

**FOURTH DIVISION
MCFADDEN, P. J.,
WATKINS and PADGETT, JJ.**

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October 15, 2026

In the Court of Appeals of Georgia

A26A1555. ATLANTA WOMEN'S HEALTH GROUP, P.C. et al. v. CLAY et al.

PADGETT, Judge.

This appeal arises from the departure of ten physicians¹ from Peachtree Women's Clinic, LLC ("PWC"), a medical practice specializing in obstetrics and gynecology. PWC and its central billing office, Atlanta Women's Health Group, P.C. ("AWHG") brought this action for an interlocutory injunction against the physicians to enforce certain non-compete agreements in their respective employment and shareholder contracts. Without ruling on the enforceability of the restrictive covenants, the trial court denied interlocutory injunctive relief, finding that PWC and AWHG had failed to show they would suffer irreparable harm if the injunction was

¹ The physicians include Kawami Clay, M.D., Jose A. Garcia, M.D., Stephanie S. Grogan, M.D., Keri Holloway, MPH, M.D., Hilton K. Howard, M.D., Charity Johns, M.D., Kiley Manetta, D.O., Michael McDaniel, M.D., Yeonjung Park, M.D., and Katherine Rogg, M.D.

not granted and that the public interest would not be served by the grant of the interlocutory injunction. PWC and AWHG now appeal. For the reasons set forth below, we conclude that the trial court did not abuse its discretion in denying the interlocutory injunction and, therefore, affirm.

An interlocutory injunction is an extraordinary remedy, and the power to grant it must be prudently and cautiously exercised. However, to be effective, the decision to grant an interlocutory injunction must often be made under time constraints that do not allow for the careful deliberation and reflection that accompany a full trial on the merits. Thus, the trial court must make a judgment call regarding the equities presented, and the court is vested with broad discretion in making that decision. See OCGA § 9-5-8 (“The granting and continuing of injunctions shall always rest in the sound discretion of the judge[.]”). The grant or denial of an interlocutory injunction will not be reversed on appeal unless the trial court made an error of law that contributed to the decision, there was no evidence on an element essential to relief, or the court manifestly abused its discretion.

City of Waycross v. Pierce County Bd. of Comm’rs, 300 Ga. 109, 110–11(1) (793 SE2d 389) (2016) (citation modified). In reviewing a trial court’s ruling on an interlocutory injunction, we construe the evidence in the light most favorable to the court’s findings. See *Gwinnett County v. McManus*, 294 Ga. 702, 702 (755 SE2d 720) (2014).

Viewed in this manner, the record shows that AWHG is a consortium of independent obstetrics and gynecology medical practices that operates primarily as

a central billing office designed to consolidate administrative functions and strengthen negotiating power with managed care insurance payors. PWC is one of these independent medical practices.

Until recently, the ten physicians were employees of PWC pursuant to employment agreements, and shareholders of AWHG pursuant to shareholder agreements. Their employment agreements include restrictive covenants not to compete. More specifically, the employment agreements provide that, in the event of the termination of their respective employments with PWC, the physicians are prohibited from providing obstetrical or gynecological services for two years within a “restricted area,” defined as an area within a 5-mile radius of certain PWC offices and other AWHG affiliates. The shareholder agreements include substantially similar covenants not to compete.

In November 2025, each of the ten physicians submitted notices of resignation from PWC, effective February 19, 2026. In a December AWHG board of directors meeting, the physicians announced their intent to move their practices to Northside Hospital and that they would not comply with the restrictive covenants. The

physicians, through counsel, subsequently sent a letter to AWHG, claiming that the restrictive covenants were unenforceable.²

On February 3, 2026, an open letter from the ten physicians to PWC patients was posted on the PWC Facebook page. The post indicated that “our name is changing” to “Peachtree Women’s Care of Northside,” and referred patients to five new office locations as of February 20. According to PWC and AWHG, each of these five offices is within five miles of one or more existing offices of PWC or its affiliates.³

