



- B. They agree to the terms of this Agreed Temporary Injunction;
  - C. They have waived all rights of appeal from this Agreed Temporary Injunction;
  - D. They actively participated in the negotiations leading up to this Agreed Temporary Injunction and are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full;
  - E. They acknowledge receipt of copies of this Agreed Temporary Injunction and have full and actual notice of the terms of this Agreed Temporary Injunction;
  - F. The issuance and service of a writ of injunction is waived;
  - G. The terms of this Agreed Temporary Injunction are sufficiently detailed and specific to be enforceable by the Court in conformance with Texas Rules of Civil Procedure 683;
2. The Parties further agree that this Agreed Temporary Injunction does not constitute a final judgment of this matter and discovery and final trial of the remaining issues in this case as set forth in the Plaintiff's pleadings will proceed.
3. This Court **FINDS** it has jurisdiction over the subject matter of this case and jurisdiction over the parties, and venue in this district is proper.
4. The Court **FINDS** this temporary injunction may be issued without requiring the State to post a bond. DTPA § 17.47(b).

## **II. DEFINITIONS**

5. "Corporate Defendants" means GEV IO, LLC d/b/a Nomad Internet.
6. "Individual Defendants" means Jessica Diane Garza a/k/a Jessica Diane Harmon d/b/a Nomad Internet, Alan Harmon d/b/a Nomad Internet, and Homero Joshua Garza d/b/a Nomad Internet.

7. “Defendants” means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination, and each of them by whatever name each might be known.

### III. PROHIBITED BUSINESS CONDUCT

8. **IT IS ORDERED** that Defendants and their officers, agents, servants, employees, and any other person or entity in active concert or participation with them—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device—who receive actual notice of this order by personal service or otherwise, are hereby enjoined from engaging in the following conduct until further order of this Court:

- A. Deleting and editing any data or communications pertaining to any suppliers of telecommunication equipment providers on any phones or electronic devices used by any Defendants;
- B. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, invoices or other written materials—including electronic documents—relating to the purchase and sale of telecommunication equipment, including SIM cards, Wi-Fi routers or modems, that are currently or hereafter in any of the Defendants’ possession, custody or control except in response to further orders or subpoenas in this cause;
- C. Transferring, spending, concealing, encumbering or removing from the jurisdiction of this Court any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in possession of, or claimed by any of the Defendants, insofar as such property relates to, arises out of or is

derived from the business operations of Defendants except in response to further orders by the Court;

- D. Selling or offering for sale any telecommunication services, including but not limited to high-speed wired or wireless internet, and cellular plans without authorization or a contractual agreement with a network or service provider;
- E. Manufacturing, purchasing, distributing, delivering, offering for sale, holding, selling, or giving away any product that is intended for telecommunications or wireless data transmission without authorization;
- F. Representing, directly or indirectly, that goods have characteristics, ingredients, uses, or benefits, which they do not have by advertising, offering to sell, or selling any products without first obtaining authorization to resell or lease said item;
- G. Offering for sale or selling products intended to serve as alternatives to traditional internet or telecommunication providers;
- H. Offering for sale or selling products that are false, misleading, or deceptive because the labeling lacks the name and address of the manufacturer, packer or distributor; and a statement of the identity of the commodity;
- I. Failure to disclose information regarding possible consequences of Defendants' services, including internet connective issues, sudden throttling, or unexpected account deactivation, which information was known or reasonably should have been known at the time of the transaction, if such failure to disclose was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;
- J. Failing to cooperate with authorized representatives of the State and Comal County,

including law enforcement representatives, in locating and impounding all telecommunication products in Defendants' custody, care and control or located on Defendants' premises and preserving all documents related to purchase and sale of telecommunication products in Defendants' custody, care or control; and

- K. Advertising or offering for sale unlimited internet or telecommunication services if such services are not "unlimited." Defendants shall revise any reference to "unlimited" on any of Defendants' websites, including but not limited to Nomad Internet and Everywhere Internet LLC websites, to "up to unlimited" within one (1) business day of execution of this order.

9. **IT IS ORDERED** that, within 15 days of the entry of this Order, and to the extent not previously provided to the State of Texas, Defendants shall provide the State of Texas with documents and information previously ordered to be produced pursuant to Section IV of the ex parte Temporary Restraining Order and Asset Freeze in this case.

#### **IV. PRESERVATION OF EVIDENCE**

10. **IT IS ORDERED** that Defendants and their officers, agents, servants, employees, and any other person or entity in active concert or participation with them—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device—who receive actual notice of this Temporary Injunction by personal service or otherwise, are hereby enjoined from transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, or other written or computer generated materials relating to the business of Defendants currently or hereafter in Defendants' possession, custody, or control except in response to further orders or subpoenas in this cause.

