

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH

STRAFFORD, SS.

SUPERIOR COURT

Dover School District, *et al.*

v.

New Hampshire School Health Care Coalition

Docket No. 219-2026-CV-194

ORDER ON MOTION FOR PRELIMINARY INJUNCTION (INDEX #30)¹

The Dover School District (the “District”) and Dr. Christine Boston seek a preliminary injunction to enjoin New Hampshire School Health Care Coalition d/b/a SchoolCare (“SchoolCare”) from stopping the payment of healthcare claims for the District’s enrolled personnel. See Index #30. SchoolCare objects, see Index #39, to which the plaintiffs respond, see Index #54. The court held a preliminary hearing on April 24, 2026, at which all parties and intervenors appeared and presented arguments. Based on the record, the parties’ arguments and the applicable law, the court finds and rules as follows.

FACTS

The court draws the following facts from the record. The plaintiffs are the Dover School District and its Superintendent, Dr. Christine Boston. The defendant, SchoolCare, is a governmental risk pool that provides health coverage to individuals enrolled through member school districts across New Hampshire. SchoolCare is not an insurer and its exclusive purpose is to operate a risk pool consistent with RSA 5-B. SchoolCare provides health coverage for hundreds of the District’s employees, including Dr. Boston, as well as retirees, spouses and dependents.

¹ The plaintiffs filed an emergency motion for both a temporary restraining order and a preliminary injunction. See Index # 30. The plaintiffs noted that their “request for a temporary restraining order may be moot” if the court was able to accommodate an April preliminary injunction hearing after notice to the defendant. Having held a preliminary hearing before the issuance of a TRO, the court deems such TRO MOOT and turns to adjudicating the preliminary injunction.

By letter dated November 4, 2024, SchoolCare provided the District with “firm and final renewal rates” effective July 1, 2025. See Index #1 Ex. 10. On September 21, 2025, SchoolCare’s Board of Directors approved a \$30,000,000 special assessment to be allocated to its members, distributed proportionally based on 2024-2025 fiscal year contributions. SchoolCare made this decision in response to higher than expected claims costs, which caused depletion of its reserves. SchoolCare had never issued a member assessment before the September 2025 special assessment. On October 1, 2025, SchoolCare issued the District its apportioned assessment of \$1,697,939.99. SchoolCare provided the following terms to the District for paying the special assessment:

Payment terms:

- **Due upon receipt.**
- **Grace period:** No interest if paid by December 31, 2025.
- **Interest:** Beginning January 1, 2026, 0.5% per month on unpaid balances.
- **Claims processing:** If no payment plan or intent to pay is in place by May 1, 2026, claim payments will be suspended.
- **Final deadline:** If unpaid by July 15, 2026, claims will be denied and covered individuals will be responsible for costs.

Id. Ex. 13. On March 30, 2026, the District sent SchoolCare a demand letter requesting that SchoolCare stand down from its stated intentions of stopping payment of the District’s claims on May 1, 2026. On April 1, 2026, SchoolCare responded to the District and made clear that it did not intend to deviate from its proposed May 1, 2026 deadline. The plaintiffs commenced suit on April 6, 2026.

ANALYSIS

The plaintiffs bring seven total claims against SchoolCare. Jointly, the plaintiffs bring claims for declaratory judgment, breach of contract, unfair or deceptive practices or acts under RSA 358-A and violations of RSA 91-A; additionally, the District asserts claims for negligent misrepresentation and breach of fiduciary duty. See Index #1. The plaintiffs move for a preliminary injunction to prevent SchoolCare from ceasing to pay claims as of May 1, 2026. See Index #30.

The issuance of an injunction is an extraordinary remedy. *N.H. Dep’t of Env’tl. Servs. v. Mottolo*, 155 N.H. 57, 63 (2007). The party seeking an injunction must establish: (1) “an immediate threat of

irreparable harm”; (2) that “there is no adequate remedy at law”; and (3) “that it is likely to succeed on the merits.” *Id.* The court must also consider “established principles of equity.” *Id.* These established principles include assessing “the public interest served in granting the injunction” and “the balance between [the irreparable harm asserted] and the injury that granting the injunction would inflict on [the non-movant].” *UniFirst Corp. v. Nashua*, 130 N.H. 11, 13 (1987); *see also Woodward-Griffith v. Triangle Credit Union*, No. 2024-0581, 2025 WL 2605715, at *1 (N.H. Aug. 25, 2025); *Masi v. Lynn*, No. 2017-0408, 2018 WL 1724846, at *1 (N.H. Mar. 7, 2018) (“Although a party seeking a preliminary injunction must show that it would likely succeed on the merits, injunctive relief is an equitable remedy, requiring the trial court to consider the circumstances of the case and balance the harm to each party if relief were granted.”); *New Hampshire Advantage Coalition v. Lopez*, No. 08-E-0361, 2008 WL 11530348, at *2² (N.H. Oct. 1, 2008). Applying this legal framework, the court considers the parties’ respective arguments and adjudicates the plaintiffs’ motion.

