

**Richard G. Grant**  
Tex. Bar No. 08302650  
[rgrant@cm.law](mailto:rgrant@cm.law)  
Telephone: 214-210-2929

**Grant A. Wash**  
Tex. Bar No. 24047066  
[gwalsh@cm.law](mailto:gwalsh@cm.law)

**Cheryl E. Diaz**  
Tex. Bar No. 05804350  
[cdiaz@cm.law](mailto:cdiaz@cm.law)

**CM LAW PLLC**  
National Litigation Support Center  
13101 Preston Road, Suite 110-1510  
Dallas, Texas 75240  
*Attorneys for Pickleball Kingdom Franchising, LLC*

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

In re:	§	
	§	
PK PLANO, LLC,	§	Case No. 25-43688-MXM-11(V)
	§	Chapter 11 (Sub V)
Debtors.	§	
	§	

	§	
PICKLEBALL KINGDOM FRANCHISING, LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Adv. No. _____
	§	
PK PLANO, LLC,	§	
	§	
Defendant.	§	

**PLAINTIFF’S EMERGENCY APPLICATION FOR TEMPORARY RESTRAINING  
ORDER, TEMPORARY INJUNCTION AND PERMANENT INJUNCTION  
&  
MOTION FOR EXPEDITED DISCOVERY**

Plaintiff Pickleball Kingdom Franchising, LLC (“Plaintiff” or “Franchisor”), files this its *Emergency Application for Temporary Restraining Order, Temporary Injunction and Permanent Injunction* against the Debtor, PK PLANO, LLC (“Defendant” or “Debtor”), and respectfully states as follows:

### **PRELIMINARY STATEMENT**

1. Plaintiff is a franchisor that offers a multi-state franchise system of indoor pickleball clubs and facilities operating under the brand Pickleball Kingdom® (the “System”). In May 2023, Franchisor entered into a written franchise agreement (“Franchise Agreement”; Exhibit F1) with Debtor’s sole member, Pickleball-NTX GP, LLC (“Franchisee” or “Pickleball NTX”) to establish and operate a Pickleball Kingdom franchise at 1301 Custer Road, Suite 200, Plano, Texas (the “Plano Location”). The Franchisee’s performance under the Franchise Agreement was personally and unconditionally guaranteed by Debtor’s sole manager, Daniel Jenkins, together with his wife, Amy Jenkins (collectively, Franchisee and Mr. and Mrs. Jenkins are referred to as “Franchisee Parties”). At the inception of the Franchise Agreement, each of Franchisor, the Franchisee Parties and the Landlord at the Plano Location agreed that Franchisee was the franchisee and the tenant of Landlord.

2. In material breach of the Franchise Agreement, at some point after it was executed, the Franchisee Parties (and apparently the Landlord) colluded with Debtor to purportedly transfer and assign their rights for the operation of their Pickleball Kingdom franchise to Debtor in express violation of the Franchise Agreement. After over a year of operations at the Plano Location under the Pickleball Kingdom brand, on September 25, 2025, Plaintiff learned in a letter from counsel for Franchisee and Debtor (Exhibit F3) that the Franchisee Parties breached their obligations under the Franchise Agreement and restrictive

covenants contained therein by unilaterally abandoning the Pickleball Kingdom System and re-branding their business as “Lone Star Pickleball Club” without prior notice to or authorization from Plaintiff. The Franchise Agreement precludes not only Pickleball NTX GC, LLC from such unlawful action, but also prohibits it from doing so “through, or on behalf of, or in conjunction with any other person, legal entity, or association.”<sup>1</sup> Given that Debtor is wholly owned by its sole member, Franchisee Pickleball NTX GC, LLC, the noncompetition covenants contained in the Franchise Agreement also extend to Debtor.

