

**THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

EINSTEIN COMMUNITY HEALTH ASSOCIATES, INC.:	November Term, 2000
Plaintiff	
v.	: No. 1814
	:
BETH SHORTRIDGE, M.D.,	
Defendant	: Control No. 110787

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**FINDINGS OF FACT, DISCUSSION AND CONCLUSIONS OF LAW IN SUPPORT OF  
ORDER GRANTING, IN PART, PLAINTIFF-PETITIONER'S  
PETITION FOR PRELIMINARY INJUNCTION**

**Albert W. Sheppard, Jr., J. .... December 13, 2000**

Einstein Community Health Associates, Inc. (“ECHA”) filed a Petition for a Preliminary Injunction (“Petition”) to enjoin Dr. Beth Shortridge (“Dr. Shortridge”) from soliciting and treating those patients, who had been under her care when she was employed by ECHA (“ECHA Patients”). In addition, ECHA seeks to enjoin Dr. Shortridge from practicing medicine within two miles of the ECHA office at which she was employed.

Based on the following Findings of Fact, Discussion and Conclusions of Law, this Court grants the requested Preliminary Injunction, in part, and enjoins Dr. Shortridge from soliciting ECHA Patients.

## FINDINGS OF FACT

1. Dr. Shortridge is a licensed physician who was employed by ECHA from November 1995 to October 15, 2000. (N.T.<sup>1</sup> 91-92; Exhibit P-1).
2. For each year that Dr. Shortridge was employed by ECHA, she executed an employment agreement providing for a one-year term of employment. (N.T. 94-95).
3. On November 1, 1999, Dr. Shortridge and ECHA entered into an employment agreement (“Employment Agreement”) under which Dr. Shortridge agreed to provide pediatric medical care at ECHA’s medical offices at 7145 Germantown Avenue, Philadelphia, Pennsylvania (“ECHA Office”). (N.T. 5-6; Exhibit P-1).
4. The Employment Agreement required ECHA to employ Dr. Shortridge from November 1, 1999 to September 1, 2000 and included a non-competition and non-solicitation covenant (“Covenant”) as follows:

Until One (1) years [sic] after the termination date of this Agreement, neither Physician nor any corporation, partnership, or other business entity or person, controlling, controlled by, or under common control with Physician shall at any time, directly or indirectly, operate, manage, work for, own, provide medical or pediatric services for or control any medical practice within a Two (2) mile radius of [the ECHA Office].

Until One (1) years [sic] after the termination date of this Agreement, neither Physician nor any corporation, partnership, or other business entity or person, controlling, controlled by, or under common control with, Physician shall engage or participate in any effort or act to induce any of the patients, third-party payors, health care services providers, physicians, suppliers, associates, employees, or independent contractors of Employer to cease to be a patient of, or otherwise cease to do business with, as the case may be, Employer.

(Exhibit P-1).

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<sup>1</sup>Notes of Testimony (“N.T.”) refer to the November 27, 2000 Preliminary Injunction Hearing (“Hearing”).

5. Each of the employment agreements ECHA and Dr. Shortridge had entered into prior to the Employment Agreement (“Prior Agreements”) had language identical to the Covenant. (N.T. 94-95).
6. Under the Employment Agreement, Dr. Shortridge was eligible for incentive compensation of up to \$50,000 per year (“Incentive Compensation”). (Exhibit P-1). The Incentive Compensation was to be equal to seventy percent of the profits made by the ECHA Office. (N.T. 70; Exhibit P-1).
7. During the term of the Employment Agreement, ECHA Office collections did not exceed expenses, and Dr. Shortridge never received any Incentive Compensation. (N.T. 11, 71).
8. Less than 1.5 miles from the subject ECHA Office, ECHA has another office in which it employs a family practice physician who treats children. (N.T. 14).
9. In January 2000, Einstein Physician Practices, Inc. (“EPP”), an affiliate of ECHA, opened a medical office at 1600 Wadsworth Avenue (“Wadsworth Office”). (N.T. 40-42). The Wadsworth Office is within two miles of the ECHA Office and offers pediatric care. (N.T. 41, 145, 154).
10. In conjunction with the opening of the Wadsworth Office, EPP sent advertising flyers to potential patients in Chestnut Hill, Mount Airy and West Oak Lane. (N.T. 145).
11. On January 13, 2000, Dr. Shortridge contacted ECHA about the Wadsworth Office and requested that ECHA send out advertising flyers for her practice as well. (Exhibit D-1). Dr. Shortridge also asked that the Wadsworth Office refer some patients to her. Id.
12. In a letter dated August 30, 2000, Dr. Shortridge notified ECHA that she did not intend to continue her employment and would be leaving ECHA on October 15, 2000. (N.T. 68, 98; Exhibit P-11). ECHA responded with a letter confirming the discontinuance of Dr. Shortridge’s employment and

reminding her of her obligations under the Covenant. (Exhibit P-2).

