

3. Planned Parenthood of Southeast Texas Surgical and Comprehensive Health Services, Inc. is a Texas corporation with its headquarters in Harris County, Texas.

4. On information and belief, Abby Johnson is a citizen and resident of Brazos County, Texas. She may be served with process at 1805 B. Woodsman, College Station, Texas, 77840.

5. On information and belief, the Brazos Valley Coalition for Life is a Texas corporation that may be served with process at 4012 East 29th Street, Bryan, Texas, 77802.

III. JURISDICTION AND VENUE

6. The Court has personal jurisdiction over Johnson because she is a citizen of Brazos County, Texas. The Court has personal jurisdiction over the Coalition for Life because it is a Texas corporation located in Brazos County, Texas. The Court has subject-matter jurisdiction over this lawsuit because the Plaintiffs seek injunctive relief.

7. Venue is proper in Brazos County because Johnson is and was a resident of Brazos County, Texas and the Coalition for Life did and does business in Brazos County Texas. TEX. CIV. PRAC. & REM. CODE ANN. §§ 65.023(a); 15.002.

IV. FACTS

8. On or about April 22, 2005, Plaintiffs hired Johnson to work at their health center in Bryan, Texas. On or about August 23, 2007, Johnson was promoted to be the Health Center Director. On August 22, 2008, she signed a revised confidentiality agreement as a condition of her continued employment (the "Confidentiality Agreement," attached hereto as Exhibit 1). That agreement prohibits Johnson from disclosing any information about medical files, individual case information, Plaintiff's regulatory activities, and any other information not generally known. The Confidentiality Agreement also provides that files must be kept in a locked file cabinet when not in use.

9. On October 2, 2009, Plaintiffs put Johnson on a performance improvement plan. Johnson was seen removing items from the Health Center on that day. On October 6, 2009, she was seen copying documents from Plaintiffs' confidential files. As the Health Center Director, Johnson had access to all the health center's confidential information. Johnson copied confidential personnel files and gave them to employees. Plaintiffs have been unable to determine what other documents she copied.

10. Johnson abruptly resigned on October 6, 2009. On information and belief, Johnson took these documents with her between October 2 and October 6. On or about October 6, Johnson met with Coalition for Life, which opposes Plaintiffs' activities.

11. Since that time, Plaintiffs have become aware that Johnson has disclosed the confidential information that she removed from Plaintiffs' offices in Bryan. A physician who works in another city but occasionally provides services at Plaintiffs' Bryan location was told by a protester for 40 days/40 nights, which is associated with the Coalition for Life, that the protester knew that the physician worked for Plaintiffs in Bryan. This was confidential information.

12. In addition, Johnson told a nurse practitioner who works for Plaintiffs that she had given the nurse practitioner's resume, with her home address and telephone number, to the Coalition for Life. This resume came from Plaintiffs' files, and it was given to the Coalition for Life without the nurse practitioner's permission.

13. The Coalition for Life has been protesting in front of the Bryan health center since September 22, 2009, as part of a 40-day protest. The 40th day of the protest will be either Saturday, October 31, 2009 or Sunday, November 1, 2009. Johnson told one of Plaintiffs'

employees that "something big" was going to happen on the 40th day. Plaintiffs believe that Johnson intends to disclose the confidential documents to the public on that day.

14. Plaintiffs' records contain sensitive confidential information, such as clients' medical records and information about doctors who provide birth control and family planning services that are opposed by Coalition for Life and other groups. Plaintiffs' files also contain information about security procedures that Plaintiffs use in transporting doctors to the Bryan Health Center. Johnson had access to all this information.

15. Plaintiffs' clients and these doctors and other service providers will be in serious danger if this information is disclosed. Plaintiffs' employees are extremely worried for their personal safety. Every service provider that works for Plaintiffs' Bryan Health Center has already been a target of the Coalition for Life in the past. If Johnson discloses information about the employees, clients, and service providers to the public, these people will be subject to protests, harassment, and perhaps physical violence from groups and individuals that oppose Plaintiffs' activities.

V. COUNT ONE: BREACH OF CONTRACT

16. Plaintiffs incorporate by reference the factual allegations in Paragraphs 1-15 as if set forth fully herein and sues Johnson for breach of the Confidentiality Agreement.

17. Johnson is and was obligated not to disclose Plaintiffs' confidential information. She was also obligated to keep files in locked cabinet when not in use.

18. Plaintiffs performed all its obligations under the Confidentiality Agreement and with respect to Johnson's employment. All conditions precedent have been performed.

19. Johnson breached the Confidentiality Agreement by making unnecessary copies of confidential files, providing them to other employees who did not have a need for them, and removing copies of the files from the Bryan Health Center.

20. Johnson will breach the Confidentiality Agreement if she discloses the copies of Plaintiffs' files to any other person or entity, including but not limited to Coalition for Life.

