

CAUSE NO. 2026-70357

622 SOFI LAKES, LP,	§	IN THE DISTRICT COURT OF
GO-M REALTY LLC, and	§	
DAMAC INVESTMENTS LLC,	§	
Plaintiffs,	§	
	§	HARRIS COUNTY, TEXAS
v.	§	
	§	
JONATHAN GARCIA,	§	
Defendant.	§	515TH JUDICIAL DISTRICT

**DEFENDANT JONATHAN GARCIA’S MOTION TO DISSOLVE OR, IN THE
ALTERNATIVE, TO MODIFY AND CLARIFY THE TEMPORARY RESTRAINING
ORDER SIGNED SEPTEMBER 24, 2026**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Jonathan Garcia (“Garcia”), appearing pro se, moves under Texas Rule of Civil Procedure 680 to dissolve the Temporary Restraining Order signed September 24, 2026 (the “TRO,” Exhibit A), or in the alternative to modify and clarify it, and asks that this motion be heard at the earliest available time. In support, Garcia shows:

I. THE TRO WAS ENTERED WITHOUT NOTICE

1. The TRO was granted on Plaintiffs’ ex parte application. Garcia received no notice of the application or of any hearing. Under Rule 680, on two days’ notice to the party who obtained a temporary restraining order without notice, the adverse party may appear and move its dissolution or modification, and the Court shall proceed to hear and determine the motion as expeditiously as the ends of justice require. Tex. R. Civ. P. 680.

II. GROUNDS TO DISSOLVE

A. The TRO does not state why any injury is irreparable.

2. Every restraining order must set forth the reasons for its issuance, and an order granted without notice must define the injury and state why it is irreparable and why the order was granted without notice. Tex. R. Civ. P. 680, 683. The TRO states none of these things. It recites only that the Court considered the Application and “the evidence properly before the Court” and

grants it. (Exh. A.) The requirements of Rule 683 are mandatory, and an order that fails to meet them is subject to being declared void. *InterFirst Bank San Felipe, N.A. v. Paz Oil Co.*, 715 S.W.2d 640, 641 (Tex. 1986); *Qwest Commc'ns Corp. v. AT&T Corp.*, 24 S.W.3d 334, 337 (Tex. 2000) (per curiam).

B. The Application is not supported by any affidavit or verified pleading.

3. A temporary restraining order may issue without notice only if “it clearly appears from specific facts shown by affidavit or by the verified complaint” that immediate and irreparable injury will result. Tex. R. Civ. P. 680. Plaintiffs’ Original Petition is not verified, and no affidavit was filed with it. Plaintiffs withheld their Exhibits A and B entirely. (Petition at 1.) There were no sworn facts before the Court.

C. The TRO purports to grant a temporary injunction without notice or hearing.

4. The TRO states that the Court “GRANTS Plaintiffs’ Application for Temporary Restraining Order and temporary injunction against Defendant Jonathan Garcia.” (Exh. A.) No temporary injunction may issue without notice to the adverse party. Tex. R. Civ. P. 681. To the extent the order purports to grant a temporary injunction, it is void.

D. The TRO is too vague to be obeyed.

5. An injunction must be specific in terms and describe in reasonable detail the acts restrained. Tex. R. Civ. P. 683. Paragraphs (i) and (ii) restrain Garcia from contacting any “vendors” or “investors” of, and from “accessing” any website, domain, social-media, or email account of, Plaintiffs’ unnamed “affiliated companies.” (Exh. A.) The TRO does not identify those companies, websites, domains, or accounts. Garcia cannot know what conduct is forbidden.

E. Paragraph (iv) restrains Garcia from asserting the very position this Court must decide, and conflicts with an order of another court.