13. On October 15, 2000, Dr. Shortridge concluded her final day of employment with ECHA. (N.T. 6).
14. In setting up her new practice, Dr. Shortridge has endeavored, unsuccessfully, to find appropriate office space outside the two-mile radius set forth in the Covenant. (N.T. 162-64).
15. The geography and land use character of the neighborhood where Dr. Shortridge wished to practice was such that it made it very difficult, if not impossible, to find a suitable place for an office at a point two miles or more from the ECHA office. (N.T. 147-150, 162-168).
16. Dr. Shortridge has verbally agreed to lease a medical office at 33 East Chestnut Hill Avenue, Philadelphia, Pennsylvania (“New Office”), with the execution of a written lease imminent. (N.T. 133, 160-61).
17. Dr. Shortridge began seeing patients at the New Office on November 6, 2000. (N.T. 6-7, 133). The New Office is less than two miles (a distance of approximately 1.8 miles) from the ECHA Office. (N.T. 79, 133).
18. On November 6, 2000, ECHA sent Dr. Shortridge a letter stating that her activities constituted a breach of the Covenant. (N.T. 110; Exhibit P-6). The letter further directed her to cease her efforts to open the New Office. (Exhibit P-6).
19. Dr. Shortridge’s website (“Website”) mentions ECHA and ECHA Patients several times, including the following excerpts:

Einstein Neighborhood Healthcare (ECHA) is the proprietor (“owner”) of the records of children seen at 7145 Germantown Avenue. If you would like your child(ren) to continue to see Dr. Shortridge, you can request transfer of medical records from ECHA to Dr. Shortridge’s office.

. . .

Dr. Shortridge's intention is to accept the same insurance plans as she did with Einstein.

...

For USHS and Keystone Health Plan East members: Dr. Shortridge may be fortunate enough to work out a reimbursement arrangement by December. Until then, it may be in your child's best interest to keep your child's records and primary provider status with the new physicians at 7145 Germantown Avenue to avoid too many changes and transfers over the next few months.

...

When Dr. Shortridge made her decision to discontinue her employment with Einstein, she was still employed by Einstein. Discussing future plans with the families in the practice at 7145 Germantown Avenue would have been considered competing with her employer. Similarly, Dr. Shortridge cannot herself directly solicit families currently cared for by Einstein Neighborhood Healthcare.

**HOWEVER, YOU CAN SPREAD THE NEWS ABOUT THE NEW PRACTICE! Dr. Shortridge is VERY appreciative of "word-of-mouth" referrals! Spread the news to both former and new patients alike! IF YOU WOULD LIKE BUSINESS CARDS MAILED TO YOU, WE'LL BE HAPPY TO SEND THEM AS SOON AS THEY ARE AVAILABLE. PLEASE INDICATE THE NUMBER YOU WOULD LIKE.**

(Exhibit P-5).

20. Prior to Dr. Shortridge's departure, there were between 1,400 and 1,500 ECHA Patients. (N.T. 28-29).
21. Approximately one hundred ECHA Patients have contacted Dr. Shortridge since October 15, 2000. (N.T. 141-43). Of those, between fifty and sixty had immediate health care needs. Id. Dr. Shortridge referred between two-thirds and three-quarters of those ECHA Patients with immediate health care needs to ECHA. Id.
22. Twenty-two ECHA Patients have sent medical records release forms to ECHA asking that copies

- of their medical files be forwarded to Dr. Shortridge. (N.T. 29). Between eight and fourteen additional ECHA Patients have executed medical records release forms, although ECHA has not yet received those forms. (N.T. 115).
23. Approximately fifty-five percent of ECHA Patients are capitated. (N.T. 34). ECHA receives approximately twenty dollars per month per capitated ECHA Patient. Id.
  24. ECHA has no knowledge of any requests for ECHA Patients to be removed from the list of capitated ECHA Patients for which ECHA receives compensation. (N.T. 32).
  25. Approximately forty-five percent of ECHA Patients pay on a fee-for-service basis. (N.T. 31, 34). ECHA billed between thirty and eighty dollars for each ECHA Patient visit with Dr. Shortridge prior to her departure, although Dr. Shortridge treated some ECHA Patients free of charge. (N.T. 125-26).
  26. Since leaving ECHA, Dr. Shortridge has had fewer than forty appointments for which she has billed less than six hundred dollars. (N.T. 140). She has seen between twenty-five and thirty individual patients, of whom all but two or three had been ECHA Patients. (N.T. 111).

