

CAUSE NO. 25DCV351923

|                            |   |                          |
|----------------------------|---|--------------------------|
| <b>SOLOMON ERIC BOWENS</b> | § | IN THE DISTRICT COURT OF |
|                            | § |                          |
|                            | § |                          |
| VS.                        | § | BELL COUNTY, T E X A S   |
|                            | § |                          |
| <b>SHARON HINES, a/k/a</b> | § | 146th                    |
| <b>SHARON GILBERT</b>      | § | JUDICIAL DISTRICT        |

**PLAINTIFF'S VERIFIED ORIGINAL PETITION AND APPLICATION FOR  
EX PARTE TEMPORARY RESTRAINING ORDER  
AND TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, **SOLOMON ERIC BOWENS**, hereinafter referred to as "Plaintiff", who file this his Verified Original Petition and Application for Ex Parte Temporary Restraining Order and Temporary Injunction, complaining of and against **SHARON HINES, a/k/a SHARON GILBERT**, hereinafter referred to as "Defendant", and for cause of action would show as follows:

**I. DISCOVERY CONTROL PLAN**

1.1 Plaintiff affirmatively pleads that discovery should be conducted in accordance with discovery control plan, Level 3, under Rule 190 of the Texas Rules of Civil Procedure.

**II. PARTIES**

2.1. Plaintiff is a natural person who is a resident of Harris County, Texas.

2.2. Defendant, **SHARON HINES**, is a natural person who is a resident of Bell County, Texas, and may be served by delivering citation and a true and correct copy of this petition to her at her usual place of employment located at 420 E. Avenue C., Killeen, Bell County, Texas, or wherever she can be found.

### **III. RELIEF**

3.1. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Plaintiff states that at this time he seeks monetary relief of over \$250,000 or less, together with non-monetary relief.

### **IV. VENUE AND JURISDICTION**

4.1. Venue is proper in Bell County, Texas pursuant to Texas Civil Practices & Remedies Code because (1) Defendant's usual place of abode and principal place of business are located in Bell County, Texas; and (2) the acts or omissions giving rise to the events made the subject herein took place in Bell County, Texas.

4.2. Jurisdiction is proper in this Court and the amount in controversy is within the jurisdictional limits of this Court.

### **V. BACKGROUND FACTS**

5.1. On or about August 6, 2024, Plaintiff and Defendant, for valuable consideration, entered into a written contract whereby Defendant sold, transferred and conveyed to Plaintiff a 50% ownership interest in and to a business enterprise known as "Twice as Funny Comedy Lounge" (the "Club"), together with the commercial real property upon which the Club was situated (the "Property") located in Killeen, Bell County, Texas. Pursuant to the Agreement, Defendant would be the "General Partner" and Plaintiff would be the "Limited Partner" of a business entity to be formed, a Limited Liability Limited Partnership, called "Twice as Funny Comedy Lounge" (the "Partnership").

5.2. A true and correct copy of the Agreement is attached hereto as Exhibit "A", and is incorporated herein as if set forth at length.

5.3. Defendant induced Plaintiff to enter into the Agreement by representing, promised and assuring Plaintiff that, among other representations, she owned the Club and Property free

and clear of debts and liens, other than a mortgage on the Property with Cadence Bank. (Plaintiff was made fully aware of the mortgage with Cadence Bank by Defendant because Defendant claimed that the funds provided by Plaintiff's investment were urgently need by Plaintiff to bring the mortgage current. Defendant introduced Plaintiff to officer(s) of Cadence Bank and Defendant delivered those funds to Cadence Bank in accordance with the parties' agreement, thereby saving the Property and the Club from an imminent foreclosure sale.)

5.4. Having paid to Defendant (or to Cadence Bank on Defendant's behalf, pursuant to the Agreement), Plaintiff attempted to assume and exercise his rights as "Limited Partner" pursuant to the Agreement and in reasonable reliance upon those material representations made to him by Defendant.

