

STATE OF NORTH CAROLINA

WAKE COUNTY

NORTH CAROLINA STATE HEALTH PLAN
FOR TEACHERS AND STATE
EMPLOYEES; 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.,

Defendant.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 26CV038297-910

**MOTION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

NOW COME Plaintiffs North Carolina State Health Plan for Teachers and State Employees (“State Health Plan” or the “Plan”), and the North Carolina Office of the State Treasurer, and Treasurer Bradford B. Briner, in his official capacity as the State Treasurer of North Carolina (together, “Treasurer”) (collectively with the Plan, “Plaintiffs”), by and through the undersigned counsel and pursuant to Rule 65 of the North Carolina Rules of Civil Procedure, move this Court to issue a temporary restraining order and preliminary injunction.

Specifically, this Court should enter an emergency injunction prohibiting Defendant Atrium Health, Inc. (“Atrium” or “Defendant”) from implementing the “Atrium Health Affordability Protection Program” (the “Protection Program”), which Atrium first publicly revealed on 6 October 2026. Atrium intends to make this Protection Program available to State Health Plan participants, claiming that “copays for primary care, specialty care, outpatient and inpatient services will be less than amounts members would otherwise pay under the [Plan’s]

Preferred Tier.” (Compl. ¶¶ 38–39 & Ex. B).¹ However, the true nature of the Protection Program is to unlawfully undermine the State Health Plan in a manner which, if allowed to proceed, would threaten the Plan’s viability. (Compl. ¶¶ 41–47). With the State Health Plan’s Open Enrollment for the 2027 benefit year imminent and Atrium’s professed intent, days before Open Enrollment, to implement the Protection Program for Plan participants, Plaintiffs face irreparable and imminent harm absent emergency relief from this Court. (Compl. ¶¶ 38, 43–47).

In support of this Motion, Plaintiffs show the Court as follows:

INTRODUCTION

1. The State Health Plan provides critical health benefits coverage to nearly 750,000 individuals, including current and former state employees, their spouses, and their dependents throughout the State of North Carolina. To ensure that the Plan provides stable coverage to its participants and remains viable long-term, the General Assembly has granted the Treasurer exclusive authority—and a fiduciary responsibility—to administer and operate the Plan. (Compl. ¶¶ 1, 11–12, 49).

2. In furtherance of his statutory duties, and through the exercise of his exclusive statutory powers, the Treasurer determined that a critical change to the State Health Plan was necessary for 2027. Specifically, the Treasurer determined that a transition to a tiered coverage structure—the Preferred Provider Program (“PPP”)—was financially necessary, and the State Health Plan’s Board of Trustees approved the Preferred-provider contracts supporting that structure in July 2026. (Compl. ¶¶ 20–24, 34).

3. Anticipating this change, Plaintiffs worked diligently with Atrium for months to reach a mutually beneficial arrangement whereby certain healthcare services and Atrium locations

¹ Citations to “Compl.” are to Plaintiffs’ Verified Complaint, filed October 9, 2026.

could be included in the Access or Preferred tiers of providers. On 14 September 2026, Atrium and the Plan signed a Letter of Agreement under which a limited number of Atrium services and locations were moved into the Access tier and one Atrium entity into the Preferred tier. Plaintiffs allege that Atrium thereafter attempted to usurp the authority the General Assembly vested in the Treasurer to administer the State Health Plan. (Compl. ¶¶ 30, 34–38, 43).

4. By announcing, advertising, and attempting to implement the Protection Program only six days before the start of the Open Enrollment period for State Health Plan participants, Atrium has interfered with undermined Plaintiffs’ contractual relationships with Preferred tier providers and threatened the PPP’s structural and financial viability. (Compl. ¶¶ 38, 43–47, 57–60). As a result, nearly 750,000 Plan participants are scheduled to begin Open Enrollment in a matter of days amid uncertainty about the coverage that will actually be available to them in 2027. (Compl. ¶¶ 1, 44–47).

5. In order to curtail this harm to Plaintiffs and the Plan participants, Plaintiffs initiated this action by filing a Verified Complaint for declaratory and injunctive relief on 9 October 2026. In the Verified Complaint, Plaintiffs asserted claims for: (1) declaratory judgment; (2) tortious interference with contract; and (3) unfair and deceptive trade practices. (Compl. ¶¶ 48–65).