## **DISCUSSION**

Essentially, the restrictive Covenant is valid, granting ECHA a clear right to relief. ECHA has also shown that an injunction is necessary to prevent immediate and irreparable harm. However, the injunction sought by ECHA under the totality of the facts presented, is unreasonable in its geographic scope. To grant the requested injunction would likely cause more harm than it would prevent. As a result, the court has modified the proposed injunction to permit Dr. Shortridge to maintain her new office, but to enjoin her from actively soliciting ECHA patients. The court submits that the modified injunction complies with the requirements of Pennsylvania law.

In order for a petitioner to be entitled to a preliminary injunction, as governed by Pennsylvania Rule of Civil Procedure 1531 (“Rule 1531”), the petitioner must satisfy the following criteria:

1. The activity sought to be restrained is actionable and the petitioner has a clear right to relief therefrom;
2. The injunction is necessary to prevent immediate and irreparable harm that cannot be compensated by monetary damages;
3. The injunction will restore the parties to the status quo as it existed prior to the wrongful conduct;
4. Greater injury will result from refusing to issue the injunction than from issuing it; and
5. The injunction is reasonably suited to abate the activity in question.

School Dist. of Wilkinsburg v. Wilkinsburg Educ. Ass’n, 542 Pa. 335, 337 n.2, 667 A.2d 5, 6 n.2 (1995). In addition, before any injunction issued becomes effective, a petitioner is required to file a bond or deposit a fixed amount of legal tender with the prothonotary. Rule 1531(b).

## **I. Clear Right to Relief**

In determining the petitioner’s right to a preliminary injunction, it is essential that “the activity sought to be restrained is actionable, and that the injunction issued is reasonably suited to abate such activity. And unless the plaintiff’s right is clear and the wrong is manifest, a preliminary injunction will generally not be awarded.” All-Pak, Inc. v. Johnston, 694 A.2d 347, 350 (Pa. Super. Ct. 1997) (citing Singzon v. Department of Public Welfare, 496 Pa. 8, 11, 436 A.2d 125, 127 (1981)). Here, ECHA has based its clear right to relief on the Covenant.

Pennsylvania courts will enforce restrictive covenants if: (1) they are incident or ancillary to an employment relationship between the parties, (2) the restrictions imposed by the covenant are reasonably necessary for the protection of the employer, and (3) the restrictions imposed are reasonably limited in duration and geographic extent. Thermo-Guard, Inc. v. Cochran, 408 Pa. Super. 54, 64-65, 596

A.2d 188, 193 (1991) (citing Sidco Paper Co. v. Aaron, 465 Pa. 586, 591, 351 A.2d 250, 252 (1976)). Furthermore, “where the covenant in question seeks to limit the professional practice of a physician, the court must scrutinize the effect of the resulting loss of medical services on the public interest.” West Penn Specialty MSO, Inc. v. Nolan, 737 A.2d 295, 298 (Pa. Super. Ct. 1998) (citing New Castle Orthopedic Assocs. v. Burns, 481 Pa. 460, 463-64, 392 A.2d 1383, 1385 (1978)).

In determining the validity of a restrictive covenant, “the burden is on him who sets up unreasonableness as the basis of contractual illegality to show how and why it is unlawful.” John G. Bryant Co. v. Sling Testing & Repair, Inc., 471 Pa. 1, 12, 369 A.2d 1164, 1169 (1977) (citations omitted). Consequently, Dr. Shortridge has the burden of showing that the restrictions in the Covenant do not meet the three-part test.

