CAUSE NO. _____

HEADY BREWING COMPANY, LLC, d/b/a 8TH WONDER BREWERY,	§	**IN THE DISTRICT COURT**
***Plaintiff*,**	§	
v.	§	**OF HARRIS COUNTY, TEXAS**
MACEY FAMILY PROPERTIES, LTD.	§	
***Defendant*.**	§	**_____ JUDICIAL DISTRICT**

PLAINTIFF'S ORIGINAL PETITION
AND APPLICATION FOR INJUNCTIVE RELIEF

This case arises from the transparent greed of Defendant Macey Family Properties, Ltd. ("***Defendant***"), who has attempted to manufacture commercial lease defaults against a long-term tenant, Plaintiff Heady Brewing Company, LLC d/b/a 8th Wonder Brewery ("***8th Wonder***"), to profit from the upcoming 2026 FIFA World Cup activities in Houston. Seeing the opportunity to capitalize on this event and apparently dissatisfied with the hundreds of thousands of dollars in rent 8th Wonder has already paid and will continue to pay, Defendant now seeks to impermissibly evict 8th Wonder from its well-known business venue to pave the way for new schemes. But Defendant cannot decide which fictitious narrative to follow, simultaneously claiming the parties' lease is both terminated and in effect, while also claiming 8th Wonder simultaneously leased both the entirety of the disputed property and a mere subset of it. Such confusion is a common problem when fabricating lease defaults.

8th Wonder now files this Original Petition and Application for Injunctive Relief seeking damages, declaratory relief, and a temporary restraining order, temporary injunction, and permanent injunction against Defendant. In support, 8th Wonder respectfully shows as follows:

DISCOVERY LEVEL

1. 8th Wonder intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure and affirmatively pleads this suit is not governed by the expedited actions process in Rule 169 of the Texas Rule of Civil Procedure because 8th Wonder seeks declaratory and injunctive relief.

PARTIES

2. Plaintiff Heady Brewing Company, LLC d/b/a 8th Wonder Brewery is a Texas limited liability company doing business in Harris County, Texas.

3. Defendant Macey Family Properties, Ltd. is a Texas limited partnership doing business in Harris County, Texas. Defendant may be served with process through its registered agent, Louis Macey, at its registered office, 1717 St. James Place, Ste. 118 Houston, Texas 77056.

VENUE AND JURISDICTION

4. This Court has personal jurisdiction over all parties, each of whom is a Texas entity and has agreed to such jurisdiction. The relief sought is within the jurisdictional limits of this Court. Pursuant to Rule 47 of the Texas Rules of Civil Procedure, 8th Wonder currently seeks non-monetary relief and monetary relief over $1,000,000.

5. Venue is mandatory in Harris County, Texas pursuant to Section 15.011 of the Texas Civil Practice and Remedies Code. Alternatively, venue is proper in Harris County pursuant to Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to 8th Wonder's claims occurred in Harris County.

FACTUAL BACKGROUND

A. 8th Wonder enters into a long-term leasing arrangement with Defendant's predecessor-in-interest.

10. On or about May 27, 2015, All-Star Parking, Inc., as landlord, and 8th Wonder, as tenant, entered into entered into a Commercial Lease Agreement (the "***Lease***") for the premises described as 2200 Polk Street, Lots 1–5, 11 & 12 and 2210 Lamar Street, Lots 1–5, 11 & 12 in Houston, Harris County, Texas. Ex. 1, Lease § 1. More colloquially, the lots at 2200 Polk Street came to be well-known as the 8th Wonder Brewery and its outdoor event venue. The outdoor event venue ("***Premises***") is the subject of this lawsuit.

11. Under the Lease, the Premises were described as "unimproved land part of which is currently a gravel and dirt parking area." *Id.* 8th Wonder fenced in the Premises and has maintained the entire Premises for over a decade. Exhibit A to the Lease describes the Premises as "Block 464," a square-shaped lot comprised of 1.0905 acres—or approximately 47,500 square feet. *Id.* § 1, Ex. A. Exhibit B to the Lease confirms the Premises is comprised of "all of Block 464," which is further described with reference to real property records of Harris County, Texas. *Id.* § 1, Ex. B. Until recently (as discussed further below), no person ever disputed that the Premises includes approximately 47,500 square feet at 2200 Polk Street, or "all of Block 464," as described in the Lease.

12. Both 8th Wonder and the landlord knew the Premises would be used as an outdoor event venue, including a provision in the Lease that "[t]he Premises shall be used by [8th Wonder] exclusively for the operation of a parking lot and to hold outdoor events . . . and for all activities incidental thereto." *Id.* § 8. Consistent with this provision, 8th Wonder has used the Premises for parking and outdoor events for over a decade, becoming a fixture in the Houston community.