6. Paragraph (iv) forbids Garcia from representing to any third party that he is a member of Damac Investments, LLC. Plaintiffs themselves ask this Court to decide that question (Petition ¶¶ 47–48), and Garcia is a member of record under the Texas Secretary of State’s April 1, 2025 filing. (Answer Exh. 1.) On October 2, 2026, the 344th District Court of Chambers County abated Garcia’s suit concerning Damac (Cause No. 26DCV0903) so that this Court may

decide who Damac’s members are. Until this Court decides that question, paragraph (iv) should not be used to prevent Garcia from stating his position or protecting his interest.

F. Plaintiffs have an adequate remedy at law.

7. Plaintiffs plead damages of “no less than \$1,000,000.00” and seek lost profits and exemplary damages. (Petition ¶¶ 34, 36.) Injury that can be measured in money is not irreparable.

G. The bond.

8. A restraining order is not effective until the applicant files the bond the Court sets. Tex. R. Civ. P. 684. The record reflects a clerk’s certificate of bond filed by Plaintiffs on or about September 30, 2026, six days after the TRO was signed. The TRO could not take effect before the bond was filed, and Garcia asks that Plaintiffs be required to show when it was.

III. IN THE ALTERNATIVE, MODIFY AND CLARIFY THE TRO

9. If the Court does not dissolve the TRO, Garcia asks the Court to modify and clarify it as follows:

(a) *Garcia’s own registrations.* Clarify that paragraph (ii) does not apply to domain names, hosting, or accounts registered to and held in Garcia’s own name, including damacinvestments.org, which Garcia purchased in his own GoDaddy account on March 30, 2025 and of which he is the registrant (Answer Exhs. 14–16), and permit Garcia to maintain those registrations, without altering their content, so that they do not lapse.

(b) *Identify the “affiliated companies.”* Limit paragraphs (i) and (ii) to companies, websites, domains, and accounts specifically identified in the order.

(c) *Litigation carve-out.* Clarify that nothing in the TRO restrains Garcia from communicating with any court; with counsel; with process servers or officers serving process; with witnesses for the purpose of this or the Chambers County action; or with Providence Title Company concerning the Granbury escrow and the claims pending in this Court.

(d) *Paragraph (iv)*. Strike paragraph (iv), or limit it to executing instruments in Damac's name, so that Garcia is not restrained from stating his position in any court or to his own counsel.

IV. PRAYER

Garcia respectfully asks the Court to set this motion for hearing at the earliest available time; to dissolve the Temporary Restraining Order signed September 24, 2026; in the alternative, to modify and clarify it as set out in Part III; to deny Plaintiffs' application for temporary injunction; and to grant Garcia all other relief to which he is entitled.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

[REDACTED]

[REDACTED]

Tel. [REDACTED]

Jon.garcia.a@gmail.com

DEFENDANT

CERTIFICATE OF CONFERENCE

I certify that on October 5, 2026, I emailed Connor J. Smith, counsel for Plaintiffs, at csmith@dorelaw.com, asking whether Plaintiffs oppose the relief requested in this motion. Counsel did not agree to the relief before this motion was filed.

/s/ Jonathan Garcia

Jonathan Garcia

UNSWORN DECLARATION

My name is Jonathan Garcia, my [REDACTED]
[REDACTED]

no notice of Plaintiffs' application for a temporary restraining order or of any hearing on it before the TRO was signed. Exhibit A is a true and correct copy of the Temporary Restraining Order signed in this action on September 24, 2026. I declare under penalty of perjury that the foregoing is true and correct. Tex. Civ. Prac. & Rem. Code § 132.001.

Executed in Orange County, State of Florida, on the 5th day of October, 2026.

/s/ Jonathan Garcia
Jonathan Garcia, Declarant

NOTICE OF HEARING

Defendant requests that this motion be heard at the earliest time the Court may set, and no later than the hearing on Plaintiffs' application for temporary injunction.

CERTIFICATE OF SERVICE

I certify that on the 5th day of October, 2026, a true and correct copy of this motion was served on all counsel of record through the electronic filing manager under Texas Rule of Civil Procedure 21a, including Connor J. Smith, Doré Rothberg Law, P.C., [REDACTED], Suite 700, [REDACTED], csmith@dorelaw.com.

