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IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE  
ELEVENTH JUDICIAL DISTRICT

ANKERBERG THEOLOGICAL  
RESEARCH INSTITUTE,

Plaintiff,

v.

ANDREW GLENN JAEGER,

Defendant.

Case No. 232461

Division IV

JURY DEMAND

FILED IN OFFICE  
2023 APR 20 AM 8:58  
LARRY L. HENRY, CLERK  
BY DS L.D.P.

**[PROPOSED] TEMPORARY RESTRAINING ORDER**

This matter came before the Court on the motion of Plaintiff Ankerberg Theological Research Institute (“ATRI”) for a Temporary Restraining Order, Temporary Injunction, and Expedited Discovery pursuant to Tenn. R. Civ. P. 65. Upon consideration of the contemporaneously filed Verified Complaint, the Motion, and materials filed in support, and the statements of ATRI’s counsel, the Court finds that:

1. ATRI and Jaeger are parties to a Separation Agreement and General Release dated November 16, 2022 (the “Separation Agreement”).

2. Under Paragraph 5 of the Separation Agreement, Jaeger promised to return to ATRI all of ATRI’s property within 5 days of the date of the agreement:

**5. RETURN OF PROPERTY.**

5.1 Return by Employee. No later than 5 days after the Effective Date, Employee shall promptly return to Employer all physical and electronic property, files, memoranda, records, equipment, documents, photographs, computer discs, audiotapes, videotapes, and other property of Employer or any Releasee, or copies or reproductions of the same, that Employee has received from Employer or obtained through Employee’s employment with Employer. This includes, but is in no way limited to, handbooks, policies, day planners, key

cards, access cards, trade secrets, personal data assistants, mobile telephones, smartphones, pagers, business records, computers, tablets, laptops, printouts of electronically stored information, and office equipment. Employee also shall immediately discontinue use of any equipment, software programs, and intellectual property of Employer or a Releasee, and shall provide to Employer all log in, password, log on, user name, and other similar access information for the programs, systems, and sites Employee used during his employment with Employer for business purposes. Employee also represents and warrants that any recordings of any conversations with or involving Employer representatives, employees, or officers have been permanently deleted, with no copies retained.

3. Jaeger has failed to timely return all of ATRI's property to ATRI, as evidenced in part by his continuing communications to ATRI's existing and prospective donors.

4. Based on the record before the Court, Jaeger's conduct constitutes a material and continuing breach of the Separation Agreement, including but not necessarily limited to Paragraph 5.

5. ATRI's rights are being and will likely continue to be violated unless Jaeger is restrained in the manner set forth below.

6. ATRI will suffer irreparable harm and loss if Jaeger is permitted to continue possessing, using, or disclosing the property of ATRI that Jaeger promised to return to ATRI.

7. ATRI will suffer irreparable harm and loss if Jaeger is permitted to continue possessing, using, or disclosing the property of ATRI that Jaeger promised to return to ATRI.

8. ATRI has no adequate remedy at law.

9. ATRI will suffer greater injury if temporary injunctive relief is denied than Jaeger would suffer if such relief were granted.

10. The public interest would be served by a grant of the requested temporary injunctive relief.

11. Counsel for ATRI has provided advance notice to Jaeger and his last-known counsel that it would seek this temporary restraining order.

The Court therefore ORDERS that:

1. ATRI's Motion is GRANTED;

2. Jaeger and all other persons in active concert or participation with him are TEMPORARILY RESTRAINED AND ENJOINED from: (a) using or disclosing to any party (except his legal counsel) any of ATRI's property as defined above in Paragraph 5 of the parties' Separation Agreement; and (b) destroying, disposing of, altering, or otherwise spoliating any of ATRI's property as defined in Paragraph 5.

3. This Restraining Order shall remain in effect for fifteen days from the date of entry or until modified by further order of the Court. Any aggrieved party may seek an immediate hearing upon notice to the other party.

4. This matter will be called at the motion docket on Monday, \_\_\_\_\_, 2023 and will be scheduled for a hearing date in the Division to which it is assigned. The hearing shall be for Jaeger to show cause why this Temporary Restraining Order should not be converted into a Temporary Injunction pursuant to Tenn. R. Civ. P. 65.04.

5. The parties are granted leave to commence discovery immediately in preparation for the temporary injunction hearing. Jaeger shall fully respond to ATRI's First Discovery Requests To Jaeger within 7 calendar days of being served with such requests or no later than two business days before the hearing on ATRI's motion for Temporary Injunction, whichever is sooner. Jaeger shall appear for deposition within 5 calendar days of being served with notice of deposition or no later than 2 business days before the hearing on ATRI's motion for Temporary Injunction, whichever is sooner.

6. The Court sets the injunction bond at \$50,000 <sup>00</sup>.

7. This Temporary Restraining Order is issued on the 20<sup>th</sup> day of April, 2023 at 8:52 0 a.m./p.m.

IT IS SO ORDERED.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE

APPROVED FOR ENTRY BY:

CHAMBLISS, BAHNER & STOPHEL P.C.

BY:   
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