

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION—CIVIL

DOCKETED

MAR 21 2014

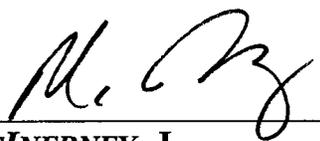
C. HART
CIVIL COMMUNICATION

MEDNET HEALTHCARE SYSTEMS, INC.	:	February Term, 2014
	:	
<i>Plaintiff</i>	:	Case No. 02110
	:	
v.	:	
	:	
COMMUNITY BEHAVIORAL HEALTH	:	Commerce Program
	:	
<i>Defendant</i>	:	Control No. 14023844

ORDER

AND NOW, this 20th day of March, 2014, upon consideration of the of the *Ex-Parte* Motion for a Preliminary Injunction of plaintiff Mednet Healthcare Systems, Inc., the response in opposition of defendant Community Behavioral Health, the respective memoranda of law, and after a hearing held on March 19, 2014, it is **ORDERED** that the motion is **DENIED**.

BY THE COURT,



MCINERNEY, J.

Mednet Healthcare Systems, Inc. Vs Community-ORDOP



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MEDNET HEALTHCARE SYSTEMS, INC.

Plaintiff

v.

COMMUNITY BEHAVIORAL HEALTH

Defendant

February Term, 2014

Case No. 02110

Commerce Program

Control No. 14023844

COURT
CIVIL ADMINISTRATION

MEMORANDUM OPINION

Before the court is an *Ex-Parte* Emergency Motion for Preliminary Injunction filed by plaintiff Mednet Healthcare Systems, Inc. For the reason below, the motion is denied.

Background

Plaintiff Mednet Healthcare Systems, Inc. (“Mednet”), is a corporation that provides psychiatric health care services to many indigent patients in Philadelphia, Pennsylvania. Defendant Community Behavioral Health (“CBH”), is a non-profit corporation. CBH is required under contracts with the local and state governments to maintain a network of healthcare providers within the Medicare Program. Under the Medicare Program, Mednet receives payments from CBH for mental health services provided by Mednet to local patients.

Mednet filed a complaint against CBH. Mednet alleges in its complaint that CBH is in the process of improperly terminating Mednet’s membership in the local Medicare Program network. In addition, Mednet alleges that CBH improperly contacted Mednet’s patients to inform them that Mednet is no longer providing psychiatric health care

services.¹ Mednet also filed an *Ex Parte* Emergency Motion for Preliminary Injunction. This motion asks the court to preliminarily enjoin CBH from terminating Mednet's membership in the local Medicare Program network, to pay Mednet any amounts due for services rendered, and to refrain from contacting Mednet's patients.² In essence, the motion seeks to compel CBH to continue its contractual relationship with Mednet, even though CBH no longer wishes to maintain Mednet in its Medicare Program network. CBH timely filed its response in opposition to the *Ex Parte* Emergency Motion for Preliminary Injunction, and the respective sides briefed their filings. A hearing upon Mednet's motion was held on March 19, 2014.

Discussion

The purpose of a preliminary injunction is to prevent irreparable injury or gross injustice by preserving the *status quo* as it exists or as it previously existed before the acts complained of in the complaint.... Any preliminary injunction is an extraordinary, interim remedy that should not be issued unless the moving party's right to relief is clear and the wrong to be remedied is manifest.

A distinction must be made between prohibitory and mandatory injunctions.... While the purpose of all injunctions is to preserve the *status quo*, prohibitory injunctions do this by forbidding an act or acts while **mandatory injunctions command the performance of some specific act that will maintain the relationship between the parties.**³

[A] mandatory preliminary injunction is an extraordinary judicial act and should be issued only in rare cases, and certainly more sparingly than an injunction which is merely prohibitory.... The court must exercise extreme care and act in only the clearest of circumstances.⁴

For a mandatory preliminary injunction to be granted, the movant must show that:

¹ Complaint, ¶¶ 18, 21.

² Suggested Order attached to Mednet's *Ex Parte* Emergency Motion for Preliminary Injunction.

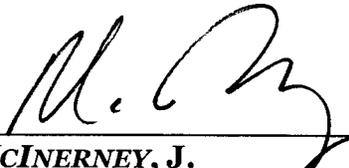
³ *Ambrogi v. Reber*, 2007 Pa. Super 278, 932 A.2d 969, 974 (Pa. Super. 2007) (emphasis supplied).

⁴ *Moore v. Mobil Oil Co.*, 331 Pa. Super. 241, 255: 480 A.2d 1012, 1019 (Pa. Super. 1984).

- 1) its right to relief is clear;
- 2) the injunction is necessary to prevent immediate and irreparable harm that could not be compensated by money damages;
- 3) greater injury would result from refusing the injunction than by granting it;
- 4) the injunction restores the parties to the *status quo* that existed immediately before the alleged wrong;
and
- 5) the wrong is manifest and the injunction is reasonably suited to abate it.⁵

Throughout the hearing of March 20, 2014, Mednet failed to meet the strict requirements for mandatory injunctive relief. Specifically, Mednet failed to convince the court that a mandatory injunction should be granted such as to compel CBH to preserve a contractual relationship which CBH no longer wishes to maintain. For this reason, Mednet's *Ex Parte* Emergency Motion for Preliminary Injunction is denied.

BY THE COURT,



MCINERNEY, J.

⁵ Purcell v. Milton Hershey Sch. Alumni Ass'n, 884 A.2d 372, 376-77 (Pa. Commw. Ct. 2005).