

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

YOLANDA M. BOSWELL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CASE NO. 2:07-cv-135-WKW
	)	
JAMARLO K. GUMBAYTAY	)	
DBA/THE ELITE REAL ESTATE	)	
CONSULTING GROUP, and	)	
MATTHEW W. BAHR,	)	
	)	
Defendants.	)	

**ORDER GRANTING INJUNCTIVE RELIEF**

Plaintiff's Motion for Emergency Injunctive Relief was heard on February 22, 2007, at 4:00 p.m., pursuant to the order entered in this cause on February 14, 2007 (Doc. #5). Plaintiff appeared with Connie J.M.C. Baker and Kenneth James Lay, counsel. No Defendant appeared. It affirmatively appearing from the record that the Defendants were served on February 16, 2007, with copies of the Complaint, *in forma pauperis* motion, order granting motion for leave to proceed *in forma pauperis* (Doc. #4) and the court's February 14, 2007 Order, the court proceeded to hear testimony in support of the Plaintiff's motion for injunctive relief.

Based upon clear and convincing evidence heard in open court, the court finds that a preliminary injunction is due to be entered against the Defendants and in favor of the Plaintiff as follows: 1) Defendants are restrained and enjoined from instituting eviction proceedings against the plaintiff, or from directly or indirectly threatening eviction proceedings against the plaintiff, until further order of the court; 2) Defendant Jamarlo K. Gumbaytay is restrained and enjoined from threatening, harassing, or communicating with Plaintiff or any of her immediate family who resides

at 964 North Gap Loop, Montgomery, Alabama until further order of this court; 3) Defendants are restrained and enjoined from interfering with Plaintiff's possession of the premises located at 964 North Gap Loop, Montgomery, Alabama until further order of this court.

The Plaintiff is directed to continue making monthly rental payments in the amount of \$450 pursuant to the terms of the lease agreement between the parties dated October 1, 2006, until further order of the court. Plaintiff shall make said payments to the trust account of Legal Services Corporation. For any lease payments that are late, the plaintiff shall also pay a \$50 late fee into the trust account of Legal Services Corporation. Legal Services Corporation shall maintain these funds in trust on behalf of the Plaintiff, its client, until the funds are properly requested by the Defendants.

Done this 23rd day of February, 2007.

/s/ W. Keith Watkins  
UNITED STATES DISTRICT JUDGE