

CAUSE 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**

118 — NOTICE REGARDING ESCROW FUNDS AND RESERVATION OF RIGHTS

Defendant / Counter-Plaintiff / Third-Party Plaintiff Jonathan Garcia, pro se, files this Notice to preserve his rights and to place the Court, all parties, and the escrow agent on notice of his objection to any disbursement of the escrow funds at issue in this case.

1. April 1, 2025 amendment. By Certificate of Amendment filed with the Texas Secretary of State on April 1, 2025 (Document No. 1465837290002), Garcia was listed as a member of Damac Investments LLC (“Damac”). That amendment listed Garcia’s member address as [REDACTED], Suite 700, Houston, Texas, the office of Plaintiffs’ counsel, an address Garcia never used or authorized; Garcia did not consent to being listed at that address. (Countersuit ¶¶ 14–15; Exhibit A hereto.)

2. December 15, 2025 amendment. By Certificate of Amendment filed December 15, 2025 (Document No. 1542200210003), Sophia Filfil was added as a member of Damac while Garcia and Nicholas Herman (deceased May 30, 2025) were deleted. No member of Damac signed that amendment, and it certifies member approvals that Garcia never gave. (Defendant Jonathan Garcia’s Original Answer, Special Exceptions, Verified Denials, Affirmative Defenses, Counterclaims, and Third-Party Petition, filed October 6, 2026 (“Countersuit”), ¶ 42; Exhibits B and D hereto.)

3. March 5, 2026 public information report. The franchise tax public information report filed for Damac on March 5, 2026 lists Sophia Filfil as “Manager” and continues to list Nick Herman, who died on May 30, 2025, as a member. (Countersuit ¶ 43; Exhibit C hereto.)

4. Garcia is the buyer’s signatory. On April 1, 2025, at Ms. Filfil’s direction, Garcia signed the Commercial Contract Amendment for the buyer as “Jonathan Garcia, Title: Partner,” and Ms. Filfil emailed the brokers and the title company the same day: “Please have your buyer Jonathan sign this asap.” (Exhibits E and F hereto.)

5. Escrow agent. Providence Title Company holds the Granbury escrows (GF No. 13100025) as escrow agent, and Providence Title Company and its escrow officer, Noel D. Wasson, are both parties to this action as Third-Party Defendants. On September 21, 2026, after Garcia had given written notice of his membership and of this dispute, Ms. Wasson wrote that “Sophia Filfil is the managing member” of Damac and that Providence would take instructions on the file from Ms. Filfil. (Exhibit G hereto.) This Notice is directed to Ms. Wasson, as the escrow officer on the file, as well as to Providence Title Company.

6. Objection to disbursement. Garcia’s membership in Damac is in dispute in this action. Garcia disputes that any person other than Damac’s lawful members has authority to direct those funds, and that question is pending before this Court. Garcia expressly objects to any disbursement, transfer, or release of the escrow funds absent a written order of this Court. This Notice is placed on the record before any transfer occurs. Any party, escrow agent, or escrow officer — including Providence Title Company and Ms. Wasson — who disburses those funds does so with actual notice of this dispute and at its own risk, and Garcia reserves all remedies against any party that does so.

7. Reservation of rights. Garcia expressly reserves all rights, claims, defenses, and remedies, whether asserted in this action or otherwise. Nothing in this Notice waives, limits, or releases any of them. No delay or silence by Garcia shall be construed as consent to any disbursement, transfer, or release of the escrow funds. Garcia requests that the escrow funds remain in escrow pending further written order of this Court.

EXHIBITS (filed as separate attachments)

A — Apr. 1, 2025 Certificate of Amendment (Doc. No. 1465837290002) adding “Member: Jonathan Garcia” · B — Dec. 15, 2025 Certificate of Amendment (Doc. No. 1542200210003) adding Sophia Filfil, deleting Garcia and Herman; no member signature · C — Mar. 5, 2026 Franchise Tax Public Information Report listing Herman · D — Obituary of Nicholas Ballard Herman (d. May 30, 2025) · E — Apr. 1, 2025 Commercial Contract Amendment signed “Jonathan Garcia, Title: Partner” · F — Apr. 1, 2025 Filfil email: “Please have your buyer Jonathan sign this asap” · G — Sept. 21, 2026 Providence Title (Wasson) email.

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 SERVICE

I certify that on October 16, 2026, a true and correct copy of the foregoing Notice, with Exhibits A–G, was served through the electronic filing manager under Texas Rule of Civil Procedure 21a on the following counsel of record: Connor J. Smith (csmith@dorelaw.com), Laura Crabtree (lcrabtree@dorelaw.com), and Cherie Schade (cschade@dorelaw.com), Doré Rothberg Law, P.C., [REDACTED], [REDACTED], counsel for Plaintiffs; and Anthony N. Pettitt (tpettitt@stockyardslawfirm.com), The Pettitt Firm, PC, 2800 S. Hulen, Suite 208, [REDACTED], counsel for Noel D. Wasson. Providence Title Company, which has no counsel of record, was served by certified mail, return receipt requested, to its registered agent, and by email to its escrow officer on this file, nwasson@protitltx.com, and to Brianna Woltmann (bwoltmann@protitltx.com) and Ashley DeBoer (adeboer@protitltx.com), who received Garcia’s prior written notices concerning this file on September 21 and September 28, 2026.

/s/ Jonathan Garcia

Jonathan Garcia