3. Franchisee Parties’ unlawful conduct, in collusion with Debtor, includes removing or modifying permanent interior and exterior signage for Pickleball Kingdom, removing or modifying interior branding, using confidential customer data, implementing a new marketing campaign, and commencing other operational changes to create a directly competing pickleball business, all in clear violation of their terms and obligations as Pickleball Kingdom’s franchisees/guarantors. On September 30, 2025, the 416<sup>th</sup> Judicial District Court of Collin County, Texas issued a *Temporary Restraining Order* under Case No. 416-07760-2025 (the “State Court Action”) against the Franchisee Parties to enjoin their continued material breach of the Franchise Agreement.

4. Plaintiff now files this concurrent action for injunctive relief and a temporary restraining order against Debtor in this Court to further protect and enforce its rights under the Franchise Agreement and asks the Court to immediately and preliminarily enjoin Debtor from colluding with the Franchisee Parties in the continued unlawful operation of the “Lone Star Pickleball Club” business until this dispute is resolved either before this Court or in other proceedings pursuant to the franchise agreement.

---

<sup>1</sup> *Franchise Agreement* § XI(C)(2) (Exhibit F2).

## STATEMENT OF FACTS

5. Plaintiff hereby incorporates by reference the statement of facts set forth in paragraphs 1-34 of *Plaintiff's Original Complaint* filed contemporaneously herewith as if fully set forth herein.

### **EMERGENCY APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION AND PERMANENT INJUNCTION**

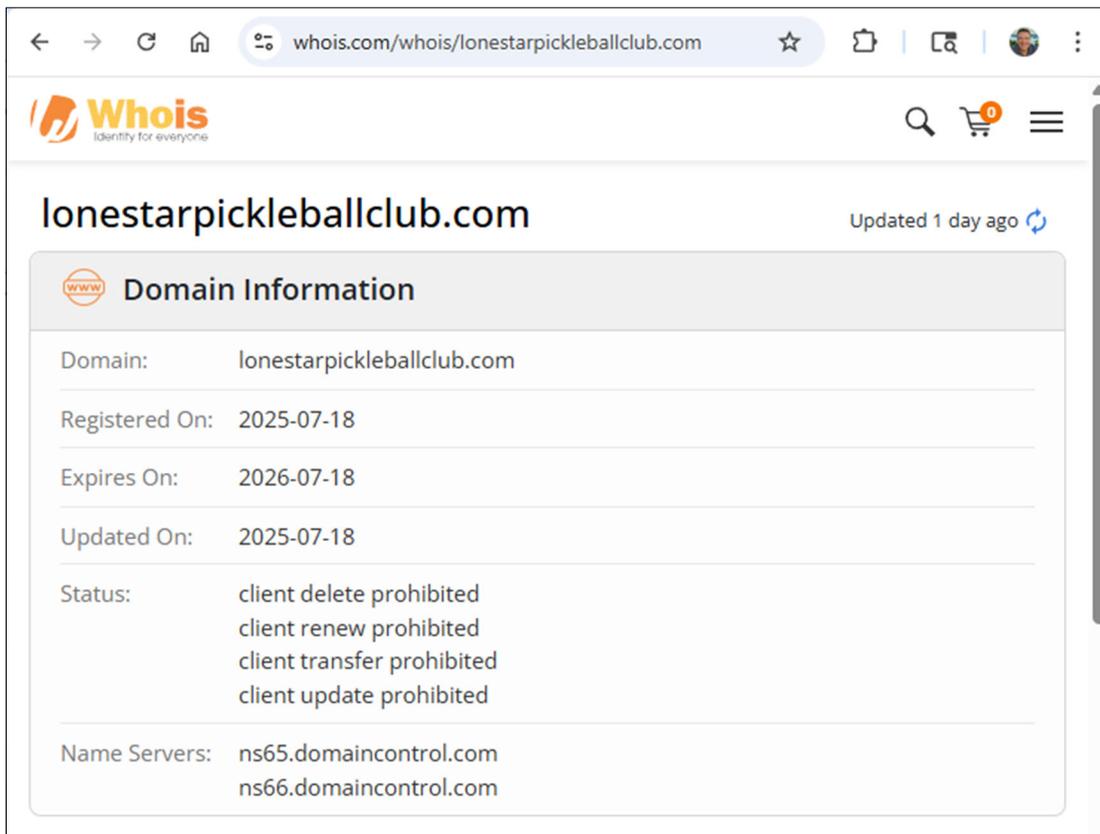
6. Based on the facts set forth in *Plaintiff's Original Petition*, Plaintiff makes the following application for temporary restraining order, temporary injunction, and permanent injunction. This application is supported by the attached verification of Michael "Ace" Rodrigues, the Chief Executive Officer of Plaintiff Pickleball Kingdom Franchising, LLC.

