



3. Plaintiff SERVICE EXCELLENCE TRAINING, LLC is a limited liability company doing business in Hays County, Texas at its principle place of business located at 142 Cimarron Park Loop, Suite E, Buda, Texas 78610.

4. Defendant KERRY WEBB is an individual resident of Texas, and may be served with process in Denton County at 2039 Meadows Avenue, Lantana, Texas, 76226 or wherever he may be found. **Issuance of citation upon Defendant Kerry Webb is requested at this time.**

#### **JURISDICTION AND VENUE**

5. The Court has subject matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements. Venue is appropriate in Travis County, Texas because this is a suit for breach of a written contract between the parties which provides for exclusive jurisdiction and venue in this county.

#### **FACTS**

6. Plaintiff Service Excellence is a Texas limited liability company that provides business coaching and training to residential home services companies (Service Excellence's "*Clients*") to help them grow their companies and improve services to customers.

7. Each of Service Excellence's Clients is assigned to a Lead Coach to ensure that the Client develops a strong relationship with Service Excellence.

8. Plaintiff employed Defendant Kerry Webb as one of its coaches from November 2016 until December 2025, when his employment was terminated for cause.

9. At all times relevant hereto, Webb was a full-time at-will employee subject to a Non-Solicitation Agreement and a Nondisclosure and Work Assignment Agreement executed by Webb. In addition, Webb executed an Acknowledgment of receipt of Plaintiff's Employee Handbook in 2019, which includes policies relating to employee conduct, confidentiality, use of

company resources, conflicts of interest, outside employment, electronic systems, and protection of company information.

**The Non-Solicitation Agreement**

10. The Non-Solicitation Agreement provides that Webb “shall not in any way directly or indirectly, call upon, solicit, respond to, advise or otherwise do or attempt to do business, with any then-existing or Past customer or licensee of [Plaintiff] or any affiliate of [Plaintiff] or otherwise to take away or attempt to interfere with any then-existing or Past customer, licensee, trade, business or patronage of [Plaintiff] or any affiliate, or assist, cooperate or encourage any third party to do any of the foregoing” during his employment with Plaintiff or for a period of twelve (12) months thereafter.

11. Moreover, the Non-Solicitation Agreement provides that Webb “shall not divulge, furnish or make accessible to anyone or use directly or indirectly to the detriment of [Plaintiff] in any way any Confidential Information...of [Plaintiff] which [Webb] has acquired or become acquainted with during the term of his employment by [Plaintiff] or any time thereafter, whether developed by himself or by others...” Confidential Information is defined broadly in the Non-Solicitation Agreement to include “all information, regardless of its form or format, about the [Plaintiff], its customers and employees that is not readily accessible to the public and not a matter of common knowledge in the [Plaintiff]’s business trade or industry and that is disclosed to or learned by [Webb] as a direct or indirect consequence of or through [Webb]’s employment with the [Plaintiff].” Importantly, Confidential Information specifically includes “information about [Plaintiff]’s technology, finances, business methods, plans, operations, services, products and processes...sales plans; sales records; sales literature; customer lists and files...pricing strategies;

price lists; sales or licensing terms and conditions; consulting sources; supply and service sources; procedure or policy manuals...”

12. The Non-Solicitation Agreement further contains an acknowledgement and agreement that a breach of the Non-Solicitation Agreement “may cause the [Plaintiff] irreparable injury that cannot adequately be compensated by monetary damages alone,” that Plaintiff would be “entitled to equitable relief by preliminary and permanent injunction or otherwise,” and that “any and all proceeds, funds, payments and proprietary interests, of every kind and description, arising from, or attributable to, such breach shall be the sole and exclusive property of [Plaintiff]” and that Plaintiff would be “entitled to recover any additional actual damages incurred as a result of such breach.”

13. The Non-Solicitation Agreement provides for the application of Texas law and provides for exclusive jurisdiction and venue in “a state or federal court located in Travis County, Texas.”

14. Finally, the Non-Solicitation Agreement provides that [Plaintiff] would be entitled to recover reasonable attorneys’ fees should it prevail in “any action at law or in equity, including any action for declaratory or injunctive relief...to enforce or interpret the provisions of [the Non-Solicitation Agreement].”

#### **The Nondisclosure and Work Assignment Agreement**

15. In addition, Webb duly executed a Nondisclosure and Work Assignment Agreement (the “*Nondisclosure Agreement*”) in connection with his employment with Plaintiff.

