implement the Protection Program," and (iii) declare that the "Protection Program unlawfully interferes with and usurps the Treasurer's statutory authority[.]" (ECF No. 7, Prayer for Relief, ¶¶ 1–3).

8. The purpose of immediate injunctive relief "is ordinarily to preserve the *status quo* … [and i]ts issuance is a matter of discretion to be exercised by the hearing judge after a careful balancing of the equities." *A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 400 (1983) (quoting *State ex rel. Edmisten v. Fayetteville St. Christian Sch.*, 299 N.C. 351, 357 (1980)). A request for injunctive relief may be warranted if "(1) if a plaintiff is able to show *likelihood* of success on the merits of his case and (2) if a plaintiff is likely to sustain irreparable loss unless the injunction is issued, or if, in the opinion of the Court, issuance is necessary for the protection of a plaintiff's rights during the course of litigation." *Id.* at 401.

9. Temporary restraining orders are extraordinary remedies. *La Mack v. Obeid*, 2014 NCBC LEXIS 38, at *1–3, *1 n.2 (N.C. Super. Ct. Aug. 29, 2014) (denying motion for temporary restraining order; noting drastic nature of such relief even in

instances where the nonmovant has notice).

10. Generally, an injunction is intended to preserve the status quo and not to "determine the final rights of the parties[,] which must be reserved for the final trial of the action." *United Tel. Co. of the Carolinas v. Universal Plastics, Inc.*, 287 N.C. 232, 235 (1975) (citation omitted); *Seaboard A. L. R. Co. v. Atl. C. L. R. Co.*, 237 N.C. 88, 96 (1953) (injunction is improper if it "would determine by an interlocutory order the ultimate relief sought in this action in accordance with the prayer in plaintiff's complaint").

11. Here, the primary potential harm that Plaintiffs identify in their motion—a threat to the Plan's and PPP's "structural and financial viability," (ECF No. 7, ¶¶ 4–5)—is undisputedly a serious issue. It is also primarily financial in nature, and Plaintiffs' own complaint reflects that the Plan has long faced the likelihood of a "complete financial collapse" that pre-dates Defendant's conduct at issue, (*e.g.*, ECF No. 5, ¶ 20). *Winterville v. King*, 60 N.C. App. 730, 734 (1983) (explaining that injunctive relief "will not lie where there is a full, adequate, and complete remedy at law and without a determination that the applicant will suffer *irreparable injury from the acts and conduct of the party to be enjoined*" (emphasis added)); *Guyton v. N.C. Bd. of Transp.*, 30 N.C. App. 87, 90 (1976) (noting similarly that injunctive relief is unwarranted when monetary damages will sufficiently address the claimant's alleged harm).

12. After careful review and consideration of the motion, the complaint, the competent evidence of record, the arguments of counsel, and applicable law, Plaintiffs

have failed to meet their burden to demonstrate that issuance of a temporary restraining order is warranted, and the Court determines, in the exercise of judicial discretion, that Plaintiffs' motion should be denied.

13. Ultimately, at this early stage of the case, Plaintiffs have not demonstrated both a reasonable likelihood of success on the merits of their causes of action and a likelihood of irreparable harm resulting from Defendant's conduct. *See, e.g.*, *DaimlerChrysler Corp. v. Kirkhart*, 148 N.C. App. 572, 584-87 (2002) (addressing elements of tortious interference with contract and Chapter 75 causes of action and determining that plaintiff failed to show likelihood of success as to either); *see also* N.C. Gen. Stat. §§ 1-254, 1-257 (addressing declaratory relief and court's discretion to decline to render declaratory relief when it would "not terminate the uncertainty or controversy giving rise to the proceeding"). Nor have Plaintiffs otherwise demonstrated that injunctive relief is "necessary," as opposed to merely beneficial, to preserve their rights during the pendency of this litigation. *A.E.P. Indus.*, 308 N.C. at 400 (citations omitted).

14. Thus, having considered all appropriate matters of record and in the exercise of its discretion, the Court **DENIES** Plaintiffs' motion for a temporary restraining order.

SO ORDERED, this 14th day of October 2026.

/s/ Matthew T. Houston
Matthew T. Houston
Special Superior Court Judge
for Complex Business Cases