6. In connection with these causes of action, Plaintiffs seek several forms of relief, including:

- a. Injunctive relief requiring Atrium to immediately cease and desist from making false or misleading statements regarding the Protection Program, including any statement or implication that the Protection Program is affiliated with, authorized by, or endorsed by the Treasurer, the Plan, or the State of North Carolina, and to remove all such statements from its public

websites and printed materials; and prohibiting Atrium from attempting to advertise or implement the Protection Program;

- b. Declaratory relief on the basis that Atrium's Protection Program unlawfully interferes with and usurps the Treasurer's statutory authority under N.C.G.S. § 135-48.1 *et seq.*; and
- c. An Order requiring Atrium to take all steps necessary to remedy the harm caused by its actions, including by providing a clear and conspicuous disclaimer to Plan participants that the Protection Program is not affiliated with, authorized by, or endorsed by the Treasurer, the Plan, or the State of North Carolina.

7. The Verified Complaint is submitted in support of this Motion.

8. Plaintiffs have endeavored to provide Defendant with notice of this Motion.

FACTUAL BACKGROUND

9. Through Chapter 135 of the North Carolina General Statutes, the North Carolina General Assembly created the State Health Plan for the purpose of making available health benefits to North Carolina's state employees and retirees, their spouses, and their dependents. (Compl. ¶ 9); *see* N.C.G.S. § 135-48.1 *et seq.*

10. The Plan's two key funding sources are premiums paid by Plan participants and payments from participating State and local government employers, including local governments and educational institutions. Accordingly, the cost of the healthcare services covered by the Plan is directly borne by North Carolina taxpayers. (Compl. ¶ 10).

11. Due to the importance of the State Health Plan to so many of North Carolina's citizens, the oversight, administration, and management of the Plan is statutorily entrusted to the

Treasurer, who has a fiduciary responsibility for managing the Plan. (Compl. ¶¶ 11–12, 49); *see* N.C.G.S. § 135-48.30. Through his statutory powers, the Treasurer has the express power and duty to set the benefits, premium rates, co-pays, deductibles, and coinsurance percentages and maximums available to participants under the Plan, subject to approval by the Plan’s Board of Trustees. (Compl. ¶¶ 12, 49); *see id.*

12. As part of his oversight, administration, and management of the State Health Plan, the Treasurer has the statutory authority to (1) solicit bids and enter into contracts with one or more third-party network administrators to handle claims processing, enrollment, and access to the administrator’s network of healthcare providers; and (2) negotiate and enter into contracts with hospital networks and healthcare provider systems that set, among other things, reimbursement requirements for healthcare services provided to the Plan’s participants. (Compl. ¶¶ 11–13).

13. Faced with a severe loss of the cash reserves needed to pay healthcare providers under the Plan, the Treasurer was forced throughout 2025 and 2026 to make difficult but necessary decisions to stabilize the Plan’s costs and preserve its future financial integrity. (Compl. ¶¶ 17–20). One critical change that the Treasurer deemed necessary and appropriate to protect the Plan’s future operation is the implementation of the PPP, which will take effect on 1 January 2027. (Compl. ¶ 21).

14. Under the new tiered structure, rather than merely designating healthcare providers as “in-network” or “out-of-network,” the Plan will further categorize in-network providers into three tiers: (1) Preferred tier; (2) Access tier; and (3) Non-Preferred tier. (Compl. ¶¶ 24–25). While Plan participants may seek healthcare services from providers in any of the three in-network tiers, the cost to participants—in the form of their applicable cost sharing, such as co-pays and

deductibles—will be lowest at Preferred tier providers and highest at Non-Preferred tier providers. (Compl. ¶¶ 26–29).

15. After months of negotiations, various hospital systems, and provider networks, including Novant Health and UNC Health, entered into contracts with Plaintiffs under which they are classified as Preferred tier providers under the newly restructured State Health Plan. (Compl. ¶ 27).

16. In an effort to maximize facility access and affordable options for Plan participants, Plaintiffs spent months negotiating with Atrium for certain services and locations to be included in the Preferred tier or Access tier. (Compl. ¶¶ 34–35). As a result, on 14 September 2026, Atrium and the Plan signed a Letter of Agreement under which a limited number of Atrium services and locations were moved into the Access tier and one entity was moved into the Preferred tier. (Compl. ¶¶ 30, 35).

17. However, rather than continuing to work with the Treasurer to reach a system-wide arrangement, Atrium announced and advertised its Protection Program, which Plaintiffs allege was designed to maximize Atrium’s own revenue at the cost of the stability and future of the Plan and its nearly 750,000 participants. (Compl. ¶¶ 34–38).