16. The Nondisclosure Agreement obligates Webb to “devote his or her full working time...to the business of [Plaintiff]” and precludes him from “directly or indirectly compet[ing]” with Plaintiff either on his own behalf or on behalf of any third party, or from “engag[ing] in any

business which is competitive with that of the [Plaintiff] or accept employment with or tender services to a competitor as a director, officer, agent, employee or consultant.”

17. The Nondisclosure Agreement further makes all of Webb’s work product during his employment the sole and exclusive property of Plaintiff.

18. The Nondisclosure Agreement also acknowledges that, as part of his employment, Webb would have access to Plaintiff’s Confidential Information (as defined therein). Webb agreed in the Nondisclosure Agreement “not to provide the names of customers of the [Plaintiff] to any other person, firm, partnership, corporation or association,” to “maintain the secrecy of the computer programs and the associated materials which may accompany them,” and to refrain from “divulg[ing], furnish[ing] or mak[ing] accessible to anyone or use directly or indirectly to the detriment of [Plaintiff] in any way any Confidential Information of [Plaintiff] which [Webb] has acquired or become acquainted with during the term of his employment” or any time thereafter, and to return any Confidential Information upon leaving Plaintiff’s employment.

19. Finally, the Nondisclosure Agreement acknowledges the absence of an adequate remedy at law for breach of the agreement and provides for injunctive relief to “prevent the breach thereof.”

### **The Settlement Agreement**

20. In or around July 2025, Plaintiff discovered that during Webb’s employment, Webb was soliciting Plaintiff’s Clients through an entity that he had created called “Peak Leadership Consulting” in direct violation of his Non-Solicitation Agreement and Nondisclosure Agreement. Webb later admitted to this activity.

21. In lieu of termination, Plaintiff and Webb executed a Settlement Agreement on July 16, 2025, whereby Plaintiff agreed not to terminate Webb's employment and in exchange, Webb agreed to certain agreements and conditions upon his employment.

22. The Settlement Agreement provides that the terms of the Non-Solicitation Agreement and the Non-Disclosure and Work Assignment Agreement would remain in full force and effect.

23. The Settlement Agreement further includes a Non-Disparagement provision precluding Webb from making, publishing or communicating any "defamatory or disparaging remarks, comments, or statements concerning any member of [Plaintiff] or its businesses, or any of its employees, officers, managers, or members."

24. The Settlement Agreement includes a choice of law provision requiring the application of Texas law to "all matters arising out of or relating to th[e Settlement] Agreement and [Webb]'s employment or termination of employment..." and providing for the mandatory jurisdiction of claims or disputes Travis County, Texas.

25. Plaintiff has fully performed its obligations under the Settlement Agreement.

**Webb's Post-Settlement Agreement Conduct**

26. Unbeknownst to Plaintiff, Webb continued to violate the terms of all three agreements. Specifically, Webb utilized Plaintiff's computer equipment and videoconferencing account to communicate with representatives of Ten Peaks Media, LLC (doing business under the assumed name Hero Marketing Agency, LLC) ("**Hero**") to establish three more competing businesses, solicit Plaintiff's Clients for the competing business, and conspire to copy and use Plaintiff's intellectual property. These conversations were held while Webb was on company time working for Plaintiff.

27. Webb and Hero discussed establishing three businesses: BGS (a nonprofit), Hero Academy (a for profit entity) and Live Better Now (a nonprofit). In order to develop a new standard curriculum for the “new” coaching business, Webb and Hero conspired to copy and use Service Excellence’s intellectual property. For example, Webb utilized Plaintiff’s confidential information about Plaintiff’s new business model when describing his new business to one of Plaintiff’s Clients, evidencing that he was using Plaintiff’s business development plans to compete directly with Plaintiff via the new business. Webb was tasked with developing content for the new business model while employed with Plaintiff, and therefore had access not only to the general strategic modeling plan but also to the proprietary content needed to implement it. Webb described recreating Service Excellence’s “Business Scorecard,” “Tech Scorecard,” “sales and CSR Scorecards,” “Profit Tracker,” “True Break-Even Calculator,” “Gross Margin Calculator,” and “Pricing Books for Service and Install” and, utilizing Plaintiff’s intellectual property as a guide, developed a plan for Integrated Service Offerings, Client Transition Strategies (Service Excellence Clients), Shared Revenue Model, Messaging Sequences to Clients, and Public Announcements for the new businesses. Given Webb’s extensive utilization of Plaintiff’s confidential and proprietary information, Plaintiff believes that Webb may have retained the content he developed for Plaintiff’s new business model and/or shared it with others to be utilized for his “new” business.