#### **A. Ancillary to an Employment Relationship**

While a restrictive covenant need not appear in an employment agreement executed at the time of hiring to be ancillary, it must be supported by consideration as “an auxiliary part of the taking of employment and not a later attempt to impose additional restrictions on an unsuspecting employee.” Modern Laundry & Dry Cleaning Co. v. Farrer, 370 Pa. Super. 288, 292, 536 A.2d 409, 411 (1988). Specifically, a restrictive covenant entered into after the employee has begun work is “ancillary” if it is “supported by new consideration, which can be in the form of a corresponding benefit or a beneficial change in employment status.” Insulation Corp. of Amer. v. Brobston, 446 Pa. Super. 520, 529, 667 A.2d 729, 733 (1995). See also Ruffing v. 84 Lumber Co., 410 Pa. Super. 459, 466, 600 A.2d 545, 548 (1992) (“where a restrictive covenant is executed after the commencement of employment, it will not be enforced unless the employee restricting himself receives a corresponding benefit or change in status”).

Here, Dr. Shortridge executed the Employment Agreement in exchange for an additional term of guaranteed employment. In addition, each of the Prior Agreements included the Covenant. The requirement that the Covenant be ancillary to an employment relationship is satisfied.

## **2. Reasonably Necessary to Protect Employer**

An employer may invoke a restrictive covenant to protect a legitimate business interest. John G. Bryant, 471 Pa. at 7, 369 A.2d at 1168. The legitimate interests recognized are the employer's trade secrets, customer goodwill acquired through the efforts of an employee and specialized training and skills acquired from the employer. Sidco Paper Co., 465 Pa. at 591, 351 A.2d at 252-53 (1976); Thermo-Guard, Inc., 408 Pa. Super. at 65, 596 A.2d at 193-94 (1991).

The right of a physician's employer to protect its interest in patient goodwill acquired through the efforts of the physician is well-established in Pennsylvania. See, e.g., West Penn Specialty MSO, Inc., 737 A.2d 295. This supports ECHA's claim that it has a right to protect its patient base and to prevent Dr. Shortridge from soliciting and treating ECHA Patients.

## **3. Reasonable Duration and Geographic Extent**

When a restraint is intended to protect an employer's customer relationships, "its duration is reasonable only if it is no longer than necessary for the employer to put a new [person] on the job and for the new employee to have a reasonable opportunity to demonstrate his [or her] effectiveness to the customers." Boldt Machinery & Tools, Inc. v. Wallace, 469 Pa. 504, 514, 366 A.2d 902, 907 (1976). Under circumstances such as those present here, a restraint of a year is usually considered reasonable. See Hayes v. Altman, 424 Pa. 23, 225 A.2d 670 (1967) (upholding physician's three-year non-competition covenant); West Penn Specialty MSO, Inc., 737 A.2d 295 (upholding physician's one-year non-competition covenant). Here, the Covenant extends for a period of one year. Accordingly, the length of

time for which the Covenant will be in effect falls within the period permitted for these types of provisions.

The geographic scope of the Covenant is, however, under the facts presented, not reasonable. There is no dispute that the New Office lies within the two-mile radius set forth in the Covenant. However, the Wadsworth Office is within the Covenant's two-mile radius as well and offers pediatric care in direct competition with the ECHA Office. While there is no direct evidence that the Wadsworth Office prevented Dr. Shortridge from receiving Incentive Compensation, there was no assurance that this would be the case when the Wadsworth Office opened. Furthermore, the fact that an ECHA affiliate opened a competing office within the geographic scope of the Covenant implies that there are a sufficient number of potential patients in the area to support an additional pediatric practice.<sup>2</sup>

While the opening of the Wadsworth Office may not rise to the level of unclean hands or bad faith,<sup>3</sup> as Dr. Shortridge argues, it makes the court hesitant to enforce the Covenant's geographic scope. This court finds credible the testimony of Dr. Shortridge relative to her efforts to find appropriate office space outside the two-mile limit. The court accepts as a fact that it was very difficult, if not - - as a practical matter - - impossible to do so.

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<sup>2</sup> This position is further bolstered by the fact that ECHA itself has a branch within a two-mile radius of the ECHA Office offering medical services to children.

<sup>3</sup> The doctrine of unclean hands "is derived from the unwillingness of a court to give relief to a suitor who has conducted himself so as to offend the moral sensibilities of the judge." Lucey v. Workmen's Compensation Appeal Bd. (Vy-Cal Plastics PMA Group), 557 Pa. 272, 279, 732 A.2d 1201, 1204 (1999). A court may apply the doctrine if "the party seeking affirmative relief is guilty of fraud, unconscionable conduct or bad faith directly related to the matter at issue which injured the other party and affects the balance of equities between the litigants." Equibank v. Adle, Inc., 407 Pa. Super. 553, 558, 595 A.2d 1284, 1287 (1991). Here, Dr. Shortridge has failed to present adequate facts to support her claim of unclean hands.

