

I. STIPULATIONS

1.1 By their duly authorized signatures, the Parties stipulate to the Court the following:

- (a) The Agreed Parties have read and understand the terms of this Agreed Temporary Injunction.
- (b) The Agreed Parties have had an opportunity to confer with counsel.
- (c) The Agreed Parties agree to the terms of this Agreed Temporary Injunction.
- (d) The Agreed Parties have waived all rights of appeal from this Agreed Temporary Injunction.
- (e) The Agreed Parties actively participated in the negotiations leading up to this Agreed Temporary Injunction.
- (f) The Agreed Parties are aware of the duties placed upon them by this Agreed Temporary Injunction and are desirous and capable of carrying out those duties in full.
- (g) The Agreed Parties acknowledge receipt of copies of this Agreed Temporary Injunction and have full and actual notice of the terms of this Agreed Temporary Injunction.
- (h) The Agreed Parties acknowledge the issuance and service of a writ of injunction are waived.
- (i) The Agreed Parties acknowledge that the terms of this Agreed Temporary Injunction are sufficiently detailed and specific to be enforceable by the Court in conformance with Texas Rule of Civil Procedure 683.
- (j) Pursuant to their agreement, the Agreed Parties submit to the jurisdiction of the Court and do not contest the entry of this Agreed Temporary Injunction.

1.2 **Definitions.** By their duly authorized signatures, the Agreed Parties stipulate to the Court the following that the following definitions apply:

- (a) "Defendants" means **all** Defendants PARKVIEW HOME SCHOOL (a/k/a Parkview

Baptist School), ~~the CHESSON FAMILY PARTNERSHIP~~, LILTON CHESSON JR., CHRISTIAN D. CHESSON, TARA ROSE CASTELLANOS, ~~MINDY KAY RING~~, and LEGAL PROPERTIES, L.L.C. "Defendants" means the foregoing named Defendants individually, collectively, or in any combination.

- (b) "Document" means any writing, representation, or recording that contains information, including, but not limited to, all written and printed paper, and electronic files.
- (c) "Adult" means any person eighteen (18) years of age or older.
- (d) "Adult Program" means any Parkview education program involving ~~the enrollment of persons eighteen (18) years of age or older~~ or any person beginning any education program at the age of eighteen (18) or older.
- (e) "Credit Transfer Program" means any education program whereby Defendants evaluate transcripts from any public or private school and/or transfer credits to another transcript for anyone or any entity.

II. FINDINGS

2.1 The Court, upon having read the pleadings, the stipulations of the Agreed Parties, and after being fully advised in this matter, finds as follows:

- (a) The Court finds that the Agreed Parties agree to the entry of this Agreed Temporary Injunction and have approved its entry by their duly authorized signatures below.
- (b) The Court has jurisdiction over all Parties and subject matter of this suit.
- (c) It would be in the best interests of all Parties if the Court approved the Agreed Temporary Injunction and rendered the Agreed Temporary Injunction accordingly.
- (d) On April 24, 2015, Plaintiff, State of Texas, served Lilton Chesson Jr. ~~and the Chesson Family Partnership~~ with a citation and a copy of Plaintiff's Original Verified Petition and

Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction—and a copy of the Temporary Restraining Order. Upon service of a writ of injunction together with this Agreed Temporary Injunction, the terms of this Agreed Temporary Injunction are binding upon Defendants Lilton Chesson, Jr. ~~and the Chesson Family Partnership.~~

2.2 On May 7, 2015, the Court heard the argument and the evidence presented by the State in support of its application for a temporary injunction against Lilton Chesson Jr. ~~and the Chesson Family Partnership.~~

2.3 The definitions in paragraph 1.2 (above) apply to this Order.

2.4 Based on these findings, and having heard and considered the representations made by the Agreed Parties, and of the other parties, the Court is of the opinion that a temporary injunction should be issued as set forth in this Agreed Temporary Injunction and all other relief set forth in this Agreed Temporary Injunction should be granted.

2.5 The Agreed Parties have not agreed but the Court orders that the State may conduct undercover investigations related to Parkview Home School during the term of this Agreed Temporary Injunction to ensure Defendants' compliance with this Agreed Temporary Injunction.