On February 4, PWC and AWHG filed a complaint for breach of contract and, a day later, a motion for an interlocutory injunction to enforce the restrictive covenants. Following an expedited hearing on February 11, the trial court denied the motion for an interlocutory injunction. Pointedly, the trial court concluded that PWC’s and AWHG’s remedy, if any, was at law, not equity. In so concluding, the trial court found that because AWHG’s purported injury consisted of an “easily quantifiable” one percent management fee of PWC’s net revenue (which the trial

² The physicians asserted, in part, that AWHG has no legitimate business interest that would be protected by the enforcement of the restrictive covenants and that the covenants’ geographic scope is overbroad. The enforceability of the restrictive covenants are not at issue in this appeal.

³ PWC and AWHG contend that most of the departing physicians’ Northside offices are less than one mile from an existing PWC office, and that one new office location is in the very same building as a PWC office.

court calculated to be approximately \$150,000 per year), it failed to show a risk of irreparable harm from permitting the physicians to practice within the restricted area while the litigation proceeded. The trial court further found that PWC substantially functioned as a partnership that would practically cease to exist once the departing physicians left; the trial court declined to hold “that the loss of unidentified patients of doctors who do not even practice as part of PWC is a genuine harm for which PWC is entitled to an injunction, much less an irreparable harm.” Moreover, the trial court determined that the public interest in preserving patients’ continuity of care while the litigation continued — including for patients with imminent deliveries — “vastly outweigh[ed]” any economic injury sustained by PWC and AWHG. Notably, the trial court did not address in detail the likelihood of PWC and AWHG prevailing on the merits of their underlying breach of contract claims. Instead, the court observed that it had “genuine doubts about the enforceability of the non-compete covenants which form the primary basis of [PWC’s and AWHG’s] [m]otion.” This appeal from the trial court’s order denying interlocutory injunctive relief followed.

1. PWC and AWHG claim that the trial court had an incomplete and inaccurate understanding of the standard for an interlocutory injunction. We discern no error on the trial court’s part.

In determining whether to grant or deny an interlocutory injunction, a trial court should consider:

(1) whether there exists a substantial threat that a moving party will suffer irreparable injury if the injunction is not granted; (2) whether the threatened injury to the moving party outweighs the threat and harm that the injunction may do to the party being enjoined; (3) whether there is a substantial likelihood that the moving party will prevail on the merits at trial; and (4) whether granting the interlocutory injunction will not disserve the public interest.

Davis v. VCP South, 297 Ga. 616, 621–22(1)(b) (774 SE2d 606) (2015).

Here, as part of its fourteen-page order issued two days after the emergency hearing, the trial court noted that a “party seeking a preliminary injunction bears the burden of demonstrating not only irreparable harm and an urgent need for relief, but also the absence of an adequate legal remedy.” Seizing on this one sentence, PWC and AWHG argue that the trial court erred in concluding that a finding of irreparable harm “is categorically indispensable to an application for an interlocutory injunction.” We disagree with PWC’s and AWHG’s interpretation of the trial court’s order. As we read it, the trial court’s detailed analysis of the irreparable harm factor, see Division 2 *infra*, simply shows its recognition that it is the “most important” factor in determining whether to grant or deny an interlocutory injunction. *City of Waycross*, 300 Ga. at 111(1).

We likewise find no merit in PWC's and AWHG's contention that the trial court's failure to consider their likelihood of success on the merits renders the trial court's analysis "incomplete." It is well-established that the "four factor test is a balancing test and it is not incumbent upon the movant to prove each factor." *Kennedy v. Shave Barber Co.*, 348 Ga. App. 298, 308(4) (822 SE2d 606) (2018) (punctuation omitted); *City of Waycross*, 300 Ga. at 112(1). See also *Garden Hills Civic Ass'n v. MARTA*, 273 Ga. 280, 281(1) (539 SE2d 811) (2000) (likelihood of success on the merits is not the determinative factor).