13. The Lease contained an initial one-year term and automatically renewed for

successive one-year periods unless 8th Wonder gave written notice of its election not to renew. *Id.* §§ 2, 3. In exchange, 8th Wonder agreed to pay $7,500 per month in rent for the initial term, followed by twice that amount for successive years. *Id.* § 4, Ex. C. 8th Wonder timely paid all rent and operated the Premises for approximately one year under these terms.

14. Among other things, upon timely payment of rent, the Lease entitles 8th Wonder to "peaceably and quietly have, hold and enjoy possession of the Premises during the term of this Lease and any extension or renewal . . . without interference or disturbance by Landlord, its employees or agents." *Id.* § 16. If 8th Wonder allegedly fails to comply with non-monetary obligations under the Lease, the landlord promised to provide 30-days' written notice and an opportunity to cure any such non-compliance before 8th Wonder could be considered in default under the Lease. *Id.* § 25(b).

15. On or about May 9, 2016, the landlord agreed to amend the Lease, expanding the initial term through April 2019. Ex. 2, 1st Lease Am. § 1. The landlord significantly increased the rent owed by 8th Wonder, but 8th Wonder continued to timely pay all such amounts. *Id.* §§ 2, 3. The Lease remained in full force and effect outside of the specifically amended terms. *Id.*

16. On or about May 1, 2019, the landlord agreed to further amend the Lease. Ex. 3, 2d Lease Am. at 1. This second amendment extended the leasing term for the Premises through April 30, 2021. *Id.* § 3. This second amendment also modified the rent due under the Lease, which 8th Wonder continued to timely pay each month. *Id.* § 4. The parties continued to consistently describe the Premises as "Block 464" and an "approximately 47,500 square foot" tract, including a map depicting the same 47,500 square foot parcel 8th Wonder had been using for several years without complaint. *Id.* § 2, Ex. A.

17. On or about April 7, 2021, the landlord and 8th Wonder entered into a "Lease term extension for the Block 464" that extended the term of the Lease for six years, through August 31, 2027. Ex. 4, Lease Extension. The lease extension contains an apparent scrivener's error describing the Premises as +/- 37,500 square feet (transposing a "3" where it should say "4") but refers to the 47,500 square feet described as "Block 464." *Id.* Indeed, the lease extension expressly clarifies the description of the Premises as "Block 464 only." *Id.* Again, 8th Wonder continued to operate the full 47,500 square foot Premises for over five years, timely paying all rent and complying with all Lease terms.

18. Notably, when Defendant took ownership of Block 464, its deed described that property as "47,531 square feet, more or less." Ex. 8, Special Warranty Deed at 9. Defendant has thus always known that Block 464 comprises approximately 47,500 square feet.

B. Defendant begins manufacturing Lease defaults and multiple purported Lease terminations ahead of the 2026 FIFA World Cup.

19. On information and belief, Defendant took ownership of the underlying property (and the Lease as landlord) in June 2022. On January 14, 2026, nearly four years later, Defendant sent 8th Wonder formal notice of purported defaults under the Lease. Ex. 5, Not. of Default. This was the first time in over 10 years that 8th Wonder had ever received a notice letter accusing it of failing to comply with the Lease.

20. Defendant's letter was factually incorrect and internally inconsistent. For example, the letter asserted that a "transfer of control or operation may have occurred," resulting in a default under the Lease. *Id.* at 1. Defendant did not elaborate, but the only other entity identified in the letter is expressly permitted to receive assignment of the Lease by its very terms. *Id.*; Ex. 1, Lease § 20.[1] Defendant further asserted that 8th Wonder had not complied with the insurance

[1] To be clear, the Lease was not assigned to anyone and the allegations in Defendant's letter had no basis in fact.

requirements of the Lease and claimed 8th Wonder owed $3,300 in late fees that were wholly unsupported by the Lease. Ex. 5, Not. of Default at 1–2.

21. Importantly, Defendant purported to deprive 8th Wonder of its contractual rights to notice and cure under the Lease. The Lease expressly requires Defendant to provide written notice of such issues before they become defaults, but Defendant nonetheless asserted each issue "constitutes a separate default under the Lease." *Id.* at 2; Ex. 1, Lease §§ 25(a), (b) (requiring notice and opportunity to cure). Defendant nonetheless purported to have the right to terminate the Lease and stated it would do so effective February 16, 2026. Ex. 5, Not. of Default at 2. Despite the clear notice requirements of the Lease, Defendant demanded 8th Wonder cure the alleged "defaults" within just two days. *Id.* Defendant claimed it was "open to and supportive of [8th Wonder] continuing its operations at the Premises," but Defendant's actions told a different story. *Id.*

