

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

IAN JAMES)	
)	Case No.
<i>Plaintiff,</i>)	
)	JUDGE
v.)	
)	MAGISTRATE JUDGE
INVESTACORP, INC.)	
)	
<i>Defendant.</i>)	
)	

VERIFIED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Now into Court, through undersigned counsel, comes Plaintiff, Ian James (“Plaintiff” or “James”), and in this Verified Complaint for Injunctive and Other Relief (“Complaint”) against Defendant, Investacorp, Inc. (“Defendant” or “Investacorp”), avers as follows:

INTRODUCTION

1. Plaintiff, James, is a licensed broker and investment advisor with approximately twenty-five years of experience in the financial services industry. *See* Exhibit 1, BrokerCheck by FINRA (excerpt).
2. James services numerous clients in Louisiana and Texas. James’ Louisiana operations are based in Baton Rouge, Louisiana, and his Texas operations are based out of the Houston, Texas area.
3. James is affiliated with Defendant, Investacorp, pursuant to a Registered Representative Agreement dated August 18, 2014 (the “RRA” or “Agreement”). *See* Exhibit 2.
4. Investacorp is a full-service broker-dealer based in Miami, Florida. *See* Exhibit 3, BrokerCheck by FINRA (excerpt).

5. Both James and Investacorp are regulated by the Financial Industry Regulatory Authority, Inc. (“FINRA”).
6. Pursuant to the Agreement, for more than five years, James has been an independent contractor of Investacorp. James uses Investacorp’s trading platform and compliance services for which he pays Investacorp a fee.
7. James maintains a direct business relationship with his clients, who are only indirectly affiliated with Investacorp by virtue of the RRA. Investacorp representatives have acknowledged that it does not “own” James’ clients. *See* Exhibit 4.
8. James’ arrangement with Investacorp has been mutually beneficial.

PARTIES

9. Plaintiff, James, is a citizen of the state of Texas. He very recently changed his residence and domicile to the Woodlands, Texas from Baton Rouge, Louisiana.
10. Defendant, Investacorp, is a foreign corporation that maintains its domicile and principal business office at 4400 Biscayne Blvd., 11th Floor, Miami, Florida 33137. Investacorp is registered to do business in Louisiana.

JURISDICTION AND VENUE

11. This court has jurisdiction over this case pursuant to 28 U.S.C. § 1332.
12. This matter is a civil action brought by Plaintiff, James, an individual domiciled in, and therefore a citizen of the state of Texas, against Defendant, Investacorp, a corporation and a citizen of the state of Florida because it is incorporated in Florida and maintains its headquarters and principal place of business there.

13. Investacorp has threatened to terminate the RRA with James “for cause”, but without basis, to prevent him from continuing to work in the financial services industry, which will have a direct effect on James in this district. James’ annual revenue received pursuant to the RRA with Investacorp exceeds \$75,000. Relatedly, Investacorp’s threatened termination will destroy James’ business reputation, which he developed over twenty-five years. James is known as a top advisor, who manages over \$100 million in assets for his clients. In addition, Investacorp representatives have already made statements concerning James’ status that have concretely diminished the value of his book of business by more than \$75,000. Accordingly, the matter in controversy exceeds the sum or value of \$75,000, exclusive of attorney fees and costs.
14. A claim for injunctive relief has its own independent value, separate and apart from a claim for damages, attorney fees, and costs.
15. The injunction James seeks is to protect a right worth well in excess of \$75,000. *Farkas v. GMAC Mortg., LLC*, 737 F.3d 338, 341 (5th Cir. 2013) (The value of a claim for injunctive relief is “the value of the right to be protected or the extent of the injury to be prevented.”) First, Investacorp has threatened to terminate the RRA with James “for cause”, but without basis, to prevent him from continuing to work in the financial services industry. James manages more than \$100 million in assets and his annual revenue received pursuant to the RRA with Investacorp exceeds \$75,000. Second, Investacorp representatives have already made statements to others in the industry concerning James, which has concretely diminished the value of his book of business by more than \$75,000. Consequently, the matter in controversy exceeds the sum or value of \$75,000, exclusive of attorney fees and costs.

16. Investacorp has informed James that it will terminate the RRA for cause on April 30, 2020 and has indicated it will take other action that will cause irreparable injury to James.
17. James disputes that Investacorp has cause to terminate the RRA.
18. Venue is proper pursuant to 28 U.S.C. § 1391(b) (2) because James' principle business location is in Baton Rouge, Louisiana and because a substantial part of the events, claims, and damages occurred or were sustained in this district.
19. Section 20 of the RRA indicates that Florida law applies "in all respects". *See* Exhibit 2.

FACTUAL SUMMARY

A. James' Relationship and RRA with Investacorp

20. James has been in the financial services industry for approximately twenty-five years.
21. James advises hundreds of individual clients, most of whom are in their sixties, seventies and eighties.
22. James manages and oversees more than \$100 million in assets for his clients.
23. James' relationship with many of his clients predates his arrangement with Investacorp.
24. In July 2014, James became affiliated with Investacorp as an independent contractor, pursuant to the Agreement.
25. Pursuant to the Agreement, for more than five years, James has been an independent contractor of Investacorp. James uses Investacorp's trading platform and compliance services for which he pays Investacorp a fee.
26. James and Investacorp have enjoyed a positive arrangement that has been mutually beneficial.
27. Over the course of his arrangement with Investacorp, James was considered by Investacorp, and/or its parent entity, to be among the top producers. On October 25, 2019,

James received an email confirming his registration for the Advise 2020 event to be held at the Atlanta Marriott Marquis. Soon thereafter, on November 27, 2019, James received an email inviting him to the LTAM 2020 Ski Symposium at the Resort at Squaw Creek in Lake Tahoe, CA on February 4-7, 2020. Additionally, on January 7, 2020, James received an email congratulating him on qualifying to attend the Leaders Forum 2020 at The Ritz-Carlton Rancho Mirage in Palm Springs, California on March 23-26, an invitation only event. *See Exhibit 5, in globo.*

28. In early 2019, at the urging of Investacorp, James acquired a large book a business located in the Houston, Texas area, which was financed with a substantial Small Business Administration loan obtained by James.
29. Although Investacorp did not provide financing for James' acquisition of the Texas book of business, the clients involved became indirectly affiliated with Investacorp through James.

B. Investacorp's "For Cause" Termination and Attempt to Leverage a Sale of James' Book of Business

30. On April 20, 2020, Investacorp informed James that it intended to terminate the RRA "for cause".
31. In connection with termination of the RRA for cause, Investacorp has stated that it intends to report termination of the RRA for cause to others in the financial services industry.
32. Investacorp representatives further explained to James that reporting of the "for cause" termination would effectively prevent James from ever working in the financial services industry again. James understood this to mean that, in addition to FINRA, Investacorp would inform his clients and other registered representatives of Investacorp that James was

fired in an attempt to persuade those clients to terminate their direct relationship with James and use the services of other financial advisors, whether with Investacorp or elsewhere.

33. At the same time threatening to terminate James for cause, and outlining the related career-destroying consequences, Investacorp representatives told James that if he sold his book of business to another Investacorp advisor, hand-selected by Investacorp, James would be allowed to “resign” and Investacorp would not report his departure as termination “for cause” so there would be no long-term consequences for James’ career.
34. Investacorp representatives indicated that the purchase price for James’ book of business would be far less than fair market value.
35. When James asked if he would be permitted to sell his book of business to an advisor of his own choosing (based on his knowledge of the advisor’s skill and experience), rather than the one hand-selected by Investacorp, he was told by Investacorp representatives, unequivocally, no.
36. James eventually contacted another Investacorp registered representative to discuss the sale. Investacorp had already told the potential purchaser that James was to be terminated for cause, which the potential purchaser told James severely diminished the value of his book of business.

C. James’ Disclosures

1. Disclosure Related to Lien Discharged in Bankruptcy

37. Despite requests, Investacorp has not provided a basis for its threatened termination of the RRA “for cause”.

38. James acknowledges that he is the subject of an ongoing investigation by FINRA for untimely disclosure of a lien.
39. James has disputed any deficiency by him and made Investacorp aware of this charge many months ago.
40. Investacorp has supported James in addressing the FINRA inquiry.
41. Very recently uncovered information evidences James' timely disclosure of the subject lien to Investacorp, and Investacorp's agreement to make the required reporting to FINRA. On September 18, 2014, James contacted compliance personnel at Investacorp via email requesting assistance with amending his Form U4 to disclose matters related to the subject lien. On December 1, 2014, Investacorp's Compliance Coordinator confirmed that she had submitted an updated Form U4 for James. *See Exhibit 6, in globo.*
42. On June 4, 2015, June 8, 2015 and July 29, 2015, James contacted Investacorp's Compliance Coordinator regarding further amendment to his Form U4 to remove disclosure of a lien that had been discharged in his bankruptcy proceedings. *See Exhibit 7 in globo (excerpts).*
43. Subsequent to these communications, James was not informed that his disclosure to Investacorp was deficient, or that his Form U4 had not been sufficiently updated.
44. Based on the recently uncovered emails, it appears that Investacorp, and not James, was dilatory in disclosing the subject lien to FINRA.
45. Investacorp has been aware of the subject lien for some time and has continued to support James, and reward his performance as a top producer.

2. Disclosures Related to Unrelated Proposed Business Venture

46. James is also aware of an inquiry by FINRA concerning his association with a Louisiana Limited Liability Company, unrelated to the financial services industry
47. In the 2018 timeframe, James previously disclosed his potential involvement in the subject LLC and proposed business venture to Investacorp's compliance department, and Investacorp representatives advised that his involvement in the proposed business venture did not require disclosure to FINRA, but could require disclosure if the contemplated business activities commenced.
48. James relied upon the advice of Investacorp's compliance department representatives.
49. The proposed business venture did not proceed and the associated LLC was dissolved. As a result, James adhered to Investacorp's advice and no disclosure to FINRA was made.
50. To the extent this FINRA inquiry could be the basis for the threatened "for cause" termination, James relied upon and followed Investacorp's direction such that Investacorp is precluded from now using this issue as a basis for termination of the RRA "for cause".

CAUSES OF ACTION AND CLAIMS FOR RELIEF

Count I: Injunctive Relief

51. Plaintiff, James, reasserts and re-alleges all preceding paragraphs of this Complaint as if fully set forth herein.
52. Investacorp's termination of the RRA "for cause" as of April 30, 2020 will cause irreparable harm to James for which there is no adequate remedy at law. James is entitled to limited injunctive relief to avoid catastrophic, career-ending consequences. Further, irreparable injury is presumed in cases involving tortious interference with business relationships, as addressed more fully below.

