

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

WEBMD HEALTH CORP.	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 11-5827
	)	
ANTHONY DALE	)	
	)	
Defendant.	)	
	)	

**PLAINTIFF’S MOTION FOR PRELIMINARY INJUNCTION**

Plaintiff WebMD Health Corporation (“WebMD”) hereby moves for a preliminary injunction. The reasons supporting this motion are more fully set forth in the accompanying Memorandum of Law, which is incorporated by reference herein as if set forth in full.

WHEREFORE, Plaintiff WebMD respectfully requests that this Court grant its motion for a preliminary injunction, and enter an order in the form submitted herewith ordering that:

1. Defendant Anthony T. Dale (“Dale”) is enjoined and restrained for a period of one-year from the date of this Court’s order (the “Restricted Period”), anywhere in the world, from being employed by HealthGrades, Inc. or any directly or indirectly affiliated business (together, “HealthGrades”), or any other WebMD competitor (defined as a “Competitive Business” in Dale’s June 9, 2011 Restrictive Stock Agreement) engaged in the developing, selling or providing (via the internet or other means) of health or wellness information, decision support tools or services or applications and/or communication services, directly or indirectly, to consumers, health and/or benefit plan members or employees or healthcare professionals, including but not limited to products or services that provide information on diseases, conditions or treatments, store health care information, assess personal health status, and/or assist in making informed benefit, provider or treatment choices. This prohibition includes, but is not limited to, the selling of online advertising or promotional products or services to hospitals and integrated delivery networks (“IDNs”), pharmaceutical, medical device, medical diagnostic equipment, or health or wellness-oriented consumer product companies.

2. Dale is ordered to: (1) refrain from using or communicating to HealthGrades and anyone else outside of WebMD any trade secrets or proprietary or confidential information related to his employment at WebMD; (2) provide a sealed certification to the Court and WebMD describing in detail any such information already disclosed to HealthGrades, or certifying that no such information has been conveyed to HealthGrades; (3) to the extent Dale has conveyed WebMD trade secrets or other confidential or proprietary information to HealthGrades, Dale shall secure, and deliver to this Court and WebMD, written assurances from HealthGrades that all such information (in any form) has been returned to WebMD or destroyed, with a particularized description of the trade secrets or confidential or proprietary information conveyed by Dale to HealthGrades, and the procedure for any such destruction, certified under penalty of perjury.
3. Dale is enjoined and restrained, for the duration of the Restricted Period, from
  - a. soliciting, inducing, hiring, engaging, or attempting to hire or engage any employee or independent contractor of WebMD or its Affiliates, or in any other way interfering with WebMD's, or such Affiliate's, employment or contractual relations with any of its employees or independent contractors, and from soliciting, inducing, hiring, engaging, or attempting to hire or engage any individual who was an employee of WebMD or an Affiliate at any time during the one (1) year period immediately prior to the termination of Dale's employment with WebMD; and
  - b. contacting, calling upon, encouraging or soliciting, on behalf of any WebMD competitor (defined as a "Competitive Business" in Dale's June 9, 2011 Restrictive Stock Agreement), any existing or prospective client, or customer of WebMD or any of its Affiliates who Dale serviced, or otherwise developed a relationship with, or about whom Dale obtained confidential information as a result of his employment with WebMD, and from attempting to divert or take away from WebMD or such Affiliate the business of any such client or customer.

Dated: September 19, 2011

/s/Diane Siegel Danoff  
DECHERT LLP  
Diane Siegel Danoff (PA Bar 50644 )  
Jeffrey Edwards (PA Bar 73978)  
Justin Danilewitz (PA Bar 206034)  
Cira Centre  
2929 Arch Street  
Philadelphia, Pennsylvania 19104  
(215) 994-4000

*Attorneys for WebMD Health Corp.*

## General Information

<b>Case Name</b>	WEBMD HEALTH CORP. v. DALE
<b>Docket Number</b>	2:11-cv-05827
<b>Court</b>	United States District Court for the Eastern District of Pennsylvania
<b>Nature of Suit</b>	Contract: Other
<b>Related Opinion(s)</b>	2012 BL 203951 2012 BL 202504