7. Plaintiff incorporates and re-alleges each of the preceding paragraphs.

8. Plaintiff is entitled to injunctive relief against Defendant and its manager, Daniel Jenkins, and all persons or entities in active concert or participation with them because of their ongoing breaches and unlawful actions.

9. By its own admission, Franchisee/Debtor has materially breached the Franchise Agreement by (i) abandoning the Pickleball Kingdom Business, and (ii) opening a competing business. Franchisee/Debtor has also materially breached the Franchise Agreement by attempting to divert existing Pickleball Kingdom customers to the new business and by admittedly utilizing Plaintiff's Confidential Information to do so. Franchisee/Debtor admitted that it was already operating its new business at the time it purported to terminate the Franchise Agreement, which suggests that Franchisee/Debtor's plan to abandon the business had been in place for some time. Indeed, a public search of Internet domain ownership records reveals that the URL being used by

Franchisee Parties' competing business was purchased/registered on July 18, 2025 – *over two months before Debtor filed the present bankruptcy action:*



10. Franchisee/Debtor was undoubtedly assisted in its actions by their owner and sole manager, Daniel Jenkins, and likely with the knowledge and assistance of Franchisee's other owner, Defendant Amy Jenkins. A *Temporary Restraining Order* (Exhibit F11) has already been issued in the State Court Action against the nondebtor parties, to wit, Franchisee and Mr. and Ms. Jenkins.

11. Plaintiff will suffer irreparable harm if the Debtor, acting as the alter ego of the Franchisee, is not also enjoined from continuing its current course of unlawful action, and the

---

<sup>2</sup> <https://www.whois.com/whois/lonestarpickleballclub.com> (September 29, 2025)

threat of irreparable harm to Plaintiff is immediate. The actions of the Debtor, Franchisee and its owners, Daniel Jenkins and Amy Jenkins, in abandoning the Pickleball Kingdom Business and opening a competing business (i.e., Lone Star Pickleball Club) in the exact same Plano Location a mere hours later have already caused customer confusion and are highly likely to cause additional harm if they are allowed to continue their unlawful conduct. The email sent by Daniel Jenkins on behalf of Franchisee (Exhibit F6) to existing Pickleball Kingdom Business members on its face causes confusion. It certainly appears from the communication that the business has simply undergone a name change and that it is still affiliated with and a part of Plaintiff's System.

12. These actions additionally threaten a loss of goodwill, customer trust, and brand reputation. Moreover, the Debtor's and Franchisee Parties' admitted use, collectively, of Plaintiff's systems and data to divert Plaintiff's customers to another competing business threatens Plaintiff's long-term business viability. Allowing a rogue franchisee and its owners to operate a competing business using Plaintiff's Confidential Information, including customer information, undermines the integrity of the franchise System and poses a systemic risk. It encourages noncompliance by other franchisees. And the longer that Franchisee/Debtor continues to operate a competing business, the greater the risk of customer confusion, data leakage, and reputational damage.