5.5. However, Plaintiff has since learned and discovered, to his dismay and detriment, that Defendant's representations, promises and assurances were false, including, among other things:

- (1) the Club was owned by Twice as Funny Comedy Lounge Limited Liability Company, a Texas LLC (the "LLC"), not Plaintiff;
- (2) the Property was owned by the LLC, not Plaintiff;
- (3) Defendant was operating a kitchen and serving food to guests at the Club (a) without the required legal permits AND (b) she was continuing to operate the kitchen and serve food to guests AFTER being issued a STOPWORK ORDER from a building inspector on May 1, 2024 and having been denied a permit since December, 2024;
- (4) Defendant was operating the Club without paying refunds to guests for shows that were cancelled without prior notice to the guests who arrived, expecting to be attending the show(s);
- (5) Defendant failed to pay labor costs incurred while operating the Club;
- (6) Defendant failed to pay real estate taxes for the Property to prevent loss of the Property to the local taxing authorities; and,
- (7) Defendant entered into a loan transaction with a property tax lender, wherein



Defendant pledged the Property as collateral to a Property Tax Lender without first discussing the transaction with Plaintiff, who owned 50% of the Property pursuant to the express terms and conditions of the Agreement.

- (8) Defendant did NOT own the assumed name for the Club at the time she entered into the Agreement with Plaintiff, having previously filed a d/b/a for "Twice as Funny Comedy Lounge" with another person, Darryl Walker.

5.6. Defendant knew, or should have known, that the LLC, not Defendant, was the owner of the Club and the Property, but made those false representations, and others, in order to induce Defendant to enter into the transaction, one which Plaintiff would NOT have entered into had Defendant made full and honest disclosure of the truth regarding the Club and the Property.

5.7. Based upon information and belief, Defendant has engaged in a history or course of conduct wherein she attempts to defraud others, similarly situated to Plaintiff, to part with funds by falsely promising them ownership of the Club by way of partnership or other financial interest therein.

5.8. Plaintiff more recently attempted to meet with Defendant to obtain from her an accounting and full disclosure of the financial condition and status of the Club and the Property, only to be given excuses as to why Plaintiff should be denied access to the books and records by Defendant, and despite (1) the parties having expressly stipulated in the Agreement that Plaintiff would have access to same and (2) the right to access books and records pursuant to applicable provisions of the Texas Business Corporation Act.

5.9. Defendant has also failed and refused in the past to provide Plaintiff with an accounting as to amounts collected and paid out from shows booked and/or promoted by Plaintiff at and for the Club, resulting in unpaid share of profits derived from those shows.

5.10. Furthermore, based upon information and belief, Defendant is continuing to operate a hair salon at the Property without adequate and just compensation to the Club and/or Plaintiff, a 50% owner of the Property, for her use of the Property rent-free.

5.11. Plaintiff seeks to recover from and against Defendant for funds paid by Plaintiff for out of pocket expenses he has incurred in reliance upon Defendant's representations and promises, including funds expended for radio ads, hotel and transportation for booked acts, advanced payments to booked acts to secure performance; marketing and promotion, all of which



were known to Defendant and for the sole and exclusive use and benefit of the Club.

5.12. Based upon information and belief, Defendant, as agent for the Club, is currently collecting and receiving funds from the operation of the Club and, instead of paying the debts and liabilities of the Club, is appropriating and converting those funds to her personal use and benefit, thereby exposing Plaintiff and the Club to claims and liability therefor.

## **VI. CAUSES OF ACTION**

Plaintiff incorporates the forgoing allegations in paragraph V above and asserts the following claims and causes of action against Defendant:

6.1. Defendant committed common law fraud which was a proximate cause of actual damages and losses to Plaintiff, the Partnership and/or the Club. Such conduct consists of willful misconduct, gross negligence, and/or bad faith.

6.2. Defendant breached her fiduciary duties owed to the Club and/or Partnership, proximately causing Plaintiff to suffer actual and consequential damages proximately resulting from such breach. Such conduct consists of willful misconduct, gross negligence, and/or bad faith. Defendant's wrongful acts include, but are not limited to the following:

- A. Duty of loyalty and utmost good faith;
- B. Duty of candor;
- C. Duty to refrain from self-dealing;
- D. Duty to act with integrity of the strictest kind;
- E. Duty of fair, honest dealing;
- F. Duty of full disclosure.
- G. Duty to account to Defendant for all Club transactions.
- H. Duty to refrain from self-dealing with Club assets;
- I. Duty to fully disclose all material facts known to Defendant that affect Plaintiffs' rights as an owner of the Club and Property;
- J. Duty of good faith, fair dealing, loyalty, and fidelity over the partnership's affairs.
- K. Duty to properly manage, supervise, and safeguard Partnership funds and property, including records of the Club's activity and government reporting documents.