53. James is substantially likely to succeed on the merits of his claims against Investacorp related to deceptive and unfair trade practices, tortuous interference with business relationships and defamation.
54. The irreparable injury James will suffer if injunctive relief is not granted outweighs any potential harm to Investacorp. As acknowledged by Investacorp, termination of the RRA “for cause” will effectively prevent James from ever working in the financial services industry again. Investacorp, on the other hand, will continue to operate as it has prior to termination of the RRA.
55. Granting injunctive relief to James will not disserve the public interest, as it will serve to enforce correct application of governing law.

Count II: Deceptive and Unfair Trade Practices under Fla. Stat. § 501.201, et seq.

56. Plaintiff, James, reasserts and re-alleges all preceding paragraphs of this Complaint as if fully set forth herein.
57. Investacorp regularly told James not to “put anything in writing” when discussing FINRA or any ongoing FINRA investigation. Simultaneously, Investacorp encouraged James to defend himself in FINRA’s ongoing investigation.
58. Investacorp’s encouraging James to defend himself in FINRA’s ongoing investigation and to avoid maintaining any record of his communications with Investacorp about its advice with regard to FINRA was a ploy so that Investacorp could seek to terminate James “for cause” during a period of extreme market volatility and operating restrictions related to the COVID-19 pandemic while maintaining his large book of business and client list.

59. Investacorp knows that its threatened termination of James's securities registration will leave James unable to advise his clients on their financial matters during these uncertain times, resulting in harm not only to James but also to his clients.
60. Investacorp mislead James into not maintaining a written record of his communications and internal advice from Investacorp, so that it could later terminate James without basis for an ongoing FINRA investigation caused by Investacorp's own actions and direction offends public policy and is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers under FDUTPA.
61. This court should enjoin Investacorp from violating FDUTPA pursuant to its authority under Fla. Stat. § 501.211.
62. Further, James is entitled to recover actual damages, plus attorney's fees and court costs.

Count III - Tortious Interference with an Advantageous Business Relationship

63. Plaintiff, James, reasserts and re-alleges all preceding paragraphs of this Complaint as if fully set forth herein.
64. James is an independent contractor of Investacorp pursuant the RRA. Under that agreement, Investacorp charges James fees for his use of its trading platform and supervisory services.
65. Separately and independently, as a financial advisor, James maintains business relationships with his clients, who seek his financial services and experience. Investacorp has admitted in writing that James's clients are his, and not Investacorp's. *See* Exhibit 4.
66. Investacorp is aware of, and benefits from, James' business relationships with his clients.

67. Investacorp knows that its threatened termination of James' securities registration will sever his client relationships because James cannot provide those financial services without a securities registration.
68. Investacorp's threatened termination of James' securities registration and resulting client relationships is unjustified because Investacorp has no legitimate basis for their threatened termination.
69. Investacorp's intentional and unjustified interference with James's client relationships will cause him damages, including the irreparable harm of losing clients and damaging his business reputation, which has taken James years to develop.
70. For years, James developed and maintained advantageous and prospective business relationships with his clients that promise a continuing economic benefit to James.
71. Investacorp knew about James' advantageous actual and prospective business relationships with his clients.
72. Investacorp knows that its threatened termination of James's securities registration will likely result in the loss of James' client relationships because James cannot provide key financial services without a securities registration.
73. By threatening termination for cause without a legitimate basis for doing so, Investacorp hopes to induce James' clients to sever their relationships with James and do business with other financial advisors with securities registrations through Investacorp.
74. Investacorp's interference with James's client relationships will cause him damages, including the irreparable harm of losing clients and damaging his business reputation, which took James years to develop. To prevent this irreparable harm, James is entitled to

a temporary, preliminary, and permanent injunctive relief and actual, consequential, and punitive damages.

75. Irreparable injury is presumed in cases involving tortious interference with business relationships. *Dotolo v. Schouten*, 426 So.2d 1013, 1015 (Fla.2d DCA 1983) (injunctive relief is the only appropriate remedy in a case involving wrongful interference with a business relationship.) In such cases, irreparable injury need not be alleged or proven. *Unistar v. Child*, 415 So.2d 733, 735 (Fla.3d DCA 1982) (injunctive relief was appropriate in cases involving tortious interference even though irreparable injury was neither alleged nor proven.)

Count IV – Defamation

76. Plaintiff, James, reasserts and re-alleges all preceding paragraphs of this Complaint as if fully set forth herein.

77. On April 20, 2020 Investacorp for the first time told James that it would terminate him for cause under the RRA on April 30, 2020.

78. Investacorp also told James that a termination for cause would ruin his professional reputation with his clients and in the industry. Among other things, James understood this to mean that Investacorp would tell James's clients and other Investacorp registered representatives (hoping to steal those clients) that James was terminated for cause.

79. The obvious import of the termination for cause would be that James committed a "firing offense," which would in fact ruin his business reputation with his colleagues and clients. Of course, this would be false because James had done nothing wrong and certainly nothing that would justify firing him.

80. Investacorp also told James that if he sold his book of business to another advisor, that Investacorp would change its story and report that James simply resigned. Investacorp's willingness to change its story regarding the reason for James' separation from Investacorp shows that its knew the threatened firing "for cause" statements were false.
81. When James approached one such advisor about selling his book of business, the advisor offered James only a fraction of the normal price because Investacorp had already told the advisor that James would imminently be terminated for cause. This conversation confirmed that Investacorp had already published its false statement to others in the industry.
82. The low purchase price offered for James' book of business also demonstrated the actual damage that the defamation did to the value of James' book of business.
83. Investacorp's interference with James's client relationships will cause him damages, including the irreparable harm of losing clients and damaging his business reputation, which took James years to develop. To prevent this irreparable harm, James is entitled to a temporary, preliminary, and permanent injunctive relief and actual, consequential, and punitive damages.

Count V – Breach of Contract

84. Plaintiff, James, reasserts and re-alleges all preceding paragraphs of this Complaint as if fully set forth herein.
85. The RRA is a valid contract between James and Investacorp.
86. Investacorp is in material breach of the RRA by pursuing "for cause" termination without "cause".

87. Investacorp's breach of the RRA has caused damages to James through loss of business and career possibilities.
88. The implied covenant of good faith and fair dealing applies to every contract. *Meruelo v. Mark Andrew of Palm Beaches, Ltd.*, 12 So.3d 247, 250 (Fla. 4th DCA 2009).
89. Investacorp's bad faith actions are in breach of the RRA.
90. Investacorp also breached the compliance and supervisory duties that it undertook to the RRA.
91. Investacorp's breach has damaged James, including the irreparable harm of putting him out of business, losing clients and damaging his business reputation. To prevent this irreparable harm, James is entitled to a temporary, preliminary, and permanent injunctive relief and actual, consequential, and punitive damages.

PRAYER FOR RELIEF

Plaintiff, Ian James, prays that after all due proceedings, the Court find in favor of Plaintiff and against Defendant, Investacorp, Inc., on all counts and grant a temporary restraining order without notice, and subsequent preliminary injunctive relief, pursuant to FRCP Rule 65 and FINRA Rule 13804 to preserve the status quo between the parties, maintain in place the contract between the parties, and to allow appropriate process and hearing on the actions Investacorp, Inc. has threatened to take that would cause James irreparable harm, and award all monetary damages and other legal and equitable relief appropriate under the law and circumstances, including an award of attorney fees and costs, against Defendant, Investacorp, Inc. Plaintiff more specifically prays for temporary, preliminary and permanent injunctive relief as follows:

- I. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from terminating, modifying, or amending the Registered Representative Agreement with Ian James, or otherwise interfering with James' performance thereunder, and/or James' performance of financial and/or investment services for his clients, including with respect to Investacorp contact with clients identified with James;
- II. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from terminating James' status as a registered representative of Investacorp;
- III. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from making any disparaging or derogatory statements about James, including with respect to any alleged non-compliance with industry rules or regulations by James;
- IV. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from violating Fla. Stat. § 501.201, *et seq.* with respect to James;
- V. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from interfering with James' business relationships;
- VI. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from reporting, publicizing or otherwise making false statements with respect to James; and

- VII. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined and prohibited from breaching the Registered Representative Agreement with James.

After due proceedings, James further prays that:

- I. Investacorp, Inc. be assessed with actual, consequential and punitive damages sustained by James, plus attorney's fees and court costs resulting from its violation of Fla. Stat. § 501.201, *et seq.* with respect to James;
- II. Investacorp, Inc. be assessed with actual, consequential and punitive damages sustained by James, plus attorney's fees and court costs resulting from its tortious interference with James' business relationships;
- III. Investacorp, Inc. be assessed with actual, consequential and punitive damages sustained by James, plus attorney's fees and court costs resulting from its defamation of James;
- IV. Investacorp, Inc. be assessed with actual, consequential and punitive damages sustained by James resulting from Investacorp's breach of the Registered Representative Agreement with James; and
- V. Any other legal or equitable relief that this Court deems fair and just after all due proceeding in this matter.

Plaintiff Ian James further respectfully requests this Court enter the requested temporary restraining order against Investacorp, Inc., pursuant to FRCP Rule 65 and FINRA Rule 13804 to remain in effect for a period of fourteen days, or for such other period as the Court deems proper, to maintain the status quo between the parties, to prevent irreparable harm to Ian James, and for further due and appropriate process to be had, either in this Court or in FINRA arbitration.

Respectfully submitted:

/s/ Mark L. Barbre

MARK L. BARBRE #30385 (T.A.)

JAMIE HURST WATTS #28262

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and

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cchetta@barrassousdin.com

Counsel for Ian James

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been filed electronically in this Court's CM/ECF system on this 29th day of April, 2020, and that it is being personally served on defendant at one of the following address:

Corporation Service Company (registered agent)
501 Louisiana Avenue
Baton Rouge, LA 70802

440 Biscayne Blvd. (Principal Business Office)
11th Floor
Miami, FL 33137

/s/Mark L. Barbre
Mark L. Barbre

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Ian James

(b) County of Residence of First Listed Plaintiff East Baton Rouge

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Mark L. Barbre; Jamie H. Watts - Long Law Firm, 1800 City Farm, Bldg.
6, Baton Rouge, LA 70806 Barr
John Joyce; Chloe Chetta - Barrasso Firm**DEFENDANTS**

Investacorp., Inc.