I. Likelihood of Success on the Merits

The court first considers the plaintiffs’ likelihood of success on the merits. *See Motto*, 155 N.H. at 63. The plaintiffs argue that they are likely to succeed on each of their claims. *See* Index # 30 ¶ 55. They assert that “SchoolCare made a variety of express promises” to both the District and Dr. Boston through its benefits booklet and related documents, as well as through letters sent by SchoolCare. *Id.* ¶ 56. The plaintiffs proffer that these agreements do not condition healthcare coverage upon member assessments nor provide any authority for SchoolCare to issue assessments. *Id.* ¶ 57. They reason that because SchoolCare made binding promises and lacked authority to issue the special assessment, they are likely to succeed on their declaratory judgment and breach of contract claims. *See id.* ¶ 58. The plaintiffs also argue that SchoolCare’s conduct rises

² “The issuance of injunctions, either temporary or permanent, has long been considered an extraordinary remedy.’ *Murphy v. McQuade Realty, Inc.*, 122 N.H. 314, 316 (1982). ‘An injunction should not issue unless there is an immediate danger of irreparable harm to the party seeking injunctive relief, and there is no adequate remedy at law.’ *Id.* The party seeking an injunction must demonstrate the likelihood of success on the merits. *Kukene v. Genuardo*, 145 N.H. 1, 4 (2000). ‘It is within [the Court’s] sound discretion to grant an injunction after consideration of the facts and established principles of equity.’ *Thompson v. New Hampshire Bd. of Medicine*, 143 N.H. 107, 109 (1998).”

to the level of rascality required to constitute an unfair or deceptive practice and that its actions also constitute negligent misrepresentation and a breach of fiduciary duty. See *id.* ¶¶ 60–68. Finally, the plaintiffs contend that they are likely to succeed on their RSA 91-A claim because the defendants failed to make certain meeting minutes public, misused emergency provisions and failed to have a physical quorum. See *id.* ¶¶ 69–70.

SchoolCare counters that the plaintiffs are unlikely to succeed on the merits with respect to any of their claims. See Index #39 ¶¶ 53–63. It argues that RSA 5-B “ultimately govern[s] the obligations of the parties” as opposed to “any agreement of the parties.” *Id.* ¶ 55. Because RSA 5-B delegates to the Secretary of State the “exclusive authority and jurisdiction” to enforce the statute, SchoolCare argues dismissal is required and the plaintiffs are thus unlikely to succeed on the merits. See *id.* ¶ 56. SchoolCare additionally argues that the plaintiffs’ arguments are fundamentally flawed because “the purpose of a self-insured risk pool under RSA 5-B is to allow members to jointly share risk amongst themselves, in lieu of purchasing traditional insurance.” *Id.* ¶ 58 (emphasis in original). This structure has allowed the District to “recoup millions of dollars in contributions through SchoolCare’s many years of returned surpluses.” *Id.* ¶ 59. SchoolCare reasons that crediting the plaintiffs’ arguments would be effectively “converting the risk pool at issue into a fully-insured arrangement,” contrary to established law clarifying that risk pools are not insurance, and that the plaintiffs’ position would make the risk pool unsustainable. *Id.* ¶¶ 60, 62.