Although PWC and AWHG contend that Georgia's Restrictive Covenants Act, OCGA § 13-8-50 et seq., provides that "injunctions are the ordinary and usual remedy for ongoing breaches of restrictive covenants," we reject that assertion as applied to this case. Under OCGA § 13-8-58(c), "[a] court shall enforce a restrictive covenant by any appropriate and effective remedy available at law or equity, including, but not limited to, temporary and permanent injunctions." In contrast to PWC's and AWHG's reading of the statute, this provision merely provides that the trial court may authorize an interlocutory injunction once it decides to enforce a restrictive covenant, which, as PWC and AWHG acknowledge, the trial court did not do here. OCGA § 13-8-58(c) does not stand for the proposition that an injunction must be imposed simply because the case involves restrictive covenants. Indeed, if

we were to adopt PWC's and AWHG's expansive reasoning, then the imposition of an interlocutory injunction would no longer be "an extraordinary remedy." *Lane Dermatology v. Smith*, 360 Ga. App. 370, 373(1) (861 SE2d 196) (2021). We essentially would be divesting the trial court of its "broad discretion" in determining whether to grant an interlocutory injunction, see *id.*, and rendering the four-factor balancing test irrelevant. This we decline to do. Accordingly, we find that the trial court did not err in how it evaluated the four-factor test in denying interlocutory injunctive relief.

2. PWC and AWHG next maintain that the trial court incorrectly assessed the risk of imminent, irreparable harm. We do not agree.

"Equity intervenes by grant of an interlocutory injunction to prevent irreparable damage to one of the parties and to maintain the status quo until a final determination is made." *Treadwell v. Inv. Franchises*, 273 Ga. 517, 519 (543 SE2d 729) (2001). In other words, "there must be some vital necessity for the injunction so that one of the parties will not be damaged and left without adequate remedy." *Id.*

Here, the evidence showed that PWC's and AWHG's asserted injury consisted principally of loss of revenue from PWC if the departing physicians were permitted to continue to practice medicine in the restricted area. Dr. Stephanie Grogan, a then-member of PWC's four-person executive committee (and one of the departing physicians), attested via affidavit that the physicians bore all financial risk

of, and made all operational and management decisions for PWC; that PWC is funded entirely through revenue generated by the physicians' medical services, and does not receive any financial support from AWHG; that all revenue is billed and collected by AWHG, and after deduction of a one percent fixed management fee and practice expenses, any remaining profit (or loss) flows directly to the physicians; and that the physicians (not AWHG) own all the medical equipment at PWC. The evidence also included an email from AWHG's president and chief executive officer, Dr. Genevieve Fairbrother, to the other physicians in the AWHG consortium after the ten physicians had resigned, stating that the physicians' departure would have no impact on AWHG's "strong position in the marketplace regardless of outcome." The record also included corporate documentation showing that both AWHG and the physicians held the physicians out as "partners," "owners," and "managers" of PWC. Under these circumstances, the trial court found that the economic injury to PWC and AWHG if the departing physicians were permitted to continue to practice medicine in the restricted territory was "neither irreparable nor incapable of being remedied by an action at law."

PWC and AWHG contend that the trial court erred in denying injunctive relief because "monetary damages are not an adequate remedy for breaches of restrictive covenants." We disagree. It is well-recognized that "it is error to grant an injunction

when the party seeking it has an adequate remedy at law.” *Allen v. Hub Cap Heaven*, 225 Ga. App. 533, 540(8) (484 SE2d 259) (1997); *Lue v. Eady*, 297 Ga. 321, 329(2)(c) (773 SE2d 679) (2015) (“Where there is an adequate remedy at law, a temporary injunction sought by the petitioner is properly refused.”). See also OCGA § 9-5-1 (“Equity, by a writ of injunction, may restrain ... any other act of a private individual or corporation which is illegal or contrary to equity and good conscience and for which no adequate remedy is provided at law.”). Cf. *Rash v. Toccoa Clinic Med. Assocs.*, 253 Ga. 322, 327(6) (320 SE2d 170) (1984) (holding that a party may obtain injunctive relief where the court finds damages are “difficult to calculate” and would “not properly vindicate the plaintiff’s rights”); *Poe & Brown of Ga. v. Gill*, 268 Ga. 749, 750 (492 SE2d 864) (1997) (same).