6.3. Defendant committed actual and/or constructive fraud by reason of her acts or omissions described above, including her transfer of Club funds to Defendant's own personal account(s). Such conduct consists of willful misconduct, gross negligence, and/or bad faith.

6.4. Defendant converted partnership property, proximately causing the partnership to suffer pecuniary damage. Such conduct consists of willful misconduct, gross negligence, and/or bad faith.

6.5. Defendant has committed civil theft in violation of Chapter 134 of the Texas Theft Liability Act ("TTLA") by unlawfully appropriating Club and/or Partnership property, which proximately causing the Club and/or the Partnership to suffer actual damages as a result thereof. Such conduct consists of willful misconduct, gross negligence, and/or bad faith.

6.6. Plaintiff is a creditor of Defendant, having provided the Club with valuable services. Defendant has committed a fraudulent transfer (or transfers) of the Club and/or Partnership funds, with the intent to defraud Plaintiff and/or the Partnership, and which proximately caused Plaintiff and/or the Partnership to suffer actual damages as a direct and proximate result thereof. Such conduct consists of willful misconduct, gross negligence, and/or bad faith.

6.7. Defendant's conduct also constitutes fraud, fraudulent inducement and / or negligent misrepresentation, which proximately caused Plaintiff to suffer actual damages and consequential damages and losses as a result thereof.

## **VII. ACTUAL AND CONSEQUENTIAL DAMAGES**

7.1. The conduct described in the preceding paragraphs was a proximate cause of actual and consequential damages to Plaintiff including but not limited to the funds lost by reason of Defendant's conduct; the out of pocket expenses incurred by Plaintiff; any profit that would have accrued to the Partnership if there had been no breach of trust by Defendant; and, prejudgment and post-judgment interest thereon.

7.2. The amount of Plaintiff's damages are within the jurisdictional limits of the Court.

7.3. Pursuant to TBOC § 101.463, Plaintiff requests that any recovery awarded herein be paid directly to the Plaintiff to protect the interests of creditors.

## **VIII. PUNITIVE OR EXEMPLARY DAMAGES**

8.1. The conduct of Defendant warrants the imposition of exemplary or punitive

damages to punish Defendant and to deter similar conduct by Defendant and others who may serve in a fiduciary capacity in the future. Accordingly, Plaintiff seeks an amount of exemplary or punitive damages exceeding the minimum jurisdictional limits of the Court and to be determined by the trier of fact.

8.2. Plaintiff also seeks recovery of additional statutory damages pursuant to the Texas Theft Liability Act to be awarded by the trier of fact in a sum not to exceed \$1,000.

### **IX. CONSTRUCTIVE TRUST**

9.1. Plaintiff requests that the Court enter an order imposing a constructive trust on all proceeds, funds, or property obtained as a result of Defendant's illegal and unlawful acts and/or omissions described above.

9.2. Defendant should also be required to disgorge any profit or other benefits she derived from her theft.

9.3. Plaintiff further requests that the Court enter an order directing any and all third parties in possession and/or control of property obtained as a result of Defendant's misconduct to re-convey or transfer such Partnership property back to the Partnership

### **X. ACCOUNTING**

10.1 Although Plaintiff has made numerous requests to Defendant to provide an accounting before filing this lawsuit, Defendant failed and refused to comply, thereby making it necessary for Plaintiff to pursue litigation herein.

10.2. Plaintiff requests that the Court enter an order compelling Defendant to provide Plaintiff with a written, detailed accounting covering all transactions since the creation of the Partnership and produce any and all documents which evidence, reflect or support such an accounting; and order Defendant to disgorge and pay all monies she misappropriated and/or converted in her capacity as a General Partner of the Partnership.

### **XI. COMPENSATION DENIED**

11.1. Plaintiff requests that the Court deny Defendant any compensation and/or reimbursement of expenses incurred in maintaining the Partnership and/or Club due to her wrongful conduct described above.

### **XII. RIGHT TO USE DOCUMENTS**

12.1. Pursuant to Rule 193.7 of the Rules of Civil Procedure, Plaintiff hereby



gives notice of the intent to use any documents produced by any party in this case.