22. Despite having no obligation under the Lease to comply with Defendant's arbitrary deadline, 8th Wonder responded on January 16, 2026. Ex. 6, Resp. to Default Letter. In its response, 8th Wonder clearly answered each of Defendant's questions and corrected Defendant's many misconceptions. *E.g.*, *id.* at 2 ("There has been no assignment, sublease, transfer, or change of control of the Lease or the Premises. The same ownership group has continuously operated the Premises since inception."; "Landlord has no contractual or legal basis to require Tenant to provide the various requested items in the Notice on or before January 16, 2026."). 8th Wonder insisted that Defendant follow the notice-and-cure provisions in the Lease and confirmed that if Defendant actually "identifies a confirmed default attributable to Tenant, Tenant will cure such default within the applicable cure period provided in Section 25(b) of the Lease." *Id.* at 3.

23. On March 4, 2026, Defendant sent another letter titled "Notice of Termination of

Lease." Ex. 7, Not. of Termination. Despite previously claiming the Lease was terminated on February 16, this letter purported to terminate the Lease on March 4. *Id.* While Defendant admitted that some of its prior allegations were incorrect, it continued to assert baseless defaults. For example, Defendant finally disclosed its "transfer of control" allegation, asserting 8th Wonder made an "unauthorized sale/assignment to Bayou City Hemp Co." *Id.* No such assignment or sale ever occurred. Defendant also continued to assert a right to $3,300 in late fees that had no basis in the Lease. *Id.* Notably, that amount would be approximately one quarter of one percent of more than $1.3 million that 8th Wonder has paid in rent for the Premises under the Lease.[2]

24. On April 14, 2026, Defendant changed its story once again. This time, Defendant sent a letter purporting to "terminate[] Tenant's and all occupants' right to possession of the Leased Premises . . . **without terminating the Lease**." Ex. 9, 2d. Not. of Termination at 3. Stated differently, Defendant now claimed it had not actually terminated the Lease on February 16 or March 4 and that the Lease remained in effect. This was not the only inherent contradiction Defendant raised.

25. In the April 14 letter, Defendant claimed that 8th Wonder was occupying "approximately 10,000 square feet" of unleased property not included in the Premises (the "***Non-Leased Area***"). *Id.* at 2. Defendant did not identify this Non-Leased Area and 8th Wonder cannot cure a default Defendant refuses to describe. Defendant nonetheless purported to "terminate[] Tenant's and all occupants' right to possession of the . . . Non-Leased Area without terminating the Lease" and threatened to "evict" 8th Wonder from "the Non-Leased Area." *Id.* at 3. But a landlord can only terminate the right of possession or evict a tenant with respect to leased property.

26. Defendant's multiple purported terminations of the Lease, and its new position that

[2] Faced with Defendant's unauthorized escalations, 8th Wonder has paid the alleged late fees under protest, but Defendant has continued with eviction proceedings despite accepting that payment.

the Lease remains in effect without 8th Wonder's right to possession, have no basis in fact or law. Defendant has continued to accept 8th Wonder's timely rental payments throughout 2026, ratifying and waiving any alleged technical deficiencies, and Defendant failed to comply with the notice and termination requirements under the Lease at every turn. This extreme conduct begs the question of motivation—the answer is obvious.

C. Defendant's manufactured Lease defaults are a shallow pretext for attempting to steal 8th Wonder's possessory rights and profits ahead of the 2026 FIFA World Cup.

27. The 2026 FIFA World Cup is scheduled to commence on June 11, 2026, with matches held at NRG Stadium in Houston, Texas through at least July 4. The Premises are situated adjacent to the designated FIFA "Fan Zone" near downtown Houston, making the location uniquely valuable during the tournament. 8th Wonder's well-known outdoor event space directly complements the FIFA tournament and celebratory activities expected to occur throughout the summer. In short, on information and belief, Defendant desperately wants to seize the Premises as soon as possible simply to turn a quick profit—complying with the Lease means little to Defendant.

28. The scale of this opportunity for 8th Wonder is unprecedented. The City of Houston estimates this "once-in-a-generation" event will draw as many as 500,000 people to visit Houston in connection with the tournament, resulting in an economic impact of $1.5 **billion** to Houston's economy.[3] The Premises is specifically valuable as "[t]he $1.5 billion economic impact . . . will be amplified by the transformation of East Downtown (EaDo) into a permanent entertainment hub through a $50 million Fan Festival district."[4] If 8th Wonder is dispossessed of the Premises before

[3] https://www.houstonpublicmedia.org/articles/news/sports/2026/01/14/540636/world-cup-houston-host-committee-economic-impact/; https://www.fox26houston.com/news/houston-businesses-gear-up-1-5b-economic-score-ahead-fifa-world-cup-2026.