As it concerns AWHG, Dr. Fairbrother’s statement that the physicians’ departure would have minimal impact on AWHG’s “strong position in the marketplace” supported the trial court’s conclusion that AWHG did not show imminent, irreparable harm. Moreover, the trial court did not clearly err in determining that the one percent management fee AWHG received from PWC’s net revenue was “easily ascertainable.” Accordingly, the trial court did not abuse its discretion by concluding that AWHG has an adequate legal remedy through readily calculable damages. See, e.g., *Allen*, 225 Ga. App. at 540–41(8) (“Even if the

[defendants] were to compete with [the plaintiff] in violation of an enforceable agreement, [the plaintiff] failed to show that the adverse economic effects of that competition could not be quantified with enough specificity to support an award of money damages.”).

As for PWC, the trial court did not clearly err in concluding that PWC could not show a cognizable risk of irreparable harm insofar as the court found that, since its formation, PWC had “consistently been operated as a partnership of the [p]hysicians.” PWC argues forcefully against this conclusion, maintaining that PWC is “indisputably is a limited liability company,” and that the trial court’s finding that PWC operated as a partnership is “legally ridiculous.” To be sure, the record contains documentary evidence that PWC was originally formed as an LLC — a fact that the physicians do not dispute. But, as discussed above, there was also some evidence regarding the physicians’ sharing of risks, expenses, profits and losses, the joint right of control over PWC, and joint ownership of medical equipment, from which the trial court could conceivably conclude that the physicians operated PWC as a partnership. See *Jerry Dickerson Presents v. Concert/S. Chastain Promotions*, 260 Ga. App. 316, 323(1) (579 SE2d 761) (2003). To the extent the evidence concerning PWC’s corporate form is conflicting at this preliminary stage of the litigation, “it can not be said that the court abused its discretion in either granting or denying the

injunction.” *Grossi Consulting v. Sterling Currency Group*, 290 Ga. 386, 388(1) (722 SE2d 44) (2012) (punctuation omitted). Thus, we find no abuse of discretion in the trial court’s denial of injunctive relief on this basis.

3. Lastly, PWC and AWHG argue that the trial court misconceived the public interest. We find this argument unavailing.

Here, the record shows that the departing physicians “typically ha[ve] around 5,000 patient encounters per month,” and that “[a]n estimated forty percent of the [p]hysicians’ active patients are ‘high risk,’ including pregnant women in their third trimester, patients with gestational diabetes, preeclampsia, and other high-risk conditions.” The evidence further shows that the physicians were scheduled to perform about 100 deliveries around the time of the emergency hearing on the interlocutory injunction. Against this background, the trial court concluded that the public’s interest in “ensuring the continuity of time-sensitive care” for these patients “vastly outweigh[ed]” AWHG’s “desire to preserve its management fee.”

PWC’s and AWHG’s overarching complaint is that the trial court failed to appreciate the public policy of Georgia “to uphold, protect, and enforce restrictive covenants.” See *Rash*, 253 Ga. at 326(3) (“It is the policy of this state to uphold and protect valid contractual rights and obligations.”). However, the trial court’s order expressly acknowledged “the public interest in the enforcement of valid non-

competes,” but then found that that interest was outweighed by the public interest in continuity of care for the affected patients, especially considering its “serious doubts” about PWC’s and AWHG’s likelihood of success on the merits of their alleged breach of contract claims. At this early phase of the litigation, we cannot say that the trial court erred in concluding as such. See *India-Am. Cultural Ass’n v. iLink Profs.*, 296 Ga. 668, 674 (769 SE2d 905) (2015) (Melton, J., concurring) (“[T]he interlocutory injunction is just a temporary remedy based on limited facts.”).

Thus, considering all these factors, we conclude that the trial court did not abuse its discretion in denying the interlocutory injunction.

Judgment affirmed. McFadden, P. J., and Watkins, J., concur.