

CAUSE NO. 26DCV0903

JONATHAN GARCIA, individually,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	
	§	CHAMBERS COUNTY, TEXAS
SOPHIA FILFIL; PROVIDENCE	§	
TITLE COMPANY; and DAMAC	§	
INVESTMENTS, LLC,	§	
Nominal Defendant,	§	
Defendants.	§	344TH JUDICIAL DISTRICT

**PLAINTIFF JONATHAN GARCIA’S EMERGENCY MOTION TO RECONSIDER AND
VACATE THE ORDER OF OCTOBER 1, 2026 GRANTING DEFENDANT SOPHIA
FILFIL’S MOTION TO TRANSFER VENUE AND PLEA IN ABATEMENT, AND TO
STAY TRANSMITTAL OF THE RECORD**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Jonathan Garcia (“Garcia”), appearing pro se, respectfully asks the Court to reconsider and vacate its Order signed October 1, 2026 (the “Order,” Exhibit 1), to stay transmittal of the record to Harris County until this motion is decided, and to set Defendant Sophia Filfil’s Motion to Transfer Venue and Plea in Abatement for hearing with the notice the Rules require. In support, Garcia shows:

I. WHAT HAPPENED

1. Ms. Filfil filed her Motion to Transfer Venue and, Subject Thereto, Plea in Abatement (the “Motion”) on September 29, 2026.

2. Garcia filed his Response in Opposition, with a proposed order, on September 30, 2026; the District Clerk accepted it at 8:58 a.m. on October 1, 2026. (Exhibit 2.)

3. The Order was signed and filed at 11:24 a.m. on October 1, 2026 — two days after the Motion was filed. No hearing was noticed or held. The Order states that the Court considered “the Motion and evidence properly before the Court”; it does not refer to Garcia’s Response. (Exhibit 1.)

4. The Order is the proposed order Ms. Filfil’s counsel submitted, signed without change. It orders the case transferred to Harris County; “[a]lternatively” orders the case abated pending Cause No. 2026-70357; vacates “upon abatement” the Temporary Restraining Order signed September 25, 2026; and permits Ms. Filfil, “notwithstanding anything to the contrary contained in the Temporary Restraining Order dated September 23, 2026,” to sign documents to prosecute or defend claims on behalf of Damac Investments, LLC. (Exhibit 1.) No temporary restraining order in this case is dated September 23, 2026. The Order does not mention Providence Title Company, the escrow agent the Temporary Restraining Order restrains, at all.

II. THE COURT MAY RECONSIDER THE ORDER

5. A trial court has plenary power to reconsider and set aside its interlocutory orders at any time before final judgment. *Fruehauf Corp. v. Carrillo*, 848 S.W.2d 83, 84 (Tex. 1993) (per curiam). An order transferring venue or abating a case is interlocutory and is not subject to interlocutory appeal. Tex. Civ. Prac. & Rem. Code § 15.064(a). Reconsideration by this Court is therefore the only prompt means of correcting it. Garcia asks the Court to act before the record is transmitted to Harris County under Texas Rule of Civil Procedure 89, and to direct the District Clerk to withhold transmittal until this motion is decided.

III. THE ORDER SHOULD BE VACATED

A. The Motion was granted without the notice and hearing Rule 87 requires.

6. “Except on leave of court each party is entitled to at least 45 days notice of a hearing on the motion to transfer,” and “[e]xcept on leave of court any response or opposing affidavits shall be filed at least 30 days prior to the hearing.” Tex. R. Civ. P. 87(1). The Motion was granted two days after it was filed, without any hearing or notice, and without any leave of court shortening those periods. Garcia was denied the time the Rules guarantee to respond with affidavits and evidence on the venue facts.

B. The Motion stated no venue ground, and venue is proper in Chambers County.

7. A motion to transfer venue must state that the county of suit is not a proper county. Tex. R. Civ. P. 86(3). The Motion did not; it argued only that a Harris County court had acquired dominant jurisdiction, which is a ground for abatement, not for transfer. Venue is proper in Chambers County because Ms. Filfil, the defendant against whom injunctive relief is principally

sought, resides here — at the address her own exhibit lists for her. Tex. Civ. Prac. & Rem. Code § 15.002(a)(2). Venue facts properly pleaded are taken as true unless specifically denied, Tex. R. Civ. P. 87(3)(a), and Ms. Filfil denied none. When the county of suit is a proper venue, the case may not be transferred. *Wilson v. Tex. Parks & Wildlife Dep’t*, 886 S.W.2d 259, 261 (Tex. 1994).

