

JUL 30 2015

At 3:56 P.M.
Velva L. Price, District Clerk

D-1-GW-15-003081

CAUSE NO. _____

**AUSTIN POETS
INTERNATIONAL, INC.,
Plaintiff**

v.

**JAMES L. JACOBS,
Defendant.**

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

98th JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

On July 30, 2015, Plaintiff Austin Poets International, Inc. ("API") filed their verified Original Petition and Application for Temporary Restraining Order and Temporary Injunction and Motion to Disqualify against Defendant James L. Jacobs ("Defendant"). The Court, having considered the pleadings and arguments of counsel, is of the opinion that the Application for Temporary Restraining Order should be GRANTED.

THE COURT FINDS that it clearly appears from the facts set forth in the Original Petition that unless Defendant is immediately restrained from (a) using, spending, investing, withdrawing, transferring, or otherwise dissipating any funds or assets traceable to API or to funds previously in API accounts; (b) using, spending, investing, withdrawing, transferring, or otherwise dissipating any funds or assets in accounts into which Defendant has transferred funds or assets previously belonging to API or into which Defendant has deposited API checks or containing funds that have been otherwise commingled with API funds; (c) contacting Gmail, Websitesettings.com, the Texas Comptroller, the City of Austin (and its associated agencies, departments, or subdivisions), Paypal, Capital One, Squareup.com, Godaddy, Twitter, ESX, xCatalyst Association Management Software, or any other person or entity and attempt to engage in any actions as the actual or apparent agent of API, including but not limited to requesting access, account, or password information, executing or attempting to execute any transaction, or otherwise presenting himself

as a representative of API; and (d) deleting or altering any files on the Dell Inspiron laptop purchased by API and currently in the possession of Defendant, Defendant will commit the foregoing acts before notice can be given and a hearing can be held on API's application for a temporary injunction and will cause irreparable harm to API with no adequate remedy at law.

THE COURT FURTHER FINDS that it clearly appears from the facts set forth in the Petition that unless Defendant is immediately required to (a) provide all passwords for API's access the domain name of aipf.org, all gmail.com accounts related to API, websitesettings.com, the Texas Comptroller, City of Austin Purchasing, Paypal.com, Manager.paypal.com, Capital One Merchant Services, Squareup.com, Godaddy.com, and Twitter.com; (b) give API all keys to P.O. Box 26455, Austin, Texas 78755-0455; (c) immediately forward, without opening, any mail addressed to API or addressed to Defendant in any official capacity for API to API's official address of P.O. Box 26455, Austin, Texas 78755-0455; (d) give API the cash box purchased by Mark Wendel in April of 2014; (e) relinquish all access to the aipf.org website; (f) give API the Dell Inspiron laptop and related equipment purchased by API; (g) give API all API business cards in Defendant's possession; and (h) give all credit, debit, or ATM cards associated with API accounts to API, Defendant will cause irreparable harm to API with no adequate remedy at law before notice can be given and a hearing can be held on API's application for a temporary injunction.

IT IS THEREFORE ORDERED that Defendant is restrained from (a) using, spending, investing, withdrawing, transferring, or otherwise dissipating any funds or assets traceable to API or to funds previously in API accounts; (b) using, spending, investing, withdrawing, transferring, or otherwise dissipating any funds or assets in accounts into which Defendant has transferred funds or assets previously belonging to API or into which Defendant has deposited API checks or

containing funds that have been otherwise commingled with API funds; (c) contacting Gmail, Websitesettings.com, the Texas Comptroller, the City of Austin (and its associated agencies, departments, or subdivisions), Paypal, Capital One, Squareup.com, Godaddy, Twitter, ESX, xCatalyst Association Management Software, or any other person or entity and attempt to engage in any actions as the actual or apparent agent of API, including but not limited to requesting access, account, or password information, executing or attempting to execute any transaction, or otherwise presenting himself as a representative of API; and (d) deleting or altering any files on the Dell Inspiron laptop purchased by API and currently in the possession of Defendant.

IT IS FURTHER ORDERED that Defendant is immediately required to (a) provide all passwords for API's access the domain name of aipf.org, all gmail.com accounts related to API, websitesettings.com, the Texas Comptroller, City of Austin Purchasing, Paypal.com, Manager.paypal.com, Capital One Merchant Services, Squareup.com, Godaddy.com, and Twitter.com; (b) give API all keys to P.O. Box 26455, Austin, Texas 78755-0455; (c) immediately forward, without opening, any mail addressed to API or addressed to Defendant in any official capacity for API to API's official address of P.O. Box 26455, Austin, Texas 78755-0455; (d) give API the cash box purchased by Mark Wendel in April of 2014; (e) relinquish all access to the aipf.org website; (f) give API the Dell Inspiron laptop and related equipment purchased by API; (g) give API all API business cards in Defendant's possession; and (h) give all credit, debit, or ATM cards associated with API accounts to API.


IT IS FURTHER ORDERED that Defendant appear at the hearing on API's application for temporary injunction, which will be held at 9:00 A.M. on AUGUST 13, 2015, in the Judicial District Court of Travis County, Texas, then and there to show cause, if any there be, why a temporary injunction should not be issued as requested by API.

The Clerk of the Court his hereby directed to issue a show cause notice to Defendant to appear at the temporary injunction hearing.

The Clerk of the Court shall forthwith, on the filing by API of the bond hereinafter required, and on approving the same according to law, issue a Temporary Restraining Order in conformity with the law and the terms of this order.

This order shall not be effective unless and until API executes and files with the Court a bond, which may be in case, in conformity with the law, in the amount of \$ 500.00.

Signed on this the 30 day of July, 2015.


JUDGE PRESIDING