Upon consideration of the instant record and arguments, as well as the specific relief currently sought, the court concludes that the plaintiffs are likely to succeed on the merits. In the court’s view, the plaintiffs present colorable claims sounding in contract principles. The plaintiffs allege that SchoolCare made express, binding promises to, among other obligations, provide healthcare coverage to enrollees through June 30, 2026, and to do so at a “firm and final” rate. Index #30 ¶ 56. In these agreements, the plaintiffs represent that SchoolCare lacked any right to impose member assessments. See *id.* ¶ 57. SchoolCare seemingly concedes the existence of these agreements in its objection and instead argues that the plaintiff’s claims are inconsistent with RSA 5-B and the

structure and risk allotment of risk pools generally. See Index #39 ¶¶ 57–62. The court does not -- on this current record -- find SchoolCare’s argument persuasive; it has not sufficiently articulated why “[i]t is those statutory standards, and not any agreement of the parties, that ultimately govern the obligations of the parties.” Index #39 ¶ 55. SchoolCare does not identify a particular statutory provision that it believes overrides the agreements made between the parties and it is unclear to the court how the potential financial impact on the risk pool writ large alleviates SchoolCare from performing its promised contractual obligations or allows it to unilaterally impose new obligations.

SchoolCare emphasizes RSA 5-B:4-a in its objection, which statutory grant delegates to the Secretary of State “exclusive authority and jurisdiction: (a) To bring administrative actions to enforce this chapter. (b) To investigate and impose penalties for violations of this chapter[.]” RSA 5-B:4-a, I. Citing *Appeal of Town of Salem*, 168 N.H. 572 (2016),³ SchoolCare argues that the court should dismiss the plaintiffs’ claims, thereby rendering the plaintiffs unlikely to succeed on the merits. See Index #39 ¶¶ 55–56. SchoolCare has filed such a motion to dismiss -- advancing this jurisdictional argument -- and it remains pending. See Index #35. The Secretary of State has intervened and filed its own motion to dismiss on jurisdictional grounds. See Indexes ##45–46. These motions raise substantial questions about the court’s ability to adjudicate the plaintiffs’ claims. The court will duly consider the important jurisdictional question this case presents in ruling upon those pending motions to dismiss but does not find that this open question defeats this prong instantan. For the purposes of this motion, the court finds that the plaintiffs have a sufficient likelihood of establishing jurisdiction at this stage. Despite the unresolved question of jurisdiction, the court concludes that the plaintiffs are likely to succeed on the merits with respect to their contract-based claims for declaratory judgment and breach of contract. Because the court concludes that the plaintiffs are likely to succeed on the

³ The *Appeal of Town of Salem* Court concluded that the municipalities’ complaint expressly sought to enforce RSA 5-B:5 -- which fell within the SOS’s oversight -- and that the remaining breach of contract theorem were “inextricably entwined with RSA chapter 5–B and cannot exist alongside the administrative mechanism created in that chapter.” 168 N.H. at 578. The parties disagree over whether a similar procedural posture exists herein. Based on the current record (which will be more fully developed hereinafter), it is not clear that this precedent is in fact dispositive. Cf. *Appeal of HealthTrust, Inc.*, No. 2016-0654, 2018 WL 1724976 (N.H. Mar. 29, 2018). The defendant’s heavy reliance on it to counter the first *Mottolo* prong is necessarily influential to the temporary relief afforded today.

merits of these claims that would justify the requested relief, the court does not need to address the likelihood of success of the plaintiffs' remaining claims.⁴ See, e.g., *New York Pathological & X-Ray Labs., Inc. v. INS*, 523 F.2d 79, 82 (2d Cir. 1975) (“[T]here appears to be a sufficient likelihood of the appellants’ success on the merits of at least one claim to justify preliminary injunctive relief.”).

II. Threat of Irreparable Harm

The court next considers whether the plaintiffs face an immediate threat of irreparable harm. See *Mottolo*, 155 N.H. at 63. The plaintiffs argue that by threatening to stop paying the healthcare claims of enrollees on May 1, 2026, and deny coverage entirely after July 15, 2026, SchoolCare has threatened immediate, irreparable harm. See Index # 30 ¶¶ 48–54. The plaintiffs also argue that paying the special assessment would cause irreparable harm in the form of budget cuts to educational services and staffing. See Index #54 at 15. In response, SchoolCare contests the plaintiffs’ framing of its communications, asserting that the May 1, 2026 “claims hold” would not result in the denial of any claims and that it would not impact enrollees’ access to healthcare services. See Index #39 ¶¶ 45–46. SchoolCare concedes that claims would ultimately be denied if the District failed to pay or otherwise failed to agree to pay the assessment by July 15, 2026. See *id.* ¶ 47.