21. Plaintiffs have been injured by Johnson's breach of the Confidentiality Agreement because disclosure of this confidential information compromises the safety of Plaintiffs' employees, patients, and premises. Plaintiffs have also been injured because Plaintiffs' patients rely on Plaintiffs' ability to keep sensitive personal information confidential. Plaintiffs will be injured if Johnson further discloses the confidential information that she took from Plaintiffs.

22. Plaintiffs are entitled to specific performance of the contract. Plaintiffs are also entitled to injunctive relief to prevent further breaches of the confidentiality agreement. Plaintiffs are also entitled to attorneys' fees and costs.

VI. COUNT TWO: CONVERSION

23. Plaintiffs incorporate by reference the factual allegations in Paragraphs 1-22 as if set forth fully herein and sues Johnson and the Coalition for Life for conversion.

24. Plaintiffs own and have a right to possession of the records and files in its offices and all copies of those records and files.

25. Johnson wrongfully took copies of those records and files from Plaintiffs' office, in violation of the Confidentiality Agreement. Johnson did not take these copies for any employment-related purpose. On information and belief, Coalition for Life obtained or will obtain those documents and files from Johnson, knowing that they were wrongfully obtained.

26. Plaintiffs have been injured by Johnson's and the Coalition for Life's conversion of the records and files because disclosure of this confidential information compromises the safety of Plaintiffs' employees, clients, service providers, and premises and Plaintiffs' ability to do business. Plaintiffs have also been injured because Plaintiffs' clients rely on Plaintiffs' ability

to keep sensitive personal information confidential. Plaintiffs will be injured if Johnson or the Coalition for Life further discloses the confidential information that she took from Plaintiffs.

27. Plaintiffs are entitled to a judgment requiring Johnson and the Coalition for Life to return all copies of any documents and/or files, in whatever form, that she removed from Plaintiffs' offices and/or from Plaintiffs' computer system. Plaintiffs are also entitled to injunctive relief prohibiting Johnson and the Coalition for Life from further disclosure of the documents and files.

VII. COUNT THREE: TORTIOUS INTERFERENCE WITH EXISTING CONTRACT

28. Plaintiffs incorporate by reference the factual allegations in Paragraphs 1-20 as if set forth fully herein and sue the Coalition for Life for tortious interference with existing contract.

29. Plaintiffs had a valid and enforceable contract with Johnson. That contract included the Confidentiality Agreement.

30. On information and belief, the Coalition for Life willfully and intentionally interfered with that contract and is continuing to willfully and intentionally interfere with that contract by convincing Johnson to disclose confidential information that she took from Plaintiffs.

31. Plaintiffs have been injured by the Coalition for Life's tortious interference because disclosure of this confidential information compromises the safety of Plaintiffs' employees, clients, service providers, and premises and Plaintiffs' ability to do business. Plaintiffs have also been injured because Plaintiffs' clients rely on Plaintiffs' ability to keep sensitive personal information confidential. Plaintiffs will be injured if the Coalition for Life convinces Johnson to further disclose the confidential information that she took from Plaintiffs.

VIII. APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION

32. Plaintiffs incorporate by reference the factual allegations in paragraphs 1-29 as if set forth fully herein.

33. Johnson has disclosed and has threatened to further disclose Plaintiffs' confidential files and records to Coalition for Life and/or the general public as early as October 31, 2009.

34. Plaintiffs are entitled to injunctive relief pursuant to TEX. CIV. PRAC. & REM. CODE § 65.011(1). Plaintiffs are entitled to the relief requested in this Original Petition and that relief requires restraining Johnson and the Coalition for Life from further disclosing Plaintiffs' confidential information.

35. Plaintiffs are also entitled to injunctive relief pursuant to TEX. CIV. PRAC. & REM. CODE § 65.011(2) to preserve the property that is the subject of Plaintiffs' conversion claim and to prevent Johnson and the Coalition for Life from selling or giving away this property before the lawsuit is resolved.

36. Probable Right to Relief. The Confidentiality Agreement states that Johnson was not to disclose any confidential information in Plaintiffs' files. Johnson has admitted to Plaintiffs' employees that she has already disclosed some of that confidential information. She has also threatened to disclose additional information. The Coalition for Life continues to encourage Johnson to further breach this agreement. In addition, Johnson was observed taking physical files from Plaintiffs' offices. These files belong to Plaintiffs. On information and belief, the Coalition for Life has accepted some of these wrongfully-obtained physical files from Johnson.

37. Irreparable Harm. Plaintiffs will be irreparably harmed if Johnson or the Coalition for Life further discloses the files and records taken from Plaintiffs' offices. Disclosure of these files and records will compromise the safety of Plaintiffs' employees, clients, and premises. Disclosure will also compromise the safety of doctors and other service providers who work with Plaintiffs, which will impair Plaintiffs' ability to conduct its business and provide services to its clients.