13. Plaintiff is likely to prevail on the merits of this case. As set forth above, Franchisee/Debtor has admitted in writing to a material breach of the Franchise Agreement and the noncompetition and confidentiality obligations thereunder. The Franchisee Parties agreed in the Franchise Agreement that the breach of their noncompetition and confidentiality obligations creates a risk of irreparable harm that entitles Plaintiff to injunctive relief, without bond, and

such obligations extend to Defendant Debtor as a matter of law because Franchisee is the sole member of Debtor and is Franchisee's alter ego. Regardless of the alleged excuses for their unlawful actions, the Franchise Parties and Debtor as their alter ego, agreed in the Franchise Agreement and related agreements that any claims they have against Plaintiff, whether arising under the Franchise Agreement or otherwise, are no defense to their violation of their noncompete and confidentiality obligations.

14. Plaintiff has no other adequate remedy at law for Debtor's ongoing misconduct. Specifically, money damages will be unable to undo the injury to Plaintiff's business, reputation, goodwill, and customer relations, or to provide redress for the instability to Plaintiff's System that may result from Debtor's actions. It is extremely difficult, if not impossible, to quantify systemic damage, reputational damage and the loss of goodwill.

15. Moreover, the threatened injury to Plaintiff outweighs any possible damage to Debtor. In fact, Franchisee/Debtor will lose absolutely nothing by an injunction—it simply will be forced to abide by the contractual agreements that were made to induce Plaintiff to enter into the Franchise Agreement – agreements in which they consented to the relief requested herein. Debtor knew that it was attempting to circumvent the Franchise Agreement and the Conditional Lease Assignment and the confidentiality and noncompetition agreements of the nondebtor parties that survive termination of the Franchise Agreement, and Debtor therefore knew or should have known that opening a competing business was a material breach that would likely be met with a request for injunctive relief.

16. The public interest is served by an injunction as it protects the substantial investment made by Plaintiff in its System, Marks, and goodwill; preserves the integrity of Plaintiff's Confidential and Information, which Debtors are utilizing without Plaintiff's consent

to compete unfairly; and enforces the valid agreements between the parties. In sum, unless the Court issues the temporary injunction as requested, Plaintiff will continue to suffer imminent and irreparable harm.

17. Accordingly, Plaintiff requests that this Court issue a temporary restraining order (followed by a temporary and permanent injunction) restraining and enjoining Debtor and any of its respective agents, servants, employees, managers, members, representatives, and any persons or entities acting in concert or participation with it, as follows:

- a) For a two-year period commencing from the Notice of Termination, from directly or indirectly diverting, or attempting to divert, any business or customer of Pickleball Kingdom Businesses to any competitor (i.e., any business offering pickleball-related services or products), including Lone Star Pickleball Club;
- b) For a two-year period commencing from the Notice of Termination, from owning, maintaining, operating, engaging in, or having any financial or beneficial interest in, advising, assisting or making loans to, any business that is the same as, or similar to, a Pickleball Kingdom Business (i.e., any business offering pickleball-related services or products), including Lone Star Pickleball Club, which is, or is intended to be, located (i) at the Plano Location, (ii) within the Protected Area, (iii) within a fifty (50)-mile radius of the Plano Location, or (iv) within a fifty (50)-mile radius of the location of any Pickleball Kingdom Business then in existence or under construction.
- c) From using Plaintiff's Confidential Information in any other business or capacity;
- d) From holding themselves out as or representing to the public that they are one of Plaintiff's present or former franchisees;
- e) From using in any manner whatsoever the Marks and any Confidential Information associated with the System, including all signs, advertising materials, displays, stationery, forms, and any other items which display the Marks;
- f) From using any assumed name, fictitious name or equivalent which contains the mark "Pickleball Kingdom" or any other Marks;
- g) From using any reproduction, counterfeit, copy or colorable imitation of the Marks which is likely to cause confusion, mistake, or deception, or which is likely to dilute Plaintiff's rights in and to the Marks;
- h) From using any designation of origin or description or representation which falsely suggests or represents an association or connection with Plaintiff;

- i) From advertising or marketing any information about “Lone Star Pickleball Club”;
- j) From removing, disposing of or destroying any furnishings, equipment, signage, or Plaintiff’s proprietary Marks from the Plano Location (or wherever else they are currently being stored by Debtor); and
- k) From interfering with the immediate turnover, transfer and/or assignment to Plaintiff of the Plano Location’s business telephone number (469) 969-0000 and the URL domains: [pickleballkingdomntx.com](http://pickleballkingdomntx.com) and [pickleball-ntx.com](http://pickleball-ntx.com).