[4] https://partnersrealestate.com/research/market-edge-by-partners-fifa-world-cup-2026/.

or during the World Cup, it will suffer catastrophic and irreparable revenue and reputational losses that cannot be adequately compensated by monetary damages alone.

29. On information and belief, Defendant's sudden and fabricated effort to terminate the Lease and recapture the Premises is not motivated by any genuine default, but rather by Defendant's greed and desire to capitalize on the extraordinary economic opportunity presented by the FIFA World Cup. Fortunately, Texas law does not permit such actions.

CAUSES OF ACTION

A. Breach of Contract

30. The Lease, as amended and extended, is a valid, enforceable contract between 8th Wonder and Defendant as successor-in-interest.

31. 8th Wonder has performed or tendered performance of all its obligations under the Lease. To the extent Defendant asserts certain obligations were not performed, Defendant has interfered with 8th Wonder's performance. Defendant' interference with 8th Wonder's performance constitutes a material breach of contract excusing 8th Wonder's alleged non-performance of those obligations.

32. As described herein, Defendant has materially breached the Lease by, among other things, (1) repudiating the Lease under pretextual reasons to conceal its efforts to wrongfully capitalize on the economic impact of the 2026 FIFA World Cup, (2) failing to comply with all notice provisions of the Lease, (3) wrongfully purporting to terminate the Lease multiple times and wrongfully purporting to terminate 8th Wonder's right of possession of the Premises, and (4) breaching the covenant of quiet enjoyment in Section 16 of the Lease.

33. Additionally, Defendant has repudiated the Lease, without excuse or justification, through the conduct described herein.

34. Defendant's material breaches and repudiation of the Lease have resulted in substantial harm to 8th Wonder and threaten even greater harm. 8th Wonder seeks to enforce the Lease and recover damages caused by Defendant's conduct, in an amount to be proven at trial.

B. Declaratory Relief

35. Pursuant to the Uniform Declaratory Judgment Act, Chapter 37 of the Texas Civil Practice & Remedies Code, the Court "has power to declare rights, status, and other legal relations" between the parties. TEX. CIV. PRAC. & REM. CODE § 37.003(a). Courts may construe a contract either before or after there has been a breach. *Id.* § 37.004(b). A person interested in a written contract or whose rights, status, or legal relations are otherwise affected by a contract may "obtain a declaration of rights, status, or other legal relations thereunder." *Id.* § 37.004(a). 8th Wonder is an interested party under the Lease.

36. 8th Wonder respectfully requests this Court declare that:

a. The Lease remains in effect and was not terminated;

b. 8th Wonder's right of possession of the Premises remains in effect and was not terminated;

c. 8th Wonder has not materially breached the Lease;

d. No default has occurred under the Lease;

e. Defendant does not have the right or ability to terminate the Lease or 8th Wonder's right of possession of the Premises, and has not effectively done so;

f. The entirety of Block 464, approximately 47,500 square feet, lies within the Premises; and

g. 8th Wonder is entitled to use and possession of the entirety of Block 464, approximately 47,500 square feet, and such use does not constitute a trespass or other unauthorized use.

37. Alternatively, as described more fully below, 8th Wonder requests this Court declare that 8th Wonder has adversely possessed and owns title to the Non-Leased Area.

38. For the reasons stated herein, the declarations requested by 8th Wonder will resolve a real, justiciable controversy between the parties and remove uncertainty as to their rights, status, and legal relations.

C. Trespass to Try Title

39. 8th Wonder asserts that the entirety of Block 464, approximately 47,500 square feet, lies within the Premises as described herein. Strictly in the alternative, based on Defendant's allegations that an unidentified tract of 10,000 square feet within Block 464 constitutes unleased land (i.e., the Non-Leased Area), 8th Wonder has perfected title to the Non-Leased Area through adverse possession.

40. Defendant has refused to explain where the Non-Leased Area sits, preventing 8th Wonder from fully understanding Defendant's position. Nonetheless, 8th Wonder's consecutive use, cultivation, and enjoyment of the entire Premises, which necessarily encompasses the unidentified Non-Leased Area, for more than 10 years quiets title to the Non-Leased Area if the Lease does not include that property. Specifically, 8th Wonder either acquired color of title from Defendant or peaceably and adversely possessed the Non-Leased Area for more than ten consecutive years. TEX. CIV. PRAC. AND REM. CODE §§ 16.024, .025, .026.

41. 8th Wonder brings this claim under Section 22.001 of the Texas Property Code and is entitled to possession and title of the Non-Leased Area.