38. No Adequate Remedy at Law. Plaintiffs do not have an adequate remedy at law. No monetary recovery will fully compensate Plaintiffs for the effects of disclosure, nor will a monetary recovery return Plaintiffs to the *status quo ante*.

39. Entitlement to Ex Parte Relief. To the best of Plaintiffs' knowledge, Johnson is unrepresented. Plaintiffs cannot serve Johnson or the Coalition for Life before the planned disclosure of information tomorrow or the next day. Notifying Johnson or the Coalition for Life of this Application would irreparably harm Plaintiff because Johnson and the Coalition for Life would likely disclose the confidential information before the Court could hold a hearing and issue a ruling. Plaintiffs are willing to post a bond.

40. Plaintiffs request that the Court enter a temporary restraining order. Plaintiffs also request that the Court set Plaintiffs' Application for Temporary Injunction for a hearing, and, after the hearing, enter a temporary injunction. Plaintiffs are entitled to a permanent injunction prohibiting Johnson from disclosing any of the documents, files, and/or records that she obtained from Plaintiffs' offices or computer system and from disclosing any of the information contained in those documents, files, and/or records.

IX. ATTORNEYS' FEES

41. Plaintiffs are entitled to its reasonable attorneys' fees, costs, and expenses incurred in enforcing the Confidentiality Agreement pursuant to TEX. CIV. PRAC. & REM. CODE ANN. § 38.001(8).

X. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully pray that judgment be entered in its favor, that it recover costs, that the Court issue a temporary restraining order and a permanent injunction, and for such other and further relief to which it may be justly entitled.

Respectfully submitted,

VINSON & ELKINS LLP

Dated: October 30, 2009

By: Deborah C. Milner

Shadow Sloan
Texas Bar No. 18507550
Deborah C. Milner
Texas Bar No. 24065761
VINSON & ELKINS LLP
First City Tower
1001 Fannin Street, Suite 2500
Houston, Texas 77002
Telephone: 713-758-3822
Fax: 713-615-5933

*Attorneys for Planned Parenthood of
Houston and Southeast Texas, Inc.
and Planned Parenthood of
Southeast Texas Surgical and
Comprehensive Health Services, Inc.*

NO. 09-062800-CV-85

DC RECEIVED
At 2:28 o'clock P M
OCT 30 2009
MARC HAMLIN, DIST CLERK
Brazos County, Texas
By J. Mays Deputy

PLANNED PARENTHOOD OF HOUSTON
AND SOUTHEAST TEXAS, INC. and
PLANNED PARENTHOOD OF SOUTHEAST
TEXAS SURGICAL AND COMPREHENSIVE
HEALTH SERVICES, INC.

IN THE DISTRICT COURT OF

Plaintiffs,

BRAZOS COUNTY, TEXAS

vs.

ABBY JOHNSON and the BRAZOS VALLEY
COALITION FOR LIFE,

Defendants.

DC FILED
At 3:50 o'clock P M
OCT 30 2009
MARC HAMLIN, DIST CLERK
Brazos County, Texas
By J. Mays Deputy

85th JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING

The application of Plaintiffs, Planned Parenthood of Houston and Southeast Texas, Inc. and Planned Parenthood of Southeast Texas Surgical and Comprehensive Health Services, Inc. (collectively, "Plaintiffs"), was heard today. The parties to be restrained are Abby Johnson and the Brazos Valley Coalition for Life. The Court examined the pleadings and affidavits of Plaintiffs and finds that Plaintiffs are entitled to a temporary restraining order because there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the temporary restraining order, Plaintiffs will be irreparably harmed by the disclosure of confidential information. This Order is granted *ex parte* to prevent Abby Johnson or the Brazos Valley Coalition for Life from disclosing the information immediately upon notice of a hearing.

It is therefore **ORDERED** that Abby Johnson and the Brazos Valley Coalition for Life are restrained from disclosing to any person or entity any document, record, file, or information, in whatever form, that Abby Johnson obtained from Plaintiffs. This Order expires at midnight on November 10th, 2009.

It is further **ORDERED** that the parties shall appear before this Court at the Brazos County Courthouse on November 10, 2009, at 10:30 a.m. to determine whether the Court should issue a temporary injunction.

It is further **ORDERED** that bond is set at 5,000⁰⁰.

SIGNED on October 30th, 2009, at 3:05 P.M.


PRESIDING JUDGE

APPROVED AS TO FORM
AND ENTRY REQUESTED:

VINSON & ELKINS LLP

By: Deborah C. Milner

Shadow Sloan
Texas Bar No. 18507550
Deborah C. Milner
Texas Bar No. 24065761
VINSON & ELKINS LLP
First City Tower
1001 Fannin Street, Suite 2500
Houston, Texas 77002
Telephone: 713-758-3822
Fax: 713-615-5933

*Attorneys for Planned Parenthood of
Houston and Southeast Texas, Inc. and
Planned Parenthood of Southeast
Texas Surgical and Comprehensive
Health Services, Inc.*