County of Residence of First Listed Defendant Dade, Florida

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:
Breach of Contract, statute and tort**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

/s/Mark L. Barbre

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title [28 U.S.C. Section 1404\(a\)](#). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title [28 U.S.C. Section 1407](#).
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

1

IAN EUGENE JAMES

CRD#: 2602300

Broker Regulated by **FINRA**Investment Adviser [Visit SEC](#)**INVESTACORP, INC.**

CRD#: 7684

8550 UNITED PLAZA BLVD SUITE 702
BATON ROUGE, LA 70809**4** Disclosures**24** Years of
Experience
10 Firms**5** Exams
Passed**12** State
Licenses

Disclosures

View By: Date

7/23/2019

Judgment / Lien



Judgment/Lien Amount

\$50,565.66

Judgment/Lien Type

Tax

**Arbitration Details****Disciplinary Action Details**

5/15/2013

Financial

Final



REGISTERED REPRESENTATIVE AGREEMENT

THIS REGISTERED REPRESENTATIVE AGREEMENT ("Agreement") is entered into this 18th day of August, 2014 by and between Investacorp, Inc. ("Investacorp" or "Company"), a Florida Corporation, and Ian James ("Contractor" or "Undersigned"), an individual who is an independent contractor.

WHEREAS, Investacorp is a registered Broker/Dealer licensed and qualified to transact business pursuant to the rules and regulations promulgated by the Securities and Exchange Commission, the Financial Industry Regulatory Authority and various state and other jurisdictional authorities (hereinafter, "SEC", "FINRA", and "States" respectively or "Regulatory Authority" collectively), and

WHEREAS, the parties mutually desire to enter into this Agreement whereby Contractor may make securities offers exclusively through Investacorp pursuant to the following terms and conditions.

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Term of Agreement. The term of this Agreement shall be for five (5) years from the earlier of the date of execution hereof or the date Contractor is registered through Investacorp with FINRA and at least one (1) state or similar jurisdiction, unless this Agreement replaces another written Agreement with Company and in such instance, the term of this Agreement shall begin on the execution date hereof. Thereafter, this Agreement shall be automatically renewed for periods of one (1) year on each anniversary of the aforesaid execution date unless otherwise terminated as hereinafter provided. Either party may terminate this Agreement at any time without cause upon five (5) days advance written notice to the other party. However, Company shall have the right to immediately terminate this Agreement, if this Agreement is terminated for cause.

2. Nature of Contractor's Relationship to Company. Contractor understands that certain of the Regulatory Authorities may require Company to file each of the Contractor's securities activity locations ("Location") as a "Branch Office", "Office of Supervisory Jurisdiction" or some other title or term. The terms "Branch Office", "Office of Supervisory Jurisdiction", "Representative", "Registered Representative", "Supervisor", "Manager", and "Principal" shall only be used in communications between Contractor and Investacorp or an Investacorp approved product sponsor.

Further, this Agreement does not constitute a hiring by either party. The parties intend that Contractor shall be an independent contractor and not an Investacorp employee and, as such, shall not be subject to Investacorp's control for non regulatory matters. The following provisions shall apply unless otherwise required by any Regulatory Authority:

- Company shall not provide facilities, furniture or equipment to Contractor. Contractor shall provide his or her own office, telephone, equipment and all supplies which he or she deems necessary;
- Contractor shall not incur any expense or liability on behalf of Company. Any and all expenses and liabilities incurred by Contractor shall be the sole responsibility of Contractor;
- Contractor shall not be entitled to fringe benefits of any kind under this Agreement. This includes, but is not limited to insurance benefits, vacation benefits, pension benefits and expense reimbursements of any kind;
- Contractor shall be responsible for the payment of all taxes, income or otherwise. This includes any federal, state, county, city, municipal, local or other taxes. Furthermore, Contractor shall be responsible for any other costs or fees which are attributable to Contractor, Contractor's Location, or sales activity of Contractor, which is charged by the federal government or agency thereof, or that of any Regulatory Authority, state, county, city, municipal or local authority.
- Contractor is not restricted to any geographical territory for solicitation of clients other than those imposed by his or her licenses and registrations;
- Contractor shall not be required to keep appointments with "leads" provided by Company, attend sales meetings, purchase items such as books, periodicals, research reports, etc., work specified hours or days, nor otherwise submit to detailed direction.

3. Obligations and Duties of Contractor. Contractor agrees not to engage in securities activities, including soliciting securities business, unless and until Contractor receives written confirmation from Company of Contractor's effective registration through Company with all applicable Regulatory Authorities for proposed securities activities.

Furthermore, all activities conducted by Contractor under this Agreement shall be conducted in accordance with the Federal Securities Acts, the rules and regulations of each exchange and the Regulatory Authorities with which Company and/or Contractor are licensed or registered. Additionally, when communicating with either clients and/or potential clients, Contractor shall specifically disclose, in accordance with the procedures promulgated by Company, that securities are by licensed individuals offered through Investacorp, Inc.

Prior to Contractor engaging in any activity or business other than securities offered through Investacorp, Contractor shall both immediately notify Company, in writing, and obtain the written authorization from Company's Compliance Director prior to engaging in such other activity or business. It is, however, understood Contractor is solely responsible for such other activity or business. Furthermore, Contractor must disclose to all clients and all potential clients that such other activity or business is outside the scope of Contractor's relationship with Investacorp and Contractor is NOT acting as a representative, agent, nor employee of Investacorp for that activity or business.

Contractor warrants that all information contained on Contractor's form U-4 application, as filed with Company from time to time, shall remain current and accurate to the best of Contractor's knowledge and belief and that all information, including investigatory, disciplinary and legal proceedings involving Contractor, whether final or pending, shall be disclosed by Contractor therein. Contractor agrees to immediately notify Company's Compliance Director, in writing, should any information contained on said form U-4 become outdated or inaccurate.

It is agreed that should Contractor not be available during hours (other than extended hours) in which any United States Stock Market or Stock Exchange is open, Company at its discretion may execute orders placed with Company by those of Contractor's customers who have previously established an account with Investacorp. In all such cases, Contractor shall be responsible for the provisions of this Agreement as if Contractor personally placed the applicable orders with Company. However, under such circumstances, Company shall retain for this service one half (1/2) of the compensation that would normally be paid to Contractor under this Agreement in addition to what Company normally retains under this Agreement.

Contractor agrees to utilize Company's on-line services to conduct business and to meet regulatory and Company requirements. Furthermore, Contractor agrees to utilize any other technological tools required by Company.

4. Licensing/Registration. Investacorp agrees to assist Contractor in securities licensing matters. However, it is the sole responsibility of Contractor to secure and renew all individual licenses and registrations, and Contractor shall be responsible for the payment of all fees and costs relating to Contractor and Contractor's licenses and registrations, including that of any Company and/or Regulatory Authority office, Location, filing, errors and omissions coverage, bonding, renewal, audit, special processing fee, affiliation fee or registration fee. The above mentioned fees and costs are non reimbursable even if this Agreement is terminated at any time, and Contractor agrees that, at Company's discretion, said fees and costs will be deducted directly from Contractor's compensation at Investacorp and/or at any of Investacorp's affiliated companies.

5. Obligations and Duties of Investacorp. Investacorp's sole obligation and duty to Contractor shall be to pay the agreed upon compensation as set forth in Section 6 below. Compensation payments are specifically conditioned upon the prior receipt by Investacorp of cleared funds.

6. Compensation. Through December 31, 2014, which shall be referred to as the "Transition Period," Contractor's sole compensation under this Agreement shall consist of a given percentage of the specific dealer reallocated sales commission which is both generated from securities transactions effected by Contractor and which is unconditionally received by Investacorp upon the sale pursuant to Company's respective selling agreements. Said compensation percentage shall be:

92 % on Mutual Fund Subscription Orders.

92 % on Variable Annuity and Variable Life Product Subscription Orders.

92 % on Limited Partnership Subscription Orders.

92 % on Service Fees.

On General Securities, including Stocks, Bonds, Principal Transactions, Options and any trade in which an Investacorp clearing broker bills the trade, Contractor shall receive ninety-two percent (92%) of the sales commission minus the clearing charges as published on Investacorp's website or in Investacorp's Processing Manual.

Beginning with sales effected on or after January 1, 2015, all of Contractor's compensation percentages shall be ninety percent (90%).

On General Securities, including Stocks, Bonds, Principal Transactions, Options and any trade in which an Investacorp clearing broker bills the trade, Contractor shall receive the above payout percentages minus the clearing charges as published on Investacorp's website or in Investacorp's Processing Manual.

Note: Changes in clearing charges shall be published from time to time on Investacorp's website or in Investacorp's Processing Manual fifteen (15) days prior to institution. Applicable changes will be automatically incorporated herein but will not be deemed an amendment to this Agreement.

After elimination of all contingencies, as well as all debit balances of Contractor and Contractor's clients at Investacorp and at any of Investacorp's affiliates, payment of Contractor's compensation shall be made on a weekly or other convenient basis to be determined by Company. In order to be eligible to receive compensation, Contractor must be securities licensed through Investacorp when the transaction is effected. In addition, Contractor must be properly licensed for the particular securities offered as well as in the state of solicitation and the state where the client is domiciled. As a pre-condition for the payment of compensation, Contractor must obtain all client account documentation. With respect to service fees, Contractor shall only be eligible to receive service fees if on the sponsor payment date, Contractor is securities licensed with Company. Should Contractor be paid compensation for any securities transaction for which Contractor is not entitled to receive compensation, or where Contractor is not properly licensed, or which transaction is subsequently rescinded, or for which Investacorp is required or agrees to return all or any portion of the related sales commission for any reason whatsoever, then Contractor shall forfeit the right to compensation and Contractor agrees to immediately upon demand return to Investacorp the associated compensation received. Company shall also have the right to withhold compensation where Company anticipates litigation, or a regulatory inquiry or investigation, pertaining to activities associated with Contractor, Contractor's employees, agents and/or "Subagents" (as such term is defined in Section Seven) and retain the compensation until in Company's opinion said matter is resolved and all indemnification requirements under this Agreement have been fully satisfied.

Other compensation, if applicable, shall be paid only if pursuant to separate written agreement. Mailgrams, extensions, surcharges and other miscellaneous clearing firm fees and charges will be borne exclusively by Contractor.