**EMERGENCY MOTION FOR EXPEDITED DISCOVERY**

18. Plaintiff requests leave of Court to commence expedited discovery in this matter in connection with its request for temporary injunction and to prepare for the injunction hearing.

19. In connection with its request for the temporary injunction, and in preparation for the temporary injunction hearing, Plaintiff has a substantial need for information which should be discoverable through expedited discovery, including abbreviated depositions of the Franchisee Parties and Debtor, and a limited exchange of document requests.

20. The limited discovery that Plaintiff seeks in aid of its request for a temporary injunction will better enable the Court to evaluate the parties’ positions, relationships, and their respective chances for success on the merits, including the extent to which Franchisee Parties and the Debtor have breached the Franchise Agreement, the timing of the formation of the business known as Lone Star Pickleball Club, and the specifics behind the Debtor’s commandeering of a franchised Pickleball Kingdom location for a competing business.

21. Moreover, engaging in the limited expedited discovery will promote efficiency of the proceedings in this case by allowing the parties to prepare a streamlined presentation of evidence at the temporary injunction hearing, which will prevent the waste of judicial resources. The information sought by Plaintiff either cannot be discovered from other sources or cannot be discovered from other sources without undue hardship and prejudicial delay to Plaintiff.

22. Debtor will not be prejudiced by complying with the expedited discovery because the discovery requests set forth below are narrowly tailored in scope and time and would have to be produced by Debtor at some point in the litigation anyways. Therefore, good cause exists for Plaintiff to take the discovery described herein in an expedited fashion. Accordingly, Plaintiff respectfully requests the following expedited discovery:

a) Plaintiff requests that Debtor be ordered to produce the following items to Plaintiff within five (5) days of this Court's order on this Motion:

- (1) The written lease agreement and amendments for the Plano Location at 1301 Custer Road, Suite 200, Plano, Texas 75075.
- (2) All documents and communications related to the lease of the Plano Location at 1301 Custer Road, Suite 200, Plano, Texas 75075.
- (3) All documents and communications by, to, with or between the Debtor and the Franchisee Parties regarding their decision to cease operating the Plano Location as a Pickleball Kingdom franchise;
- (4) All documents and communications by, to, with, or between the Debtor and the Franchisee Parties regarding their decision to operate the Plano Location as the business called Lone Star Pickleball Club;
- (5) All documents and communications between the Debtor and any third parties (including vendors, customers, and members of Plano Location) regarding their decision to cease operating the Plano Location as a Pickleball Kingdom franchise or the decision to open the business called Lone Star Pickleball Club;
- (6) All documents and communications between the Debtor and the landlord of the Plano Location regarding their decision to cease operating as a Pickleball Kingdom franchise or to open the business called Lone Star Pickleball Club; and
- (7) A complete list of all email addresses that were used for the distribution of the email sent from [info@pickleballkingdomtx.com](mailto:info@pickleballkingdomtx.com) on September 26, 2025, with the subject "Welcome to Lone Star Pickleball Club".

b) Plaintiff requests that within five (5) days after the Debtor have complied with this Court's order to produce documents and answer the above interrogatories, the Debtor be ordered to make the following individuals available for limited depositions that

will not exceed three hours per each witness on the topics relevant to the temporary injunction hearing: (i) Daniel Jenkins, and (ii) Corporate representative of PK Plano, LLC.

