



law, and (3) Plaintiffs will suffer immediate and irreparable injury, loss or damage if a temporary restraining order does not issue.

Pursuant to Rule 680 of the Texas Rules of Civil Procedure, the Court specifically finds, for the purpose of this Temporary Restraining Order, that:

(1) The Court has jurisdiction over all parties and venue is proper in Collin County, Texas;

(2) Plaintiff Sharing Services Global Corporation f/k/a Sharing Services, Inc. is a publicly traded company. Plaintiffs Elepreneurs U.S., LLC f/k/a Elepreneur, LLC and Elevacity U.S., LLC f/k/a Elevacity Global, LLC are wholly owned subsidiaries of Plaintiff Sharing Services Global Corporation;

(3) Certain disputes arose between Plaintiffs and Defendant Robert Oblon (“Defendant” or “Oblon”) which disputes resulted in the parties entering into a Settlement Agreement on or about July 26, 2019 (the “Settlement Agreement”);

(4) The Settlement Agreement expressly states, among other things, that Defendant “agrees, as part of the compromise of the Dispute set out in this Agreement between SHRG and Oblon, that Oblon shall not take any adverse actions (including, but not limited to, litigation) against SHRG or the SHRG Parties (as that term is defined in Section 12 [of the Agreement]) in connection with the Alchemist Dispute and/or any other matter.”;

(5) The “Alchemist Dispute” as set forth in the Settlement Agreement

involves Defendant's disputed claims regarding the ownership of a limited liability company entitled Alchemist Holdings, LLC;

(6) Section 12 of the Settlement Agreement defines "SHRG Parties", individually and collectively as "SHRG, and its Officers, Directors, Board of Directors, employees, distributors, predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, independent contractors, partners, insurers, investors, accountants and attorneys";

(7) Keith Halls, John "JT" Thatch, and Kip A. Allison are each and all "Directors" of SHRG, thus Keith Halls, John "JT" Thatch, and Kip A. Allison are each and all included within the definition and meaning of "SHRG Parties" under the Settlement Agreement;

(8) Defendant filed a lawsuit in Denton County, Texas, on August 12, 2019 (after the date Defendant executed the Settlement Agreement) which lawsuit is styled *Robert Oblon v. Jordan Brock*, bearing Cause No. 19-7298-367, which is presently pending in the 367th District Court of Denton County, Texas (hereinafter the "Denton County Lawsuit");

(9) The Denton County Lawsuit involves and is entirely predicated upon the Alchemist Dispute;

(10) Defendant filed a Verified Application for Injunctive Relief in the

Denton County Lawsuit on August 22, 2019, wherein Defendant sought, on an *ex parte* basis without notice to SHRG, issuance of a temporary restraining order enjoining Defendant therein, Jordan Brock (“Brock”) and “anyone acting in concert or participation with Brock or any of the agents who receive actual notice of [the TRO]” from voting shares of stock which were allegedly held by Alchemist at the August 29, 2019 Annual Shareholder meeting for SHRG;

(11) On August 22, 2019 at 3:13 p.m., the Court in the Denton County Lawsuit entered an Amended Temporary Restraining Order (“Denton County TRO”);

(12) On September 11, 2019, Defendant filed a “Motion to Show Cause” in the Denton County Lawsuit, therein seeking an order from the Court directing Keith Halls, John “JT” Thatch, and Kip A. Allison to appear before the Court and explain why they should not be held in contempt for alleged violation of the Denton County TRO;

(13) On November 15, 2019, Defendant filed an “Amended Motion to Show Cause” in the Denton County Lawsuit, wherein Defendant again requests that the Denton County Court hold SHRG Directors Keith Halls, John “JT” Thatch, and Kip A. Allison in contempt for alleged violations of the Denton County TRO, and further requests that the Denton County Court set aside certain actions taken at the August 29, 2019 Annual Meeting of Shareholders of SHRG;

(14) Defendant's Amended Motion to Show Cause is presently set for hearing in the Denton County Lawsuit on January 16, 2020;

