



1. Defendant SHELI KIPP will desist and refrain from:
  - a. Providing women's health services, directly or indirectly, for SPECIAL HEALTH RESOURCES FOR TEXAS, INC. D/B/A "WOMAN AND CHILD HEALTH CENTER OF LONGVIEW" in conjunction with others employed by or affiliated with Family Circle of Care, Wellness Pointe, Diagnostic Clinic of Longview, or Trinity Clinic, within a twenty (20) mile radius of Zeid Women's Health Center, LTD's Longview, Texas location.
  
2. Defendant MARY BETH SMITH will desist and refrain from:
  - a. Providing women's health services, directly or indirectly, for SPECIAL HEALTH RESOURCES FOR TEXAS, INC. D/B/A "WOMAN AND CHILD HEALTH CENTER OF LONGVIEW" in conjunction with others employed by or affiliated with Family Circle of Care, Wellness Pointe, Diagnostic Clinic of Longview, or Trinity Clinic, within a twenty (20) mile radius of Zeid Women's Health Center, LTD's Longview, Texas location.
  
3. Defendant, TAMARA LITTLE, will desist and refrain from:
  - a. Providing women's health services, directly or indirectly, for SPECIAL HEALTH RESOURCES FOR TEXAS, INC. D/B/A "WOMAN AND CHILD HEALTH CENTER OF LONGVIEW" in conjunction with others employed by or affiliated with Family Circle of Care, Wellness Pointe, Diagnostic Clinic of Longview, or Trinity Clinic, within a twenty (20) mile radius of Zeid Women's Health Center, LTD's Longview, Texas location.
  
4. Defendant, RIKKI SANDVIK, will desist and refrain from:
  - a. Providing women's health services, directly or indirectly, for SPECIAL HEALTH RESOURCES FOR TEXAS, INC. D/B/A "WOMAN AND CHILD HEALTH CENTER OF LONGVIEW" in conjunction with others employed by or affiliated with Family Circle of Care, Wellness Pointe, Diagnostic Clinic of Longview, or



Trinity Clinic, within a twenty (20) mile radius of Zeid Women's Health Center, LTD's Longview, Texas location.

5. Defendant ESTELA TORRES, will desist and refrain from:
  - a. Providing women's health services, directly or indirectly, for SPECIAL HEALTH RESOURCES FOR TEXAS, INC. D/B/A "WOMAN AND CHILD HEALTH CENTER OF LONGVIEW" in conjunction with others employed by or affiliated with Family Circle of Care, Wellness Pointe, Diagnostic Clinic of Longview, or Trinity Clinic, within a twenty (20) mile radius of Zeid Women's Health Center, LTD's Longview, Texas location.

The Court further finds from the facts and evidence set forth in the Plaintiff's Application and evidence admitted for consideration at the hearing on this matter, that unless said Defendants are immediately enjoined as described above, Plaintiff will suffer immediate and irreparable harm, for which there is no adequate remedy at law, and that injunctive relief is warranted in the case. Specifically, the court finds:

- a. ZEID entered into multiple valid and enforceable contracts of employment ("AGREEMENT(S)") with the following individuals, effective on the following dates:
  - MARY BETH SMITH – Nurse Midwife – March 1, 2018
  - SHELI KIPP – Nurse Practitioner – March 1, 2018
  - RIKKI SANDVIK – Nurse Practitioner – March 1, 2018
  - TAMARA LITTLE – Nurse Midwife – August 1, 2018
  - ESTELLA TORRES – Nurse Practitioner – March 1, 2018
- b. Each AGREEMENT contains: (1) an exclusivity of employment provision (§1.c); (2) a term provision (4.¶.a); (3) a ninety (90) day written notice of termination



provision (§4.b.); in addition to compensation, the Agreement provides consideration in the form of “Vacation” (§3.a.) and “Professional Leave Time” (§3.b.) ; (3) a covenant not to compete; and (4) an acknowledgment of receipt of training, confidential information and trade secrets of ZEID as consideration for the covenant not to compete. The term of each AGREEMENT is for a period of one (1) year from the effective date with automatic renewal unless terminated per the terms of the agreement.

- c. The “exclusivity” provision under paragraph 1(c) of the AGREEMENT states: “Employee agrees to devote Employee’s entire professional time and best efforts in the performance of Employee’s duties...for ZEID WOMEN’S HEALTH CENTER, LTD. . . . Employee shall not...directly or indirectly, engage in any professional business activity related to the practice of obstetrics/gynecology (“OB/GYN”) outside auspices of ZEID WOMEN’S HEALTH CENTER, LTD.” (See, Zeid Declaration, Exhibit A1-4, §1.c.).
- d. The “Term” provision under paragraph 4 of the AGREEMENT states: “This Agreement shall be effective as of March 1, 2018, for an initial twelve (12) month term (the “Initial Term”) unless terminated earlier in accordance with this Agreement. Thereafter, this Agreement shall renew automatically for successive terms of one (1) year under the same terms and conditions, or unless sooner terminated as set forth in this Agreement.” (See, Zeid Declaration, Exhibit A1-4, §4.a.).
- e. The relevant termination provision under paragraph 4 of the AGREEMENT states: “After the initial probation period (as set forth below), either party may terminate



this Agreement upon ninety (90) days' written notice to the other party for any reason whatsoever." (See, Zeid Declaration, Exhibit A1-4, ¶4.b.).