## **V. ASSET FREEZE**

11. **IT IS ORDERED** that the Defendants and their officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, shall be restrained from engaging in the following acts or practices until further order of this Court:

A. Transferring, withdrawing, liquidating, spending, concealing, encumbering, removing, dissipating, distributing, assigning, granting a lien or security interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, shares of stock, other assets, or any interest therein, or allowing same to occur, wherever located, that are:

i. Owned, controlled, or held by, in whole or in part, for the benefit of, or subject to access by, or belonging to any Defendant, including but not limited to, any accounts to which any Defendant has signatory authority, and specifically including but not limited to the following accounts:

- **Stripe**
  - SP \* Nomad Internet – Account Id xxxxxxxxxxxx2GIbP
  - <https://nomadinternet.com> – Account Id xxxxxxxxxxxx1DLHI
- **Bank of America**
  - GEV IO, LLC dba Geniuses at Work Corp - Account xxxx0911
  - Jessica Garza - Account xxxx3065
  - Jessica Garza - Account xxxx3285
  - GEV IO, LLC - Account xxxx4572
  - GEV IO, LLC - Account xxxx4611
  - GEV IO, LLC dba Nomad Internet - Account xxxx5047

- BREX
  - Account xxxx8461
  - Account xxxx8054
- ii. In the actual or constructive possession of any Defendant, or
- iii. In the actual or constructive possession of, or owned, controlled, or held by, or subject to access by, or belonging to, any other corporation, partnership, trust, or any other entity directly or indirectly owned, managed, or controlled by, or under common control of, any Defendant;  
and

B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Corporate or Individual Defendant or subject to access, ownership, or control by any Defendant, without providing Plaintiff and the Court prior notice by motion seeking such access.

12. **IT IS ORDERED** that any financial institution—including, but not limited to, the financial institutions specifically named above in paragraph 11—or any business entity or person, maintaining or having custody or control of funds, accounts, or assets of any kind in the name and/or for the benefit of any Defendant, or to which any Defendant has access to or signatory power, who receive actual notice of this Order by personal service, email, facsimile transmission, or otherwise, shall (1) hold and retain within its control any of the assets, funds, accounts or other property, (2) prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation, or other disposal of the assets, funds, accounts or other property, except as permitted in accordance with Section V of this Order, and (3) produce a current balance sheet and the previous six account statements for each account they locate, without further order of the Court.

13. The funds, property, and assets affected by this Section of this Order shall include both existing assets and assets acquired by any Defendant after the effective date of this Order and in violation of this Order.

## VI. MODIFICATION OF ASSET FREEZE

14. **IT IS ORDERED** that all revenues from the business operations of Nomad Internet or Everywhere Internet LLC be released from the asset freeze ordered in Section V and deposited into the Registry of the Court for application by Defendants, to pay for reasonable ongoing business expenses of \$925,000 for the month of April 2023 (*i.e.*, the first month of the pendency of this Temporary Injunction). The Parties agree to meet and confer and submit an amended Agreed Temporary Injunction within 15 days of entry of this Order regarding the amount that shall be released from the asset freeze each month on an ongoing basis from the time period starting May 1, 2023. Defendants shall provide monthly statements of all ongoing business revenues and expenses to the State of Texas until the time of trial.

15. **IT IS FURTHER ORDERED THAT** Defendants' Stripe accounts are unfrozen in order to receive revenues to deposit into the Registry of the Court and refund customers as requested. Defendants shall work with Stripe to ensure these funds are deposited into the Registry of the Court. Defendant shall provide a report of revenue deposited into Stripe, the funds deposited into the Registry of the Court, and a list of refunded customers to the State of Texas at the end of each month.

16. **IT IS FURTHER ORDERED THAT** Defendants will be permitted to withdraw \$1,000 per week from their personal bank accounts for personal expenses and provisions for Jessica Garza, Homero Joshua Garza and their five children. Defendants shall provide monthly bank statements of all ongoing personal expenses to the State of Texas until the time of trial.



17. **IT IS FURTHER ORDERED THAT** Defendants are authorized to pay business-related legal fees and business-related accounting fees to ensure proper oversight of the business and this pending litigation, and will provide invoices to the court for Ex Parte in-camera review at the Court's discretion. Defendants shall provide bank statements each month to the State of Texas to show the amount of legal fees incurred.

18. **IT IS ORDERED** that if any of the parties, persons, or entities referenced in this Order agree in writing, through their authorized representatives or counsel, to specify that certain funds or assets be or remain frozen, or that certain funds or assets be released from the asset freeze ordered in Section V of this Order, then such parties or entities may do so. Any financial institution holding funds or assets subject to the freeze under Section V of this Order shall comply with any written directive relating to the freezing or unfreezing of any bank account or asset referenced in this Order, without further order of this Court, provided such written directive is signed by an Assistant Attorney General representing the State of Texas and an authorized representative or attorney of such Defendant, person or entity with custody or control of the bank account or asset involved. Nothing in this Order shall preclude any party from filing a motion seeking a modification of this Order from the Court.