WHEREFORE, Plaintiff respectfully requests that Defendant Debtor be cited to appear and answer, and that:

1. The Court enter a temporary restraining order as requested above, and after a hearing, a temporary injunction, and upon trial, a permanent injunction;
2. No bond be required of Plaintiff for the Court's writ of injunction to issue, pursuant to the parties' valid written agreement that waives the requirement of bond;
3. Defendant be ordered to comply with the expedited discovery requested herein;
4. Plaintiff have judgment against Defendant for Plaintiff's actual damages together with exemplary damages and pre-judgment and post-judgment interest as allowed by law; and
5. Plaintiff recover its attorneys' fees, together with all costs of court, and such other and further relief, at law or in equity, to which it is entitled.

Dated: October 6, 2025

Respectfully Submitted,

**CM LAW, PLLC**

By: /s/ Richard Grant  
Richard G. Grant  
Tex. Bar No. 08302650

Telephone: 214-210-2929  
Email: [rgrant@cm.law](mailto:rgrant@cm.law)

Cheryl E. Diaz  
State Bar No. 05804350  
Phone: (469) 733-7377  
[cdiaz@cm.law](mailto:cdiaz@cm.law)

Grant A. Walsh  
State Bar No. 24047066  
Phone: (214) 597-2941  
[gwalsh@cm.law](mailto:gwalsh@cm.law)

National Litigation Support Center  
13101 Preston Road, Suite 110-1510  
Dallas, Texas 75240

*ATTORNEYS FOR PICKLEBALL  
KINGDOM FRANCHISING, LLC*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that he has transmitted a true and correct copy of the foregoing via the Court's Electronic Case Filing system to all persons participating therein on October 6, 2025.

/s/ Richard Grant  
Richard G. Grant

**VERIFICATION**

I, Michael “Ace” Rodrigues, declare under penalty of perjury, as follows:

1. My name is Michael “Ace” Rodrigues. I am over twenty-one years of age, am of sound mind, and suffer no legal disabilities.

2. I am the Chief Executive Officer of Pickleball Kingdom Franchising, LLC. I signed the Pickleball Kingdom Franchise Agreement at issue in this case, attached as **Exhibit F1**, on behalf of Pickleball Kingdom Franchising, LLC, and I am familiar with the Pickleball Kingdom Franchise operated at the Plano Location at 1301 Custer Road, Suite 200, Plano, TX.

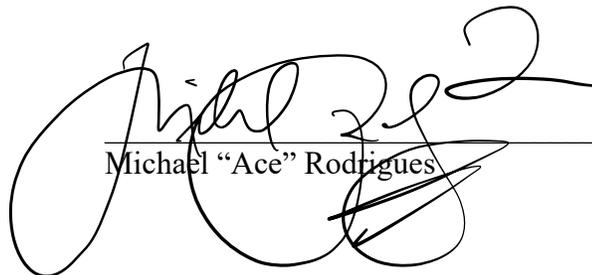
3. I have read *Plaintiff’s Original Complaint* filed in this case. The facts stated in paragraphs 10-14 and 21-34 therein are within my personal knowledge and are true and correct. The **Exhibits F1** through **F11** to *Plaintiff’s Original Complaint*, and the images and photos therein, are true and correct copies of same.

4. I have read the forgoing *Plaintiff’s Emergency Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction*. The facts stated in paragraphs 1-4, 9, and 11-16 are within my personal knowledge and are true and correct.

5. My date of birth is 02/16/1967, and my address is 275 E. Rivulon Blvd., Suite 308, Gilbert, Arizona 85297, USA. I declare under penalty of perjury that the foregoing is true and correct.

Executed under penalty of perjury in Maricopa County, State of Arizona, on

10-6-25, 2025.