### **XIII. CONDITIONS PRECEDENT**

13.1. All conditions precedent to Plaintiff's right to recover herein have occurred or been performed, or are excused.

### **XIV. TRO AND INJUNCTIVE RELIEF**

Plaintiff seeks a temporary restraining order and, after notice and hearing, a temporary injunction against Defendant:

14.1 As shown above, Defendant, an "insider", as this term is used in the Texas Uniform Fraudulent Transfer Act, has wrongfully removed and/or concealed funds and assets of the Club and/or Partnership.

14.2. Based upon information and belief, Defendant has retained possession or control of the property transferred after the transfer. The transfers or obligations were concealed. These transfers were of substantially all of the LLC's assets. Defendant has absconded. There is no legitimate Club business use or purpose for the transfer and her removal of the funds leaves the Club insolvent.

14.3. As pointed out above, Defendant is believed to be currently engaged in the misappropriation and conversion of funds received by the Club and/or Partnership for tickets, food and merchandise, for her own personal use.

14.4. Unless restrained, Defendant will continue to divert and/or withdraw funds from the Club and/or Partnership in an unlawful manner and for the purposes described above and she continues to place those funds beyond the reach of Plaintiff, the Club and the Court. As such, unless restrained, Defendant will continue to cause imminent and irreparable harm for which there is no adequate remedy at law. Money damages cannot adequately compensate Plaintiff, but for the fraudulent transfer of the funds in question, as Defendant is believed to have absconded with the funds and may have already removed them from the reach of court process and/or created potential liability for failing to pay the Property Tax Lender and other creditors pursuant to Defendant's fiduciary duties.

14.5. As a result, Plaintiff seeks a temporary restraining order, not to exceed fourteen days and, after notice and a hearing, a temporary injunction preventing Defendant from further access, use and possession of the Club until a trial on the merits. A temporary restraining order

and temporary injunction are necessary to preserve the Club and/or Partnership assets pending a trial on the merits and are warranted by the requirements of the controlling law.

14.6. There is a substantial likelihood that Plaintiff will prevail on the merits of his claims against Defendant as Defendant's diversion, withdrawal, removal, conversion and/or dissipation of the Club and/or Partnership assets clearly and unequivocally works to the detriment and harm of Plaintiff, the Club and/or the Partnership.

14.7. The threatened injury to Plaintiff and the Partnership outweighs any possible damage to Defendant. There is no legitimate business use or purpose for Defendant's misappropriation of the Club and/or Partnership assets.

14.8. Accordingly, Plaintiff is entitled to a temporary restraining order and temporary injunction that provides as follows:

- (a) Prohibiting Defendant from transferring, conveying, encumbering, moving, or otherwise disposing of any assets of any kind of the Property, the Club, the Partnership and LLC, including funds held in the LLC business checking account.
- (b) Prohibiting Defendant from transferring, conveying, moving or otherwise disposing of any funds Defendant withdrew, transferred and removed from the Club.
- © Prohibiting Plaintiff from operating and managing the Club, including but not limited to booking and presenting to the consuming public talent / entertainment for future shows and programming; marketing and promotion of future shows and programming, and incurring any expense in connection with the operation of the Club and Partnership.

#### **XV. ATTORNEY'S FEES**

15. Plaintiff seeks recovery of all reasonable and necessary attorney's fees, expenses of litigation and costs in this case at all levels of the judicial process.

#### **PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff respectfully prays that Defendant be cited to appear and answer herein and that, on final trial, Plaintiff have and recover judgment against Defendant for all relief sought herein, including but not limited to:

1. Plaintiff's actual damages and consequential damages to the extent permitted by

law;

2. Exemplary and/or punitive damages to the extent permitted by law and/or equity;
3. Injunctive relief;
4. Accounting;
5. Plaintiff's reasonable and necessary attorneys' fees, for both the trial and appeal of this action, in a sum to be determined by the trier of fact;
6. Pre-judgment and post-judgment interest as provided by law;
7. Costs of Court; and,
8. All other relief to which Plaintiff may be justly entitled.