APPLICATION FOR TEMPORARY RESTRAINING ORDER

42. Chapter 65 of the Texas Civil Practice and Remedies Code authorizes the granting of writs of injunction. TEX. CIV. PRAC. & REM. CODE § 65.011. Specifically, injunctive relief is available, among other situations, as enumerated in Section 65.001, when:

> (1) the applicant is entitled to the relief demanded and all or part of the relief requires the restraint of some act prejudicial to the applicant;

> (2) a party performs or is about to perform or is procuring or allowing the performance of an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual;
>
> (3) the applicant is entitled to a writ of injunction under the principles of equity and the statutes of this state relating to injunctions;
>
> . . .
>
> (5) irreparable injury to real or personal property is threatened, irrespective of any remedy at law.

Id. Each of these statutory grounds supports injunctive relief in this case.

43. The purpose of temporary injunctive relief is to preserve the status quo of the litigation's subject matter pending a trial on the merits. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). 8th Wonder is not required to prove it will eventually prevail at trial, only that it is "entitled to preservation of the status quo pending trial on the merits." *Walling v. Metcalfe*, 863 S.W.2d 56, 58 (Tex.1993). The "status quo" is defined as the last, actual, peaceable, non-contested status which preceded the pending controversy," which in this case means 8th Wonder operating the Premises without interference by Defendant. *In re Newton*, 146 S.W.3d 648, 651 (Tex. 2004). 8th Wonder must only "plead and prove three specific elements: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable imminent, and irreparable injury in the interim." *Abbott v. Anti-Defamation League Austin, Sw., & Texoma Regions*, 610 S.W.3d 911, 916 (Tex. 2020).

44. 8th Wonder requests that Defendant, and those in active concert and participation with Defendant, be enjoined from the following without further Court order:

a. Seeking to evict 8th Wonder from the Premises; and

b. Interfering with 8th Wonder's operation of the Premises.

A. 8th Wonder pleads valid causes of action against Defendant and has a probable right to the relief requested.

45. 8th Wonder indisputably pleads valid causes of action against Defendant. As set forth above, 8th Wonder has complied with all Lease obligations while Defendant has interfered with and materially breached the same. Such interference constitutes a breach of contract. *See, e.g.*, *Dorsett v. Cross*, 106 S.W.3d 213, 217–18 (Tex. App.—Houston [1st Dist.] 2003, pet. denied) ("When a contract has been substantially performed and an attempt to complete performance is refused, the refusal excuses any further attempt to perform by the party offering performance and entitles that party to recover under the contract."); *Sage St. Assocs. v. Northdale Constr. Co.*, 809 S.W.2d 775, 777 (Tex. App.—Houston [14th Dist.] 1991) (where party interferes with performance of contract, other party "is entitled to recover an amount which would place him in a position equivalent to that which he would have occupied if there had been no breach and the contract had been performed fully"). Defendant's material breaches and interference support 8th Wonder's right to relief.

46. Further, the stated purpose of the Declaratory Judgments Act is "to settle and to afford relief from uncertainty and insecurity with respect to rights, status, and other legal relations," specifically including written contracts like the Lease. TEX. CIV. PRAC. & REM. CODE §§ 37.002(b), 37.004(a). The Act expressly permits interested parties like 8th Wonder to seek declaratory relief without waiting for or pleading a breach of any particular contract. *Id.* § 37.004(b). Texas law is equally clear that a lawsuit is properly maintained solely on a request for declaratory judgment, and that Texas courts may issue injunctive relief in support of a declaratory judgment. *See, e.g.*, *Id.* § 37.011 ("Further relief based on a declaratory judgment or decree may be granted whenever necessary or proper."); *Shah v. Maple Energy Holdings, LLC*, No. 08-22-00198-CV, 2023 WL 4879905, at *7 (Tex. App.—El Paso July 31, 2023),

supplemented, 676 S.W.3d 820 (Tex. App.—El Paso 2023, pet. denied) (injunctive relief available); *Sustainable Tex. Oyster Res. Mgmt., L.L.C. v. Hannah Reef, Inc.*, 623 S.W.3d 851, 864 (Tex. App.—Houston [1st Dist.] 2020, pet. denied) (declaratory judgment claims can stand alone); *Tex. Dep't of Pub. Safety v. Moore*, 985 S.W.2d 149, 153, 156 (Tex. App.—Austin 1998, no pet.) (stating both principles).