18. As a direct and proximate result of Atrium’s actions, Plaintiffs’ contractual relationships with the Plan’s Preferred tier providers have been destabilized and the Plan has been forced to extend Open Enrollment for an extra week and incurred additional financial costs. (Compl. ¶¶ 45–47).

19. Without immediate Court intervention, Atrium’s Protection Program risks impairing the Treasurer’s statutory powers and duties, sowing inappropriate confusion while Plan participants select health benefits and providers during Open Enrollment, undermining the

structural integrity of the Plan's tiered coverage, threatening the Plan's financial stability and the financial viability of the PPP for current Preferred and Access providers. (Compl. ¶ 47).

LEGAL STANDARD

20. This Court has the inherent authority to grant preliminary injunctive relief by issuing a temporary restraining order or a preliminary injunction. *See A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 402, 302 S.E.2d 754, 759 (1983).

21. A preliminary injunction is proper where the plaintiff (1) shows a "likelihood of success on the merits of his case," and (2) 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 [the] plaintiff's rights during the course of litigation." *Id.* at 401, 302 S.E.2d at 759–60 (quoting *Investors, Inc. v. Berry*, 293 N.C. 688, 701, 239 S.E.2d 566, 574 (1977)).

22. A temporary restraining order is appropriate where: (1) "it clearly appears from specific facts shown by affidavit or by verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or that party's attorney can be heard in opposition"; and (2) "the applicant's attorney certifies to the court in writing the efforts, if any, that have been made to give the notice and the reasons supporting the claim that notice should not be required." N.C. R. Civ. P. 65(b).

23. In determining whether temporary or preliminary injunctive relief is appropriate, the Court must also weigh the potential harm to the plaintiff if no injunction is entered against the potential harm to a defendant if the injunction is issued. *See Williams v. Greene*, 36 N.C. App. 80, 86, 243 S.E.2d 156, 160 (1978).

24. "The issuance of a [temporary restraining order] 'is a matter of discretion to be exercised by the hearing judge after a careful balancing of the equities.'" *Nat'l Surgery Ctr.*

Holdings, Inc. v. Surgical Inst. of Viewmont, LLC, No. 16 CVS 1003, 2016 WL 2757972, at *3 (N.C. Super. Ct. May 12, 2016) (quoting *A.E.P. Indus., Inc.*, 308 N.C. at 401, 302 S.E.2d at 759).

ARGUMENT

25. Plaintiffs seek injunctive relief because they, and potentially all participants in the State Health Plan, will be seriously and irreparably harmed by the continued advertisement and implementation of Atrium’s Protection Program.

26. Without the requested injunctive relief, the State Health Plan’s tiered structure and financial stability face serious jeopardy. (Compl. ¶¶ 33, 45–47).

I. Emergency Injunctive Relief Is Proper and Necessary Because Plaintiffs Have Established a Reasonable Likelihood of Success on Each of Their Claims

A. Plaintiffs Are Likely to Succeed on the Merits of Their Claim for Declaratory Judgment

27. Plaintiffs are likely to prevail on their claim for declaratory judgment because, by attempting to set cost sharing (copays, coinsurance, deductibles, and maximums) and benefit levels for State Health Plan participants, Atrium’s Protection Program is an *ultra vires* usurpation of the Treasurer’s exclusive statutory authority. (Compl. ¶¶ 49–53).

28. Through N.C.G.S. § 135-48.30, the General Assembly has conferred upon the Treasurer the authority to “[a]dminister and operate the State Health Plan” and to “[s]et benefits, premium rates, co-pays, deductibles, and coinsurance percentages, subject to approval by the Board of Trustees.” N.C.G.S. § 135-48.30(a)(1)–(2). The General Assembly further made clear that such responsibilities may be delegated—in the Treasurer’s sole discretion—only to “the Executive Administrator [of the State Health Plan], the Board of Trustees [of the State Health Plan], and employees of the Plan.” N.C.G.S. § 135-48.30(b). In so doing, the General Assembly made clear that the Treasurer’s powers and duties with respect to the State Health Plan are

exclusive and cannot be assigned to, delegated to, or assumed by any person or entity not identified in N.C.G.S. § 135-48.30(b).

29. By attempting to set cost sharing and benefit amounts for State Health Plan participants that differ from those set by the Treasurer and approved by the Board of Trustees, Atrium has unlawfully asserted power and authority over the State Health Plan in contravention of the General Assembly's express allocation of that power.