28. Moreover, Webb utilized proprietary information gained from one of Plaintiff’s Clients to develop a competing business model. Webb was privy to the Client’s proprietary business model development because he was part of Plaintiff’s trusted leadership team. Webb knew that this information was proprietary and confidential, and used the Client’s confidential and proprietary information to develop a competing business in violation of his Non-Solicitation Agreement, which defines “Confidential Information” to include “information...not readily

accessible to the public and not a matter of common knowledge...about [Plaintiff]...or any of its ... clients.” In fact, one of Hero’s employees requested access to Plaintiff’s Dropbox files, which contain proprietary and Confidential Information. Although this person was not granted access, the request reflects the brazen attempts by and on behalf of Webb to facilitate providing Confidential Information to a competing business.

29. Hero’s representatives were actually aware that Webb had a non-solicitation agreement and, together, they devised what they apparently thought was an end-around. Webb acknowledged that he couldn’t call the clients directly and said that the Hero representatives would have to make the calls to Clients. He disclosed to Hero the names of four of Plaintiff’s Clients and informed Hero that they would have to “work them.” The Hero representatives told Webb that Hero would adjust those clients’ budgets to include “coaching” and would tell the Clients that they would be “staying with Kerry [Webb].” These communications reflect that Webb was aware of the terms of his agreements with Plaintiff, that he intended to facilitate and actually facilitated providing Plaintiff’s Confidential Information to a competing business, and worked with the competing business to interfere with Plaintiff’s relationships with its Clients and induce the Clients to leave Plaintiff and join the competing business.

30. Moreover, Webb communicated directly with Plaintiff’s Clients regarding these new businesses. He told the Clients that he was partnering with Hero, that he would be “coaching their clients who need manager coaching,” that Hero had “called any of [Plaintiff’s] clients who were interested and sent them a contract.” When the Client asked Webb whether Webb would be subject to “penalties for stealing,” Webb admitted telling Hero “exactly what [Plaintiff’s Clients] are paying now, what their new rate would be, [and] what their loyalty discount would be.” He told at least one Client that he had a non-solicitation agreement “[w]hich means I cannot ask

[Plaintiff's] clients to come with me" but that if "[a]ny of them, if they give notice by December 1, they could come with me January 1 if they want." He told another Client that he had already confirmed six Clients that would be moving to the new business with him, and that with those Clients he could "increase my income about 50% of what I make right now." These (and numerous other) communications reflect that Webb communicated directly with Plaintiff's Clients about his departure while suggesting that they could "come with" him to his new business.

31. Further, Webb engaged in gratuitous comments to Plaintiff's Clients designed to harm Plaintiff's business, complained about his pay structure with Plaintiff, and disparaged Plaintiff and its members and officers in order to encourage the Clients to terminate their relationship with Plaintiff in favor of joining Webb's competing business.

32. Webb's interference with Plaintiff's Clients has likely expanded beyond the Clients of which Plaintiff is aware. Webb informed Hero that he had already spoken to "5 bigger [Clients]" and discussed transitioning nine Clients away from Plaintiff with plans to target 40 or 50 customers with the new company.

33. Webb told at least one of Plaintiff's Clients that he had already formed the new business, obtained a tax identification number, and opened a bank account, stating that he would provide "very similar types of training" to Plaintiff and although he was "not supposed to try to get [his] clients to leave" and couldn't recruit them directly, they could "sign up" with a third party and pay them, and then "she will shift those funds over to my organization once a month." Webb advised this Client to be "very vague" when questioned by Plaintiff and coached the client on what to say when terminating its relationship with Plaintiff. He also told at least one Client that their "your costs will go down" when they transition to his new business, stating that "[o]ur plan is to launch this January 1<sup>st</sup>."

34. In short, Webb planned and structured a competing coaching business while still employed with Plaintiff, identified current clients of Plaintiff's that he expected to transition to his new venture, acknowledged that he was prohibited from soliciting Plaintiff's clients but actively developed a strategy to attempt to circumvent his Non-Solicitation Agreement and Nondisclosure Agreement (as well as the Settlement Agreement) using third parties, discussed replicating Plaintiff's proprietary tools, frameworks, and training systems as part of the 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 clients and revenue.