47. Injunctive relief to maintain the status quo during a suit to adjudicate title has been a "well established procedure" for decades. *Popplewell v. City of Mission*, 288 S.W.2d 200, 201 (Tex. App.—San Antonio 1956), *aff'd*, 294 S.W.2d 712 (Tex. 1956); *see also, e.g.*, *Abraham v. Acton*, 697 S.W.3d 201, 213 (Tex. App.—El Paso 2023, no pet.) (seeking injunctive relief with trespass to try title claim); *Patten v. Quirl*, 447 S.W.2d 470, 472 (Tex. App.—Dallas 1969, writ ref'd n.r.e.) (recognizing "it is perfectly proper for injunctive relief, either mandatory or prohibitory in nature, to be utilized ancillary to a title action so as to maintain the status quo pending final determination of the title issue").

48. Establishing a probable right to relief on these claims does not require 8th Wonder to establish that it will prevail at trial. *Walling*, 863 S.W.2d at 58. Rather, "[a] probable right of success on the merits is shown by alleging a cause of action and presenting evidence that tends to sustain it." *Tel. Equip. Network, Inc. v. TA/Westchase Place, Ltd.*, 80 S.W.3d 601, 607 (Tex. App.—Houston [1st Dist.] 2002, no pet.). The evidence in this case does more than "tend to sustain" 8th Wonder's claims—it proves 8th Wonder's right to relief.

49. Accordingly, the evidence establishes valid causes of action against Defendant and 8th Wonder's probable right to relief.

B. 8th Wonder will suffer immediate, irreparable harm in the absence of injunctive relief.

50. As a threshold matter, 8th Wonder does not need to show it lacks any adequate remedy at law. TEX. CIV. PRAC. & REM. CODE § 65.011(5) (authorizing injunctive relief when "irreparable injury to real or personal property is threatened, irrespective of any remedy at law"). Nonetheless, 8th Wonder has no such adequate remedy.

51. An injury is irreparable when the injured party cannot be adequately compensated in damages. *Butnaru*, 84 S.W.3d at 204. It is well established under Texas law that each and every piece of real estate is unique. *Greater Houston Bank v. Conte*, 641 S.W.2d 407, 410 (Tex. App.—Houston [14th Dist.] 1982, no writ). Depriving 8th Wonder of its interest in the Premises, through the Lease or dispossession of title, has no adequate remedy at law. *See, e.g.*, *Cheniere Energy, Inc. v. Parallax Enterprises LLC*, 585 S.W.3d 70, 76–77 (Tex. App.—Houston [14th Dist.] 2019, pet. dism'd) ("Money damages are generally adequate to compensate an injured party unless the loss at issue is considered 'legally unique or irreplaceable.' Thus, trial courts grant injunctive relief in foreclosure actions involving real property because real estate is generally considered unique."); *Williard Capital Corp. v. Johnson*, No. 14-16-00636-CV, 2017 WL 3567914, at *3 (Tex. App.—Houston [14th Dist.] Aug. 17, 2017, no pet.) ("[W]e have recognized the potential loss of rights in real property is a probable, imminent, and irreparable injury which qualifies a party for a temporary injunction."); *Rus-Ann Dev., Inc. v. ECGC, Inc.*, 222 S.W.3d 921, 927 (Tex. App.—Tyler 2007, no pet.) ("In Texas, the potential loss of rights in real property is a probable, imminent, and irreparable injury that qualifies a party for a temporary injunction."). 8th Wonder thus has no adequate remedy at law to compensate for Defendant's wrongful taking of the Premises if injunctive relief is not granted. Moreover, the significant losses to 8th Wonder relating to the World Cup are likely incapable of accurate calculation given the uniqueness of this "once-in-a-

generation" event. *Axis Energy Mktg., LLC v. Apricus Enterprises, LLC*, No. 01-23-00660-CV, 2025 WL 2470572, at *8 (Tex. App.—Houston [1st Dist.] Aug. 28, 2025, no pet.) ("There is no adequate remedy at law if damages are incapable of calculation . . . ."); *Loye v. Travelhost, Inc.*, 156 S.W.3d 615, 621 (Tex. App.—Dallas 2004, no pet.) ("No adequate remedy at law exists if damages are incapable of calculation . . . .").

52. The only means to provide 8th Wonder adequate relief at this immediate juncture is to enjoin Defendant from evicting 8th Wonder or interfering with its operation of the Premises and maintain the status quo. Unless this Court prohibits Defendant from wrongfully proceeding with the eviction, 8th Wonder will continue to suffer the irreparable injury that Texas law was specifically intended to safeguard against. *See* TEX. CIV. PRAC. & REM. CODE § 65.011(5) (providing lower standard for injunctive relief preventing injury to real property).

C. Temporary injunctive relief will protect the status quo.

53. The purpose of temporary injunctive relief is to preserve the status quo of the litigation's subject matter pending a trial on the merits. *Butnaru*, 84 S.W.3d at 204. Here, a temporary restraining order is necessary to maintain the status quo during the pendency of 8th Wonder's request for a temporary injunction. *See In re Newton*, 146 S.W.3d at 651 (Supreme Court defining the status quo as "the last, actual, peaceable, non-contested status which proceeded the pending controversy").