7. Overrides and Contractor's Responsibilities. Contractor may introduce applicants to become licensed with Company (hereinafter applicants are also referred to as "Subagents" or "Contractor's Subagents"), or Company may assign Subagents to Contractor. Either party to this Agreement shall have the right to reject such applicants or Subagents. For Subagents acceptable to both parties, Contractor shall have duties and responsibilities as a supervisor. As such, Contractor as a supervisor shall be fully responsible for the conduct, transactions, liabilities, legal and financial obligations and business practices (hereinafter, collectively referred to as Activities) of Subagents. Contractor shall also ensure that Subagents comply with the applicable laws, rules and regulations of the Regulatory Authorities, Company's Supervisory Procedures Manual, Company's Processing Manual, Company's Compliance Advisories and Company's Trading Advisories, and with the contractual agreements Subagents have with Company. Further, Contractor shall conduct compliance audits, in conformity with Company procedures, of each Location of Subagents. In addition, Contractor shall have licenses and registrations which are equal or, when required, greater than those of each Subagent.

As compensation for such duties and responsibilities, Contractor is eligible to receive an override based on the sales commission directly attributable to transactions effected by Subagents. Further, for all Activities performed by individuals for which Contractor is eligible to receive an override, and for all Activities performed under a joint production number in which Contractor is a benefiting party, Contractor shall be responsible for said Activities exactly as if the Activities were performed directly by Contractor.



8. Regulatory Compliance and Supervision. Contractor shall comply with all rules and regulations promulgated by the Regulatory Authorities. Although Contractor is an independent contractor free to conduct his or her mode of operation as set forth in Section 2 above, Investacorp is obligated by the Regulatory Authorities to supervise Contractor's securities activities. In conjunction therewith, Investacorp requires Contractor to abide by its procedures and Investacorp shall have the right, with or without prior notice, to inspect and examine Contractor's books, records and each Location to help ensure compliance with all regulatory and Company requirements. Further, Company requires Contractor to both complete a Compliance Acknowledgement on a periodic basis, and to submit to an exit interview which shall include the completion of a Compliance Acknowledgement upon termination of Agreement. In addition, Company may request copies of any and all of Contractor's books and records pursuant to Company's supervisory obligations and Contractor agrees to timely make such books and records available upon Company's request.

Contractor agrees to immediately notify Company's Compliance Director in writing upon learning of any legal matter, inquiry, complaint or investigation relating to Contractor, Contractor's clients, employees, Subagents or Subagents' clients.

9. Supervisory Procedures. Investacorp's Supervisory Procedures Manual, Processing Manual, Trading Advisories and Compliance Advisories contain many operational rules and procedures of the Regulatory Authorities and are specifically incorporated herein. Contractor acknowledges receipt of and agrees to be bound by same and all amendments and supplements thereto. Contractor further agrees to access Investacorp's website and view the aforementioned documents on-line in order to stay current with said documents, its amendments and supplements.

It is expressly understood that Contractor's violation of any rule, procedure and/or requirement as set forth in Company's Supervisory Procedures Manual, Processing Manual, Trading Advisories, Compliance Advisories or this Agreement may at Company's discretion subject Contractor to disciplinary action. Such disciplinary action by Company may include imposition of a fine, suspension, immediate termination for cause without prior notice or any combination thereof. Contractor acknowledges Company's right to impose such action.

10. Securities Transactions. During the term of this Agreement, unless otherwise mutually agreed to by the parties hereto in writing, Contractor agrees to be securities licensed solely with Company. Contractor shall place all securities transactions exclusively through Company, and such transactions, and the offer to effect same, shall only be made in securities which have been specifically approved for sale by Company. Company shall have the authority, in its sole discretion, to accept or reject any securities transaction. Further, as a pre-condition to the payment of compensation, it is Contractor's responsibility to be properly licensed, provide Company with all Company required account information and fully completed forms, and to submit all sales solicitation material to Company before use for Company's written approval.

11. Trade Secrets. Company trade secrets include, but are not limited to, all Company and Company's affiliates' advisories, manuals, forms, brochures, contractor lists, subagent lists, client lists, employee lists, memoranda, reports, contracts, processes, business acquisition plans, software, procedures and any other materials or information given to Contractor by Investacorp or its affiliates, or otherwise received by Contractor, and are the exclusive property of, and are to be considered in the possession of, Investacorp. Contractor acknowledges that said materials and information are proprietary, confidential, unique and valuable, and were developed by Company and its affiliates at great cost over a long period of time.

Contractor further acknowledges that disclosure of same would cause irreparable injury to Investacorp and its affiliates. Upon termination of this Agreement, Contractor agrees to immediately ensure delivery of all such materials to Company.

12. Indemnification. It is agreed that at all times, including anytime subsequent to the termination of this Agreement, Contractor shall indemnify and hold Company, its officers, directors, employees, shareholders and its affiliated entities harmless against all losses, liabilities, claims, demands, awards, orders, verdicts, damages and expenses of whatever nature, including attorney fees and costs, pertaining in any way to Contractor, Contractor's employees, agents and/or Subagents. Furthermore, by way of example, Contractor agrees to indemnify and hold Company, its officers, directors, employees, shareholders and its affiliated entities harmless against all losses, liabilities, claims, demands, awards, orders, verdicts, damages and expenses, including attorney fees and costs arising out of: (i) any Contractor and/or client debit, debt, obligation and/or liability; (ii) cancellation of any client order for non-payment and/or non-delivery; (iii) delay in transmitting a client order; (iv) violation of any federal or state law or any rule, regulation and/or requirement of the Regulatory Authorities or of Investacorp; (v) any alleged unauthorized or improper act, omission or transaction which is or becomes the subject of a lawsuit, complaint, demand, order, or other document seeking redress against Company or its affiliates; (vi) disclosure of trade secrets of Company or its affiliates; (vii) any fees and/or costs relating to Contractor and/or branch licenses and registrations with Company (and its affiliates), FINRA, SEC, any state and/or other Regulatory Authority, including that of any office, Location, errors and omissions coverage, filing, bonding, renewal, audit, special processing and/or registration fee; (viii) any claim or allegation of wrongdoing including but not limited to those relating to suitability, churning, selling away, breach of contract, misrepresentation, theft, fraud, gross negligence and/or negligence; (ix) the rescission of a transaction, or where a portion of the related sales commission for any reason is returned to the client or sponsor; and/or (x) breach of any of the other duties, provisions, responsibilities and/or obligations under this Agreement. It is agreed that Company in its sole judgment shall have the absolute right to settle any matter and to apply the provisions of this Section. Moreover, Company shall have the right to institute a lien and withhold and apply compensation due Contractor from Company or its affiliates and to make demand on Contractor and to compel Contractor to honor said demand to the extent necessary to discharge the provisions of this Agreement and the provisions of any other agreement Contractor may have with Investacorp and its affiliates.

13. Time of Essence. Time is of the essence in this Agreement.

14. Notice. Contractor will have received notice pursuant to this Agreement when written notice is either personally delivered to Contractor or three (3) days after notice is sent by certified mail, return receipt requested to Contractor. Contractor's address for purposes of this Agreement shall be the address of Contractor as set forth below or at the most recent address of Contractor on file with Investacorp's Compliance Department. Investacorp will have received notice pursuant to this Agreement when written notice is sent to Company's Compliance Director by certified mail, return receipt requested and is actually delivered to the executive offices of Investacorp. Investacorp's executive offices are currently located at 4400 Biscayne Blvd, 11th Floor, Miami, Florida 33137.

15. Waiver. Waiver of any part, term, section and/or provision of this Agreement shall only be valid if accepted in writing by Company and said waiver shall not be construed as a waiver of any subsequent part, term, section and/or provision of this Agreement.

16. Severability. Should any part, term, section and/or provision of this Agreement be declared invalid, void and/or unenforceable, all remaining parts, terms, sections and/or provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

17. Entire Agreement. This Agreement and Investacorp's Supervisory Procedures Manual, Processing Manual, Trading Advisories and Compliance Advisories, as well as all amendments and supplements thereto, are incorporated herein and shall constitute the sole agreement between the parties, there being no other collateral understandings, representations or agreements. All prior agreements, whether oral or written, are hereby revoked and superseded.

18. Required Amendment. If any term of this Agreement in the opinion of Company's counsel controverts the intent of a statute, case law, rule and/or regulation of any applicable Regulatory Authority, then this Agreement shall be governed by said provision and the subject term of this Agreement shall be deemed automatically amended or deleted.

19. Other Amendments. Company proposed amendments must be in writing and shall be valid fifteen (15) days from written notice being received by Contractor, unless Contractor objects to proposed amendments by written notice, and said written notice is received by Company prior to the completion of such fifteen (15) day period pursuant to the notice requirements of Section 14 of this Agreement. Contractor's proposed amendments must be in writing and must be accepted in writing by Company to be valid.

20. Arbitration, Governing Law and Venue. In all respects this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is hereby agreed by the parties that all proceedings, including employment discrimination and sexual harassment claims, will be arbitrated before FINRA. Contractor agrees not to challenge the jurisdiction of FINRA in this regard. Further, Contractor shall be responsible to Company for the costs of collection, including attorney's fees, forum fees and other costs arising out of the enforcement and/or successful defense of this Agreement.

21. Captions. Captions in this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. Singular and Plural and Masculine and Feminine. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section of this Agreement may require, as if such words had been fully and properly written in the appropriate number and gender.

23. Assignment. This Agreement constitutes a personal contract and Contractor shall not transfer or assign this Agreement or any part thereof.

24. Interpretation and Definitions. Unless otherwise provided in this Agreement, or unless the text otherwise requires, the following definitions and rules of construction shall apply herein: "shall", "must", "will" and "agree" are mandatory; "may" is permissive; all references to the term of this Agreement or the Agreement term shall include any extensions.

25. LaserApp Software. Contractor shall be provided with a thirty (30) day complimentary subscription to LaserApp Software.

26. Investacorp Conference. Investacorp shall provide Contractor with an invitation to the Investacorp National Conference to be held in Stone Mountain, Georgia in May, 2015. Company shall pay for Contractor's registration fee, hotel room and planned meals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth herein.

Contractor

Signature

Ian James
Print Name

Address

8550 United Plaza Blvd. Suite 702

Baton Rouge, LA 70809

Investacorp, Inc.

By:

Title of Corporate Officer

INVESTACORP, INC.

(ARCHER, ZWIGARD & ASSOCIATES-THE INVESTACORP GROUP, INC., INVESTACORP, INC.)