35. Moreover, upon information and belief, Webb continued working with one of Plaintiff's former Clients after the Client's departure from Plaintiff's services, provided Plaintiff's proprietary information directly to the Client via Webb's company email and was receiving payments directly from that Client while employed with Plaintiff, in direct violation of the Non-Solicitation Agreement which precludes Webb from "in any way directly or indirectly...do[ing] or attempt[ing] to do business, with any then-existing or Past customer or licensee of [Plaintiff]..."

36. In addition, Webb began utilizing the company email provided to him by Plaintiff to send emails containing a signature block referencing him as "CCO and President" of "Business Growth Solutions," an organization not affiliated in any way with Plaintiff. This signature block included Webb's email address for "Business Growth Solutions."

37. In or around November 13, 2025, Webb submitted an email to Plaintiff providing formal written notice of his resignation with Service Excellence. Shortly thereafter, several of Plaintiff's Clients submitted cancellations of their relationship with Plaintiff. Many of these cancelling Clients were those that had been assigned to Webb for coaching or otherwise had

relationships with Webb, prompting Plaintiff to become concerned about the reason for the cancellations. Plaintiff began to conduct an internal review of Webb's conduct while employed with Plaintiff, and uncovered Webb's numerous violations of the Non-Solicitation Agreement, the Nondisclosure Agreement, and the Settlement Agreement.

38. On or about December 4, 2025, Plaintiff terminated Webb's employment at will for cause, effective immediately.

39. Upon information and belief, Webb's breaches have been going on for approximately a year. During this time period, Hero planned a public announcement for January 2026. Hero's website reflected Webb as a part of its team. When Plaintiff learned of Webb's actions, it sent correspondence (the "***Cease and Desist Letters***") on December 9, 2025 to both Webb and to Hero demanding that both cease and desist from all activities constituting a breach, inducement, encouragement, or benefit from a breach of the Non-Solicitation Agreement. Shortly after the Cease and Desist Letters were sent, Hero edited its website to remove the reference to Webb.

### **COUNT 1 – BREACH OF CONTRACT**

40. Plaintiff incorporates the foregoing Paragraphs 1-39 as if fully re-stated herein.

41. Plaintiff and Defendant executed and entered into valid and enforceable contracts (the Non-Solicitation Agreement, the Nondisclosure Agreement, and the Settlement Agreement, collectively referred to herein as the "***Contracts***") governing their relationship. Pursuant to those Contracts, Defendant agreed, *inter alia*, not to solicit Plaintiff's Clients, interfere with Plaintiff's business relationships, compete with Plaintiff's business, disclose Plaintiff's or Clients' Confidential Information, or disparage Plaintiff or its affiliates, and further agreed to return all of Plaintiff's Confidential Information upon leaving his employment with Plaintiff.

42. Plaintiff performed all of its obligations under the Contracts or its performance was excused.

43. Defendant breached the Contracts as further described herein *supra*.

44. Defendant's breach of the Contracts caused Plaintiff to incur damages.

## **COUNT 2—**

### **APPLICATION FOR TEMPORARY RESTRAINING ORDER**

44. Plaintiff asks the Court to enter a temporary order directing Defendant to:

a. Return to Plaintiff (without keeping or maintaining any copies of any kind or format) all of Plaintiff's Confidential Information as such is defined in the Contracts.

This information would include, but is in no way 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;

b. Cease and desist from using, sharing, disseminating, posting, or facilitating, or encouraging others to use, share, disseminate, or post, any of Plaintiff's Confidential or proprietary information or anything based in whole or in part on Plaintiff's Confidential or proprietary information;

c. Cease and Desist from communicating in any way, or facilitating or encouraging others to communicate in any way, with Plaintiff's current or former Clients;

d. Cease and Desist from communicating in any way, or facilitating or encouraging others to communicate in any way, with Plaintiff's current employees;

e. Deposit all funds received or originating from any of Plaintiff's current or former Clients into the Court's registry pending the outcome of this lawsuit;

f. Refrain 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.

45. Plaintiff's application for a temporary restraining order is authorized by Texas Civil Practice & Remedies Code § 65.011(1), (3) because Plaintiff is entitled to the relief demanded and all or part of the relief requires the restraint of Defendant's actions which are prejudicial to Plaintiff, and/or Plaintiff is entitled to a writ of injunction under the principles of equity and the statutes of the State of Texas relating to injunctions.