54. The status quo in this case is 8th Wonder's possession and control of the Premises as an eviction has yet to take place. If the status quo is not preserved, 8th Wonder will be irreparably harmed through dispossession of the Premises and the significant financial interests intertwined with the upcoming World Cup. 8th Wonder is merely asking the Court to preserve its interests while the parties resolve their dispute.

D. Enjoining an eviction proceeding is both appropriate and necessary under the circumstances present in this case.

55. Long-settled Texas law recognizes that a district court may enjoin eviction proceedings in just court upon "a showing that the justice court is without jurisdiction to proceed in the cause or the defendant has no adequate remedy at law." *McGlothlin v. Kliebert*, 672 S.W.2d 231, 232 (Tex. 1984); *Midway CC Venture I, LP v. O&V Venture, LLC*, 527 S.W.3d 531, 535 (Tex. App.—Houston [1st Dist.] 2017, no pet.) (same). A party has no adequate remedy at law, as used in this context, means the party is "prevented [] from making his defense at law in the justice court." *Kliebert*, 672 S.W.2d at 232. Both circumstances are present here—this case involves a title dispute and 8th Wonder has no adequate remedy at law.

56. Injunctive relief is proper against the justice court when that court lacks jurisdiction because of a title dispute. *See Gibson v. Dynegy Midstream Services, L.P.*, 138 S.W.3d 518, 522 (Tex. App.—Fort Worth 2004, no pet.) (relevant inquiry is whether "questions of title and possession are so integrally linked that the justice court lacks subject matter jurisdiction over the case"); *Yarto v. Gilliland*, 287 S.W.3d 83, 89 (Tex. App.—Corpus Christi–Edinburg 2009, no pet.) (quoting *Ward v. Malone*, 115 S.W.3d 267, 270 (Tex. App.—Corpus Christi–Edinburg 2003, pet. denied)) ("However, where the right to immediate possession necessarily requires resolution of a title dispute, the justice court has no jurisdiction to enter a judgment and may be enjoined from doing so."). In such a circumstance, injunctive relief is appropriate because "the potential loss of rights in real property is a probable, imminent, and irreparable injury that qualifies a party for a temporary injunction." *Yarto*, 287 S.W.3d at 97 (collecting cases).

57. This case mirrors *Gibson*, where a property owner took the position that no enforceable rental agreement existed. 138 S.W.3d at 523. The tenant in that case asserted adverse possession, correctly noting that, if the owner was correct about not having an enforceable rental

agreement, the tenant could adversely possess the property at issue and had done so. *Id.* The *Gibson* court held that "questions of title and possession raised by [tenant's] allegations of adverse possession are so integrally linked that the justice court could not have decided [owner's] claims without deciding [tenant's] title by adverse possession claim." *Id.* at 524. Such is the case here, where the justice court cannot determine 8th Wonder's adverse possession claim—which arises from Defendant's own allegations.

58. Texas courts have routinely recognized that adverse possession presents a title issue depriving justice courts of jurisdiction. *See, e.g.*, *Gentry v. Marburger*, 596 S.W.2d 201, 203 (Tex. App.—Houston [1st Dist.] 1980, writ ref'd n.r.e.) ("The justice court had no jurisdiction of the suit because the title to the premises [through adverse possession] was directly involved."); . Texas district courts also routinely enjoin justice courts where jurisdiction is lacking. *See, e.g.*, *Midway CC Venture*, 527 S.W.3d at 535 ("If the right to immediate possession necessarily requires resolution of a title dispute, then the justice court has no jurisdiction and can be properly enjoined."); *Wilhoite v. Sims*, 401 S.W.3d 752, 757 (Tex. App.—Dallas 2013, no pet.) (trial court enjoined justice court for lack of jurisdiction); *Breceda v. Whi*, 224 S.W.3d 237, 240 (Tex. App.—El Paso 2005, no pet.) ("When both title and possession are involved, a district court suit to try title takes precedence and may be maintained concurrently with a Justice Court action in forcible entry and detainer, even to restraint of proceedings of the latter court.").

59. 8th Wonder also lacks an adequate remedy at law because it cannot assert its adverse possession defense in justice court—that court lacks jurisdiction over such issues. *See also Wright v. Liming*, No. 01-19-00060-CV, 2019 WL 3418516, at *6 (Tex. App.—Houston [1st Dist.] July 30, 2019, no pet.) (affirming injunction where ongoing interference with use of property would render any judgment without an injunction inadequate).