In summary, then, this Court does not find that the two-mile radius set forth in the Covenant is reasonable and will not order Dr. Shortridge to relocate.

However, the Covenant as ancillary to Dr. Shortridge's employment, is reasonably necessary to protect ECHA's legitimate business interest and is reasonable in duration. As a result, those portions of the Covenant relating to solicitation and treatment of ECHA Patients are valid and offer ECHA a clear right to relief.

## **II. Immediate and Irreparable Harm**

ECHA has shown that an injunction is necessary to prevent immediate and irreparable harm. Knowing solicitation of clients in violation of a restrictive covenant is an "unwarranted interference with customer relationships that is unascertainable and not capable of being fully compensated by money damages." John G. Bryant Co., 471 Pa. at 8, 369 A.2d at 1168. Here, the record indicates that twenty-two ECHA Patients have sent medical records release forms asking that copies of their records be forwarded to Dr. Shortridge. In addition, another eight to fourteen patients have completed medical records release forms but have yet to send them to ECHA. Thus, Dr. Shortridge's contacts with ECHA Patients threaten to cause immediate and irreparable harm to ECHA.

## **IV. Greater Injury in Refusal, Status Quo and Crafting of the Injunction**

For a court to grant a preliminary injunction, a plaintiff also must show that there would be greater injury resulting from failing to grant the injunction than from granting the injunction. DiLucente Corp. v. Pennsylvania Roofing Co., 440 Pa. Super. 450, 456, 655 A.2d 1035, 1037 (1995). In considering any injuries, "there should be no balancing of convenience, but it should be clear that greater injury would be done by refusing it than in granting it." Pennsylvania R.R. Co. v. Driscoll, 330 Pa. 97, 101, 198 A. 130, 133 (1938). In addition, a court must consider the potential harm to other interested parties and the public

interest. Gueson v. Reed, 679 A.2d 284, 288 (Pa. Commw. Ct. 1996).

There is no question that granting the injunction, as requested, would cause greater harm than denying the injunction. Granting an injunction that would require relocation of the New Office would impinge in an unreasonable manner on Dr. Shortridge's ability to conduct a medical practice. Importantly, it would interfere with Dr. Shortridge's relationship with those ECHA Patients that seek her out, thus limiting the ability of ECHA Patients to choose Dr. Shortridge as their treating physician. In contrast, the harm ECHA suffers if this aspect of the injunction is denied is the comparatively minor loss of approximately two percent of the total number of ECHA Patients.<sup>4</sup> This requires the Court to deny the harsher aspects of the injunction requested.<sup>5</sup>

It is, however, possible to modify the Covenant so that the harm caused by granting the injunction is less than the harm caused by denying it.<sup>6</sup> To do this, it is necessary to limit Dr. Shortridge's ability to lure ECHA Patients away from ECHA while at the same time preserving ECHA Patients' choices and their relationships with Dr. Shortridge. This can be accomplished by allowing ECHA Patients who

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<sup>4</sup> The degree of harm to ECHA may be even less: ECHA itself acknowledges that it is unaware of even one ECHA Patient that has been removed from the list of capitated ECHA Patients.

<sup>5</sup> ECHA repeatedly has cited West Penn Specialty MSO, Inc. as limiting the degree to which the public interest in choosing a physician may impact the evaluation of a petition for a preliminary injunction. However, the record in West Penn Specialty MSO, Inc. demonstrated that the departure of the defendant physician constituted "a significant loss of business opportunity and market advantage" that outweighed the harm to the defendant's patients. 737 A.2d at 299. Here, the immediate and irreparable harm to ECHA is a loss of as few as thirty ECHA Patients. Consequently, it is not necessary for the Court to find that a patient has a broad and expansive right in selecting a physician; even if the ECHA Patients suffer only a small inconvenience, that injury will be greater than the limited immediate and irreparable harm that threatens ECHA.

