

CAUSE NO. 2026-70357

622 SOFI LAKES, LP; GO-M REALTY	§	IN THE DISTRICT COURT OF
LLC; and DAMAC INVESTMENTS LLC,	§	
Plaintiffs,	§	
	§	
v.	§	
	§	HARRIS COUNTY, TEXAS
JONATHAN GARCIA,	§	
Defendant / Counter-Plaintiff /	§	
Third-Party Plaintiff,	§	
	§	
v.	§	515TH JUDICIAL DISTRICT
	§	
SOPHIA FILFIL, individually and	§	
as Trustee; UNITY GRID	§	
MANAGEMENT, LLC; et al.,	§	
Third-Party Defendants.		

**129 — DEFENDANT JONATHAN GARCIA’S MOTION TO DISSOLVE THE
TEMPORARY INJUNCTION SIGNED OCTOBER 14, 2026, AS VOID
(No Bond — Rule 684; No Trial Setting and No Stated Reasons — Rule 683)**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant, Counter-Plaintiff, and Third-Party Plaintiff Jonathan Garcia (“Garcia”), pro se, moves to dissolve the Order Granting Temporary Injunction signed October 14, 2026 (the “Order”), because it is void on its face: it sets no bond, sets no trial date, and states no reasons why injury would be irreparable. Garcia asks that the Order be dissolved and that, in the alternative, it be vacated and any renewed application be heard on proper notice with a bond and trial setting, or, in the further alternative, that it be modified as set out in Section V. He shows:

I. The Order

1. Plaintiffs’ application for temporary injunction was heard on October 8, 2026. Plaintiffs’ counsel submitted a proposed order on October 8, 2026 (Envelope No. 120926603). The Court signed it on October 14, 2026. The Order enjoins Garcia from (i) contacting Plaintiffs’ clients, lot purchasers, investors, vendors, brokers, brokerage personnel, or homebuilder partners regarding Plaintiffs or the Project; (ii) accessing or modifying any website, domain, hosting, social-media, or e-mail account of Plaintiffs, including sofilakes.com and go-mrealty.com; (iii) using or disclosing Plaintiffs’ confidential information; and (iv) executing or relying on any instrument purporting to be made with the authority of Plaintiffs, or representing to any third party that he is a member, manager, officer, or authorized signatory of Plaintiffs — which,

because Damac Investments LLC is a named Plaintiff, bars Garcia from acting as or claiming to be Damac's member while the Court has not yet decided who Damac's members are.

2. The Order contains no bond. It contains no setting of the cause for trial on the merits. Its findings recite that Plaintiffs face "imminent" harm and would be "irreparably injured," but do not state why the injury is irreparable or why Plaintiffs have no adequate remedy at law. The signature line reads "SIGNED this ____ day of _____, 2026," with the blanks unfilled, beside an electronic signature dated October 14, 2026. A stray fragment — "Court." — appears between the decretal paragraph and the list of restraints.

II. The Order Is Void Because It Sets No Bond

3. Texas Rule of Civil Procedure 684 provides that, in the order granting a temporary injunction, "the court shall fix the amount of security to be given by the applicant," and that before the injunction issues the applicant "shall execute and file with the clerk a bond." The requirement is mandatory. A temporary injunction issued without a bond is void, not merely voidable. *Qwest Communications Corp. v. AT&T Corp.*, 24 S.W.3d 334, 337 (Tex. 2000) (per curiam); *Ex parte Leshner*, 651 S.W.2d 734, 736 (Tex. 1983); *Goodin v. Jolliff*, 257 S.W.3d 341, 352 (Tex. App.—Fort Worth 2008, no pet.).

4. The Order fixes no bond. The signed Order is Plaintiffs' original October 8, 2026 proposed order (document footer 4929-7342-5623, v. 1); Plaintiffs' later October 9, 2026 draft proposed a \$1,000 bond, but that draft was not the one signed. The Order is therefore void, and Garcia is entitled to its dissolution without regard to the merits. *Qwest*, 24 S.W.3d at 337.

4A. The \$1,000 security fixed in the September 24, 2026 temporary restraining order does not cure the defect. A temporary restraining order and its bond expire by their own terms; Rule 684 requires the court to fix security "in the order granting a temporary injunction," and a bond posted for a restraining order does not satisfy that requirement unless the temporary injunction order itself so provides. That was the posture in *Qwest*: a restraining-order bond had been posted, the temporary injunction order did not fix security, and the Supreme Court held the injunction void. *Qwest*, 24 S.W.3d at 337. The October 14 Order neither fixes security nor continues the restraining-order bond; it is silent.

III. The Order Is Void Because It Sets No Trial Date and States No Reasons

5. Rule 683 provides that "[e]very order granting a temporary injunction shall include an order setting the cause for trial on the merits with respect to the ultimate relief sought," and that

every such order “shall set forth the reasons for its issuance” and “be specific in terms.” These requirements are mandatory and must be strictly followed; an order that does not comply is void. *InterFirst Bank San Felipe, N.A. v. Paz Construction Co.*, 715 S.W.2d 640, 641 (Tex. 1986) (per curiam); *Qwest*, 24 S.W.3d at 337; *Indep. Capital Mgmt., L.L.C. v. Collins*, 261 S.W.3d 792, 795 (Tex. App.—Dallas 2008, no pet.).