CRD#: 7684/SEC#: 8-22598Brokerage Firm Regulated by **FINRA** (Florida district office)**MAIN ADDRESS**4400 BISCAYNE BLVD
11TH FLOOR
MIAMI, FL 33137 UNITED STATES

10 Disclosures >>	Approved 04/28/1978 SEC Registration Status	Corporation Company Type	SEC 1 Self-Regulatory Org U.S. States & 53 Territories >>
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Disclosures

10 Total Disclosures

Regulatory Event		5
Arbitration		3
Bond		2

For details of these disclosures refer to the Detailed Report.

General Information

Main Office Location	4400 BISCAYNE BLVD 11TH FLOOR MIAMI, FL 33137 UNITED STATES
Mailing Address	4400 BISCAYNE BLVD 11TH FLOOR MIAMI, FL 33137 UNITED STATES
Phone	(305) 557-3000
Established in	Florida since 01/26/1978



Ian James

From: Islen Seoane <iseoane@investacorp.com>
Sent: Tuesday, April 28, 2020 2:24 PM
To: Ian James
Subject: Re: book

Hi Ian,

Yes, Investacorp does not own the clients. That would be outside of any agreement you may have concerning the book you purchased, as I am not aware of the particulars of that agreement.



ISLEN SEOANE

Advisor Relations

4400 Biscayne Blvd, 11th Floor, Miami, FL 33137

(305) 557-3000 ext.341

iseoane@investacorp.com

[Website](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

Email is not intended for transmitting orders nor instructions regarding your account nor any other critical or time sensitive information. Information contained in this communication is not considered an official record of your account and does not supersede normal trade confirmations or statements. Any information provided has been prepared from sources believed to be reliable but its accuracy is not guaranteed. This e-mail does not constitute a recommendation of any kind. If this e-mail contains any projections, forecasts, guarantees and/or predictions of any kind you are required to ignore the same. Furthermore, this e-mail is privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail by other than the intended recipient is unauthorized. If you receive this e-mail in error, please contact the sender immediately and delete the material from your computer. Information received by or sent from this system is subject to review by Investacorp Supervisory Personnel. This e-mail is retained and may be produced by Investacorp to regulatory authorities or others with legal rights to the information. Securities are by licensed individuals offered through Investacorp, Inc., a Registered Broker/Dealer, Member FINRA and SIPC.

From: Ian James <ian.james@cfgofbr.com>
Sent: Tuesday, April 28, 2020 3:17 PM
To: Islen Seoane <iseoane@investacorp.com>
Subject: book

Islen..I own my book of business....correct?

Ian E. James, CRPC®, AAMS®
 Financial Advisor



8550 United Plaza Blvd. Ste 702
 Baton Rouge, LA 70809
 225.261.9606 Office
 225.261.9638 Fax

704 Texas Avenue
 Bridge City, TX 77611
 409.792.0179 Office
 409.697.1649 Fax

Ian James

From: Advise 2020 Travel Headquarters <Advise2020@LadenburgEvents.com>
Sent: Friday, October 25, 2019 11:23 AM
To: Ian James
Subject: Registration Confirmed - Advise 2020



Dear Ian,

Your registration has been confirmed. Please save this email for future reference.

Event: Advise 2020

Attending: Ian James

To view the event summary page and your online registration, click the link below. To view your information, click on the My Registration link from the Summary page. You will be asked to enter the confirmation number shown below to review your registration data.

Confirmation Number: H5NRKD7LP48

[Click here to view the event summary](#)

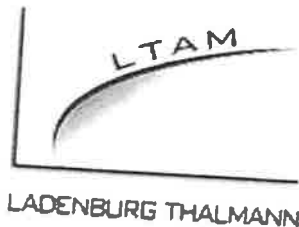
Sincerely,
Advise 2020 Travel Headquarters
844-728-0731 (toll-free) or 636-827-7045 (direct)
Advise2020@LadenburgEvents.com

powered by
cvent

Ian James

From:
Sent:
Subject:

Ladenburg Thalmann Asset Management <LampTeam@ladenburg.com>
Wednesday, November 27, 2019 7:04 PM
YOU'RE INVITED: LTAM 2020 SKI SYMPOSIUM - REGISTRATION NOW AVAILABLE



You're invited to the LTAM 2020 Ski Symposium February 4-7, 2020!

We hope you'll join us in February at the Resort at Squaw Creek in Lake Tahoe, CA for the Ladenburg Asset Management 2020 Symposium. As you may know, the purpose of this meeting is to give you the opportunity to hear from industry experts, network with your peers and gain valuable insights on best practices and successful business building techniques. In order for this event to be the most effective use of your time, we are building an agenda specifically around the feedback we've received in our conversations with advisors regarding what you'd like to learn. In the meantime, a shell agenda outlining meeting times for planning purposes can be found in the "Agenda" section of the registration website.

The event will begin with an open house welcome reception on Tuesday February 4th. Stop in anytime between 7pm and 10pm for food and drinks. Meetings will be held on Wednesday Feb 5th from 8am - 4pm and on Friday, February 7th from 8am - 12:00pm.

Please plan to have your flight depart after 2:30pm on Friday Feb 7th in order to attend the entire meeting. Thursday, February 6th will be a "free day" for you to ski or otherwise enjoy the location.

For skiers who are ready to purchase lift tickets, the mountain is offering a 30% discount for purchases made THIS WEEK between Friday Nov, 29th and Monday, Dec 2nd using the promo code "BlackFriday." You can purchase those tickets here.

For those who prefer to wait to purchase lift tickets, we will remind you of how you can purchase them and reserve equipment, if necessary, at a later date.

Additional meeting information is detailed within the registration section of the website. In order to secure our place at the event, you must register by January 4, 2020.

Register Now

If you're unable to join us please let us know by emailing LAMP@Ladenburg.com.

We hope to see you there!

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Ian James

From: Investacorp <media@investacorp.com>
Sent: Tuesday, January 7, 2020 5:59 AM
To: Ian James
Subject: Congratulations on Qualifying for Leaders Forum 2020

INVESTACORP[®] **LEADERS FORUM**

Congratulations!

We are thrilled to congratulate you on qualifying to attend Leaders Forum 2020! This year's event is being held at The Ritz-Carlton Rancho Mirage in beautiful Palm Springs, California, March 23-26.



 INVESTACORP[®]
LEADERS FORUM
MARCH 23 - 26, 2020

THE RITZ-CARLTON[®] RANCHO MIRAGE
PALM SPRINGS, CALIFORNIA

Your qualification includes three nights' resort accommodations in one room for you and one guest (age 18+). It also includes a \$600.00 travel stipend for the qualifying advisor from their home city to Palm Springs International Airport. This year, you may book flights on your own outside of the registration site. Please ensure you have registered and confirmed your hotel room nights prior to booking air travel. Watch for an email scheduled to arrive tomorrow, January

8, 2020 from PalmSprings20@ladenburgevents.com with your personalized registration link. This registration link will provide you with key details about the program.

Please register as soon as possible as no reservations will be accepted after Friday, February 14, 2020. Make sure to complete the registration in its entirety, to secure your spot. Keep in mind that there are a limited amount of spots available and all reservations will be on a first come, first serve basis.

While in Palm Springs, you will reside in style at The Ritz-Carlton, Rancho Mirage. Perched above the Palm Springs Valley, this Five-Star desert resort offers expansive views of both the valley and the Santa Rosa Mountains. With two sparkling pools, a pampering spa, state-of-the-art fitness center, upscale dining options featuring local cuisine and curated wine lists, and access to the Ted Robinson designed Desert Springs Golf Club at JW Marriott Desert Springs Resort and Spa, the Ritz-Carlton has everything you need to make your time in Palm Springs truly unforgettable.

This is an invitation-only event for Investacorp's most successful advisors and as such, it is nontransferable. When you receive your personalized registration link tomorrow, be sure to read the "Facts to Know", as it has important information about the terms and conditions of your incentive travel. In the meantime, please review the [preliminary agenda](#) to learn more about the activities we have planned.

I look forward to seeing you at Palm Springs in March!

A handwritten signature in black ink, appearing to read "Patrick Farrell". The signature is fluid and cursive, with the first name "Patrick" and last name "Farrell" clearly distinguishable.

Patrick Farrell

Investacorp President & CEO

Have Questions?

Please contact Islen Sedona at (305) 557-3000 ext. 341. You may also reach out to one of our Event Planner, Dawn Larson at (402) 219-7455

Qualifications

Based on Calendar Year 2019

Individual GDC only (no overrides)

\$500,000 minimum production

Outstanding compliance record

Event is by invitation only

Benefits

\$600 travel stipend for qualifying

Investacorp Advisor

Three nights accommodation for you
and one guest (18+)

All planned meals

All planned activities



Rules & Policies

Invitation is non-transferable

Must register by February 14, 2020

No substitutions allowed

No rain checks granted

No cash value



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You are receiving this email because you opted in as an Investacorp Broker

Our mailing address is:

Investacorp

4400 Biscayne Blvd FL 11

Miami, FL 33137 3212

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#)



Ian James

From: Ian James <ian.james@cfgofbr.com>
Sent: Thursday, September 18, 2014 2:15 PM
To: Jessica Guevara
Subject: U 4

Jessica, I need to update my u 4 regarding the bankruptcy. I told Jessica Chano last week she said you were not in. Do I call you or how do I do this?

Ian E. James, CRPC, AAMS
Financial Advisor
8550 United Plaza Blvd., Suite 702
Baton Rouge, LA 70809
(225)261-9606 (O)
(225)261-9638 (FAX)
www.cfgofbr.com

www.facebook.com/CapitalFinancialGroup

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Ian James

From: Jessica Guevara <jguevara@investacorp.com>
Sent: Monday, December 1, 2014 2:54 PM
To: Ian James
Subject: RE: U-4

YES AND I SUBMITTED IT

From: Ian James [mailto:ian.james@cfgofbr.com]
Sent: Monday, December 01, 2014 3:54 PM
To: Jessica Guevara
Subject: U-4

Did you receive in good order?

Ian E. James, CRPC, AAMS
Financial Advisor



8550 UNITED PLAZA BLVD.,
SUITE 702
BATON ROUGE, LA 70809
(225)261-9606 (O)
(225)261-9638(FAX)

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Jessica Guevara
Investacorp
Compliance Department
Compliance Coordinator

Ian James

From: Ian James <ian.james@cfgofbr.com>
Sent: Thursday, June 4, 2015 9:18 AM
To: Jessica Guevara
Subject: Fwd: ZSecure - CRD 2602300

Update. Can we update the lein and remove it from my U4 as it was discharged with my bankruptcy? There is no more lein.

