10/29/2026 3:02 PM
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Envelope No. 121836322
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Filed: 10/29/2026 2:47 PM

CAUSE NO. _____

JONATHAN GARCIA, Plaintiff, v. **SOPHIA FILFIL,** Defendant.	§ § § § § § §	**IN THE DISTRICT COURT OF** **HARRIS COUNTY, TEXAS** _____ JUDICIAL DISTRICT

142 — PLAINTIFF JONATHAN GARCIA'S ORIGINAL PETITION AND JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Jonathan Garcia, appearing pro se, files this Original Petition against Defendant Sophia Filfil and respectfully shows the Court as follows:

I. DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3.

II. CLAIM FOR RELIEF

2. Under Texas Rule of Civil Procedure 47(c), Plaintiff seeks monetary relief over $1,000,000. The damages sought are within the jurisdictional limits of this Court.

III. PARTIES

3. Plaintiff Jonathan Garcia is an individual residing in Orange County, Florida. The last three digits of his driver's license number are 000. Tex. Civ. Prac. & Rem. Code § 30.014.

4. Defendant Sophia Filfil is an individual residing in Texas. She may be served with process at [redacted] or wherever she may be found.

IV. JURISDICTION AND VENUE

5. The Court has subject-matter jurisdiction because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

6. The Court has personal jurisdiction over Defendant because she is a Texas resident and the conduct complained of occurred in Texas.

7. Venue is proper in Harris County under Texas Civil Practice and Remedies Code § 15.002(a)(1) because all or a substantial part of the events giving rise to this claim occurred in Baytown, Harris County, Texas.

V. FACTS

8. Garcia worked with Filfil on real estate development and marketing projects owned or controlled by Filfil and her companies.

9. Filfil controlled those projects and the companies that owned them. Garcia's role in those projects, his compensation, and the business interests Filfil promised him all depended on her.

10. Filfil repeatedly brought sexual talk into her communications with Garcia, which were otherwise about their business together. In late-night iMessages, Filfil started sexual conversations, told Garcia she was "horny," asked Garcia whether he would have sex with her, and wrote that she "would love to hold you and sleep with you." Exhibits A-1, A-2, A-3, A-7.

11. Filfil was the one who started the sexual talk in most of the sexual exchanges between them, including every sexual exchange attached as Exhibit A. She often turned ordinary conversations sexual without warning: she wrote to Garcia "What u doing single sexy guy" (Exhibit A-5), and, at the end of a message about an HOA document and an attorney's guidelines, she added "And you look super sexy" (Exhibit A-12).

12. Filfil also tied sex and money together in her messages to Garcia, writing "Make money," "Since we can't have sex," and "Man with mind of money is sexier then naked man in the bed." Exhibit A-4.

13. Filfil also treated Garcia as her romantic partner in their business communications, and she told him that others believed the two of them were sleeping together. In the middle of a discussion about a loan processor, she wrote "But you are my bf" (Exhibit A-9). During a conversation about a lender, she asked "Not my boyfriend?" (Exhibit A-8). After Garcia stayed at her house, she told him that a third person, "jv," "thinks we are fucking" (Exhibit A-10). And when Garcia sent her a photograph, she asked "Your new boyfriend" (Exhibit A-11).

14. Filfil also spoke this way about Garcia to other people. At a business meeting, in front of Garcia and the other people present, Filfil told them that people thought Garcia was her boyfriend and her "gigolo." On information and belief, the people present included William Jackson and Nancy Allen.

15. Filfil sent Garcia sexually explicit images of herself by iMessage on many occasions. When Garcia raised those images in a later iMessage exchange, Filfil agreed that she had sent them many times and admitted that doing so "wasn't right." Exhibit A-6. Filfil also told Garcia in another exchange that she had sent him pictures. Exhibit A-2. True and correct reproductions of the iMessages cited in this petition are attached as Exhibit A (A-1 through A-12) and incorporated by reference.

16. Filfil also sent Garcia sexually suggestive photographs of herself. In one, Filfil photographed herself lying in bed, her head on a pillow, in a low-cut sleeveless top. In another, she took a close-up photograph of herself from above, framed on her chest and cleavage in a low-cut top. Filfil sent these photographs to Garcia as part of the same pattern of bringing sex into a business relationship that she controlled. True and correct copies of these photographs are attached as Exhibit B (B-1 and B-2) and incorporated by reference.

17. Filfil also sent Garcia a photograph of a man holding a large sausage on a stick upright beside his face, with his lips puckered toward it, an unmistakable sexual suggestion. A true and correct copy is attached as Exhibit B-3 and incorporated by reference.

18. Garcia has preserved the iMessages between Filfil and him, which document Filfil's sexual comments and the images she sent.

