

OCT 29 2013

At 9:26am *AM* M.
Amalia Rodriguez-Mendoza, Clerk

CAUSE NO. D-1-GN-13-003404

STELLARGY SERVICES, LLC,

Plaintiff,

v.

XEROX STATE AND LOCAL
SOLUTIONS, INC. AND
RALSTON RUSSELL,

Defendants.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

419th JUDICIAL DISTRICT

ORDER GRANTING TEMPORARY INJUNCTION

On the date entered below came on to be heard the Application for Temporary injunction (“Application”) filed by Plaintiff Stellargy Services, LLC (“Stellargy”). After reviewing the evidence presented, pleadings, affidavits, and the arguments of counsel, the Court finds there is evidence that harm is imminent to Stellargy because the actions of Defendants are ongoing, it appears that Stellargy has a probable right of recovery against the Defendants, and that if the Court does not issue a temporary injunction, Stellargy will be irreparably injured.

Irreparable injury, loss, and damage will result to Stellargy, for which it does not have an adequate remedy at law, if Defendants and, as applicable, their officers, agents, servants, employees, attorneys and representatives, and all other persons in active concert or participation with them, are not immediately enjoined as set forth below. Stellargy’s employees and subcontractors are being actively solicited and hired away by Defendants. Such conduct is ongoing. In addition, damages resulting from the loss of employees and subcontractors, and the ongoing disruption of Stellargy’s business are not easily calculated and are difficult to ascertain and quantify.

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IT IS THEREFORE ORDERED that Defendants, and their officers, agents, servants, employees, attorneys and representatives, and all other persons in active concert or participation with them, are ordered to refrain from:

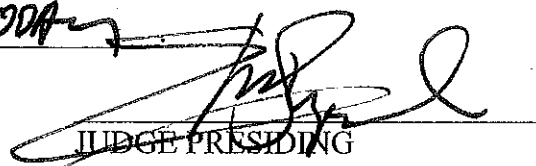
- (1) Soliciting Stellargy's employees for employment by Xerox or any Xerox-related entity;
- (2) Soliciting Stellargy's subcontractors for employment by Xerox or any Xerox-related entity;
- (3) Assisting or inducing Stellargy's employees to leave Stellargy in order to join Xerox or any Xerox-related entity;
- (4) Assisting or inducing Stellargy's subcontractors to leave Stellargy in order to work directly with Xerox or any Xerox-related entity;
- (5) Directly hiring or contracting with Stellargy's current employees; and
- (6) Directly hiring or contracting with Stellargy's current subcontractors.

EM IT IS FURTHER ORDERED that a trial on the merits is set for the 24th day of February, 2014 at 9:00 in the District Court of Travis County, Texas.

IT IS FURTHER ORDERED that the Clerk of the Court shall forthwith upon the filing by Stellargy of a bond in the amount set forth below and following the Clerk of the Court's approval of same or upon Stellargy tendering to the Clerk of the Court, pursuant to Rule 14c of the Texas Rules of Civil Procedure, a cash deposit in such amount in lieu of bond, issue a Writ of Injunction in conformity with the laws and the terms of this Order.

IT IS FURTHER ORDERED that this Order shall not be effective unless and until Stellargy executes and files with the Clerk of the Court or tenders a cash deposit in lieu of bond in the amount of \$ 1500.

SIGNED this 28th day of October, 2013 at 9:00AM


JUDGE PRESIDING
ERIC M. SHEPPERD