Respectfully submitted,

By: /s/Stephan E. Rubin  
STEPHAN E. RUBIN  
Attorney at Law - Mediator  
7322 Southwest Freeway, Suite 2010  
Houston, Texas 77074  
(713) 858-9407- Telephone  
SBN: 17360340  
[Sonicrubin@gmail.com](mailto:Sonicrubin@gmail.com)

ATTORNEY FOR PLAINTIFF



## LIMITED LIABILITY LIMITED PARTNERSHIP AGREEMENT

This Limited Liability Limited Partnership Agreement (the "Agreement") is made and entered into as of this 6 day of August, 2024, by and between:

### 1. General Partner:

Name: Sharon Gilbert  
Address: 420 E. Ave. C  
City, State, Zip: Killeen TX 76541

### 2. Limited Partner:

Name: Solomon Eric Bowers  
Address: 5959 Westheimer #109  
City, State, Zip: Houston, TX 77057

## RECITALS

WHEREAS, the General Partner and the Limited Partner (collectively, the "Partners") wish to form a Limited Liability Limited Partnership (the "Partnership") to engage in the operation and management of a comedy club (the "Comedy Club") located at 420 E Ave. C, Killeen TX 76541 (the "Property");

WHEREAS, the Limited Partner desires to acquire an interest in the Property and the Comedy Club in exchange for their investment;

WHEREAS, the Property will serve as collateral for the purposes of this Partnership;

WHEREAS, the Partners agree to share ownership and profits of the Comedy Club equally, on a 50/50 basis;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Partners agree as follows:

#### 1. Formation and Name

The Partners hereby form a Limited Liability Limited Partnership under the name "Twice As Funny Comedy" (the "Partnership"), pursuant to the laws of the state of Texas.

#### 2. Purpose

The purpose of the Partnership is to own, operate, and manage the Comedy Club and to engage in any other lawful business activities related thereto.

#### 3. Acquisition of Interest in Property

In consideration of an investment of \$ 36,000 (the "investment") by the Limited Partner, the Limited Partner shall acquire a 50% interest in both the Property and the Comedy Club. The General Partner shall transfer to the Limited Partner a 50% ownership interest in the Property and the Comedy Club, and such interest shall be reflected in the Partnership's records.

EXHIBIT "A"

4. **Capital Contributions**

The General Partner shall contribute the Property and operational management resources, while the Limited Partner shall provide the Investment. Both Partners shall share equally in the capital and financial responsibilities of the Partnership as described in subsequent documents.

5. **Ownership and Profit Sharing**

The Partners shall own the Comedy Club and the Property in equal shares, with each Partner holding a 50% interest in the Partnership. All profits and losses from the Comedy Club shall be shared equally between the Partners.

6. **Management**

The General Partner shall be responsible for the day-to-day management and operations of the Comedy Club. The Limited Partner shall not participate in the management but shall have the right to inspect the Partnership's books and records.

7. **Liability**

The liability of the Limited Partner shall be limited to the extent of their capital contributions, and the General Partner shall assume responsibility for the day-to-day management and operations of the Partnership.

8. **Collateral**

The Property located at 420 E. Ave C., Killeen TX, 76541, shall be used as collateral for any financing or obligations undertaken by the Partnership.

9. **Term and Termination**

This Agreement shall commence on the date hereof and continue until terminated by mutual agreement of the Partners or as otherwise provided by law. Upon termination, the Partnership shall be liquidated, and the assets shall be distributed according to the Partners' respective interests.

10. **Dispute Resolution**

Any disputes arising under this Agreement shall be resolved through mediation, and if necessary, arbitration in Harris County, Texas.

11. **Miscellaneous**

This Agreement constitutes the entire agreement between the Partners and supersedes all prior agreements and understandings. Any amendments or modifications to this Agreement must be in writing and signed by both Partners.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

**GENERAL PARTNER:**

Signature: [Signature]  
Name: Sharon Gilbert  
Title: Owner

**LIMITED PARTNER:**

Signature: 

Name: Eric C Bowens

Title: \_\_\_\_\_

now draft exhibit A which will be a newly drafted deed for the property which is located in Killeen, Texas, Bell County



**EXHIBIT A**

**DEED**

**THIS DEED** is made and executed this 6 day of August, 2024, by and between:

**GRANTOR:**

Name: Sharon Gilbert  
Address: 420 E. Ave C  
City, State, Zip: Killeen TX 76541