Thanks.

Ian E. James, CRPC, AAMS
Financial Advisor/ President

CAPITAL FINANCIAL GROUP

8550 United Plaza Blvd., Suite 702

Baton Rouge, LA 70809

(225)261-9606 (O)

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Begin forwarded message:

From: "Beltz, Heather" <Heather.Beltz@transamerica.com>
Date: June 4, 2015 at 9:11:05 AM CDT
To: Ian James <ian.james@cfgofbr.com>
Subject: RE: ZSecure - CRD 2602300

This message was sent securely using ZixCorp.

Ian James

From: Jessica Guevara <jguevara@investacorp.com>
Sent: Monday, June 8, 2015 1:57 PM
To: Ian James
Subject: RE: Transamerica

I am working on it

Jessica Guevara
Compliance Coordinator
Compliance Department
Phone: (305) 557-3000 ext.221



4400 Biscayne Blvd, 11th floor, Miami, FL 33137



From: Ian James [mailto:ian.james@cfgofbr.com]
Sent: Monday, June 08, 2015 2:41 PM
To: Jessica Guevara
Subject: FW: Transamerica

Jessica, attached is my U4 were you able to get it updated?

thanks

Ian E. James, CRPC, AAMS
Financial Advisor



8550 UNITED PLAZA BLVD.,
SUITE 702
BATON ROUGE, LA 70809
(225)261-9606 (O)
(225)261-9638(FAX)

www.225WEALTH.com
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Ian James

From: Jessica Guevara <jguevara@investacorp.com>
Sent: Wednesday, July 29, 2015 1:57 PM
To: Ian James
Subject: RE: U-4

Ian:

Yes I submitted it, we are good to go,

Thanks
Jessi G.

From: Jessica Chano
Sent: Wednesday, July 29, 2015 2:56 PM
To: Jessica Guevara
Subject: FW: U-4

Jess,
I think this is for you. Let me know.

Thank you,
Jessica Chano

From: Ian James [<mailto:ian.james@cfqofbr.com>]
Sent: Wednesday, July 29, 2015 11:57 AM
To: Jessica Chano
Subject: U-4

Hi Jessica, just making sure we are all good on the update?

thanks

Ian E. James, CRPC, AAMS
Financial Advisor



8550 UNITED PLAZA BLVD.,
SUITE 702
BATON ROUGE, LA 70809
(225)261-9606 (O)
(225)261-9638(FAX)

OVER A MONTH
LATER CLAIMS
IT is complete
7/29/2015

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

IAN JAMES

Plaintiff,

v.

INVESTACORP, INC.

Defendant.

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)
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)
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Case No.

JUDGE


MAGISTRATE JUDGE

**VERIFICATION OF
COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

I, Ian James, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a person of the age of majority and am fully competent to testify to the matters stated herein.
2. I am a registered financial advisor and am currently affiliated with Investacorp, Inc.
3. I have read the Complaint for Injunctive and Other Relief ("Complaint") and the Exhibits attached thereto, and I affirm the factual statements therein are true and correct based on my personal knowledge.
4. I declare under penalty of perjury in accordance with the laws of the United States that the foregoing statements are true and correct.

Dated: April 29, 2020



Ian James

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

IAN JAMES

Plaintiff,

v.

INVESTACORP, INC.

Defendant.

)

) Case No.

)

) JUDGE

)

) MAGISTRATE JUDGE

)

)

)

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**MOTION FOR TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

NOW INTO COURT, through undersigned counsel, comes Plaintiff Ian James (“James”) to move the Court to Issue a Temporary Restraining Order (“TRO”) without notice, to be followed by a Preliminary Injunction, as may be necessary and after due proceedings, against Investacorp, Inc. This Motion is brought pursuant to FRCP Rule 65 and in compliance with FINRA Rule 13804, to preserve the status quo between the parties, maintain in place the contract between the parties, and to allow appropriate process and hearing on the actions Investacorp, Inc. has threatened to take that would cause James irreparable harm.

As more fully set forth in the accompanying Complaint and attached exhibits, and as further addressed in the Memorandum in Support of this Motion, James has satisfied the requirements for issuance of a TRO and Preliminary Injunction. A TRO should be issued without notice, because notice to Investacorp would likely prompt immediate termination of the subject contract and arguably render moot portions of the injunctive relief sought herein. As such, undersigned counsel has believes notice should not be required. Undersigned’s signature is made in certification and

compliance with Rule 65(b)(1)(B). Further, there is no likely damage to Investacorp for the limited restrictions requested. In fact, Investacorp has given a ten day delay between the threatened “for cause” termination and the date it has indicated such notice will actually be given. Investacorp’s delay in this respect further shows it should not have any serious complaint to additional extension of the status quo, as requested herein.

WHEREFORE, Ian James respectfully requests this Court enter the proposed Temporary Restraining Order against Investacorp, Inc., to remain in effect for a period of fourteen days, enjoining Investacorp, Inc. as follows:

- I. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from terminating, modifying, or amending the Registered Representative Agreement with Ian James, or otherwise interfering with James’ performance thereunder, and/or James’ performance of financial and/or investment services for his clients, including with respect to Investacorp contact with clients identified with James;
- II. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from terminating James’ status as a registered representative of Investacorp;
- III. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from making any disparaging or derogatory statements about James, including with respect to any alleged non-compliance with industry rules or regulations by James;

- IV. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from violating Fla. Stat. § 501.201, *et seq.* with respect to James;
- V. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from interfering with James' business relationships;
- VI. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from reporting, publicizing or otherwise making false statements with respect to James; and
- VII. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined and prohibited from breaching the Registered Representative Agreement with James.

Respectfully submitted:

LONG LAW FIRM, L.L.P.

/s/ Mark L. Barbre
MARK L. BARBRE #30385 (T.A.)
JAMIE HURST WATTS #28262
1800 City Farm Drive, Bldg. 6
Baton Rouge, LA 70806
Telephone: (225) 922-5110
Facsimile: (225) 922-5105
mlb@longlaw.com
jhw@longlaw.com
Counsel for Ian James

and

/s/ John W. Joyce
John W. Joyce, #27525
Chloé M. Chetta, #37070
BARRASSO USDIN KUPPERMAN
FREEMAN & SARVER, L.L.C.
909 Poydras Street, Suite 2350

New Orleans, Louisiana 70112
Telephone: 504/589-9700
Facsimile: 504/489-9701
jjoyce@barrassousdin.com
cchetta@barrassousdin.com

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been filed electronically in this Court's CM/ECF system on this 29th day of April, 2020, and that it is being personally served on defendant at one of the following address:

Corporation Service Company (registered agent)
501 Louisiana Avenue
Baton Rouge, LA 70802

440 Biscayne Blvd. (Principal Business Office)
11th Floor
Miami, FL 33137

/s/Mark L. Barbre
Mark L. Barbre

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

IAN JAMES

Plaintiff,

v.

INVESTACORP, INC.

Defendant.

)

) Case No.

)

) JUDGE

)

) MAGISTRATE JUDGE

)

)

)

)

**MEMORANDUM IN SUPPORT OF MOTION FOR
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

MAY IT PLEASE THE COURT:

Plaintiff Ian James (“James”) submits the memorandum in support of his motion for entry of a temporary restraining order and preliminary injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure to prevent the immediate termination of his Registered Representative Agreement with Investacorp, Inc. and prevent Investacorp from continuing to make statements regarding James. Investacorp has already started to spread the word that James is hobbled in the industry and it has already damaged the value of James’ book of business.

I. SUMMARY OF CIRCUMSTANCES JUSTIFYING THE RELIEF REQUESTED

James has a twenty-five-year career in the financial services industry, principally serving individuals in the Baton Rouge area. James has hundreds of individual clients, most of whom are in their 60s, 70s, and 80s and who depend on him to manage their retirements and provide critical financial advice. James manages more than \$100 million in assets for these clients. He also obtained a large financial services “book of business” in the Houston, Texas area (with

Investacorp's blessing, but without its financial assistance) at the beginning of 2019 to invest further in his business. He is licensed and registered through the Financial Industry Regulatory Authority (FINRA), which governs James' relationship with his clients, as well as the financial services providers he contracts with, including Investacorp.

In 2014 James entered into a Registered Representative Agreement ("RRA") with Investacorp, whereby Investacorp is James' affiliated broker-dealer. Investacorp is also regulated by FINRA and FINRA arbitration is the mechanism required to resolve disputes between James and Investacorp. However, FINRA Rule 13804 also allows a party to obtain temporary and/or preliminary injunctive relief in a court, with the substance of the underlying claim then proceeding in FINRA arbitration. This is the posture of the relief requested herein.

James has been a top producer for Investacorp, and Investacorp has benefited substantially from James' career efforts, good will, established client relationships, and the recent purchase of the Houston-area business. During the ongoing coronavirus pandemic, James has helped his clients navigate the economic upheaval, all while adapting to the additional challenges acute with his older client base. As recently as March 2020, Investacorp invited James to an award trip in Palm Springs, California (which was cancelled due to the coronavirus pandemic) for his successful performance within the organization.

However, on April 20, 2020, James received a call from two top Investacorp executives (Marcus Arneaud: Chief Compliance Officer, and Rick Slavik: VP of Compliance Supervision) stating that his contract would be terminated "for cause" on April 30, 2020. Neither provided any basis for the impending termination on the call or since, either verbally or in writing. In the same conversation on April 20, 2020, Investacorp told James that his termination for cause would

prevent James from continuing to work in the financial industry, implying that Investacorp would make statements related to the termination that would prevent others from working with James.

However, the “for cause” termination notice was quickly shown to be pretextual and was an opening way on the call to intimidate James and attempt to leverage a sale of James’ growing business and have James “voluntarily” resign. At the same time as threatening to terminate James for cause, and outlining the career-destroying consequences, Investacorp made him an “alternative proposal.” Investacorp told James that if he sold his business to another Investacorp advisor, hand-selected by Investacorp, it would allow James to “resign” and would not report his departure as “for cause” termination. Obviously, if Investacorp believed it was truly obligated to terminate James for cause, it would not propose such an alternative – it would simply terminate him for cause. Investacorp’s true motivation was further evidenced when on the call Investacorp also told James the sale of his book of business would, “of course,” be for less than fair market value. James asked if he would be permitted to sell to a different advisor of his own choosing and was told, unequivocally, no.