  
Michael “Ace” Rodrigues

**PROPOSED ORDER**

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

In re:	§	
	§	
PK PLANO, LLC,	§	Case No. 25-43688-MXM-11(V)
	§	Chapter 11 (Sub V)
Debtors.	§	
	§	

---

PICKLEBALL KINGDOM FRANCHISING, LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Adv. No. _____
	§	
PK PLANO, LLC,	§	
	§	
Defendant.	§	

---

**TEMPORARY RESTRAINING ORDER & ORDER FOR EXPEDITED DISCOVERY**

---

On this day, the Court heard and considered Plaintiff PICKLEBALL KINGDOM FRANCHISING, LLC's *Emergency Verified Application for Temporary Restraining Order and Motion for Expedited Discovery*. After considering the verified pleadings and other papers on file with the Court, the evidence presented, and the arguments of counsel, the Court hereby finds that (a) if Defendant PK PLANO, LLC ("Defendant" or "Debtor") is immediately restrained as set forth below, Plaintiff will suffer irreparable injury and have no adequate remedies at law; (b) the threat of Defendant's conduct occurring or continuing to occur in the immediate future is substantial and imminent, and (c) immediate and irreparable injury to Plaintiff may result before the Court could conduct an evidentiary hearing relating to Plaintiff's application for a temporary injunction. Accordingly, the Court hereby ORDERS, ADJUDGES and DECREES as follows:

1. Plaintiff's request for a temporary restraining order is GRANTED.
2. Defendant is immediately and preliminarily ENJOINED:
  - a) From directly or indirectly diverting, or attempting to divert, any business or customer of Pickleball Kingdom to any competitor (i.e., any business offering pickleball-related services or products), including Lone Star Pickleball Club;
  - b) From owning, maintaining, operating, engaging in, or having any financial or beneficial interest in, advising, assisting or making loans to, any business that is the same as, or similar to, a Pickleball Kingdom Business (i.e., any business offering pickleball-related services or products), including Lone Star Pickleball Club, which is, or is intended to be, located (i) at the Plano Location, located at 1301 Custer Road, Suite 200, Plano, Texas, (ii) within the Protected Area, defined as the circular geographic area within a radius of five miles and its center point at the front door of 1301 Custer Road, Suite 200, Plano, Texas, (iii) within a fifty (50)-mile radius of the Plano Location, located at 1301 Custer Road, Suite 200, Plano, Texas, or (iv) within a fifty (50)-mile radius of the location of any Pickleball Kingdom Business then in existence or under construction;
  - c) From using Plaintiff's Confidential Information in any other business or capacity, which Confidential Information includes all proprietary and confidential information relating to the establishment and operation of Pickleball Kingdom Businesses, including, without limitation: (i) Pickleball Kingdom's Standards and specifications, including equipment, product, operational and supplier Standards and specifications; (ii) site selection criteria; (iii) advertising and marketing plans and programs; (iv) research, development and test programs for products, services and operations; (v) the contents of

Pickleball Kingdom's Manuals; (vi) knowledge of the operating and financial results of Pickleball Kingdom Businesses, other than operating/financial results other than the Plano Location's Pickleball Kingdom Business; (vii) computer programs and systems, including electronic data files, passwords and all customer information, and (viii) Improvements (as defined in Section XI.D. of the Franchise Agreement, which is filed in the records of this case as Exhibit F1 to Plaintiff's Original Complaint).

d) From holding itself out as or representing to the public that it is one of Plaintiff's present or former Pickleball Kingdom franchisees;

e) From using in any manner whatsoever Pickleball Kingdom's trade names, service marks, registered trademarks, logos, emblems (collectively, "Marks"), and any Confidential Information associated with the System, including all signs, advertising materials, displays, stationery, forms, and any other items which display the Marks;

f) From using any assumed name, fictitious name or equivalent which contains the name or mark "Pickleball Kingdom" or any other Marks;

g) From using any reproduction, counterfeit, copy, or colorable imitation of the Marks, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Plaintiff's rights in and to the Marks;

h) From using any designation of origin or description or representation which falsely suggests or represents an association or connection between Lone Star Pickleball Club with Plaintiff or the Pickleball Kingdom franchise system;

i) From advertising, promoting, or marketing any information about Lone Star Pickleball Club or any other pickleball-related business within the above-described Protected Area;

j) From removing, disposing of or destroying any furnishings, equipment, signage, or Plaintiff's proprietary Marks from the Plano Location at 1301 Custer Road, Suite 200, Plano, Texas (or wherever they are currently being stored by Defendant if already removed from the Plano Location); and

k) From interfering with the immediate turnover, transfer and/or assignment to Plaintiff of the Plano Location's business telephone number (469) 969-0000 and the URL domains: [pickleballkingdomntx.com](http://pickleballkingdomntx.com) and [pickleball-ntx.com](http://pickleball-ntx.com).