- f. The "Covenant Not to Compete" section under paragraph 5 of the AGREEMENT states in pertinent part: "Employee will not engage in providing womens' health services (including OB/GYN services), either directly or indirectly. . . in conjunction with others . . . (i) for a period of (1) year from such expiration or the effective date of such termination of this Agreement, as the case may be, (ii) at Family Circle of Care, Wellness Pointe, Diagnostic Clinic of Longview, Trinity Clinic...; within a twenty (20) mile radius of Employee's primary clinic location..." (See for example Zeid Declaration, Exhibit A1, ¶5.a.). The express language of the "Covenant Not to Compete" is to prohibit employees whom ZEID has invested training, services, trade secrets and confidential information from engaging in providing womens' health services directly or indirectly, actively or silently, under contract or otherwise, whether or not for compensation, as an employee, owner, independent contractor, partner, agent, stockholder, director or otherwise, in conjunction with others nor in employee's own account for a period of one (1) year with respect to the following clinics: Diagnostic Clinic of Longview, Trinity Clinic or any of their successors or assigns. This expressly agreed to restriction on employment is limited geographically to a twenty (20) mile radius of ZEID's primary clinic location in Longview, Texas.
- g. The Employment Agreement contains mutual non-illusory promises between ZEID and the employee. Each party to the Employment Agreement promises to give 90 days written notice to the other before terminating the Employment Agreement.



Further, ZEID promised to provide training, services, trade secrets and confidential information of ZEID in exchange for a promise from SMITH, KIPP, SANDVIK, LITTLE and TORRES to agree to the “Covenant Not to Compete.”

- h. The AGREEMENT further states:
    - o “In addition to any rights or remedies available to ZEID for breach of any prohibition contained in this covenant not to compete, ZEID shall be entitled to enforcement by any remedy of injunction or ancillary relief as well as for damages...” (See, Zeid Declaration, Exhibit A1-4, ¶5.e.);”
    - o “Employee further agrees to waive any bond for the enforcement of this covenant not to compete through temporary restraining order, injunction, or other equitable relief.” (See, Zeid Declaration, Exhibit A1-4, ¶5.e.);” and
  - i. “Employee has carefully read and considered all provisions of this Article 5, and, having done so, agrees that the restrictions set forth in this Article 5, including but not limited to, the time period of the restriction, and the geographical areas of restriction set forth...are fair and reasonable and are reasonably required for the protection of the interests of ZEID.” (See, Zeid Declaration, Exhibit A1-4, ¶5.f).
- SPECIAL HEALTH RESOURCES FOR TEXAS, INC. d/b/a “Woman and Child Health Center (“SHRT”), is a Federally Qualified Health Center (“FQHC”), which qualifies for federal funding for enhanced reimbursement from Medicare and Medicaid. ZEID and SHRT maintained an agreement for the provision of professional health services to patients under the Public Health Services Act (“PHSA”) [42 U.S.C. 254(c)]. Beginning in April of 2016, ZEID coordinated with SHRT to provide professional health services to patients qualified under the PHSA.



These services were provided in Longview at 402 N 7<sup>th</sup> Street, Longview, Gregg County, Texas; and 705 East Marshall Ave., Suite 3000, Longview, Texas. The enforcement of the covenant not to compete does not arise out of, nor is it subject to any provision of the agreement between SHRT and ZEID. (*See*, Zeid Declaration, ¶12).

- j. On February 22, 2018, SMITH, KIPP and SANDVIK provided a written notice of “resignation” of employment from ZEID. Each notice was dated February 22, 2019, and located inside a SHRT envelope. Each notice stated the resignation from employment would be effective 30 days from February 22, 2019. (*See*, Zeid Declaration, Exhibit B1-3, Notices of Resignation). This “notice” of resignation had the effect of terminating each employee’s employment with ZEID, and failed to comply with the terms of the Agreement to provide ninety (90) days written notice.
- k. On February 25, 2019, ZEID accepted the resignations of the employees and provided 30 days pay in lieu of working at ZEID. That same day, at 10:09 a.m., SMITH posted a Facebook post informing patients and co-workers at ZEID that along with KIPP and SANDVIK they were now employed by SHRT, “taking a leap of faith,” and “still seeing patients today!” (Zeid Declaration, Exhibit C1, Facebook Post). SMITH, KIPP and SANDVIK can be seen standing in front of SHRT’s “Woman and Child Health Center of Longview” signage. (*See*, Zeid Declaration, Exhibit A1-4; ¶5.a-d).
- l. The likely impact of this conduct in violation of the AGREEMENT has been immediate, harmful and irreparable. Following the departure of SMITH, KIPP and