Investacorp has advised James if he does not sell his book of business to Investacorp’s hand-selected purchaser by April 30, 2020, Investacorp will terminate James for still-unidentified “cause” on April 30, 2020, so immediate relief is necessary to preserve the status quo. By Investacorp’s own statements, above, its clear intentions will irreparably harm James’ ability to continue working in the financial services industry, such that James is compelled to request immediate issuance of a temporary restraining order under these circumstances, and to thereafter allow appropriate hearings on the matter, in order to preserve James’ ability to fight for his career and clients he has served for many years.

While Investacorp has not provided a basis for the threatened for cause termination, James acknowledges he is the subject of an ongoing FINRA investigation for untimely disclosure of a lien levied against James several years ago. As Investacorp knows—and has known for years—the lien has been satisfied in full, and FINRA’s investigation merely relates to the timing of his official disclosure to FINRA. James disputes that he failed to appropriately disclose this information, and in fact, Investacorp has supported and explicitly encouraged James in contesting this dispute. Further, Investacorp explicitly told James that FINRA’s investigation would not affect his contract with Investacorp. Recently uncovered information now suggests James *did* timely disclose the lien to Investacorp, who assumed responsibility for reporting it to FINRA, but failed to timely do so. In other words, Investacorp’s own mistake likely led to the ongoing FINRA investigation and cannot now serve as a basis for Investacorp’s attempts to terminate James “for cause.”

Similarly, and since James - with Investacorp’s knowledge and encouragement - has staunchly defended himself in FINRA’s ongoing investigation, FINRA has additionally inquired as to disclosure of James’ association with a Louisiana limited liability company, unrelated to the financial services industry. Again, James promptly disclosed his proposed involvement in the LLC to Investacorp, which advised that disclosure to FINRA was unnecessary, but may become necessary *if* the contemplated business activities commenced. The LLC ultimately did not conduct business and was dissolved. James relied upon Investacorp’s advice. To the extent FINRA’s latest inquiry could be Investacorp’s still-unstated basis for threatened for cause termination, it is again Investacorp’s own mistaken advice that created the alleged problem, and Investacorp cannot now use its own failing as a “for cause” basis for terminating James. Again, James has not been told these are or are not reasons for the threatened for cause termination. However, to the extent

Investacorp may point to these in the future, James informs the Court Investacorp has at all times been made aware of the issues, and advised James as to the handling of the issues, which James relied upon and followed.

Under these circumstances and the two untenable “choices” Investacorp presented in the April 20th call for immediate decision by James, James elects a third option - to seek immediate injunctive relief before this Court. James is legally and equitably entitled to the limited injunctive relief sought herein to avoid catastrophic consequences to his career, and significant disruption to his client base at their significant time of need. If Investacorp proceeds as it has threatened, it will terminate James contract (which is governed by Florida law) without legal basis, be in bad faith performance of the RRA, and be in violation of Florida’s Unfair Trade Practices and other business tort laws. James asks the Court to maintain the “status quo” and prevent Investacorp from terminating the RRA and from making disparaging or derogatory statements about James, which Investacorp has acknowledged will cause James irreparable injury.

II. FACTUAL BACKGROUND

Many of the factual allegations in the Verified Complaint are recited above. To avoid further duplication, James adopts the verified facts in the Complaint by reference.

III. LAW AND ARGUMENT

FINRA Application to this Matter

FINRA is the self-regulatory organization that regulates brokerage firms and associated persons (financial advisors, brokers) in the financial industry by passing rules “as necessary or appropriate in the public interest or for the protection of investors.” 15 U.S.C. § 78o-3(a). FINRA is overseen by the United States Securities and Exchange Commission. Member institutions and

licensed individuals are bound to comply with FINRA Rules. Investacorp is a regulated member of FINRA.¹ Likewise, James is registered with FINRA.

Though FINRA typically requires all disputes between member institutions and financial advisors to be resolved in arbitration,² FINRA specifically allows regulated persons to seek judicial injunctive relief: “In industry or clearing disputes required to be submitted to arbitration under the Code, parties may seek a temporary injunctive order from a court of competent jurisdiction.” FINRA Rule 13804

FRCP Rule 65 Supports the Relief Requested

Federal Rule of Civil Procedure 65(b) authorizes equitable relief in the form of a temporary restraining order (“TRO”) without notice when it appears that “immediate and irreparable injury, loss, or damage” will result to the moving party. *J.P. Morgan Securities, LLC*, 2016 WL 7223358, at *2 (M.D.La. September 12, 2016) (deGravelles, J.); *Charles Schwab & Co., Inc.* 2016 WL 1752767. A moving party is entitled to such equitable relief upon a showing of the four elements traditionally required for a preliminary injunction:

- (A) Likelihood of success on the merits;
- (B) Likelihood of suffering irreparable harm in the absence of the relief sought;
- (C) The threatened injury to plaintiff outweighs the threatened harm to defendant; and
- (D) The relief will not disserve the public interest.

Brock Services, L.L.C. v. Rogillio, 936 F.3d 290, 296 (5th Cir. 2019) (citing *Cardoni v. Prosperity Bank*, 805 F.3d 573, 579 (5th Cir. 2015)); *Republican Party of Louisiana v. Schedler*, 2011 WL

¹ FINRA’s online BrokerCheck search allows the public to review information about brokerage firms and individual financial advisors, at <https://brokercheck.finra.org/>. .

² See FINRA Rule 13200 (“Except as otherwise provided in the Code, a dispute must be arbitrated . . . if the dispute arises out of the business activities of a member or an associated person”)

6003188, *2, (M.D. La. Nov. 30, 2011) citing *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20 (2008)); *Snow v. Lambert*, No. CV 15-567-SDD-RLB, 2015 WL 5071981, at *1 (M.D. La. Aug. 27, 2015) (citing *Clark v. Prichard*, 812 F.2d 991, 993 (5th Cir. 1987)).

As this Court has explained, injunctive relief “is customarily granted on the basis of procedures that are less formal and on evidence that is less complete than a trial on the merits. A party thus is not required to prove his case in full at a preliminary injunction hearing.” *J.P. Morgan Securities, LLC*, 2016 WL 7223358, at *2 (M.D.La. September 12, 2016) (deGravelles, J.) (quoting, *University of Texas v. Comenisch*, 451 U.S. 390, 395, (1981)). These standards apply for several reasons and are applicable in this matter. Interim injunctive relief is not subject to a jury trial and an “additional reason for some leniency in the preliminary injunction stage is that it is used when quick action is necessary to prevent irreparable harm.” *J.P. Morgan Securities, LLC*, 2016 WL 7223358, at *2. “[T]he grant of a preliminary injunction is discretionary,” such that “the trial court should be allowed to give even inadmissible evidence some weight when it is thought advisable to do so in order to serve the primary purpose of preventing irreparable harm before a trial can be held...” *Id.* citing 11 C. Wright & A. Miller, *Federal Practice & Procedure* § 2949 at 471.

A temporary restraining order is intended only to “preserve the status quo and prevent irreparable harm just so long as is necessary to hold a hearing, and no longer.” *Lavergne v. Cain*, 2016 WL 5899972, at *1 (M.D. La. Oct. 7, 2016) (Jackson J.) (internal quotations omitted); See also *Mississippi Power & Light Co. V. United Gas Pipe Line Co.*, 760 F.2d 618, 621 (5th Cir. 1985) (the decision to grant a request for injunctive relief is to be treated as the exception rather than the rule).

1. James is Likely to Succeed on the Merits of his Claims.

First, James is substantially likely to succeed on the merits of his claims for relief. James primarily asserts claims for (1) breach of contract, (2) deceptive and unfair trade practices, (3) tortious interference with business relationships, and (4) defamation, all under Florida law.³

Breach of Contract

To prevail on a breach of contract action under Florida law, a plaintiff must prove: (1) a valid contract existed (it does); (2) material breach of the contract (which occurs through “for cause” termination without legitimate “cause”); and (3) damages (loss of business, reputation, and career possibilities). *Ragner Technology Corp. v. Berardi*, 2020 WL 1244863, *3 (S.D. Fla. March 16, 2020). The implied covenant of good faith and fair dealing applies to every contract. *Meruelo v. Mark Andrew of Palm Beaches, Ltd.*, 12 So.3d 247, 250 (Fla. 4th DCA 2009).

Deceptive and Unfair Trade Practices

To maintain a claim under Florida’s Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*, a plaintiff must prove: (1) a deceptive act or unfair practice; (2) causation; and (3) actual damages. *Twin Rivers Eng’g Corp. v. Fieldpiece Instruments, Inc.*, No. 612-cv-1794, 2014 WL 3908189, at *16 (M.D. Fla. 2014) (citing *Virgilio v. Ryland Grp., Inc.*, 680 F.3d 1329, 1338 n.25 (11th Cir. 2012)). Under the Act, “anyone aggrieved by a violation . . . may bring an action to . . . enjoin a person who has violated, is violating, or is otherwise likely to violate this part.” Fla. Stat. § 501.211. “The clear intent of this statute as expressed by its plain language is to provide both equitable and legal remedies to . . . aggrieved parties [who] have sustained actual losses because of a violation(s) under FDUTPA.” *Macias v. HBC of Fla., Inc.*, 694 So. 2d 88, 90 (Fla. Ct. App. 1997). A “deceptive act” is any “representation, omission, or practice that is likely

³ According to James’ registered representative agreement with Investacorp, the parties’ contractual relationship “shall be governed by and construed in accordance with the laws of the State of Florida.”

to mislead [a consumer or legitimate business enterprise] acting reasonably in the circumstances, to the [consumer or business's detriment]." *Global Tel*Link Corp. v. Scott*, 652 F. Supp. 2d 1240, 1269 (M.D. Fla. 2009) (collecting Florida state court cases). An "unfair practice" is anything that offends established public policy or is "immoral, unethical, oppressive, [or] unscrupulous." *Id.* Here, Investacorp deceived and unfairly prejudiced James in the course of his legitimate business activities by advising him that it would report certain information to FINRA on his behalf, and then failing to do so, and attempting to fire him for its own failure. Simultaneously, Investacorp deceived and unfairly prejudiced James in the course of his legitimate business activities by encouraging him to defend himself in FINRA's investigation, rather than attempting to seek early and informal resolution, and seemingly relying on that very investigation that Investacorp has unnecessarily prolonged as an illegitimate basis for James' termination. Investacorp has also engaged in the unscrupulous conduct of not only putting James in this position, but then, essentially extorting James into selling his clearly valuable client list and book of business for well under fair market value, all for the sake of saving his career in the financial services industry. *See generally Rodriguez v. Recovery Performance & Marine, LLC*, 38 So. 3d 178, 180 (Fla. Dist. Ct. App. 2010) ("[T]he act is intended to protect [against] unfair or deceptive acts or practices which diminish the value or worth of the goods or services . . .").