## **VII. ASSET DISCLOSURE**

19. **IT IS ORDERED** that within ten days of the Court approving the any release of funds from the registry of the Court, as contemplated by Section VI., Defendants will provide a full accounting, including a copy of the payment receipt and invoice, to the Court and all Parties.

## **VIII. CONCLUSION**

20. **IT IS ORDERED** that all Defendants in this cause be and are hereby commanded to

comply with this Temporary Injunction until the final disposition of the case.

21. This Temporary Injunction shall be effective without the execution and filing of a bond because Plaintiff is exempt from such bond under Tex. Civ. Prac. & Rem. Code § 6.001 and DTPA § 17.47(b).

22. ~~Final trial in this cause is hereby set for the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, at \_\_\_\_\_ o'clock \_\_\_\_\_. M.~~ *TWX*

23. The effective date of this Temporary Injunction is the date signed by the Court.

24. Signed this 14<sup>th</sup> day of April, 2023 at \_\_\_\_ o'clock, \_\_.m.

SIGNED this 14<sup>th</sup> day of April, 2023 at 9:36 o'clock, A.m.

*Jacqui Nye Peneau*  
JUDGE PRESIDING

ENTRY REQUESTED BY:

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Attorney General of Texas

BRENT WEBSTER  
First Assistant Attorney General

GRANT DORFMAN  
Deputy First Assistant Attorney General

SHAWN E. COWLES  
Deputy Attorney General for Civil Litigation


STEVEN ROBINSON  
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**ATTORNEYS FOR DEFENDANTS**

*Jessica Garza*

**GEV IO, LLC D/B/A NOMAD INTERNET**

By: Jessica Garza (name)  
President (title) of Gev IO, LLC

State of Florida County of Pinellas

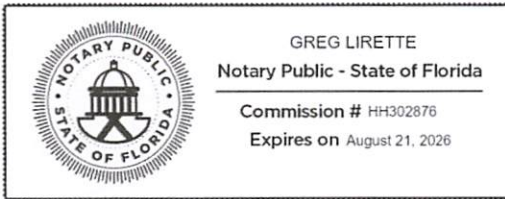
SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of April, 2023,  
to certify which witness my hand and official seal.

by Jessica Garza, as President, for of Gev IO, LLC

Notarized online using audio-video communication

*Greg Lirette*

Greg Lirette



NOTARY PUBLIC IN AND FOR  
THE STATE OF Florida

08/21/2026

My Commission Expires: \_\_\_\_\_

ID - VT STATE DRIVER LICENSE

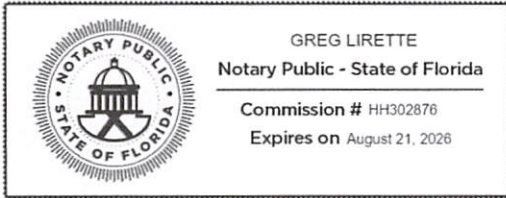
*Jessica Garza*

**JESSICA DIANE GARZA A/K/A JESSICA DIANE HARMON D/B/A NOMAD INTERNET**

State of Florida

County of Pinellas

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of April, 2023,  
to certify which witness my hand and official seal. By Jessica Garza



*Greg Lirette*

TX DRIVER LICENSE PRESENTED

Greg Lirette

NOTARY PUBLIC IN AND FOR  
THE STATE OF Florida

My Commission Expires: 08/21/2026

Notarized online using audio-video communication

*Alan Eugene Harmon*

**ALAN HARMON D/B/A NOMAD INTERNET**

State of Florida

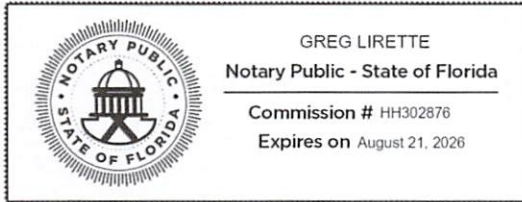
County of Pinellas

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of April, 2023,  
to certify which witness my hand and official seal. By Alan Eugene Harmon

ID PRESENTED - TX DRIVER LICENSE

*Greg Lirette*

Greg Lirette



NOTARY PUBLIC IN AND FOR  
THE STATE OF Florida

Notarized online using audio-video communication

My Commission Expires: 08/21/2026

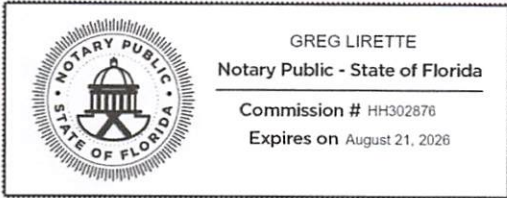
*Homero Garza*

**HOMERO JOSHUA GARZA D/B/A NOMAD INTERNET**

State of Florida

County of Pinellas

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of April, 2023,  
to certify which witness my hand and official seal. By Homero Garza



*Greg Lirette*

DRIVER LICENSE

Greg Lirette

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