**GRANTEE:**

Name: Solomon Eric Bowers  
Address: 5959 Westhain #164  
City, State, Zip: Houston TX 77057

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of \$ 36,000 (Thirty Six Thousand Dollars) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and transfer unto the Grantee, their heirs and assigns, all of the Grantor's right, title, and interest in and to the following described real property situated in Bell County, Texas:

**LEGAL DESCRIPTION:**

Parcel ID: 0141350000  
Address: 420 E Ave C  
City: Killeen  
State: Texas  
Zip Code: 76541

**[Legal Description of Property]**

Together with all and singular the rights, members, and appurtenances thereunto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the above-described premises unto the Grantee, their heirs and assigns, forever.

**SUBJECT TO** all liens, encumbrances, easements, and restrictions of record affecting the Property.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal on the day and year first above written.

GRANTOR:

Signature: [Signature]  
Name: Sharon Gilbert  
Title: \_\_\_\_\_

GRANTEE:

Signature: [Signature]  
Name: Solomon, ERIC BOWENS  
Title: Partner

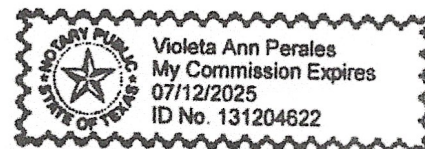
ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF BELL

Before me, the undersigned authority, on this 6 day of August, 2024, personally appeared Sharon Gilbert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office

Signature: [Signature]  
Notary Public, State of Texas  
Name: Violeta Ann Perales  
My Commission Expires: 7/12/25



|                         |  |
|-------------------------|--|
| Title                   | 20240806_LIMITED LIABILITY LIMITED PARTNERSHIP AGREEMENT.pdf |
| File name               | 20240806_LIMITED%...P%20AGREEMENT.pdf                        |
| Document ID             | ee55c834f6202e1a37421e0bed692e17aa27910d                     |
| Audit trail date format | MM / DD / YYYY   |
| Status                  | • Signed   |

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### Document History



SENT

08 / 06 / 2024  
16:09:34 UTC

Sent for signature to Sabrina E. Montgomery Mendoza  
([sharongilbert310@gmail.com](mailto:sharongilbert310@gmail.com)) from  
[vperales@texasbulldoglaw.com](mailto:vperales@texasbulldoglaw.com)  
IP: 198.0.91.117



VIEWED

08 / 06 / 2024  
16:12:45 UTC

Viewed by Sabrina E. Montgomery Mendoza  
([sharongilbert310@gmail.com](mailto:sharongilbert310@gmail.com))  
IP: 104.28.50.212



SIGNED

08 / 06 / 2024  
16:16:21 UTC

Signed by Sabrina E. Montgomery Mendoza  
([sharongilbert310@gmail.com](mailto:sharongilbert310@gmail.com))  
IP: 104.28.50.212



COMPLETED

08 / 06 / 2024  
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The document has been completed.

CAUSE NO. \_\_\_\_\_

SOLOMON ERIC BOWENS

VS.

SHARON HINES, a/k/a  
SHARON GILBERT

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§

IN THE DISTRICT COURT OF

BELL COUNTY, T E X A S

\_\_\_\_\_ JUDICIAL DISTRICT

VERIFICATION

STATE OF TEXAS

COUNTY OF HARRIS

§  
§  
§

**BEFORE ME**, the undersigned authority, personally appeared **SOLOMON ERIC BOWENS**, who, by me duly sworn, deposed as follows:

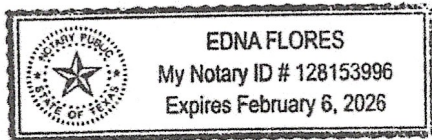
“My name is **SOLOMAON ERIC BOWENS** I am the Plaintiff in the above-entitled and numbered cause and the factual statements contained in paragraph V of Plaintiff’s Original Petition; Verified Application for Temporary Restraining Order and, Temporary Injunction are within my personal knowledge and are true and correct.

Further affiant sayeth not.”



\_\_\_\_\_  
**SOLOMON ERIC BOWENS**

**SIGNED** under oath before me on the 13 day of February, 2025.

  
\_\_\_\_\_  
Notary Public, State of Texas