30. Because the authority to set cost sharing and benefit amounts for State Health Plan participants is vested exclusively in the Treasurer and cannot be assigned to, delegated to, or assumed by Atrium, the Protection Program is an unlawful *ultra vires* usurpation of the Treasurer's statutory authority.

31. Accordingly, Plaintiffs have demonstrated a reasonable likelihood of success on the merits of their claim for declaratory relief—as well as each of their other claims—and are entitled to emergency and preliminary injunctive relief.

B. Plaintiffs Are Likely to Succeed on the Merits of Their Claim for Tortious Interference with Contract

32. The Verified Complaint alleges that Atrium announced the Protection Program only six days before Open Enrollment with the intended effect of undermining the PPP and materially impairing the ability of Preferred providers to continue participating. (Compl. ¶¶ 43–44, 57–60).

33. The North Carolina Supreme Court has articulated the following elements of a claim for tortious interference with contract under North Carolina law:

(1) a valid contract between the plaintiff and a third person which confers upon the plaintiff a contractual right against a third person; (2) the defendant knows of the contract; (3) the defendant intentionally induces the third person not to perform the contract; (4) and in doing so acts without justification; (5) resulting in actual damage to plaintiff.

United Labs., Inc. v. Kuykendall, 322 N.C. 643, 661, 370 S.E.2d 375, 387 (1988) (citation omitted).

34. Here, the Verified Complaint alleges that Plaintiffs entered into contracts with hospital systems and healthcare provider networks through which those systems and networks obtained Preferred tier status under the State Health Plan, and that Atrium knew of those contracts. (Compl. ¶¶ 27, 55–56).

35. The Verified Complaint further alleges that Atrium strategically waited until six days before the start of Open Enrollment to announce the Protection Program in order to undermine the PPP, and that the announcement and forthcoming implementation interfered with Plaintiffs’ contracts with Preferred providers. (Compl. ¶¶ 43–44, 57–60).

36. Atrium’s unlawful interference has critically destabilized the future viability of those contracts and the PPP system by materially impacting the ability of Preferred providers to continue to participate in the program. *See Lexington Homes, Inc. v. W.E. Tyson Builders, Inc.*, 75 N.C. App. 404, 411, 331 S.E.2d 318, 322 (1985) (holding that a plaintiff to a tortious interference with contract claim “does not have to prove that [defendant] caused [the third party] to *breach* its contract with [plaintiff], because its claim is only that [defendant] wrongfully *interfered* with [plaintiff’s] rights under the contract[]”); *MarketPlace 4 Ins., LLC v. Vaughn*, No. 22 CVS 7588, 2023 WL 2229694, at *12 (N.C. Super. Ct. Feb. 24, 2023) (noting that “a plaintiff must merely show that the defendant wrongfully *interfered* with such a contract[]” (citation omitted)); *see also Intercollegiate Women’s Lacrosse Coaches Ass’n v. Corrigan Sports Enters., Inc.*, 546 F. Supp. 3d 440, 453 (M.D.N.C. 2021) (“It is not necessary for a party to plead an actual breach of an agreement to state a claim for tortious interference with contract[.]” (citation omitted)).

37. Furthermore, Atrium’s conduct was not justified or privileged. Atrium announced the Protection Program six days before Open Enrollment, marketed it through false and misleading statements concerning Atrium’s classification under the Plan and the relative cost of its services,

and intended to destabilize the PPP and impair Preferred providers' continued participation. (Compl. ¶¶ 42–44, 59–60). Nor are Atrium and Plaintiffs competitors. Those actions support the conclusion that Atrium was not acting from a legitimate business interest.

38. Based on this evidence, Plaintiffs have satisfied their burden of establishing that they are reasonably likely to succeed on the merits of their claim for tortious interference with contract.

C. Plaintiffs Are Likely to Succeed on the Merits of Their Claim for Unfair and Deceptive Trade Practices Pursuant to N.C.G.S. § 75-1.1

39. The evidence demonstrates that Atrium engaged in unfair and deceptive conduct affecting commerce, violated state and potentially federal law, and caused continuing and irreparable injury to Plaintiffs. (Compl. ¶¶ 63–65).