/s/ Jonathan Garcia
Jonathan Garcia

INDEX OF EXHIBITS

Exhibit A — Order Granting Plaintiffs' Application for Temporary Restraining Order,
Cause No. 2026-70357, signed September 24, 2026

EXHIBIT A

Order Granting Plaintiffs' Application for Temporary Restraining Order
Cause No. 2026-70357, 515th District Court, Harris County — signed September 24, 2026

Case No. 2026-70357

622 SOFI LAKES, LP,
GO-M REALTY LLC, and
DAMAC INVESTMENTS LLC,
Plaintiffs,

v.

JONATHAN GARCIA,
Defendant.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

515TH JUDICIAL DISTRICT

**ORDER GRANTING PLAINTIFFS' APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND TEMPORARY INJUNCTION**

On this day, the Court considered Plaintiffs 622 SOFI Lakes, LP, GO-M Realty LLC, and Damac Investments LLC (collectively "Plaintiffs") ex parte Application for Temporary Restraining Order (the "Application"). The Court, having considered the Application and the evidence properly before the Court, GRANTS the Application.

The Court hereby GRANTS Plaintiffs' Application for Temporary Restraining Order after hearing and issues this TRO enjoining Defendant and Defendant's officers, agents, servants, and employees from the date of the TRO and for 14 days thereafter from directly or indirectly engaging in any of the activities listed in paragraph 51 of the Application, specifically:

- (i) Contacting, directly or indirectly, any of Plaintiffs' clients, lot purchasers, investors, vendors, brokers, brokerage personnel, or homebuilder partners regarding Plaintiffs, the Project, or Plaintiffs' affiliated companies;
- (ii) Accessing, modifying, adding to, deleting from, disabling, transferring, or redirecting any website, domain name, hosting account, social media account, or email account of Plaintiffs or their affiliated companies, including sofilakes.com and go-mrealty.com;
- (iii) Using or disclosing Plaintiffs' trade secrets or confidential information, including their client, purchaser, broker, and builder lists, pricing and inventory data, and account credentials;
- (iv) Executing, transmitting, filing in the property records, or relying upon any instrument, consent, direction, or communication purporting to be made by, on

behalf of, or with the authority of Plaintiffs, and representing to any third party that he is a member, manager, officer, or authorized signatory of Plaintiffs;

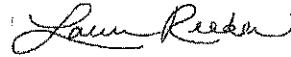
- ~~(v) Transfer to Plaintiffs, free of charge, all Project Results and Digital Assets, together with all domain registrar authorization codes, hosting access, and administrative login credentials,~~
- ~~(vi) Sequester and deliver all physical and electronic trade secret and Confidential Information materials belonging to Plaintiffs,~~
- ~~(vii) Return all marketing materials, artwork, renderings, files, and equipment purchased on Plaintiffs' behalf and with Plaintiffs' funds; and~~
- ~~(viii) Return any unused funds provided to Garcia by Plaintiffs.~~

The Court GRANTS Plaintiffs' Application for Temporary Restraining Order and temporary injunction against Defendant Jonathan Garcia. The Court sets the amount of security to be given by the applicant as \$1000, in accordance with TEX. R. CIV. P. 684

A hearing on the Temporary Injunction will be held in the 515th District Court on October 2, 2026 1:00PM

SIGNED this 24th day of September, 2026.

Signed:
9/24/2026
12:53 PM



PRESIDING JUDGE

Approved as to Form, and Entry Requested:

By: /s/ Connor J. Smith

Connor J. Smith
State Bar No: 24109206
csmith@dorelaw.com



**ATTORNEY FOR 622 SOFI LAKES, LP, GO-
M REALTY LLC, AND DAMAC
INVESTMENTS LLC**