

# EXHIBIT 4

**IN THE MATTER OF THE ARBITRATION OF**

T-MOBILE USA, INC.,

Claimant,

v.

**JAMS No. 1160024282  
Order on Second Motion for  
Emergency Injunction**

VERITY WIRELESS, INC.,

Respondent.

The matter came on for hearing before the arbitrator on May 5, 2021. Each party claimed the other argued matters not set forth in their claim or response. Upon stipulation of both parties they were granted until May 7 for each party to amend their claim or response. Claimant amended the claim. Respondent did not file a response to the claim, but rather submitted a supplemental response to the motion. Claimant requested an opportunity to respond to that which was granted.

Having reviewed all the submissions the Arbitrator determines that the only issue to be determined in this hearing at this stage is whether Claimant is entitled under the Agreements to a temporary injunction against Respondent from selling any of its remaining stores to any entity other than T-Mobile or an entity approved by it.

Many of the issues raised by the parties must await a factual determination<sup>i</sup> At this preliminary stage of the proceedings the court reviews the Agreements as lawful on their face in the absence of factual evidence to the contrary which must await the merits.

Various provisions of the Agreements have different obligations as between T-Mobile and Verity. The provision that is determined to be operative in relation to this request for temporary injunction is Section 13. NON-COMPETITION.

In that Section the Provider acknowledges the benefits its receives from the Company and acknowledges the that its agreement not to compete is a “material consideration to Company entering into this Agreement and that Company would

not have done so without such protections.”

That “Provider, its principals owners, and/or any successor entity to Provider will not:

13.1.3 directly or indirectly sell, assign or otherwise transfer any Provider Store Location to a wireless service provider...that competes with Company or any of its dealers with the Area.”

13.1.4 The Parties agree that a breach of any provision in this Section 13.1 will result in irreparable harm to T-Mobile, and monetary damages would be an inadequate remedy for any breach by Provider, and T- Mobile may seek temporary, preliminary and permanent injunctive relief with respect to any such breach by Provider.

**T-Mobile has shown in the Agreements a clear legal right.**

Clearly Section 13 prohibits sale of stores to competitors.

**Well grounded fear of immediate invasion of that right,**

At the hearing Verity acknowledged its intention to sell its remaining stores to Wecan, a T-Mobile competitor.

**Irreparable harm**

Verity acknowledges irreparable harm in Section 13.1.4

Therefore a temporarily injunction is necessary to preserve the status quo (a) prohibiting Verity from selling or transferring its Locations except to T-Mobile or to dealers with prior, express T-Mobile approval; (b) prohibiting Verity from directly or indirectly selling, transferring, or assigning any Location to any competitor or competitor’s agents.

This order shall remain in effect until further order of the arbitrator.

There is no showing of the need for a T- Mobile to file a bond.

Signed this 13<sup>th</sup> day of May 2021

DocuSigned by:

*Faith Ireland*

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Faith Ireland, Arbitrator

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<sup>i</sup> Among other issues:

Whether T-Mobile was entitled to terminate its agreement without the notice required under Sec. 10.4.4.2 of the Agreements.

Whether T-Mobile unlawfully prohibited sale to a T-Mobile approved provider Amtel LLC.

Whether Verity violated the Agreements in relation to its handling of subscribers.

Whether T-Mobile was in breach by withholding commissions.

Whether Verity breached Agreements by closing stores without required notice to T-Mobile.

Whether the Agreements are contracts of adhesion.

**PROOF OF SERVICE BY E-Mail**

Re: T-Mobile USA, Inc. vs. Verity Wireless, Inc.  
Reference No. 1160024282

I, Jenny Truex, not a party to the within action, hereby declare that on May 13, 2021, I served the attached ORDER ON SECOND MOTION FOR EMERGENCY INJUNCTION on the parties in the within action by electronic mail at San Diego, CALIFORNIA, addressed as follows:

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Parties Represented:  
Verity Wireless, Inc.

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Diego, CALIFORNIA on May 13, 2021.

*Jenny Truex*  
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Jenny Truex  
JAMS  
jtruex@jamsadr.com