III. PROHIBITED BUSINESS CONDUCT

3.1 **IT IS ORDERED** that the Defendants PARKVIEW HOME SCHOOL (also known as PARKVIEW BAPTIST SCHOOL), ~~the CHESSON FAMILY PARTNERSHIP~~, LILTON CHESSON JR., TARA ROSE CASTELLANOS, and ~~MINDY KAY RING~~, 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) Issuing, transferring, creating, or distributing any documents purporting to signify completion of a secondary education or coursework containing the words “Parkview Home School,” “Parkview Baptist School,” “Parkview Baptist High School,” “Parkview High School,” or any derivative of those terms;
- (b) Representing in any way that Parkview Home School or Parkview Baptist School is accredited;
- (c) Representing in any way that Parkview Home School or Parkview Baptist School is approved by the State of Texas;
- (d) Representing that Parkview Home School or Parkview Baptist School is a “high school”;
- (e) Representing that Parkview Home School or Parkview Baptist School is a “home school”; however, Parkview Home School may represent that it offers a “home school program” or is a “home school ~~curriculum~~ provider”;
- (f) Violating the Assumed Name Act by doing business as “Parkview Home School”;
- (g) Representing that graduates of Parkview’s Adult Program and Credit Transfer Program or similar programs are home-school students;
- (h) Representing that any consumer who ^{first} enrolled at Parkview over the age of seventeen (17) is a home-schooled student;
- (i) Representing that graduates of Parkview’s Adult Program and Credit Transfer Program or related programs are eligible to receive federal financial aid;
- (j) Representing that graduates of Parkview’s Adult Program and Credit Transfer Program, or related programs, are eligible for admission to Texas public colleges and universities;

(A)

(B)

without also stating and clarifying that the "Diploma" received from Parkview Home School or Parkview Baptist School alone does not make them eligible, and that they will likely need to meet additional requirements to be admitted or enroll in colleges or universities or the military;

(k) Advertising Parkview's products and services related directly or indirectly to Parkview's Adult Program and/or Credit Transfer Program or similar programs;

(l) Providing legal advice to anyone or any entity regarding Texas home school law, the Texas Education Code, and federal financial aid.

(m) Continuing to offer any products and services related directly or indirectly to Parkview's Adult Program and/or Credit Transfer Program on any websites under the Defendants' control, including, but not limited to, the following websites:

- www.parkviewhomeschool.org
- www.parkviewhomeschool.wordpress.com
- Facebook.com (including <https://www.facebook.com/pages/Parkview-Baptist-School/252566191425131>), and
- Twitter.com (including https://twitter.com/Parkview_HS)

(n) Continuing to offer any products and services related directly or indirectly to Parkview's Adult Program and/or Credit Transfer Program at the Parkview Baptist School offices located at 4151 Southwest Freeway, Suite 395, Houston, TX 77027, or at any other location;

(o) Engaging in the business of offering education products or services, including, but not limited to, graduation-related services, diplomas, and transcripts, related directly or indirectly, to Defendants' Adult Program and/or Credit Transfer Program;

- (p) Soliciting consumers through telephone calls, emails, social media, or other means to offer educational products and services related directly or indirectly to Defendants' Adult Program and/or Credit Transfer Program;
- (q) Selling, transferring, or otherwise disclosing the name, address, telephone number, Social Security number, credit card number, bank account number, email address or other identifying information of any Parkview Home School or Parkview Baptist School consumers without written approval of the Office of the Attorney General of Texas (the purpose of this provision is to prevent Defendants, and Defendants' agents, from selling or transferring Defendants' customer database, and to prevent Defendants from engaging in business conduct enjoined by this Order through an intermediary); and
- (r) Accepting or depositing any payments from customers for programs or services of any kind related to Defendants' Adult Programs or Credit Transfer Programs into any financial institution.

IV. PRESERVATION OF EVIDENCE

4.1 **IT IS ORDERED** that all Defendants and their officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, shall be restrained 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 Parkview Home School or Parkview Baptist School currently or hereafter in Defendants' possession, custody or control except in response to discovery or further orders or subpoenas in this cause.

4.2 Defendants shall preserve all data found on all computers and all other electronic equipment on which Defendants have documents and data relating to the business operations of

Parkview Home School or Parkview Baptist School. This preservation order specifically includes all data related to all of Defendants' websites (including all websites referenced in this Order).

4.3 Defendants shall preserve all data found on all websites related to the business of Parkview Home School or Parkview Baptist School. This preservation order includes all Parkview websites maintained or administered by them or their agents, including, but not limited to, any of the following websites and social media outlets:

- Parkview Home School websites (including www.parkviewhomeschool.org, and www.parkviewhomeschool.wordpress.com)
- Facebook.com (including <https://www.facebook.com/pages/Parkview-Baptist-School/252566191425131>)
- Twitter.com (including https://twitter.com/Parkview_HS)

V. ASSET FREEZE

5.1 **IT IS ORDERED** that Defendants PARKVIEW HOME SCHOOL (also known as PARKVIEW BAPTIST SCHOOL), ~~the CHESSON FAMILY PARTNERSHIP~~, LILTON CHESSON JR., TARA ROSE CASTELLANOS, 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 in paragraph 5.1 (above), including but not limited to, any accounts to which any Defendant has signatory authority, and specifically, including, but not limited to the following accounts:

- Chase Bank account #XXXXXXXXXXXX885, “Parkview Baptist School” aka “Parkview Nonprofit Corporation”
 - Chase Bank account #XXXXXXXXXXXX546, “Lilton Chesson”
 - Chase Bank account #XXXXXXXXXXXX256, “Trevor Chesson OR Lilton Chesson JR”
 - Capital One Bank account #XXXXXXX278, “Parkview Baptist School Inc” aka “Parkview Nonprofit Corporation”
 - Capital One Bank account #XXXXXXX594, “Lilton Chesson”
- ii. in the actual or constructive possession of any Defendant in paragraph 5.1 (above); 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 in paragraph 5.1 (above); and
- (b) Transferring, encumbering, assigning, granting a lien or security interest in, or otherwise disposing of the real property located at 5602 Olympia Drive, Houston, Harris County, Texas 77056;
- (c) Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Defendant or subject to access, ownership or control by any Defendant in paragraph 5.1 (above), without providing Plaintiff and the Court prior notice by motion seeking such access;
- (d) 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 of the Defendants in paragraph 5.1 (above), including but not limited to, any accounts at financial institutions to which any Defendant in paragraph 5.1 (above) or has signatory authority and any accounts in which any of Defendants own any interest granted by any of Defendants;
- ii. in the actual or constructive possession of any Defendant in paragraph 5.1 (above); 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 in paragraph 5.1 (above);

(e) Except, however, that Defendant PARKVIEW is hereby PERMITTED to withdraw and expend, collectively, a total of \$29,500 for usual and customary business expenses and for the payment of their attorneys of funds owned or controlled by Defendant PARKVIEW HOME SCHOOL (also known as PARKVIEW BAPTIST SCHOOL) until further order from this Court. Defendant PARKVIEW HOME SCHOOL may request permission to expend additional funds if the parties cannot agree to same after reasonable discussions pursuant to Section VI, below. Defendant PARKVIEW SHALL provide the Office of the Attorney General with monthly bank account statements for all accounts in which customer monies are deposited beginning with April 2015, until further order of this Court.

5.2 **IT IS ORDERED** that Defendants CHRISTIAN CHESSON and LEGAL PROPERTIES L.L.C.—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, encumbering, assigning, granting a lien or security interest in, or otherwise disposing of the real property located at 5602 Olympia Drive, Houston, Harris County, Texas 77056.

5.3 **IT IS ORDERED** that any financial institution—including, but not limited to, JPMorgan Chase, CapitalOne Bank, and Wells Fargo—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 Defendants PARKVIEW HOME SCHOOL (also known as PARKVIEW BAPTIST SCHOOL), ~~the CHESSON FAMILY PARTNERSHIP~~, LILTON CHESSON JR., and TARA ROSE CASTELLANOS as defined herein, or to which Defendants have access 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 and (2) shall 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 VI of this Order.

5.4 The funds, property, and assets affected by Section V of this Order shall include both existing assets and assets acquired by ~~any Defendant~~ *Defendants Parkview Home School, Lilton Chesson Jr., Tara Castellanos* after the effective date of this Order and in violation of this Order.

5.5 **IT IS FURTHER ORDERED** that Defendant PARKVIEW will disclose, within five (5) business days, the number and identity of all customers who were enrolled in one of Parkview's Adult Programs or Credit Transfer Programs and have paid graduation ceremony fees for the May

2015 graduation ceremony. Parkview SHALL provide these customers with refunds for any graduation ceremony fees paid. The Office of the Attorney General will authorize the release of additional funds to accomplish this purpose pursuant to Section VI (below).

VI. MODIFICATION OF ASSET FREEZE

6.1 **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. CONCLUSION

7.1 **IT IS ORDERED** that all Defendants in this cause be and hereby are commanded forthwith to comply with this Order from the date of entry until final judgment is entered in this case or until further order of this Court.

7.2 The Clerk of the above-entitled Court shall forthwith issue a Writ of Injunction in conformity with the law and the terms of this Order. DTPA § 17.47(a).

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

7.4 Trial on the merits of this case is hereby set for the 15 day of Aug, 2015, at 9:00 o'clock, a m.

SIGNED this 7 day of May, 2015 at 10:28 o'clock, a m.



JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:



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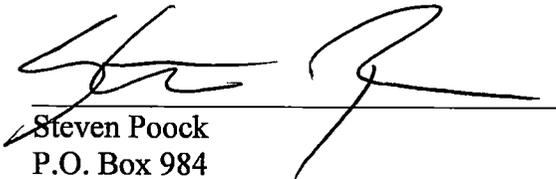
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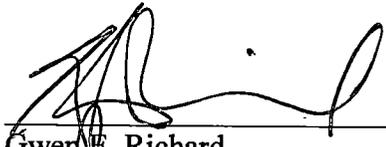
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SIGNED AS TO FORM ONLY,
NOT AS TO SUBSTANCE

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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 May 7, 2015

Certified Document Number: 65328496 Total Pages: 17

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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