C. The Harris County plaintiffs disclaimed the transaction this case protects.

8. This case protects Damac’s Granbury purchase and its escrow at Providence Title Company. The Harris County plaintiffs expressly pleaded that their claims “do not arise out of and do not relate to the Payment Agreement ... or to Damac’s purchase contract for the property at [REDACTED], Granbury,” and that Damac “does not assert here, any claim arising out of or relating to that agreement or that transaction.” (Harris Pet. ¶¶ 9, 49, attached to Garcia’s Response as Exhibit 4.) Providence Title Company is not a party to the Harris case. The two suits are not inherently interrelated as to the Granbury transaction, and abatement cannot rest on a suit that disclaims it.

D. The Order is internally inconsistent and decides the merits without a hearing.

9. The Order grants both transfer and, “[a]lternatively,” abatement — relief that cannot coexist, since an abated case remains in this Court and a transferred case does not. Its vacatur of the Temporary Restraining Order is conditioned “upon abatement,” leaving it uncertain whether the order protecting the Granbury escrow remains in effect. And by permitting Ms. Filfil to sign for Damac “notwithstanding” the restraining order — and referring to an order of September 23, 2026 that does not exist — the Order resolves in her favor the disputed question at the center of this case, whether she has authority to act for Damac, without evidence or a hearing.

E. The Order does not address Providence Title Company, which is not a party in Harris County.

10. The Order says nothing about Defendant Providence Title Company. It does not transfer, abate, or release any claim against Providence, and it does not lift the restraint on Providence in the Temporary Restraining Order — the restraint that keeps the Granbury escrow from being closed, funded, assigned, or disbursed on Ms. Filfil’s instruction. Providence is not a party to Cause No. 2026-70357, and nothing in that case binds it. If the Order is read to leave Providence free to act on Ms. Filfil’s instructions, the Granbury escrow would be unprotected in

either court. At a minimum, the Court should clarify that the Temporary Restraining Order remains binding on Providence Title Company.

IV. RELIEF REQUESTED

Garcia respectfully asks the Court to:

- (a) direct the District Clerk to withhold transmittal of the record to Harris County until this motion is decided;
- (b) vacate the Order signed October 1, 2026;
- (c) set Ms. Filfil's Motion to Transfer Venue and Plea in Abatement for hearing with the notice required by Texas Rule of Civil Procedure 87(1), and permit Garcia to file affidavits and evidence on the venue facts;
- (d) declare that the Temporary Restraining Order signed September 25, 2026 remains in effect pending that hearing, or reinstate it on the same terms and bond; and
- (e) in the alternative, clarify whether the Order transfers or abates the case, and clarify that it does not authorize any person to close, fund, assign, or disburse any part of the Granbury transaction; and
- (f) in any event, clarify that the Order does not address or release Defendant Providence Title Company, and that the Temporary Restraining Order remains binding on Providence Title Company pending further order.

Garcia files this motion to preserve his objection to the Order for all purposes.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

[REDACTED]
[REDACTED]

Tel. [REDACTED]

Jon.garcia.a@gmail.com

PLAINTIFF

UNSWORN DECLARATION

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

Plaintiff in this case. The facts stated in paragraphs 1 through 4 of this motion are within my personal knowledge or are shown by the documents described, and are true and correct. I received no notice of any hearing on the Motion before the Order was signed. Exhibit 1 is a true and correct copy of the Order as emailed to me by the District Clerk on October 1, 2026. Exhibit 2 is a true and correct copy of the eFileTexas acceptance notice for my Response. 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 1st day of October, 2026.

/s/ Jonathan Garcia
Jonathan Garcia, Declarant

CERTIFICATE OF CONFERENCE

Because of the emergency — the risk that the record will be transmitted to Harris County before the Court can act — Plaintiff could not confer with counsel for Defendant Sophia Filfil before filing this motion. Plaintiff has served the motion on counsel and will advise the Court of counsel's position on request.

/s/ Jonathan Garcia
Jonathan Garcia

CERTIFICATE OF SERVICE

I certify that on October 1, 2026, a true and correct copy of this motion was served under Texas Rule of Civil Procedure 21a on Connor J. Smith, Doré Rothberg Law, P.C., csmith@dorelaw.com, counsel for Defendant Sophia Filfil, through the electronic filing manager and by email, and on Providence Title Company by email to its escrow officer, Noel D. Wasson, nwasson@protitltx.com.