46. It is probable that Plaintiff will recover from Defendant after a trial on the merits because Plaintiff is in possession of admissions made by Defendant which clearly establish that Defendant took the actions alleged in this pleading. Specifically, Plaintiff will be able to show through videoconferencing transcripts, emails, and various other documents that (1) Defendant communicated with Plaintiff's Clients about terminating the Clients' relationship with Plaintiff, (2) Defendant provided Plaintiff's Confidential Information to one or more competing businesses, (3) Defendant formed and promoted a competing business while employed by Plaintiff, and (4) Defendant likely received financial benefit either directly from Plaintiff's current or former Clients or indirectly through an intermediary.

47. If Plaintiff's application is not granted, harm is imminent because Defendant intends to "launch" his competing business on January 1, 2026, and admitted that he has already formed the business and set up a tax identification number and a bank account for the competing

business. In addition to the losses in revenue already sustained by the past departure of Plaintiff's Clients as a result of Defendant's actions, Defendant has expressed a desire and intent to continue recruiting Plaintiff's Clients for his new business which will cause further economic losses to Plaintiff. Moreover, Defendant has expressed an intent to continue releasing Plaintiff's confidential and proprietary information to others.

48. The harm that will result if the temporary restraining order is not issued is irreparable because 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 to competing entities information not widely known or available to the public which provides Plaintiff a competitive edge which will be lost if same is shared with competitors. Moreover, Plaintiff and Defendant have contractually agreed that violations of the parties' Contracts would result in irreparable damage.

49. Plaintiff has no adequate remedy at law because Plaintiff's damages relating to the release of confidential or proprietary information cannot be calculated, and Defendant has repeatedly complained in writing that he lacks adequate financial resources, supporting that Defendant would be unable to pay such damages.

#### **REQUEST FOR TEMPORARY INJUNCTION**

50. Plaintiff asks the Court to set its application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendant.

#### **REQUEST FOR PERMANENT INJUNCTION**

51. Plaintiff asks the Court to set its request for a permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against Defendant.

#### **ATTORNEY'S FEES**

52. Defendant is entitled to and hereby seeks an award of attorneys' fees against Plaintiff under §38.001 of the Texas Civil Practice and Remedies Code and pursuant to the terms of the parties' Contracts.

**JURY DEMAND**

53. Pursuant to Rule 216 of the TEXAS RULES OF CIVIL PROCEDURE, Defendant hereby formally makes demand and application for a trial by jury.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff asks that Defendant be cited to appear and answer and, on final trial, that Plaintiff be awarded a judgment against Defendant for the following:

- a. Temporary restraining order;
- b. Temporary injunction;
- c. Permanent injunction;
- d. Actual damages and attorneys' fees;
- e. Prejudgment and postjudgment interest;
- f. Court costs; and
- g. All other relief to which Plaintiff is entitled.

Respectfully submitted,

**DUBOIS, BRYANT & CAMPBELL, LLP**  
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**ATTORNEYS FOR PLAINTIFF**

**VERIFICATION**

STATE OF TEXAS  
HAYS COUNTY

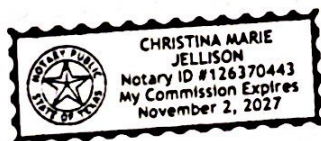
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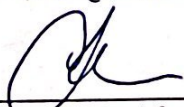
Before me, the undersigned notary, on this day personally appeared Todd Liles, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

“My name is Todd Liles. I am capable of making this verification. I have read the *Plaintiff's Original Petition and Application for Temporary Injunction*, Paragraphs 6 through 39. The facts stated in it are within my personal knowledge and are true and correct.

  
\_\_\_\_\_  
Todd Liles

Sworn to and subscribed before me by Todd Liles on December 19, 2025.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Anaise Silerio on behalf of William Rhea  
Bar No. 16807100  
asilerio@dbcllp.com  
Envelope ID: 109331303  
Filing Code Description: ORIGINAL PETITION/APPLICATION - (OCA)  
Filing Description: PLAINTIFF'S ORIGINAL PETITION & APPLICATION  
FOR TEMPORARY RESTRAINING ORDER  
Status as of 12/22/2025 2:20 PM CST

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Anaise Silerio		asilerio@dbcllp.com	12/19/2025 5:22:37 PM	SENT