40. “To prevail on a claim of unfair and deceptive trade practices a plaintiff must show (1) an unfair or deceptive act or practice, or an unfair method of competition, (2) in or affecting commerce, (3) which proximately caused actual injury to the plaintiff or to his business.” *Spartan Leasing Inc. v. Pollard*, 101 N.C. App. 450, 460–61, 400 S.E.2d 476, 482 (1991).

41. Here, Plaintiffs have demonstrated that Atrium engaged in numerous unfair and deceptive practices, including the following conduct (Compl. ¶ 63):

- a. Tortiously interfering with Plaintiffs' contracts with Preferred tier providers by attempting to induce them to withdraw from or terminate their contracts with Plaintiffs. (Compl. ¶¶ 57–60, 63(e)). *See S. Fastening Sys., Inc. v. Grabber Constr. Prods., Inc.*, No. 14 CVS 04260, 2015 WL 2031007, at *11 (N.C. Super. Ct. Apr. 28, 2015) (noting that North Carolina “courts have long recognized that claims for . . . tortious interference with contract may form the basis of a UDTP claim[]” (citations omitted)).

- b. Deceptively associating the Protection Program with the State Health Plan without clearly and expressly disclosing to Plan participants that the Protection Program is not approved by or otherwise affiliated with Plaintiffs or the State of North Carolina. (Compl. ¶¶ 40–42, 63(f)). *See State ex rel. Edmisten v. J.C. Penney Co.*, 292 N.C. 311, 318, 233 S.E.2d 895, 900 (1977) (“Cases involving unfair or deceptive trade practices include . . . deceptive nondisclosure . . . , misrepresentation of business status or connections, . . . fraudulent sales schemes, [and] deceptive pricing[.]”); *see also Camco Mfg., Inc. v. Jones Stephens Corp.*, 391 F. Supp. 3d 515, 528 (M.D.N.C. 2019) (recognizing that “acts or practices by a competitor which are likely to deceive the consuming public[]” satisfy the standards for both common law unfair competition and unfair and deceptive trade practices under N.C.G.S. § 75-1.1 (citations omitted)).
- c. Falsely advertising to Plan participants that the Protection Program is “affordable” and provides the “lowest cost” for services, when, in reality, Atrium charges the State Health Plan higher rates for services provided to Plan participants than other Preferred providers do. (Compl. ¶¶ 42, 63(g)). *See Ellis v. N. Star Co.*, 326 N.C. 219, 225, 388 S.E.2d 127, 131 (1990) (“We have concluded, for example, that . . . false advertising . . . violate [N.C.G.S. § 75-1.1].” (citations omitted)); *see also LStar Dev. Grp., Inc. v. Vining*, No. 5:20-CV-184-FL, 2021 WL 4344891, at *12 (E.D.N.C. Sept. 23, 2021) (holding that a UDTP claim could be based on an advertisement which “ha[d] the tendency to deceive[]”).

- d. Attempting to manipulate the market for healthcare services by advertising an unauthorized “benefit” to Plan participants less than a week before the start of the Open Enrollment period, with the alleged purpose of influencing Plan participants’ health-coverage decisions. (Compl. ¶¶ 38, 43–44, 63(h)).
See generally State ex rel. Edmisten v. J.C. Penney Co., 292 N.C. 311, 318, 233 S.E.2d 895, 900 (1977).
- e. Engaging in conduct that potentially violates the Eliminating Kickbacks in Recovery Act, 18 U.S.C. § 220, and/or 42 U.S.C. § 1320a-7a. (Compl. ¶ 63(i)).

42. Furthermore, Atrium’s conduct was “in or affecting commerce” under N.C.G.S. § 75-1.1 because Atrium actively marketed and directed its conduct toward consumers—specifically, the State Health Plan’s participants. (Compl. ¶ 64); *see* N.C.G.S. § 75-1.1(b) (defining “commerce” as “all business activities, however denominated”); *see also HAJMM Co. v. House of Raeford Farms, Inc.*, 328 N.C. 578, 579, 403 S.E.2d 483, 493 (1991) (holding that “business activity” under N.C.G.S. § 75-1.1(b) includes all “regular, day-to-day activities, or affairs, such as the purchase and sale of goods, or whatever other activities the business regularly engages in and for which it is organized[]”).

43. Accordingly, based upon the record evidence before the Court, Plaintiffs have satisfied their burden of demonstrating a likelihood of success on the merits of their claim for unfair and deceptive trade practices. (Compl. ¶¶ 63–65).