<sup>6</sup> A court has broad power to modify the terms of a restrictive covenant in fashioning a preliminary injunction. All-Pak, Inc., 694 A.2d at 352 n.9 (citing Morgan's Home Equipment Corp. v. Martucci, 390 Pa. 618, 136 A.2d 838 (1957)).

wish to treat with Dr. Shortridge to do so, but enjoining Dr. Shortridge from soliciting ECHA Patients, as the Covenant provides. In addition, an injunction along these lines will restore the status quo that existed before Dr. Shortridge contacted ECHA Patients.

In summary, Dr. Shortridge may not solicit, in any way, ECHA patients for a time period extending to October 15, 2001.<sup>7</sup>

## **V. Amount of Bond**

Under Rule 1531(b), an order granting a preliminary injunction must require the petitioner to file a bond with the prothonotary. Soja v. Factoryville Sportsmen's Club, 361 Pa. Super. 473, 478, 522 A.2d 1129, 1131 (1987). In determining the amount of the bond, the trial court is to balance the equities involved and require a bond that would cover reasonably foreseeable damages. Christo v. Tuscany, Inc., 368 Pa. Super. 9, 20, 533 A.2d 461, 467 (1987). Here, a bond of \$25,000.00 will cover reasonably foreseeable damages.

## **CONCLUSIONS OF LAW**

1. Enforcement of the modified Covenant is necessary to protect the goodwill that Dr. Shortridge established with ECHA Patients on behalf of her employer.
2. The Covenant is ancillary to Dr. Shortridge's employment relationship with ECHA.
3. The Covenant is reasonable in duration.

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<sup>7</sup> This requires that Dr. Shortridge remove all references to ECHA and ECHA Patients from the Website. Among those references are the instructions on transferring medical records from ECHA; the allusion to insurance plans accepted by ECHA; advice that parents keep their records at the ECHA Office temporarily; the explanation as to why Dr. Shortridge did not inform patients about her departure from ECHA; and the exhortation to "spread the news" about the New Office to former patients.

Needless to say, this does not require Dr. Shortridge to excise those portions of her resume that mention her work at ECHA.

4. The Covenant is not reasonable in geographic scope.
5. If Dr. Shortridge continues to solicit ECHA Patients with whom she established relationships while employed by ECHA, ECHA will suffer immediate and irreparable harm that cannot be compensated by monetary damages.
6. A greater injury will result from the denial of the preliminary injunction than from partially granting the injunction.
7. The injunction requested, as modified, will restore the status quo as it existed prior to Dr. Shortridge's wrongful conduct.
8. Dr. Shortridge's solicitation of ECHA Patients is an actionable wrong. An injunction prohibiting Dr. Shortridge from continuing to solicit ECHA Patients is reasonably suited to abate that wrong.
9. ECHA's right to relief is clear.
10. These conclusions require that this court grant ECHA's Petition for Preliminary Injunction, in part. The court's Order prohibits Dr. Shortridge from engaging or participating in any effort or act to solicit any ECHA Patients for a period of one year after the effective date of the termination of her employment.

On the basis of the record, this Court is entering a contemporaneous Order in accord with the foregoing. The effectiveness of the Order is conditioned on ECHA filing a bond with the Prothonotary in the amount of \$25,000.00.

**BY THE COURT,**

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**ALBERT W. SHEPPARD, JR., J.**

**THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY**  
**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**  
**CIVIL TRIAL DIVISION**

EINSTEIN COMMUNITY HEALTH ASSOCIATES, INC.	: November Term, 2000
Plaintiff	
	: No. 1814
v.	
	:
BETH SHORTRIDGE, M.D.,	
Defendant	: Control No. 110787

**ORDER**

AND NOW, this 13th day of December 2000, upon consideration of the Petition of plaintiff, Einstein Community Health Associates, Inc. (“ECHA”), for a Preliminary Injunction, the response of defendant, Beth Shortridge, M.D., and after a full hearing and oral argument, and all matters of record, it is hereby **ORDERED** that the Petition is **Granted, in part**, on the condition that ECHA file a bond with the Prothonotary in the amount of \$25,000.00 in accordance with Pa.R.Civ.P. 1531(b) within five days of this Order.

In accord with the contemporaneously filed Findings of Fact, Discussion and Conclusions of Law in support of this Order, Dr. Shortridge is enjoined from engaging or participating in any effort or act to solicit any ECHA Patients for a period of one year from October 15, 2000.

**BY THE COURT,**

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**ALBERT W. SHEPPARD, JR., J.**