

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, et al., including	§	
PROVIDENCE TITLE COMPANY,	§	
Third-Party Defendants.		

**135A — AMENDED PROPOSED ORDER GRANTING TEMPORARY INJUNCTION
TO PREVENT LOSS OF THE GRANBURY LAND AND PRESERVE JONATHAN
GARCIA’S AUTHORITY TO ACT FOR DAMAC**

On October 22, 2026, at 11:00 a.m. Central Time, the Court heard Defendant, Counter-Plaintiff, and Third-Party Plaintiff Jonathan Garcia’s Verified Application for Temporary Injunction concerning the Granbury property and Providence Title Company GF No. 13100025. Having considered the application, the evidence, the testimony of Sophia Filfil, and the arguments of the parties, the Court GRANTS a temporary injunction as stated below. Garcia seeks no money and no award of damages by this application; the relief is limited to preserving the land, the contract, and Garcia’s authority pending trial.

I. Findings and Reasons (Tex. R. Civ. P. 683)

1. Cause of action. Garcia has pleaded causes of action for declaratory relief that he is a member of Damac Investments, LLC (“Damac”) and that the December 15, 2025 certificate of amendment is of no effect as to him, for breach of fiduciary duty, and related claims.

2. Probable right to relief. Garcia has presented evidence that the Texas Secretary of State recorded him as a member of Damac on April 1, 2025; that on the same day, at Ms. Filfil’s request, he signed for Damac, as buyer, the commercial contract amendment for the Granbury property; and that a December 15, 2025 certificate of amendment purporting to remove him was filed without his consent or authorization. Garcia has shown a probable right to relief as a member who acts for Damac in the Granbury transaction. This order preserves that status pending trial; final determination of membership is reserved for trial.

3. Irreparable injury — loss of the Granbury land. The central injury is the loss of the land itself. Damac holds a contractual right to acquire a specific tract of real property in Granbury, Hood County, Texas, under Providence Title Company GF No. 13100025. Real property is unique, and the potential loss of rights in real property is a probable, imminent, and irreparable injury. See *Yarto v. Gilliland*, 287 S.W.3d 83, 97 (Tex. App.—Corpus Christi 2009, no pet.); *Rus-Ann Dev., Inc. v. ECGC, Inc.*, 222 S.W.3d 921, 927 (Tex. App.—Tyler 2007, no pet.). The Granbury transaction is expected to close at the end of October 2026. If the Restrained Parties assign or terminate the contract, substitute a different buyer or signer, or close the land to a third party without Garcia’s consent or authorization, the land will pass permanently beyond the reach of this Court and cannot be recovered or replaced. Damages are not an adequate remedy because the relief Garcia seeks is the land and Damac’s right to it. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002).

4. Supporting injuries. The injury is compounded because (a) the use of Garcia’s name or signature without his consent or authorization cannot be undone by a later judgment; and (b) Garcia’s membership interest is his property, Tex. Bus. Orgs. Code § 101.106(a), and his exclusion from acting for Damac in the transaction would decide the central question of this case before trial.

5. Status quo. The last actual, peaceable, non-contested status that preceded this controversy, *Butnaru*, 84 S.W.3d at 204, is the status on April 1, 2025: Garcia recorded as a member of Damac and signing for Damac as buyer of the Granbury property. This order preserves that status until trial.

II. Temporary Injunction

It is therefore ORDERED, until final judgment or further order of this Court:

1. Persons restrained. This order restrains Sophia Filfil, individually and as Trustee of The Beneficial Trust; Plaintiffs 622 Sofi Lakes, LP; GO-M Realty LLC; and Damac Investments, LLC, as acting through Ms. Filfil or any person claiming authority through the December 15, 2025 certificate of amendment; Providence Title Company, as escrow agent; and their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with any of them who receive actual notice of this order by personal service or otherwise (the “Restrained Parties”). Jonathan Garcia is not restrained by this order.

2. Restraints. Without Jonathan Garcia’s written consent or further order of this Court, the Restrained Parties shall not:

(a) close, or cause the closing of, any sale or conveyance of the Granbury property to any person other than Damac, except a conveyance by Damac that is executed by Jonathan Garcia, or move the transaction to any other title company or escrow agent;

- (b) assign, amend, terminate, cancel, or otherwise transfer Damac's rights under the Granbury purchase contract or GF No. 13100025;
- (c) substitute any buyer, assignee, or signer for Damac under that contract or escrow, or remove or exclude Garcia as a person acting for Damac in the transaction;
- (d) act, or hold themselves out, as Damac's managing member or authorized signer in the Granbury transaction to the exclusion of Garcia, or rely on the December 15, 2025 certificate of amendment to do so; or
- (e) sign, execute, or deliver any document in Garcia's name, or use his signature, without his consent or authorization.

3. Escrow agent. Providence Title Company shall not accept or act on any instruction from a Restrained Party to do any act in paragraph 2, and shall give Garcia notice of any such instruction it receives.

4. Notice. Any Restrained Party who learns of a scheduled closing of, or any proposed change to, the Granbury purchase contract or escrow shall give written notice of it to Garcia at least five (5) days in advance.

III. Bond, Trial Setting, and Persons Bound

1. Bond. This temporary injunction is effective upon Jonathan Garcia's filing with the Clerk of a bond, or cash deposit in lieu of bond, in the amount of ONE HUNDRED DOLLARS (\$100.00). Tex. R. Civ. P. 684. The Court finds a nominal bond sufficient because the relief is non-monetary, does not freeze or redirect any funds, and preserves the transaction without terminating it.

2. Trial setting. This cause is set for JURY TRIAL on the merits on _____, 20____, at ____:____ __.m., in the 515th District Court of Harris County, Texas. Tex. R. Civ. P. 683.

3. Persons bound. This order binds the parties restrained, their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise, including Providence Title Company. Tex. R. Civ. P. 683.

4. Writ. The Clerk shall issue a writ of injunction in conformity with this order upon the filing of the bond.

SIGNED on _____, 2026, at ____:____ __.m.

JUDGE PRESIDING