/s/ Jonathan Garcia
Jonathan Garcia

INDEX OF EXHIBITS

Exhibit 1 — Order Granting Defendant Sophia Filfil's Motion to Transfer Venue and, Subject Thereto, Plea in Abatement, signed and filed October 1, 2026

Exhibit 2 — eFileTexas notice: Plaintiff's Response accepted October 1, 2026, 8:58 a.m.

EXHIBIT 1

Order Granting Defendant Sophia Filfil's Motion to Transfer Venue
and, Subject Thereto, Plea in Abatement
Signed and filed October 1, 2026, 11:24 a.m.

Cause No. 26DCV0903

**JONATHAN GARCIA, individually,
Plaintiff,**

v.

**SOPHIA FILFIL; PROVIDENCE TITLE
COMPANY; and DAMAC
INVESTMENTS,
LLC, Nominal Defendant,
Defendants.**

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IN THE DISTRICT COURT OF

CHAMBERS COUNTY, TEXAS

344th JUDICIAL DISTRICT

**ORDER GRANTING
DEFENDANT SOPHIA FILFIL’S MOTION TO
TRANSFER VENUE AND, SUBJECT THERETO, PLEA IN ABATEMENT**

On this day, the Court considered *Defendant Sophia Filfil files this Motion to Transfer Venue and, subject thereto and without waiving it, this Plea in Abatement* (the “Motion”). The Court, having considered the Motion and evidence properly before the Court, finds that the Motion should in all things be GRANTED.

Therefore, the Court GRANTS the Motion and hereby ORDERS that the captioned matter be transferred to the District Court of Harris County, Texas;

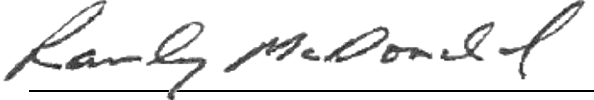
Alternatively, the court hereby ORDERS that the captioned matter be and is hereby abated pending final disposition of Cause No. 2026-70357 in the 515th Judicial District Court of Harris County;

The Court further ORDERS that, upon abatement, the temporary restraining order signed September 25, 2026, and any order extending, modifying, or replacing it, is vacated.

Subject to and without waiving the foregoing abatement, the Court ORDERS that, notwithstanding anything to the contrary contained in the Temporary Restraining Order dated September 23, 2026, Defendant Sophia Filfil shall be allowed to execute engagement letters,

affidavits, or other documents as may be necessary to prosecute or defend claims on behalf of
Damac Investments, LLC.

SIGNED this 1~~st~~ day of October 1, 2026, ~~2026~~.



PRESIDING JUDGE

Approved as to Form, and Entry Requested:

By: /s/ Connor J. Smith
Connor J. Smith
State Bar No: 24109206

Filed
10/01/2026 11:24:37 AM
Patti L. Henry
District Clerk
Chambers County, Texas
By:  Deputy


one
Facsimile

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

EXHIBIT 2

eFileTexas notice — Filing Accepted, Envelope No. 120617438

Reproduced from Jonathan Garcia's email account (jon.garcia.a@gmail.com). Text is verbatim; links and formatting are omitted. Highlighting added by Mr. Garcia.

From: no-reply@efilingmail.tylertech.cloud
Date: Oct 1, 2026
Subject: Filing Accepted for Case: 26DCV0903; Jonathan Garcia vs. Sophia Filfil, Providence Title Company and Damac Investments, LLC; Envelope Number: 120617438

The filing below was reviewed and has been accepted by the clerk's office.

Court: Chambers County - District Clerk

Case Number: 26DCV0903

Date/Time Submitted: 9/30/2026 10:24 PM CST

Date/Time Accepted: 10/1/2026 8:58 AM CST

Filing Description: Plaintiff Jonathan Garcia's Response in Opposition to Defendant Sophia Filfil's Motion to Transfer Venue and, Subject Thereto, Plea in Abatement with Proposed Order

Activity Requested: Answer/Response

Filed By: Jonathan Garcia

Lead Document: 53-Court-Garcia-v-Filfil-Response-Opposing-Motion-to-Transfer-Venue-and-Plea-in-Abatement-26DCV0903-V4-WITH-EXHIBITS.pdf (23 pages)