Upon consideration, the court agrees with the plaintiffs that they face an immediate threat of irreparable harm. See *Massachusetts Assoc. of Older Americans v. Sharp*, 700 F.2d 749, 753 (1st Cir. 1983) (“Termination of benefits that causes individuals to forgo such necessary medical care is clearly irreparable injury.”). Although SchoolCare appears to correctly identify how the “claims hold” would affect an enrollee’s healthcare coverage, its argument ignores the practical effect that a claims hold would likely have on reliant enrollees. An enrollee aware of the existence of a “claims hold” that threatens to leave them personally on the hook for repayment of healthcare services may very well elect to forgo certain healthcare altogether. Moreover, if the District fails to pay or arrange to pay by

⁴ With respect to the plaintiffs’ consumer protection claims, SchoolCare argued at the preliminary hearing that such claims are likely barred by RSA 358-A:3’s statutory exemption. The court granted the parties leave to submit briefs on this particular issue, see Indexes ##56–57, but the issue is now moot for purposes of this Order based on the court’s determination that the plaintiff is likely to succeed on the merits of other claims justifying the requested relief.

July 15, 2026, SchoolCare does not contest that that claims made during the “claims hold” period would not be paid. Therefore, SchoolCare’s argument against irreparable harm appears to presuppose that the District will agree to pay the special assessment before the July 15, 2026, deadline. The court has received no indication at this time that the District has any intention of doing so and this pending action in of itself strongly suggests otherwise. These circumstances fatally undermine SchoolCare’s argument with respect to irreparable harm. As such, the court concludes that the plaintiffs face an immediate risk of irreparable harm.

III. Adequate Remedy at Law

The court next considers whether the plaintiffs have an adequate remedy at law. *See Mottolo*, 155 N.H. at 63; *see also Sands v. Stevens*, 121 N.H. 1008, 1011 (1981) (“In determining whether equity jurisdiction exists, the superior courts should not limit their inquiry solely to the question of the adequacy of the remedy at law; they should also consider whether the remedy at law is plain and complete.”). The plaintiffs argue that “after-the-fact legal remedies would be inadequate to substitute for loss of SchoolCare’s health coverage and enrolled District employees’, spouses’, dependents’, and retirees’ loss of their ability to timely receive necessary medical treatments.” Index #30 ¶ 52. SchoolCare counters that there is an adequate remedy at law, namely money damages. Index #39 ¶ 49. SchoolCare argues that, if the District simply paid the special assessment by the deadlines, the threatened claims hold and denials of coverage would not occur. *See id.* If the District adopted this approach, which it appears financially capable of doing, it would still be able to challenge the validity of the assessment after. *See id.*

Upon consideration, the court concludes that the plaintiffs lack a fully adequate remedy at law. The court finds that this is a situation in which money damages would be inadequate to protect from the threatened harms. If SchoolCare institutes a claims hold or begins outright denial of claims, covered individuals will face an uncertain situation in which they may have to decide between risking paying for a procedure, appointment, or medication out of pocket, or forgoing this medical care altogether. The non-economic harm that could arise from delayed or forgone healthcare is readily

apparent and the court does not find SchoolCare’s arguments to the contrary persuasive. While the District could elect to simply pay the special assessment, this does not alter the court’s conclusion because such a framing flips the proper inquiry on its head. Although the District could “appease” SchoolCare, this reality does not mean that the plaintiffs are not currently confronted with a threat of immediate, irreparable harm in which money damages would be insufficient to remedy. The court finds the plaintiffs’ cited authority on this issue persuasive:

In determining whether harm from a defendant’s tortious conduct is irreparable, the focus is on the nature of the harm inflicted and the possibility that, if inflicted, it would be compensable with readily ascertainable monetary damages. . . . The [plaintiff’s] purported ability to perform work to obviate that harm does not address whether the harm itself is irreparable.

Marc v. Richmond Am. Homes of Md., No. 0805, 2022 WL 152196, at *14 (Md. Ct. Spec. App. Jan. 18, 2022). This argument also cuts Dr. Boston out of the analysis. In her personal capacity, Dr. Boston lacks the ability to pay the special assessment on her own. Focusing on the nature of the threatened harm and not whether the plaintiffs could take affirmative actions to attempt to prevent such harm from occurring, the court concludes that money damages would be inadequate to remedy the threatened claims hold and loss of healthcare coverage. As such, the court concludes that the plaintiffs lack an adequate remedy at law.

