

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV011369-910

BRYAN A. MAX, M.D.; TREY B.
CREECH, M.D.; DAVID FLYNN,
M.D., M.B.A.; JEFFREY I.
FROHOCK, M.D.; STEVEN T.
HOBGOOD, M.D.; NIKHIL KUMAR,
M.D.; MARLEY B. LAWRENCE,
M.D.; MICHAEL PLAKKE, M.D.;
RAVI R. SANGHANI, M.D.; and
ALICIA LOPEZ WARLICK, M.D.,

Plaintiffs,

v.

ROBERT DUNCAN, M.D., Ph.D.;
RICHARD D'ALONZO, M.D., Ph.D.;
STANLEY DOVER M.D.; JUAN B.
FIRNHABER, M.D.; CLAYTON J.
FORET, M.D.; CHRISTOPHER L.
HUNT, M.D.; MATTHEW R.
JOHNSON, M.D.; DANIEL J.
LAVALLEY, M.D.; GRAHAM G.
LASHLEY, M.D.; CHRISTOPHER L.
LARISCY, M.D.; DAVID P.
LENSCH, M.D.; THOMAS E.
MCNIFF, III, M.D.; JOHN A.
NARRON, III, M.D.; STEFANIE M.
ROBINSON, M.D.; RACHEL L.
SPEICHER, D.O.; and EAST
CAROLINA ANESTHESIA
ASSOCIATES, PLLC,

Defendants.

**ORDER ON MOTION
FOR PRELIMINARY INJUNCTION**

1. This order addresses Plaintiffs' motion for preliminary injunction. (*See* ECF No. 14.) The motion is fully briefed, and the Court heard oral argument on 15 May 2025.

2. East Carolina Anesthesia Associates, PLLC ("ECAA") is a medical practice with ten sites across North Carolina. Plaintiffs are doctors assigned to one of these sites, serving hospitals and clinics in and around Raleigh. The complaint alleges that

ECAA's board of managers improperly changed the timing and structure of Plaintiffs' compensation in March 2025, thereby breaching their employment agreements and the company's operating agreement. In their motion, Plaintiffs seek to enjoin these changes to their compensation.

3. It is a timeless and settled rule "that where there is a full, complete and adequate remedy at law the equitable remedy of injunction will not lie." *Whitford v. N.C. Jt. Stock Land Bank*, 207 N.C. 229, 233 (1934). This dispute concerns alleged contractual obligations to pay money. If Plaintiffs can prove that ECAA breached its payment obligations (a question the Court need not address), compensatory damages will provide a complete and adequate remedy. Thus, injunctive relief is out of bounds.

4. Plaintiffs have not shown otherwise. Some (not all) Plaintiffs claim that the change in compensation will disrupt their personal budgeting, making it harder to put money toward retirement savings, for example. Even if that is true, virtually all victims in cases involving monetary loss face similar challenges. The resulting injury is quantifiable, and compensatory damages plus interest are sufficient to make Plaintiffs whole.

5. Plaintiffs also point to the operating agreement's statement that money damages would not be adequate to remedy a breach of its terms. But that statement does not bind the Court. Nor does it relieve Plaintiffs of their burden to show the inadequacy of damages. *See, e.g., Spark Connected, LLC v. Semtech Corp.*, 2019 U.S. Dist. LEXIS 154344, at *15–16 (E.D. Tex. Sept. 10, 2019) ("Even where parties agree irreparable harm would result, the movant must establish money damages are an

inadequate remedy.”); *Telamerica Media Inc. v. AMN Television Mktg.*, 1999 U.S. Dist. LEXIS 19423, at *14 (E.D. Pa. Dec. 21, 1999) (“The Court, however, is not bound by such a contractual agreement and must independently evaluate the movant’s request for a preliminary injunction.”).

6. Having failed to carry that burden, Plaintiffs have not shown that they are entitled to the “extraordinary measure” of a preliminary injunction. *Ridge Cmty. Invs., Inc. v. Berry*, 293 N.C. 688, 701 (1977). The Court therefore **DENIES** their motion. It follows that Defendants’ motion to strike, (ECF No. 61), is moot, and the Court **DENIES** that motion as well.

SO ORDERED, this the 19th day of May, 2025.

/s/ Adam M. Conrad
Adam M. Conrad
Special Superior Court Judge
for Complex Business Cases