(15) The relief requested by Defendant in the Denton County Lawsuit in his Motion to Show Cause and his Amended Motion to Show Cause constitute "adverse actions" against SHRG and its Directors, Keith Halls, John "JT" Thatch, and Kip A. Allison in violation of and contradiction of the clear and unambiguous terms of the Settlement Agreement executed by Defendant;

(16) Plaintiffs will be irreparably harmed unless a temporary restraining order is entered because: (a) Plaintiffs are seeking temporary injunctive relief enjoining acts prejudicial to them; (b) Defendant, in pursuing adverse actions against SHRG and/or its Directors through requested relief in his Motion to Show Cause and Amended Motion to Show Cause in the Denton County Lawsuit, has performed or is about to perform or is procuring or is allowing the performance of an act relating to the subject of this litigation and in violation of the rights of Plaintiffs, and such violations (unless enjoined) would tend to render any judgment in this litigation ineffectual; (c) Plaintiffs are entitled to a writ of injunction under the principles of equity and the statutes of this state relating to injunctions; and/or (d) irreparable injury to the legitimate interests of Plaintiffs is threatened, irrespective of any remedy at law;

(17) As a result of Defendant's actions described herein above, Plaintiffs were threatened with immediate and irreparable harm and have no adequate remedy at law;

(18) Defendant's conduct, as described herein, will cause immediate and irreparable injury to Plaintiffs if such acts are not restrained before a hearing can be held on Plaintiffs' application for temporary injunction. Plaintiffs reasonably believe that the continued conduct of the Defendant will cause Plaintiffs to suffer damages which will not be compensable in money damages or, alternatively Plaintiffs' money damages will be difficult or impossible to calculate. Moreover, Plaintiffs reasonably believe that the Defendant is not capable of responding in money damages for the injuries suffered by Plaintiffs;

(19) Defendant will not be harmed if the requested injunctive relief is granted because Defendant has unambiguously agreed not to engage in the conduct described above in pursuing adverse actions against SHRG and/or its Directors; and

(20) Defendant's conduct, as described above, constitutes breach of contract. It is therefore,

ORDERED, ADJUDGED AND DECREED that Plaintiffs' Application for Temporary Restraining Order be, and hereby is, GRANTED and that Defendant Robert Oblon and his officers, agents, companies, servants, employees, attorneys and those persons in active concert or participation with them be immediately

restrained and enjoined from taking any adverse actions against SHRG and/or the SHRG Parties (as defined in the Settlement Agreement) related to the Alchemist Dispute and/or the Denton County Lawsuit, including but not limited to taking any action(s) to pursue the Motion to Show Cause and/or Amended Motion to Show Cause presently set for hearing in the Denton County Lawsuit on January 16, 2020 and/or taking any other action at all against SHRG and/or the SHRG Parties in the Denton County Lawsuit or pursuing any form of litigation or seeking any other form of relief against SHRG or the SHRG Parties in the Denton County Lawsuit or any other forum or venue until further order of this Court;

It is further, ORDERED, ADJUDGED AND DECREED that, as a condition to the issuance of this Temporary Restraining Order, Plaintiffs shall post a bond or cash deposit in the amount of \$\_\_\_\_\_ to reimburse Defendant for his costs and damages, if any, should the Court later determine that this Order was wrongfully issued. It is further,

ORDERED, ADJUDGED AND DECREED that the District Clerk shall issue appropriate notice and Defendant shall be served without delay in accordance with Texas Rules of Civil Procedure 685-689. It is further,

ORDERED, ADJUDGED AND DECREED that a hearing on Plaintiff's Application for Temporary Injunction is set for \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED this 8<sup>th</sup> of January 2020, at \_\_\_\_\_ o'clock, \_\_\_\_\_.m.

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JUDGE PRESIDING

Injunctive relief denied.

A handwritten signature in black ink that reads "Tom Nowak". The signature is written in a cursive style with a prominent horizontal stroke at the beginning.

1/8/2020