IV. Equitable Principles

The court next considers “established principles of equity,” including “the public interest served in granting the injunction” and “the balance between [the irreparable harm asserted] and the injury that granting the injunction would inflict on [the non-movant].” *UniFirst Corp.*, 130 N.H. at 13–14. Here, the court determines that the equitable principles weigh in favor of the preliminary injunction. The court agrees with the plaintiffs that the public interest favors the requested relief, and that the threatened irreparable harm outweighs the potential impact the injunction would have on SchoolCare. While SchoolCare argues that, if all members adopted the District’s position, the risk pool would collapse, see Index #39 ¶ 62, it does not advance an argument in its objection with respect to the

harm it would face here should the injunction be granted. As such, the court concludes that the established equitable principles favor issuing the preliminary injunction. See *Mottolo*, 155 N.H. at 63.

Having determined that the plaintiffs have satisfied the required *Mottolo* factors and that the issued relief maintains the *status quo*,⁵ the court concludes that the plaintiffs are entitled to their requested preliminary injunctive relief. *Id.*

V. Injunction Bond

Superior Court Rule 48(c) provides that a preliminary injunction shall not issue “except upon the giving of an injunction bond by the applicant, in such sums as the court deems proper” unless good cause is shown. “The purpose of an injunction bond is to protect a party who has been wrongfully enjoined.” *Merrimack Valley Wood Prods. v. Near*, 152 N.H. 192, 204 (2005). A bond limits both the maximum liability to the party seeking injunctive relief and the enjoined party’s recovery amount. *Id.* The plaintiffs argue that there is good cause to waive the bond requirement, as they are likely to succeed on the merits, SchoolCare is reportedly in good financial condition and SchoolCare would suffer no harm as a result of the injunction. See Index #30 ¶¶ 78–81. The plaintiffs also argue that the District should be considered part of the State of New Hampshire for purposes of applying Rule 48(c). See Index #54 at 16–17. SchoolCare counters that there is not good cause exists to waive the bond requirement, as the plaintiffs are unlikely to succeed on the merits, and they could eliminate any risk of harm by simply paying the assessment. See Index #39 ¶ 64.

The court agrees that there is good cause to waive the bond requirement, given the plaintiffs’ likelihood of success on the merits and the financial burden such an injunction would impose on the

⁵ Our state Supreme Court noted:

We have observed that “preliminary injunctions serve only to preserve the *status quo* until a trial on the merits,” that preliminary injunction proceedings “are less formal and [based upon] evidence that is less complete than in a trial on the merits,” and that “it is generally inappropriate for a trial court at the preliminary-injunction stage to give a final judgment on the merits.” *N.H. Dep’t of Envtl. Servs. v. Mottolo*, 155 N.H. 57, 61 (2007) (quotations omitted).

Stack v. Merriewood Village, Inc., Not Reported in Atl. Rptr., 2019 WL 1450306 at *6 (N.H. March 14, 2019).

District. Additionally, SchoolCare has not provided a persuasive argument against good cause here. For the reasons provided above, the court disagrees with defendant's arguments as to the likelihood of success on the merits and about how the District could avoid any harm by simply paying the special assessment. Further, Schoolcare has not articulated an appropriate amount for an injunction bond and concedes that "such a bond would not protect the SchoolCare risk pool[.]" Index #39 ¶ 64. Therefore, the court will not require the plaintiffs to post an injunction bond.

CONCLUSION

Based on the *Mottolo* factors, a finding that any responsibility for the assessment will be adjudicated hereinafter and that equity currently warrants preservation of the *status quo*, the court GRANTS the plaintiff's request for a preliminary injunction. See Index #30. On a preliminary basis, the court Orders:

The Defendant, New Hampshire School Health Care Coalition d/b/a SchoolCare ("SchoolCare"), is preliminarily restrained and enjoined from ceasing to pay covered healthcare claims of Dover employees, spouses, dependents, and retirees, so as long as the contractual premiums for the 2025-2026 coverage year are paid. SchoolCare is further preliminarily ordered and enjoined to continue promptly paying covered healthcare claims of Dover employees, spouses, dependents, and retirees in the ordinary course. SchoolCare shall do all acts necessary to ensure that its third-party administrator, Cigna, and any and all insurers of retirees through plans procured by SchoolCare as sponsor, continue processing and timely/promptly paying claims of any individual covered under the Dover School District's SchoolCare plans.

This Preliminary Injunction shall remain in effect until further order of the court.

The plaintiffs have demonstrated good cause within the meaning of N.H. Super. Ct. R. 48(c) for not posting an injunction bond.

So Ordered.

April 30, 2026



Honorable John A. Curran
Associate Justice