SANDVIK, other employees were solicited by SMITH, KIPP and SANDVIK and are now employed by SHRT, including LITTLE and TORRES. In total, including SMITH, KIPP, SANDVIK, and LITTLE eleven (11) employees departed ZEID employment for SHRT. Further, ZEID has likely suffered and will continue suffer economic harm. Dr. Yasser Zeid testified that ZEID has suffered a reduction in clinical patient volume of a significant percentage, roughly twenty-five to thirty percent, as well as harm to goodwill established by ZEID in its local location as a result of patient confusion and frustration over rescheduling, the diversion of patients to SHRT, and/or the publicity posted by certain defendants on social media as referenced below.

- m. The departure from ZEID of this number of employees in such a short period of time has likely caused a major disruption in the provision of professional health services to patients of ZEID. In addition to the solicitation of employees, Facebook posts demonstrate likely harm from the violation of the restrictive covenant not to compete between ZEID and SMITH, KIPP, SANDVIK, LITTLE and TORRES. [(Zeid Declaration, Exhibit C2 – Comments to February 25, 2019 Sheli Kipp Facebook Post)(“I guess I better tell all my friends now you moved;” Exhibit C3 – “I just confirmed my appointment with you at your new location after your message so I’ll see ya!;” “So you’re saying I need to call my Insurance and change my Women’s health provider?”)]. This same day, SMITH, KIPP and SANDVIK began seeing patients formerly treated at ZEID at SHRT’s location on 7<sup>th</sup> Street. (*See*, Zeid Declaration, ¶16).
- n. The same week in which employees and patients of ZEID were solicited, the





signage on the SHRT building located at 402 N 7<sup>th</sup> Street was changed to remove “in collaboration with Zeid Women’s Health Center.” (See, Zeid Declaration, Exhibit D1 and D2).

- o. SMITH, KIPP, SANDVIK, LITTLE, and TORRES are engaging in providing womens’ health services directly or indirectly, actively or silently, under contract or otherwise, whether or not for compensation, as an employee, owner, independent contractor, partner, agent, stockholder, director or otherwise, in conjunction with Diagnostic Clinic of Longview and Trinity Clinic, as well as on behalf of SMITH, KIPP, SANDVIK, LITTLE, TORRES and SHRT. This conduct is likely in breach of the “Covenant Not to Compete” contained in the Agreement between the employees and ZEID.

The conduct of SMITH, KIPP, SANDVIK, LITTLE and TORRES recited above has likely caused and continues to cause immediate and irreparable harm to ZEID in that current patients of Zeid have been diverted from ZEID and are being provided healthcare by these former employees in violation of the “Covenant not to Compete.”

It further appears from the facts and evidence set forth in the Application and evidence admitted for consideration at the hearing on this matter that Zeid has a probable right to the relief sought, that a temporary injunction prohibiting Defendants from the above described acts is reasonable under the circumstances, and that Plaintiff will suffer immediate and irreparable injury, loss and damage should this injunction not be in place.

IT IS FURTHER ORDERED that the Clerk of the Court shall forthwith issue a writ of Temporary Injunction in conformity with the law and terms of this Order, Zeid has previously executed and filed with the Clerk of Court a bond in conformity with the law in the amount of



\$2500.00, which is deemed sufficient. Once effective, this Order shall remain in full force and effect until a final Judgment in the trial of this matter.

The Court ORDERS a final trial in this matter to begin on May 11, 2020  
9:00 a.m., 2019 at

SIGNED on April 3, 2019, 2019.

*Alfonso Charles*

Judge Presiding

Approved as to form only:

**FOR PLAINTIFF:**

/s/ Gregory P. Love  
Gregory P. Love  
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Henderson TX 75652  
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[greg@lovetrialfirm.com](mailto:greg@lovetrialfirm.com)

**FOR SHELI KIPP, MARY BETH SMITH, TAMARA LITTLE, RIKKI SANDVIK, and ESTELA TORRES:**

/s/ Brett F. Miller  
Bruce A. Smith  
State Bar No. 18542800  
Wesley Hill  
Tex. Bar. No. 24032294  
Brett F. Miller  
State Bar No. 24065750  
WARD, SMITH & HILL, PLLC  
P.O. Box 1231  
Longview, TX 75606  
Tel: (903) 757-6400  
Fax: (903) 757-2323

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS COUNTY OF GREGG  
I hereby certify that the above, consisting of 10  
pages, is a true and correct copy of the original  
record on file in the District Clerk's Office of  
Gregg County, Texas  
This 24<sup>th</sup> day of May, 20 19  
TREY HATTAWAY, DISTRICT CLERK  
BY: Elisha Calhoun, Deputy