

CAUSE NO. 2014-70621

SANDBOX LOGISTICS, LLC and
SANDY CREEK CAPITAL, LLC

Plaintiffs,

v.

ARROWS UP, INC. and
JOHN ALLEGRETTI

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

334th JUDICIAL DISTRICTJB
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Pinky**AGREED INJUNCTION AND FINAL JUDGMENT**

On December 4, 2014, Plaintiffs Sandbox Logistics, LLC ("Sandbox Logistics") and Sandy Creek Capital, LLC ("Sandy Creek") (collectively referred to as "Plaintiffs") filed suit against Defendants Arrows Up, Inc. ("Arrows Up") and John Allegretti ("Allegretti") (collectively referred to as "Defendants") for breach of contract and misappropriation of trade secrets. Plaintiffs sought a temporary restraining order, temporary injunction, and permanent injunction. The Court entered a Temporary Restraining Order against Defendants on December 4, 2014. Plaintiffs and Defendants subsequently agreed to extend the TRO by Agreed Order dated December 17, 2014.

Defendants have consented to this Court's jurisdiction. The Parties stipulate that there is an actual case or controversy that will be resolved by this Agreed Injunction and Final Judgment. Plaintiffs and Defendants entered into a Mutual Non-Disclosure Agreement ("NDA") on or about January 29, 2014. Pursuant to the NDA, Plaintiffs and Defendants exchanged confidential data and information. A dispute arose between Plaintiffs and Defendants regarding the use of that confidential data and information. The Court has reviewed the pleadings in this case and finds that a case or controversy exists, which is properly resolved by the entry of this Agreed

Injunction and Final Judgment. The Parties represent to the Court by their signature below that it is their agreement that this Court enter this Agreed Injunction and Final Judgment and that Defendants are ORDERED as follows:

1) Defendants shall return all of Plaintiffs' confidential data and information provided to them by Plaintiffs pursuant to the NDA. Arrows Up, through an officer of Arrows Up, and Allegretti will also certify in writing that all Plaintiffs' confidential data and information provided to them by Plaintiffs pursuant to the NDA have been returned and that all electronic copies of such Plaintiffs' Confidential Data have been destroyed.

2) Plaintiffs shall return all of Defendants' confidential data and information provided to them by Arrows Up under the NDA. Plaintiffs, through an officer of Plaintiffs, will certify in writing that all Defendants' confidential data and information provided to them by Arrows Up has been returned and that all electronic copies of such Defendants' confidential data and information have been destroyed.

3) Defendants shall return to Plaintiffs all materials, accessories, completed prototypes or works in progress that were manufactured or developed by Defendants as part of the NDA, including but not limited to any accessories or other materials provided by Plaintiffs, such as Plaintiffs' flow-gates by placing such items available for delivery FOB Arrows Up.

4) Defendants, including their agents, employees, officers, directors, representatives, attorneys, assigns, affiliates, and/or successors, agree not to use any of the Plaintiffs' confidential data and information, drawings, prototypes, accessories, works in progress and/or materials provided to them by Plaintiffs pursuant to the NDA for any purpose whatsoever.

5) Plaintiffs, including their agents, employees, officers, directors, representatives, attorneys, assigns, affiliates, and/or successors, agree not to use any of the Defendants' confidential data and information and/or materials provided to them by Arrows Up pursuant to the NDA for any purpose whatsoever.

IT IS THEREFORE ORDERED that an Agreed Injunction and Final Judgment as to the agreed terms set forth above is hereby entered.

IT IS FURTHER ORDERED that Plaintiffs and Defendants are so ORDERED as detailed above.

This Agreed Permanent Injunction and Final Judgment is intended to be a final judgment that disposes of all claims, counterclaims, cross-claims, and third party claims made or asserted by any party in this case. Any relief not specifically granted and awarded herein is denied and dismissed with prejudice.

SIGNED this the 27th day of JANUARY, 2015.



PRESIDING JUDGE



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date. Witness my official hand and seal of office this September 17, 2018

Certified Document Number: 64013023 Total Pages: 3

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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