UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
Eastern Division

REACHOUT TECHNOLOGY CORP., a Delaware corporation,	)))	
Plaintiff,	))	
v.	))	Case No.: 1:24-CV-03408
LUCIANO AGUAYO, an individual, and ARMANDO GONZALEZ, an individual.	))))	Hon. Robert W. Gettleman
Defendants.	)))	

TEMPORARY RESTRAINING ORDER

This matter came before the Court on Plaintiff ReachOut Technology Corp.'s ("ReachOut") motion for a temporary restraining order against Defendant Luciano Aguayo and Defendant Armando Gonzalez (Collectively "Defendants").

Having reviewed the First Amended Complaint filed in this matter and ReachOut's Motion for Temporary Restraining Order (the "Motion"), Defendants' Response in Opposition to the Motion, and ReachOut's Reply in Support of the Motion;

THIS COURT HEREBY FINDS THE FOLLOWING:

1. ReachOut has presented sufficient information that indicates a substantial likelihood of success on the merits of its Computer Fraud and Abuse Act claim against Defendants;

2. ReachOut has presented sufficient information that, as a result of Defendants' conduct, ReachOut will suffer irreparable injury if this Temporary Restraining Order is not granted, and that there is no adequate remedy at law;

3. ReachOut has presented sufficient information that the irreparable harm to ReachOut without this Temporary Restraining Order outweighs the harm that Defendants will suffer with this Temporary Restraining Order in place; and

4. ReachOut has presented sufficient information that the entry of this Temporary Restraining Order is in the public interest.
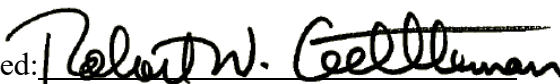
5. Plaintiff's Motion for Temporary Restraining Order is GRANTED as to ReachOut's CFAA claims and DENIED as to its noncompete claims.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

Defendants, Luciano Aguayo and Armando Gonzalez shall, for fourteen days from the date of this Order:

1. Cease and desist from all attempts to access ReachOut and/or RedGear computers, online accounts (including customer Microsoft accounts), and/or computer systems; and
2. Immediately return control to ReachOut of the RedGear AWS account, customer Microsoft accounts (which means any customer Microsoft account as to which Defendants changed login credentials assigned to ReachOut and/or RedGear), and any and all other ReachOut or RedGear accounts from which Defendants have locked out ReachOut. Counsel for the parties are directed to cooperate to affect this portion of the Order; and
3. ReachOut shall post a bond or other form of security allowed by law in the amount of $25,000 prior to 12:00 p.m. 7/3/2024.

Entered on 7/2/2024 at 3:30 p.m.

Signed: _Robert W. Gettleman_

Robert W. Gettleman
United States District Judge

2