

CAUSE NO. D-1-GN-25-011050

SERVICE EXCELLENCE TRAINING,  
LLC,  
*Plaintiff,*

v.

KERRY WEBB,  
*Defendant.*

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IN THE DISTRICT COURT

201ST JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

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AGREED ORDER GRANTING TEMPORARY INJUNCTION

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On this date, the Court considered the Application for Temporary Injunction filed by SERVICE EXCELLENCE TRAINING, LLC (“Plaintiff”) against KERRY WEBB (“Defendant”).

Having considered the pleadings and the agreement of the parties as evidenced by the signatures of counsel herein, the Court finds that Plaintiff has demonstrated a probable right to relief and a probable, imminent, and irreparable injury in the absence of this injunction in showing the following:

1. Plaintiff employed Defendant for several years until Defendant’s employment was terminated by Plaintiff on or about December 4, 2025;
2. In connection with his employment, Plaintiff and Defendant executed agreements that preclude Defendant from soliciting Plaintiff’s customers or former customers, interfering with Plaintiff’s business relationship with its customers, sharing or utilizing Plaintiff’s confidential information, disparaging Plaintiff, or assisting, cooperating or encouraging any third party to do the foregoing;
3. Plaintiff and Defendant agreed that a violation of their agreements would cause Plaintiff irreparable injury that cannot be adequately compensated by monetary damages alone, and that Plaintiff would be entitled to injunctive relief;
4. While still employed by Plaintiff, Defendant allegedly planned and structured a competing coaching business, identified current

customers of Plaintiff's that he expected to transition to his new venture, acknowledged that he was prohibited from soliciting Plaintiff's customers but actively developed a strategy to circumvent his contractual obligations with Plaintiff using third parties, discussed replicating Plaintiff's proprietary tools, frameworks, information, and training systems as part of his new business, coordinated compensation, ownership and revenue structures for the competing entity, outlined a public launch timeline for the new program while still employed with Plaintiff, and collaborated with a marketing partner to jointly redirect Plaintiff's customers and revenue. One or more of these customers has already terminated its relationship with Plaintiff;

5. Plaintiff further asserts that Defendant has taken affirmative steps necessary to launch the competing business on or about January 1, 2026 including forming the competing business, obtaining a tax identification number, and opening a bank account, and that Defendant has expressed a desire to begin operating the competing business effective January 1, 2026.

6. If the Court does not issue this temporary injunction, Plaintiff will be irreparably injured because to the extent Defendant has already recruited several of Plaintiff's customers utilizing Plaintiff's confidential and proprietary information and has expressed a desire and intent to continue doing so, and once Plaintiff's confidential or proprietary information is released—especially if released on an internet-based website—this information cannot be retracted, and will damage Plaintiff's business by providing information to competing entities that is not widely known or available to the public which provides Plaintiff a competitive edge which will be irreparably lost. The Court finds that such damages are imminent and would be irreparable if Defendant is permitted to proceed with a competing business, and that there is no adequate remedy at law for such losses. Such losses would tend to render a judgment in this action ineffectual but for this injunction.

The Court therefore finds Defendant Kerry Webb should be enjoined as allowed by TRCP 680-684 and the Texas Civil Practice & Remedies Code § 65.011, that all prerequisites to injunctive relief have been pled and met, and that no other remedy will fully and adequately

preserve Plaintiff's rights and protect Plaintiff from the imminent risk of harm if Defendant is not so enjoined.

Therefore, by this order, the Court does the following:

1. Restrains Defendant KERRY WEBB from engaging in any business relationship, directly or indirectly, with Ten Peaks Media, LLC (doing business under the assumed name Hero Marketing Agency, LLC) or any of its members, employees, subsidiaries or affiliates;
2. Restrains Defendant KERRY WEBB from using, sharing, disseminating, posting, or facilitating, or encouraging others to use, share, disseminate, or post, directly or indirectly, any of Plaintiff's confidential or proprietary information or anything based in whole or in part on Plaintiff's confidential or proprietary information as such is defined in the Non-Solicitation Agreement or the Nondisclosure and Work Assignment Agreement;
3. Orders Defendant KERRY WEBB to return to Plaintiff, without keeping or maintaining any copy or copies of any kind or format, all of Plaintiff's confidential information, regardless of the format in which such confidential information is maintained, including but not limited to any work product created or developed by Defendant during the course of his employment with Plaintiff, pricing lists, videos, coaching sessions, training materials, customer lists, "six week sprint" type materials developed by Defendant during the time of his employment with Plaintiff whether created for Plaintiff or any other person or entity, and curricula developed by Defendant based in whole or in part on Plaintiff's Confidential or proprietary information;
4. Restrains Defendant KERRY WEBB from communicating in any way, or facilitating or encouraging others to communicate in any way, directly or indirectly, with Plaintiff's current or former customers or clients;
5. Restrains Defendant KERRY WEBB from communicating in any way, or facilitating or encouraging others to communicate in any way, directly or indirectly, with Plaintiff's current employees;

6. Restrains Defendant KERRY WEBB from receiving any payment of any kind, directly or indirectly, from any of Plaintiff's current or former customers or clients. In the event such funds are received, Defendant KERRY WEBB shall deposit such funds into the Court's registry pending the outcome of this lawsuit;

7. Restrains Defendant KERRY WEBB from making, publishing, communicating, or posting on social media or any internet site, any disparaging remark relating to Plaintiff (excepting statements made privately and with a legally recognized privilege), or facilitating or encouraging others to do so.

This Temporary Injunction is granted with notice to counsel for all Parties.

IT IS FURTHER ORDERED that a final trial on the merits for this matter is set for July 6, 2026.

It is FURTHER ORDERED Plaintiffs shall be required to post a bond or make a cash payment in lieu of bond in the amount indicated below:

- \$100.00 as agreed by the parties; or
- \$\_\_\_\_\_ as determined by the Court.

The cash payment shall be made to the registry of the Court, in care of the Travis County District Clerk. Upon receipt of the cash payment, the Clerk shall issue a writ of injunction in conformance with the law and the terms of this Order;

This Temporary Injunction shall be effective from the date of entry of this order and shall expire the earlier of the following unless terminated or extended by order of the Court or agreement of the parties (a) December 15, 2026, or (b) upon commencement of the trial on the merits in this matter.

SIGNED on December 23, 2025, at 4:32 ~~am~~/p.m.

  
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PRESIDING JUDGE

AGREED TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

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