3. This Order shall become effective immediately and without Plaintiff posting a bond, pursuant to terms of the Franchise Agreement that waives the requirement of a bond in the event of injunctive relief.

4. The Clerk of the Court shall issue a temporary restraining order in conformity with the law and the terms of this Order.

5. This Order is binding upon Defendant PK Plano, LLC and its respective agents, servants, employees, representatives, managers, members, and any persons or entities acting in concert or participation with them or under their direction and/or control, who receive actual notice of the terms of this Order by personal service or otherwise. Defendant Debtor shall provide actual notice of this Order to all such persons.

6. The provisions of this Temporary Restraining Order shall expire at midnight on the fourteenth (14<sup>th</sup>) day following the entry of this Order, unless extended by the parties' agreement or upon further order of this Court.

7. Plaintiff's *Application for Temporary Injunction* shall be heard before the Hon. Judge Mark X. Mullin of the United States Bankruptcy Court for the Northern District of Texas – Fort Worth Division, United States Courthouse, 501 West 10th Street, Fort Worth, Texas 76102. Defendant shall appear then and there to show cause, if any, why a temporary injunction should not be issued as requested by Plaintiff.

8. Defendant shall produce the following items to Plaintiff within five (5) calendar days of the entry of this Order:

a) The written lease agreement and amendments for the Plano Location at 1301 Custer Road, Suite 200, Plano, Texas 75075.

b) All documents and communications related to the lease of the Plano Location at 1301 Custer Road, Suite 200, Plano, Texas 75075.

c) All documents and communications by, to, with or between Defendant and any person or entity regarding Defendant's decision to cease operating the Plano Location as a Pickleball Kingdom franchise business.

d) All documents and communications by, to, with, or between Defendant and Pickleball NTX GP, LLC, regarding Defendant's decision to operate the Plano Location as the business called Lone Star Pickleball Club.

e) All documents and communications between Defendant and any third parties (including vendors, customers, and members of the Plano Location) regarding

Defendant's decision to cease operating the Plano Location as a Pickleball Kingdom franchise business or the decision to open the business called Lone Star Pickleball Club.

f) All documents and communications between Defendant and the landlord of the Plano Location at 1301 Custer Road, Suite 200-201, Plano, Texas, regarding Defendant's decision to cease operating as a Pickleball Kingdom franchise business or to open the business called Lone Star Pickleball Club.

g) A complete list of all email addresses that were used for the distribution list of the email sent from [info@pickleballkingdomtx.com](mailto:info@pickleballkingdomtx.com) on September 26, 2025, with the subject "Welcome to Lone Star Pickleball Club".

h) All documents reflecting ownership, control, equity, membership, and management authority in and of PK Plano, LLC.

9. Defendant shall make the following individuals available within five (5) calendar days after Defendant has complied with this Order to produce documents, for limited depositions that will not exceed three hours per witness on the topics relevant to the temporary injunction hearing: (i) a corporate representative of PK Plano, LLC designated under FRCP 30(b)(6), and (ii) Daniel Jenkins, the manager of PK Plano, LLC.

### END OF ORDER ###

Submitted by:

Richard G. Grant  
CM LAW PLLC  
National Litigation Support Center  
13101 Preston Road, Suite 110-1510  
Dallas, Texas 75240  
Telephone: 214-210-2929  
Email: [rgrant@cm.law](mailto:rgrant@cm.law)

COUNSEL FOR DEBTOR IN POSSESSION