

CAUSE NO. 366-04941-2019

SHARING SERVICES GLOBAL CORPORATION f/k/a	§	IN THE DISTRICT COURT OF
SHARING SERVICES, INC.,	§	
ELEPRENEURS U.S., LLC f/k/a	§	
ELEPRENEUR, LLC and	§	
ELEVACITY U.S., LLC f/k/a	§	
ELEVACITY GLOBAL, LLC,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	COLLIN COUNTY, TEXAS
	§	
ROBERT OBLON,	§	
	§	
Defendant.	§	366 th JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER AND NOTICE OF HEARING ON PLAINTIFFS' APPLICATION FOR TEMPORARY INJUNCTION

Came on to be heard Plaintiffs Sharing Services Global Corporation f/k/a Sharing Services, Inc. ("SHRG"), Elepreneurs U.S., LLC f/k/a Elepreneur, LLC and Elevacity U.S., LLC f/k/a Elevacity Global, LLC's (collectively "SHRG" or "Plaintiffs") Verified Emergency Application for Injunctive Relief ("Application"), therein requesting that the Court issue a temporary restraining order as further requested in the Application. The Court, having considered the Application and the arguments of counsel, is of the opinion that the Temporary Restraining Order prayed for by Plaintiffs should issue pending a hearing on Plaintiffs' Application for Temporary Injunction because (1) there is a substantial probability that Plaintiffs will prevail on the merits of their claims, (2) Plaintiffs have no adequate remedy at

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) Plaintiffs have filed claims for breach of contract regarding Defendant's obligation to return Plaintiffs' property, both tangible and intangible, including, among other things, the websites for SHRG, Elepreneur and Elevacity, along with the email domains related thereto which are used for company email usage, to wit, srhv.com, elepreneurs.com, and elevacity.com;

(4) On August 30, 2019, Judge Richard Davis entered a Temporary Restraining Order in this matter which specifically included a provision that Defendant was enjoined from "utilizing in any way any of the following Domain names: [listing twenty-three (23) separate domain names]";

(5) On September 12, 2019, on the date set for Plaintiffs' Temporary

Injunction hearing, the parties dictated a Rule 11 agreement into the record which included, among other things, an agreement that “[Defendant] will not access any of the domain names identified on Page 2 of the letter that attorney, Matt Davis, addressed to me [counsel for Defendant] dated September 5, 2019, absent further order of the Court or agreement of the parties.” A true and correct copy of the transcript containing the Rule 11 agreement is attached as Exhibit “B” to Plaintiffs’ Application;

(6) A true and correct copy of the September 5, 2019 letter from counsel for Plaintiffs to counsel for Defendant referred to in Exhibit “B” to Plaintiffs’ Application is attached as Exhibit “C” to Plaintiffs’ Application;

(7) The parties agreed on the record that “there are eight domain names, and I’m going to list them now: Elepreneurs.com, Elepreneur.com, Elevacity.com, Elevatepink.com, Elepreneurevent.com, Fielddose.com, Shrvcom.com, and Elepreneursstore.com, that [Defendant] will agree to transfer over to the Plaintiffs on or before 5:00 o’clock p.m. central standard time on Friday, September 13th, 2019”;

(8) Defendant agreed not to take any action with any of the numerous listed related domain names for the Plaintiffs’ affiliated companies. The intent of the parties’ Rule 11 agreement was to provide SHRG with exclusive use of the transferred accounts and Plaintiffs’ related domain names and email systems;

(9) Beginning in May 2019 and ending in September 2019, SHRG's Information Technology Manager, Sean Wilson, managed a company-wide upgrade of all email systems of SHRG;

(10) At the beginning of the project, Defendant provided SHRG's IT department with the user name and password to A2 Hosting, an A2 account that maintained the Domain Name Systems ("DNS") records for the domain Elepreneurs.com. Attached as Exhibit "A" to Mr. Wilson's Affidavit is a true and correct copy of an email from Mr. Wilson to a vendor providing the A2 Hosting access username and password;