6. The Order sets no trial date. It is therefore void under Rule 683 on that ground alone. *InterFirst*, 715 S.W.2d at 641. It also fails to state the reasons for its issuance in the sense Rule 683 requires: it recites the conclusion that harm is “imminent” and “irreparable,” but gives no reason why — nothing explaining why damages would not compensate the alleged loss of website credentials or a disparaged business relationship. A conclusory recital that injury is irreparable does not satisfy Rule 683. *Indep. Capital Mgmt.*, 261 S.W.3d at 795–96; *Kotz v. Imperial Capital Bank*, 319 S.W.3d 54, 56 (Tex. App.—San Antonio 2010, no pet.).

IV. The Court Should Dissolve the Order Now

7. A trial court retains authority to dissolve or modify a temporary injunction at any time while the case is pending, and should do so when the order is void. *See* Tex. R. Civ. P. 680, 683; *Tober v. Turner of Tex., Inc.*, 668 S.W.2d 831, 834 (Tex. App.—Austin 1984, no writ). The defects here cannot be cured by a nunc pro tunc correction, because they are not clerical: the Court never set a bond or a trial date.

8. Dissolution matters now. Paragraph (iv) of the Order, read with Damac Investments LLC as a Plaintiff, forbids Garcia from acting as Damac’s member or saying that he is one — while Garcia’s counterclaim, his Verified Emergency Application to Preserve the Granbury Escrows (set for hearing October 22, 2026), and the Chambers County action all turn on exactly that question, and while the December 15, 2025 Secretary of State filing that removed him is itself challenged as void. A void order should not be left in place to tilt that contest.

9. Garcia has filed a separate notice of accelerated appeal to preserve his rights under Tex. Civ. Prac. & Rem. Code § 51.014(a)(4) and Tex. R. App. P. 26.1(b), 28.1, but asks this Court to dissolve the Order first so that no appeal is necessary.

V. The Signed Order Does Not Reflect the Ruling Announced in Open Court

10. At the temporary injunction hearing, the Court stated on the record that the parties had reached their own agreement and that the question of who controls Damac Investments LLC remained unresolved.

11. The Order signed October 14, 2026 is not that agreement. It is Plaintiffs’ proposed form, submitted October 8, 2026 (Envelope No. 120926603). The only approval it bears is that of Plaintiffs’ counsel, Connor J. Smith, under the heading “Approved as to Form, and Entry Requested.” It bears no approval by Garcia.

12. The Order goes beyond what the Court announced. It recites that Garcia “asserted authority over Damac that he does not hold.” It recites that Garcia “executed instruments styled as acts of the sole member of Damac” and “directed third parties to disregard Ms. Filfil’s authority over that company.” And paragraph (iv) enjoins Garcia from “representing to any third party that he is a member, manager, officer, or authorized signatory of Plaintiffs,” which, because Damac Investments LLC is a named Plaintiff, reaches Damac.

13. These recitals and paragraph (iv) decide, by temporary injunction, the disputed question of Damac’s membership and control — the question the Court stated remained unresolved. A signed order should conform to the ruling the Court actually announced. Accordingly, and in the alternative to dissolution, Garcia asks the Court to modify the Order to (a) strike the findings concerning Damac quoted in paragraph 12; (b) strike paragraph (iv) insofar as it applies to Damac Investments LLC; and (c) add a provision that nothing in the Order adjudicates membership in or control of Damac Investments LLC.

VI. Prayer

Garcia asks the Court to set this motion for hearing at the earliest available time — including with the October 22, 2026 setting — and to sign an order dissolving the Order Granting Temporary Injunction signed October 14, 2026, as void for failure to set a bond under Rule 684 and failure to set the cause for trial and state the reasons for issuance under Rule 683; and, in the alternative, to vacate the Order and require that any renewed application be presented on proper notice with a bond fixed and a trial date set; and, in the further alternative, to modify the Order by striking its findings concerning Damac Investments LLC, striking paragraph (iv) insofar as it applies to Damac Investments LLC, and adding a provision that nothing in the Order adjudicates membership in or control of Damac Investments LLC. Garcia asks for all other relief to which he is entitled.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

[REDACTED]

Tel. [REDACTED]

Jon.garcia.a@gmail.com

DEFENDANT, COUNTER-PLAINTIFF, AND
THIRD-PARTY PLAINTIFF

CERTIFICATE OF CONFERENCE

On October 20, 2026, at approximately 2:03 a.m. Central Time, I e-mailed Connor J. Smith, counsel for Plaintiffs, with copies to Laura Crabtree and Cherie Schade, asking whether Plaintiffs oppose dissolution of the October 14, 2026 Order in light of the absence of a bond and a trial setting, whether they oppose the alternative modification as to Damac, and whether they agree to a hearing on October 22, 2026 at 1:00 p.m. As of the time of filing, I have received no response. The motion is therefore presented as opposed and submitted to the Court for determination.

/s/ Jonathan Garcia

CERTIFICATE OF SERVICE

I certify that on October 20, 2026, a true copy of this Motion was served under Rule 21a through the electronic filing manager on all counsel of record — Connor J. Smith, Laura Crabtree, and Cherie Schade, Doré Rothberg Law, P.C., csmith@dorelaw.com, lcrabtree@dorelaw.com, cschade@dorelaw.com, counsel for Plaintiffs; and Anthony N. Pettitt, The Pettitt Firm, PC, tpettitt@stockyardslawfirm.com, counsel for Third-Party Defendant Noel D. Wasson — and on Third-Party Defendant Providence Title Company by e-mail to nwasson@protitletx.com, bwoltmann@protitletx.com, and adeboer@protitletx.com.

/s/ Jonathan Garcia
Jonathan Garcia