

APR 30 2025

CIRCUIT COURT

ELECTRONICALLY FILED
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Williamson County Circuit Court

IN THE CIRCUIT COURT FOR WILLIAMSON COUNTY, TENNESSEE

IGNITE MEDICAL, LLC,

Plaintiff,

v.

JACOB WADDELL, and ATEC SPINE, INC.,

Defendants.
_____Civil Docket No. 25 CV-253

Judge _____

JURY DEMAND

~~PROPOSED~~ ORDER GRANTING IGNITE MEDICAL, LLC'S
MOTION FOR A TEMPORARY RESTRAINING ORDER

Before the Court is Ignite Medical, LLC's Motion for a Temporary Restraining Order, brought under Tennessee Rule of Civil Procedure 65.03. In accordance with the Rule, Ignite filed a Verified Complaint that includes specific facts that it avers "clearly show that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party can be heard in opposition" Tenn. R. Civ. P. 65.03(1)(A). Ignite's counsel certified that he electronically mailed all documents relevant to this motion to Defendant Jacob Waddell's last known email address, electronically mailed all documents relevant to this motion to counsel for Defendant Atec Spine, Inc. ("Atec"), and is effecting service on Atec's registered agent. Tenn. R. Civ. P. 65.03(1)(B). In addition, Ignite has complied with all the procedural requirements for applying for a temporary restraining order under Local Rule 15.

Based on the foregoing, the Court finds as follows:

1. Ignite has shown a substantial likelihood of success on its claim that Waddell is violating his restrictive covenant obligations to Ignite under his Sales Representative Restrictive Covenants Addendum ("RC Agreement") with Ignite. As an initial matter, Waddell received

specialized training, had access to confidential information, and was introduced to, and developed relationships with, Ignite's clients. Thus, Ignite has a protectible interest that makes the noncompetition and other restrictive covenant provisions in the RC Agreement enforceable. Furthermore, Ignite has shown a substantial likelihood of success on its claims that Waddell is in breach of the noncompetition, nonsolicitation, and confidentiality provisions of his RC Agreement, as well as the prohibitions in the RC Agreement on diverting, enticing, or otherwise taking away Ignite customer in the following ways:

- Two days after Waddell's separation from Ignite to work for Atec, Dr. Fish, a longtime Ignite and Stryker Spine customer, announced that he was following Waddell and moving all of his business to Atec.
- Waddell has serviced surgery with Dr. Fish since leaving Ignite.
- Waddell has called on another of his former customers, Dr. Shibayama, and has otherwise been on the premises at TriStar Stonecrest Medical Center, in his former territory, since leaving Ignite.
- Together with defendant Atec, Waddell has called on another Ignite customer, Dr. Melvin Law, with the benefit of Ignite's confidential business information about Dr. Law's practice.

2. Ignite has a substantial likelihood of suffering irreparable harm if the Court does not issue the Temporary Restraining Order. "Generally, the loss of good will, the disclosure of confidential and proprietary information, and the interference with customer relationships may be the basis for a finding of irreparable harm." *Laidlaw, Inc. v. Student Transp. of America, Inc.*, 20 F.Supp.2d 727, 766 (D.N.J.1998). Here, Ignite has shown a substantial threat of disclosure of confidential and proprietary information and interference with customer relationships.

3. Waddell and Atec will be minimally harmed by the issuance of this Temporary Restraining Order. The restrictive covenants are narrowly drawn and do not prevent Waddell from working in his chosen field. Atec does not suffer any harm from the entry of a Temporary

Restraining Order that prevents it from using confidential business information and trade secrets that belong to Ignite.

4. The community will not be harmed by the issuance of this Order.

5. The public interest will be served by this Order because it will enforce contractual rights and prevent unfair competition.

Based on the above findings of fact and conclusions of law, the Court enters the following Temporary Restraining Order to remain in effect for the next fourteen days, or until the Court can hold a preliminary injunction hearing, whichever is earlier, as follows:

1. Waddell and Atec shall preserve all documents and information that belong to Ignite.

2. Waddell and Atec shall preserve all text and email communications between them.

3. Waddell shall preserve all text and email communications: (a) between him and Dr. Fish; and (b) between him and all other surgeons and medical facilities within his Ignite territory.

4. Waddell shall not access, use, forward, or destroy any documents concerning Ignite's confidential business or trade secret information, including any emails or text messages he sent with Ignite's confidential business or trade secret information to any person at Atec or elsewhere.

5. Waddell shall be prohibited from (a) performing any sales or marketing activities for; (b) soliciting, contacting, or selling any competitive product or service to; or (c) diverting, enticing, or otherwise taking away from Ignite the business of the following Ignite customers:

- Dr. James Fish, Dr. Juris Shibayama, Dr. Nicholas Shepard, TriStar Stonecrest Medical Center, and Physicians Pavilion;

- Dr. George Lien, Dr. Ali Shirzadi, and St. Thomas Rutherford Hospital;
 - Dr. Casey Davidson; and
 - Dr. Melvin Law and TriStar Southern Hills Medical Center.
6. Neither Waddell nor Atec shall have any further communication with Ignite Sales Representatives or customers.

The Court finds that Ignite shall not be required to post a bond for the issuance of this injunction. A hearing on the motion for a preliminary injunction is set for May 15, 2025, at 3:00 pm. *TI may Supplement the Record w/ Affidavits & written evidence on or before COB 5-6-2025. Do shall file & serve their response in opposition to TI's motion* Any supplemental briefing ahead of the hearing shall be filed on or before May 15, 2025. Additionally, the Court plans to rule on the papers and evidence submitted unless *NOT COB 5-13-2025. Local Rule 15 applies to this case* either party files a Notice that it plans to produce live witnesses.

It is so ordered this 30 day of April, 2025, at 2:55 p.m.

Autry
Circuit Judge

Dated: April 29, 2025.

Respectfully submitted,

IGNITE MEDICAL, LLC,

By its attorneys,

s/ Kevin C. Klein

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing ORDER (CIVIL)
has been delivered to:

Electronic Notification:

Kevin Klein for Ignite Medical, LLC
Email: Kevin Klein
kevin.klein@kleinpllc.com
Address: Kevin Klein
814 Church Street
Suite 202
Nashville, TN 37203

Traditional Mail:

Atec Spine, Inc.
Address: Atec Spine, Inc.
UNKNOWN

Jacob Waddell
Address: Jacob Waddell
UNKNOWN

on 04/30/2025 .

Angie Williams

Circuit Court Clerk/Deputy Clerk