(11) In July, 2019, Defendant transferred the ownership of the domain Elepreneurs.com and the hosting account to SHRG, which Mr. Wilson maintained. Attached to Mr. Wilson's Affidavit as Exhibit "B" is a true and correct copy of his record related to maintenance of the Elepreneurs.com domain name system;

(12) During the upgrade project Mr. Wilson routinely accessed the account and never had a problem;

(13) On January 16, 2020, while managing the installation of a new anti-virus software, Mr. Wilson attempted to access the A2 Hosting account and could not access account despite repeated attempts;

(14) When Mr. Wilson contacted A2 Hosting, he learned that the A2 Hosting account is listed as being owned by Defendant. The screen shot of the A2 Hosting

account clearly indicates that SHRG's IT's team access is denied;

(15) The SHRG password has not been changed by Mr. Wilson or anyone on SHRG's IT team;

(16) The only way that SHRG's access to the A2 Hosting account would have been denied is if the password had been changed by the listed owner of the A2 hosting account, and Defendant is listed as the owner of SHRG's A2 Hosting account. Defendant either changed the password of the A2 hosting account or caused the password to be changed. The person who changed the password is now the only person who has access to the SHRG email accounts. SHRG does not currently have access to the A2 hosting account; conversely, Defendant either has access to the SHRG A2 Hosting accounts or can provide Plaintiffs with requisite information necessary to access the SHRG A2 Hosting accounts;

(17) The email domain Elepreneurs.com is the email system used by all of the executives, Officers, and employees of SHRG. Additionally, all SHRG attorneys including SHRG General Counsel use the domain to communicate with SHRG Officers and outside counsel;

(18) Plaintiffs' routine business operations are performed largely by utilizing the SHRG's email system(s), which often includes communications of privileged, confidential, non-public and/or non-published information;

(19) The information transmitted within Plaintiff's email system(s), if not

secured immediately from outside breach, could cause the Plaintiffs companies to be exposed to shareholder lawsuits if the non-public information is made public and stock trading is conducted from that information;

(20) Defendant's actions in changing the password to the SHRG A2 Hosting account and/or causing the password of the SHRG A2 Hosting account demonstrate that Defendant has violated the letter and spirit of the parties' Rule 11 agreement on the record related to the Domains;

(21) 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 taking the actions set forth above, 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;

(22) 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;

(23) 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;

(24) Defendant will not be harmed if the requested injunctive relief is granted because Defendant has no legitimate interest in the SHRG A2 Hosting account, Defendant has agreed not to take any action which would prevent Plaintiffs from obtaining full access to any of the Domains and/or the SHRG A2 Hosting account, and the letter and spirit of the parties' Rule 11 agreement on the record was to provide SHRG with exclusive use of the transferred accounts and Plaintiffs' related domain names and email systems, including SHRG's A2 Hosting account; and

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

ORDERED, ADJUDGED AND DECREED that Plaintiffs' Verified Emergency Application for Temporary Restraining Order be, and hereby is,

GRANTED and that Defendant Robert Oblon and his agents, servants, partners, employees, attorneys, representatives or any other person or entity acting in active concert or participation with them are hereby restrained and enjoined from:

- (1) failing and/or refusing to immediately provide Plaintiffs with the password and/or any and all other information or documentation necessary to permit SHRG's IT team to access the A2 Hosting account;
- (2) changing any DNS records located in the A2 Hosting account for any of Plaintiffs' DNS systems; and
- (3) accessing any of Plaintiffs' email accounts, whether through the domains srhv.com, elepreneurs.com, and/or elevacity.com by any means, including any backdoor access or other unauthorized access, by and through the A2 Hosting account or otherwise;

It is further, ORDERED, ADJUDGED AND DECREED that Defendant shall reasonable cooperate with Plaintiffs and take any and all reasonable and necessary actions to enable Plaintiffs to obtain full and complete access to SHRG's A2 Hosting account;

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 \$ 1,500⁰⁰ 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 1:30 on the ^{29th NB}~~28~~ day of January, 2020.

SIGNED this 21st of January 2020, at 1:34 o'clock, P. .m.


JUDGE PRESIDING

Judge Rayburn M. Nall Jr.