19. On one occasion in Baytown, Texas, Filfil gave Garcia alcohol to drink from a bottle she kept under her sink. Garcia drank it and became drunk.

20. While Garcia was drunk, Filfil performed oral sex on Garcia. Filfil knew that Garcia was intoxicated, and she took advantage of his condition.

21. Garcia did not want the sexual contact. Garcia played along with Filfil's sexual advances only because he believed that if he did not, Filfil would take away his role in their projects, his compensation, and the business interests she had promised him. Filfil controlled all of those things. Garcia's submission was the product of that economic pressure, not consent.

22. Filfil knew that Garcia depended on her, and she used that dependence to obtain sexual contact with him.

23. Garcia continued to work on Filfil's projects afterward because his role, compensation, and promised business interests still depended on her.

24. Filfil led Garcia along and lied to him to keep him working for her and within her reach. She later cut off all business dealings with him.

25. As a result of Filfil's conduct, Garcia has suffered, and continues to suffer, severe mental anguish, humiliation, and emotional distress.

VI. CAUSE OF ACTION — SEXUAL ASSAULT AND BATTERY

26. Garcia incorporates the preceding paragraphs.

27. Filfil intentionally or knowingly caused Garcia's sexual organ to contact and penetrate her mouth without his consent. This was an offensive and harmful physical contact that Filfil knew or should reasonably have believed Garcia would regard as offensive.

28. Filfil's conduct violated Texas Penal Code § 22.011(a)(1)(C), which makes it an offense to intentionally or knowingly cause the sexual organ of another person, without that person's consent, to contact or penetrate the mouth of another person, including the actor.

29. The contact was without Garcia's consent under Texas Penal Code § 22.011(b)(1) because Filfil compelled Garcia to submit by coercion. Under Texas Penal Code § 1.07(a)(9), "coercion" includes a threat, however communicated, to harm the credit or business repute of any person. Filfil used her control over Garcia's role, compensation, and promised business interests to obtain his submission, and her conduct communicated to Garcia that his business standing with her would be harmed if he did not submit.

30. Garcia's intoxication on the alcohol Filfil gave him further impaired his ability to consent, and Filfil knew it. Any apparent consent obtained from Garcia while he was drunk and under her economic pressure was not effective consent.

31. This suit is timely under Texas Civil Practice and Remedies Code § 16.0045(b)(1), which allows suit for personal injury arising from conduct that violates Penal Code § 22.011(a)(1) to be brought within five years after the cause of action accrues.

32. Filfil's conduct proximately caused Garcia's injuries and damages.

VII. DAMAGES

33. Garcia seeks all actual damages allowed by law, including past and future mental anguish, humiliation, and emotional distress, and the reasonable costs of any treatment or counseling he has needed or will need because of Filfil's conduct.

VIII. EXEMPLARY DAMAGES

34. Filfil acted with malice. Garcia seeks exemplary damages under Texas Civil Practice and Remedies Code § 41.003(a)(2).

35. The statutory cap on exemplary damages does not apply because Garcia seeks exemplary damages based on conduct described as a felony in Texas Penal Code § 22.011 (sexual assault) that Filfil committed knowingly or intentionally. Tex. Civ. Prac. & Rem. Code § 41.008(c)(5).

IX. PRESERVATION OF EVIDENCE

36. Garcia requests that Filfil preserve all text messages, iMessages, photographs, emails, social-media messages, and other communications between Filfil and Garcia.

X. REQUEST FOR ISSUANCE OF CITATION

37. Plaintiff requests that the Clerk issue citation for Defendant Sophia Filfil, together with a copy of this petition and its exhibits, to be served at the address stated in Paragraph 4 or wherever she may be found. Plaintiff requests that the citation be issued electronically and returned to Plaintiff through the electronic filing system for service by a private process server certified under Texas Rule of Civil Procedure 103, or by any other method authorized by Texas Rule of Civil Procedure 106.

XI. JURY DEMAND

38. Garcia demands a trial by jury and tenders the jury fee with this petition.

XII. PRAYER

Plaintiff Jonathan Garcia asks that Defendant Sophia Filfil be cited to appear and answer, and that on final trial the Court enter judgment for Plaintiff against Defendant for:

a. actual damages, including past and future mental anguish, in an amount to be determined by the jury;

b. exemplary damages, without the limitation of § 41.008(b);

c. pre-judgment and post-judgment interest as allowed by law;

d. costs of court; and

e. all other relief, at law or in equity, to which Plaintiff is justly entitled.

Respectfully submitted,

/s/ Jonathan Garcia
Jonathan Garcia, Pro Se
[redacted]
Tel: [redacted]

Email: Jon.garcia.a@gmail.com
PLAINTIFF