II. Emergency and Preliminary Injunctive Relief Are Necessary and Proper Because, Absent Relief, Plaintiffs and Hundreds of Thousands of State Health Plan Participants Will Suffer Substantial and Irreparable Harm

44. As the Verified Complaint alleges, absent changes to the Plan’s structure, the Treasurer projected in 2025 that the Plan would operate at a \$500 million deficit in 2026, followed

by a \$1 billion deficit in 2027, and the Plan currently projects a strong likelihood of a negative operating balance as of January 2027. (Compl. ¶¶ 18–19).

45. By interfering with Plaintiffs’ contracts with Preferred tier providers, Atrium has placed the financial future of the Plan—and the affordable healthcare coverage it provides to nearly 750,000 North Carolinians—in jeopardy. The Verified Complaint alleges that the Protection Program has undermined those contractual relationships and will materially affect Preferred providers’ ability to continue participating. If the Plan cannot incentivize the required patient volume to Preferred providers through the Plan’s set benefit levels and cost sharing amounts, it will not achieve the projected cost savings, threatening the structural integrity of the PPP and the Plan’s financial stability. (Compl. ¶¶ 26, 33, 46–47, 58–61).

46. In weighing the equities, the potential harm to nearly 750,000 Plan participants, including current and former state employees and their families, far outweighs any harm to Atrium from being temporarily or preliminarily enjoined from advertising and implementing the Protection Program. (Compl. ¶¶ 1, 45–47).

47. Moreover, any potential harm to Atrium arising from the impending Open Enrollment period is an injury of its own making. Following the Board of Trustees’ approval of Preferred-provider contracts in July 2026, the Plan began working with Atrium, and the parties reached an agreement on 14 September 2026. Atrium nevertheless waited until 6 October 2026—six days before Open Enrollment—to announce the Protection Program. (Compl. ¶¶ 34–38, 43). To the extent the timing of Open Enrollment makes injunctive relief more costly to Atrium, that cost results from Atrium’s own timing.

48. Finally, separate and apart from the improper confusion and uncertainty that Atrium’s announcement has caused, Plaintiffs—and the Treasurer in particular—have a substantial

interest in ensuring that the authority vested in the Treasurer by the General Assembly is not usurped by a healthcare provider. (Compl. ¶¶ 11–12, 49–53).

49. As a result, the Verified Complaint details the ways in which Atrium’s conduct has already caused—and continues to threaten—severe, irreparable, and ongoing harm to Plaintiffs and the nearly 750,000 Plan participants. (Compl. ¶¶ 45–47, 61, 65).

CONCLUSION

50. The evidentiary record demonstrates that, despite knowing for months that the State Health Plan would implement a tiered structure and after entering into the September 2026 agreement, Atrium waited until six days before nearly 750,000 North Carolinians were to begin Open Enrollment to announce its new “Protection Program.” (Compl. ¶¶ 34–38, 43–44).

51. Through the conduct described more fully in the Verified Complaint, Atrium attempted to usurp the Treasurer’s exclusive statutory authority, tortiously interfered with Plaintiffs’ contracts, and engaged in unfair and deceptive trade practices. (Compl. ¶¶ 48–65).

52. Because Plaintiffs have demonstrated a reasonable likelihood of success on each of their claims and are being immediately and irreparably harmed by Atrium’s violations of law, the Court should enter a temporary restraining order and preliminary injunction pending a final decision on the merits. (Compl. ¶¶ 45–65).

WHEREFORE, Plaintiffs respectfully request this Court enter an Order:

1. Granting temporary and preliminary injunctive relief:
 - a. Requiring Atrium to immediately cease and desist from making false or misleading statements regarding the Protection Program, including any statement or implication that the Protection Program is affiliated with, authorized by, or endorsed by the Treasurer, the Plan, or the State of North

Carolina, and to remove all such statements from its public websites and printed materials; and

- b. Prohibiting Atrium from attempting to advertise or implement the Protection Program.
2. Declaring that Atrium's Protection Program unlawfully interferes with and usurps the Treasurer's statutory authority under N.C.G.S. § 135-48.1 *et seq.*
3. Granting Plaintiffs such other relief as the Court deems just and proper.

Respectfully submitted, this the 9th day of October 2026.

**NELSON MULLINS RILEY &
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CERTIFICATE OF SERVICE

I hereby certify that on this, the 9th day of October 2026, I served a true and accurate copy of the foregoing **MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION** on Defendant Atrium Health, Inc. by sending a copy of the same via email (where available) and Fedex Overnight Delivery to:

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