60. Under clear Texas law, this Court should enjoin the justice court eviction proceeding wrongfully filed by Defendant.[5]

E. 8th Wonder will post an appropriate bond.

61. 8th Wonder is able and willing to post bond in a reasonable amount determined by the Court. 8th Wonder requests that bond be set at the amount of $11,500, or one month's rent under the Lease. Defendant's only conceivable harm from a temporary restraining order in this case is the cessation of rent from a new tenant and such a bond will adequately compensate for that amount.

APPLICATION FOR TEMPORARY INJUNCTION

62. Upon issuance of the Temporary Restraining Order requested herein, 8th Wonder requests the Court set a temporary injunction hearing and, after that hearing, issue a temporary injunction providing the same relief requested in the Temporary Restraining Order until trial of 8th Wonder's claims.

APPLICATION FOR PERMANENT INJUNCTION

63. Upon issuance of the Temporary Restraining Order and subsequent Temporary Injunction requested herein, 8th Wonder requests the Court set a full trial on the merits of 8th Wonder's claims and, after that trial, issue a permanent injunction providing the same relief requested in the temporary injunction on a permanent basis.

CONDITIONS PRECEDENT

64. All conditions precedent necessary to the prosecution of this suit have been performed, have occurred, or have been waived.

[5] *See* Cause No. 266100180669; *Macey Family Properties, Ltd. v. Heady Brewing Company, LLC, et al.*, in the Justice Court of Harris County, Texas, Precinct 6, Place 1.

ATTORNEY'S FEES AND EXPENSES

65. Pursuant to Sections 37.009 and 38.001 of the Texas Civil Practice and Remedies Code, and the Lease, 8th Wonder requests an award of its costs, expenses, and reasonable and necessary attorney's fees for the trial of this cause and any appeal.

PRAYER

8th Wonder prays that Defendant be cited to appear and, after injunction hearings and a trial on the merits, that the Court enter orders and a final judgment against Defendant that includes:

a. all actual damages established at trial;

b. an order for specific performance of the Lease and declaratory judgement for the relief requested herein;

c. a temporary restraining order and, upon hearing, a temporary injunction and permanent injunction as requested herein;

d. an award of 8th Wonder's costs, expenses, and reasonable and necessary attorney's fees; and

e. such other and further relief, both general and special, legal or equitable, to which 8th Wonder is justly entitled.

Respectfully submitted,

GRAY REED

By: */s/ Preston T. Kamin*

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ATTORNEYS FOR PLAINTIFF HEADY BREWING COMPANY, LLC d/b/a 8TH WONDER BREWERY

CAUSE NO. _____

HEADY BREWING COMPANY, LLC, d/b/a 8TH WONDER BREWERY,	§	**IN THE DISTRICT COURT**
***Plaintiff*,**	§	
v.	§	**OF HARRIS COUNTY, TEXAS**
MACEY FAMILY PROPERTIES, LTD.	§	
Defendant.	§	**_____ JUDICIAL DISTRICT**

DECLARATION OF JEROMY SHERMAN

1. I, the undersigned declarant, am over eighteen (18) years of age and I am of sound mind. I understand the taking of an oath. I have personal knowledge of the statements made in this Declaration, and the statements in this Declaration are true and correct. I am fully competent to testify to the matters stated herein.

2. My name is Jeromy Sherman and I am an officer and authorized representative of the Plaintiff company. I have reviewed the factual allegations in Plaintiff's Original Petition and Application for Injunctive Relief, and I am familiar with the facts stated therein by virtue of my role with Plaintiff. The facts stated in Plaintiff's Original Petition and Application for Injunctive Relief are true and correct and within my personal knowledge, except where stated on information and belief.

3. I am also a custodian of records for Plaintiff with respect to certain documents attached to Plaintiff's Original Petition and Application for Injunctive Relief; specifically, Exhibits 1–4 and 6 to that filing. I am familiar with the manner in which these documents are created and maintained by virtue of my duties and responsibilities with Plaintiff. These documents are true and correct copies of the original documents and are kept by Plaintiff in the regular course of its business; and it was the regular course of business of Plaintiff for an employee or representative of Plaintiff, with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the records or to transmit information thereof to be included in such records; and the records were made at or near the time or reasonably soon thereafter.

[*signature page to follow*]

JURAT

My name is Jeromy Sherman, my date of birth is September 13, 1978, and my business address is 16700 Park Row, Houston, Texas 77084, United States. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, Texas on the 10th day of May, 2026.

DocuSigned by:
Jeromy Sherman
69FFC39B2D1B4FF...
Signature

Automated Certificate of eService

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Jeremy Walter on behalf of Jeremy Walter
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Filing Description: Plaintiff's Original Petition and Application for Injunctive Relief
Status as of 5/11/2026 8:51 AM CST

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