Tortious Interference

To prove a claim for tortious interference with a business relationship, the plaintiff must show: (1) the existence of a business relationship (which Investacorp does not dispute James maintains with his clients), (2) the defendant's knowledge of that relationship (which, again, is undisputed here), (3) the defendant's intentional and unjustified interference with that relationship, and (4) damage to the plaintiff as a result of the defendant's interference. *Gossard v. Adia Servs.*,

Inc., 723 So. 2d 182, 184 (Fla. 1998) (quoting *Tamiami Trial Tours, Inc. v. Cotton*, 463 So. 2d 1126, 1127 (Fla. 1985)). By Investacorp’s own admissions, it intends to interfere with James’ existing business relationships with his clients because Investacorp knows that terminating James will prevent him from continuing to provide them financial advice, both in the short term and long term. Investacorp told James directly that their impending termination “for [an unstated] cause” would cause him damage by preventing him from continuing to work in the financial industry, despite the decades of good will and business reputation he has developed.

Defamation

To prove a claim for defamation under Florida law, the plaintiff must show that (1) the defendant published a false statement, (2) about the plaintiff, (3) to a third party, and (4) the statement’s falsity injured the plaintiff. *Matonis v. Care Holdings Group, L.L.C.*, 423 F. Supp. 3d 1304, 1315 (S.D. Fla. 2019). Under Florida law, statements are “defamatory per se” when “considered alone and without innuendo, they . . . tend to injure one in his trade or profession.” *Id.*

Florida also recognizes “defamation by implication,” by which “literally true statements can be defamatory [if] they create a false impression.” *Jews for Jesus, Inc. v. Rapp*, 997 So. 2d 1098, 1106 (Fla. 2008). Defamation by implication arises when “a defendant (1) juxtaposes a series of facts so as to imply a defamatory connection between them, or (2) creates a defamatory implication by omitting facts, such that he may be held responsible for the defamatory implication.” *Id.* (alterations omitted) (quoting *Stevens v. Iowa Newspapers, Inc.*, 728 N.W.2d 823, 827 (Iowa 2007)). Florida law also recognizes that injunctive relief is appropriate where defamatory statements will interfere with another’s business. *Murtagh v. Hurley*, 40 So. 3d 62, 66 (Fla. Dist. Ct. App. 2010). Here, Investacorp plainly stated that its “for cause” termination, and

necessary disclosures relating to that impending termination, will interfere with James' business as a financial advisor by preventing him from continuing to work in the financial industry. In fact, Investacorp has already defamed James to others. Investacorp has told at least one other advisor that James was about to be fired. The advisor used that information to attempt to buy James' book of business at a steep discount. These damaging statements by Investacorp have already begun.

2. James Will Suffer Irreparable Injury in the Absence of Injunctive Relief

Second, there is a substantial threat of irreparable injury to James if a preliminary injunction is not issued. As described above, without injunctive relief, James faces termination of the RRA by Investacorp for cause and the inability to work with the clients that need him, who are most squarely in the current cross-hairs of the coronavirus pandemic because of their age, and the economic upheaval related to their financial products. Investacorp representatives have also described how James' termination would be reported to FINRA and, as a result, would be made known to the entire financial services industry, including entities with whom James might associate in the future. Investacorp's representatives further stated that reporting of James' "for cause" termination would effectively prevent him from ever working in the financial services industry again. The comments of Investacorp's own representatives demonstrate the substantial threat of irreparable injury to James. This scenario does not merely involve the termination of an agreement; Investacorp's impending actions involve the destruction of a thirty-year career spent servicing hundreds of individual clients, most of whom are elderly, with total assets exceeding \$100 million. James has spent three decades earning the trust of his clients through his attention to their needs, sound advice, and availability. Investacorp's threatened actions will irreparably harm James' reputation not only with current clients, but also in the communities in which he operates. *See generally Special Purpose Accounts Receivable Co-op Corp. v. Prime One Capital*

Co., 125 F. Supp. 2d 1092, 1105 (S.D. Fla. 2000) (“Irreparable injury is presumed in cases involving tortious interference with business relationships . . . [and] injunctive relief is the only appropriate remedy.” (collecting cases)). Further, Investacorp’s threatened actions could also indirectly harm James’ individual clients for whom he currently provides financial advisory services.

3. The Threatened Harm to James Outweighs Any Possible Harm an Injunction May Cause Investacorp

A balance of harm is the third element that must be demonstrated in support of injunctive relief. This balance requires that the threatened injury to James will outweigh any harm to Investacorp, should the injunction be granted. If James obtains injunctive relief, Investacorp will be restrained, enjoined and otherwise prohibited from terminating the RRA. The current RRA arrangement between Investacorp and James will briefly continue, enabling James and his clients to continue in their current fiduciary relationships for the time being, until James and Investacorp are able to further present evidence and be heard on the claims and issues in arbitration. The terms and conditions of the RRA will remain in place, the same as they have been for more than five years. Importantly, Investacorp has never alleged that James has engaged in any conduct causing adverse consequences to his clients. Instead, Investacorp has consistently rewarded James for his stellar client performance. The revenue distributed to Investacorp and James will remain consistent until a resolution is achieved. In other words, if injunctive relief is granted, status quo will continue for Investacorp vis-a-vis James, a top producer for Investacorp. This arrangement is consistent with the purpose of a preliminary injunction - to preserve the status quo in situations in which irreparable harm could result from a party’s ongoing or threatened actions.

The threatened injury to James significantly outweighs any harm Investacorp might sustain as a result of continuation of the status quo. As stated above, Investacorp’s own representatives

have described how James' termination would be made known to the entire financial services industry, including entities with whom James might associate in the future. In their own words, Investacorp's representatives explained how reporting of a "for cause" termination of James would effectively prevent him from ever working in the financial services industry again. Investacorp's comments demonstrate how the threatened injury to James outweighs any harm to Investacorp – James faces the destruction of his thirty-year career. Further, in presenting James with the Hobson's choice and delaying termination of the RRA for more than a week, there is clearly no harm to Investacorp in maintaining the RRA in place to preserve the status quo. Any harm to Investacorp is greatly outweighed by the injury faced by James.

4. Injunctive Relief Will Not Disserve the Public Interest

Finally, granting James' requested injunction will not disserve the public interest. To start, an injunction to enforce the correct application of the law, in and of itself, serves the public interest. *Daniels Health Scis., L.L.C. v. Vascular Health Scis., L.L.C.*, 710 F.3d 579, 585 (5th Cir. 2013) (found that the public is served when the law is followed). In the instant case, Investacorp's unfair and deceptive methods, acts, and/or practices are unlawful pursuant to FDUTPA. An injunction to enforce the provisions of FDUTPA will serve the public interest in this matter.

Further, the most immediate "public" concerned with this matter are James' clients. These clients are best served by maintaining their ability to work with James as their chosen financial advisor during these historically challenging times, and not face disruption of needed financial services.

5. No Bond Should be Required

Investacorp's threatened acts, without basis, have unfairly and dramatically shifted the otherwise mutual-benefit relationship between the parties. The relief requested by James herein

simply reaffirms the position of the parties prior to April 20, 2020. There has been no indication provided by Investacorp that James acted in any manner to cause Investacorp to change its view of the relationship. Under these circumstances, and with no reasonable basis to foresee potential damage to Investacorp by granting the requested relief, James suggest no bond should be required. Alternatively, James suggest that only a minimal bond amount be required under the circumstances.

IV. CONCLUSION

Considering the evidence and applicable law, it is appropriate for the Court to enter the requested TRO in the form and substance prayed for, enjoining Investacorp from terminating the RRA and from making disparaging or derogatory comments about James, and allowing this dispute to then proceed promptly to a final determination on the merits in a FINRA arbitration.

Respectfully submitted:

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been filed electronically in this Court's CM/ECF system on this 29th day of April, 2020, and that it is being served on defendant at one of the following address:

Corporation Service Company (registered agent)
501 Louisiana Avenue
Baton Rouge, LA 70802

440 Biscayne Blvd. (Principal Business Office)
11th Floor
Miami, FL 33137

/s/Mark L. Barbre
Mark L. Barbre

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

IAN JAMES)	
)	Case No.
<i>Plaintiff,</i>)	
)	JUDGE
v.)	
)	MAGISTRATE JUDGE
INVESTACORP, INC.)	
)	
<i>Defendant.</i>)	
)	

TEMPORARY RESTRAINING ORDER

Considering Ian James' ("Plaintiff") Motion for Temporary Restraining Order against Investacorp, Inc. ("Defendant"), and the legal arguments and evidence submitted therewith, the Court finds there is evidence of impending immediate and irreparable injury to Ian James, for which there is no adequate remedy at law and for which damages are incalculable, justifying maintenance of the status quo between the parties until a more complete hearing can be conducted. Without the relief granted below, Ian James is likely to suffer irreparable harm, which outweighs any potential harm to Investacorp. The Temporary Restraining Order below will not disserve the public interest.

THEREFORE, IT IS ORDERED that:

- I. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from terminating, modifying, or amending the Registered Representative Agreement with Ian James, or otherwise interfering with James' performance thereunder, and/or James' performance of financial and/or investment

- services for his clients, including with respect to Investacorp contact with clients identified with James;
- II. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from terminating James' status as a registered representative of Investacorp;
 - III. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from making any disparaging or derogatory statements about James, including with respect to any alleged non-compliance with industry rules or regulations by James;
 - IV. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from violating Fla. Stat. § 501.201, *et seq.* with respect to James;
 - V. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from interfering with James' business relationships;
 - VI. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined, and prohibited from reporting, publicizing or otherwise making false statements with respect to James; and
 - VII. Investacorp, Inc. and persons or entities acting for or in concert with it are restrained, enjoined and prohibited from breaching the Registered Representative Agreement with James.

Ian James' Motion for Preliminary Injunction shall be heard before this Honorable Court on the _____ day of _____, 2020 at _____ a./p.m..

This order shall not be effective unless and until Ian James executes and files a bond with the Clerk of Court in the amount of \$_____. Once Ian James pays such bond, the Clerk of Court shall issue a Temporary Restraining Order in conformity with applicable laws and the terms of this Order.

SIGNED in Baton Rouge, Louisiana, on this _____ day of _____, 2020.

UNITED STATES DISTRICT JUDGE