

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

**PLAINTIFF'S VERIFIED ORIGINAL PETITION FOR DECLARATORY JUDGMENT
AND APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY
INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Jonathan Garcia files this Verified Original Petition against Defendants Sophia Filfil and Providence Title Company, and Nominal Defendant Damac Investments, LLC, and respectfully shows:

I. SUMMARY

Plaintiff is a member of record of Damac Investments, LLC ("Damac") and signed, for Damac as buyer, the contract to purchase land in Granbury, Texas that is now pending at Providence Title Company. Eight months after Plaintiff was added as a member, Defendant Sophia Filfil caused a certificate of amendment to be filed with the Texas Secretary of State that wrongfully removed Plaintiff and installed herself, under a false certification that the members had approved it. Plaintiff never approved it; the Texas Business Organizations Code required his vote. Plaintiff contends the removal was fraudulent and will plead that claim; for purposes of this application, it is enough that it was unauthorized. Ms. Filfil now acts for Damac on the strength of that filing alone, and has said the contract is being "moved" to another buyer. Plaintiff asks the Court to preserve the status quo — to freeze the escrow and bar any act in Damac's name on Ms. Filfil's authority — until the Court can decide who controls Damac.

II. DISCOVERY CONTROL PLAN

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

III. CLAIM FOR RELIEF

Pursuant to Texas Rule of Civil Procedure 47(c), Plaintiff seeks only non-monetary relief at this time, namely declaratory and injunctive relief. Plaintiff reserves all claims for monetary relief.

IV. PARTIES

Plaintiff Jonathan Garcia is an individual residing in Orange County, Florida. The last three digits of his driver's license [REDACTED], and the last three digits of his Social Security number [REDACTED]. Tex. Civ. Prac. & Rem. Code § 30.014.

Defendant Sophia Filfil is an individual domiciled in Chambers County, Texas, who may be served at [REDACTED], [REDACTED], or wherever she may be found, or through her counsel of record if counsel agrees to accept service.

Defendant Damac Investments, LLC is a Texas limited liability company, Texas Secretary of State File No. 804779451, which may be served through its registered agent, Registered Agents Inc., [REDACTED], [REDACTED]. Damac is named solely as a nominal defendant. Plaintiff seeks no relief against Damac; it is joined because the declarations sought concern its membership and management, and every person whose interest would be affected by a declaration must be made a party so that the declaration binds it. Tex. Civ. Prac. & Rem. Code § 37.006(a).

Nicholas Ballard Herman, known as Nick Herman, was a member of record of Damac until the December 15, 2025 Certificate of Amendment purported to delete him. Mr. Herman died on May 30, 2025. (Exhibit K.) On a member's death, the member's interest passes to his estate or heirs as an assignee. Tex. Bus. Orgs. Code §§ 101.1115, 101.109. Plaintiff has not yet been able to identify a personal representative of Mr. Herman's estate; his published obituary identifies his surviving wife and sons. (Exhibit K.) The relief requested in this application preserves the status quo and does not adjudicate the estate's interest. Plaintiff will join the personal representative of Mr. Herman's estate, or his heirs, when identified, and asks the Court to order any further joinder it considers necessary. Tex. R. Civ. P. 39.

Defendant Providence Title Company, a Texas entity, Texas Secretary of State File No. 0800938331, is the title and escrow company for the Transaction defined in Part VI and may be served through its registered agent, M. Suzanne Frossard, at its registered office, 700 Highlander Boulevard, Suite 340, [REDACTED], or wherever it may be found. Providence is named solely as the escrow agent and stakeholder, so that the Court's order will bind it. Plaintiff alleges no wrongdoing by Providence and seeks no damages from it.

V. JURISDICTION AND VENUE

The Court has subject-matter jurisdiction over this action, including under the Uniform Declaratory Judgments Act, Tex. Civ. Prac. & Rem. Code ch. 37, and the relief sought is within the jurisdictional limits of this Court. Venue is proper in Chambers County under Tex. Civ. Prac. &

Rem. Code §§ 15.002(a)(2) and 65.023(a) because Defendant Sophia Filfil, against whom injunctive relief is principally sought, is a natural person domiciled in Chambers County, Texas.

VI. FACTS

1. Damac was formed as a Texas limited liability company on October 21, 2022.
2. Beginning in March 2025, Ms. Filfil asked Plaintiff to sign contracts and corporate documents for Damac as a member of the company. These included the buyer's documents for Damac's contract to purchase from Granbury Reddy Land Partners, as seller, the real property described in Exhibit "C" to that contract, located in Granbury, Hood County, Texas 76048 (the "Property"), as amended by the Commercial Contract Amendment effective March 28, 2025 (together, the "Contract"). They also included, in July and August 2025, the engineering agreement for the Granbury project with Civil & Environmental Consultants, Inc. (CEC Project 354-320), which Plaintiff executed on August 5, 2025. Ms. Filfil told Plaintiff that he owned Damac and would participate in the project. Plaintiff signed on that basis.
3. Ms. Filfil also told Plaintiff that she could not sign for the buyer herself because she was acting as the agent in the transaction. The contract forms were prepared on the forms of Yaalx Realty Group, LLC — a brokerage whose certificate of formation names Zach Peters and Sophia Filfil as its managing members — and were sent to Plaintiff for signature by Mr. Peters. Ms. Filfil holds no Texas real estate license: a search of the Texas Real Estate Commission's license records for her name returns none (Exhibit I), and on September 19, 2026, her company's website was changed to state that she "is not a licensed real estate broker, REALTOR®, or TREC broker" (Exhibit J).
4. On April 1, 2025, at 2:33 p.m., Ms. Filfil emailed the contract document to Kevin Vader, to Zach Peters, and to Noel D. Wasson of Providence Title Company, and wrote: "Please have your buyer Jonathan sign this asap." That afternoon Plaintiff signed the Commercial Contract Amendment for the buyer, "Damac Investments &/or Assigns," initialed the edits on its first page, and returned it. (Exhibits D, E.)
5. The same day, April 1, 2025, a Certificate of Amendment was filed with the Texas Secretary of State (Document No. 1465837290002) adding to Damac's certificate of formation: "Member: JONATHAN GARCIA." Ms. Filfil does not appear on that filing. The added provision reads, in full: "Member: JONATHAN GARCIA [REDACTED], Suite 700 [REDACTED]." That address is not Plaintiff's address; it is the office of Doré Rothberg Law, the firm that represents Ms. Filfil. Plaintiff did not prepare that filing and has never had an address there. Any notice sent to him as a member at the address of record would have gone to Ms. Filfil's own lawyers. On information and belief, mail and notices addressed to Plaintiff as a member of Damac have been delivered to that address; Plaintiff has not received them. (Exhibit A.)

6. The Contract, its escrow, and its closing are handled by Providence Title Company. Correspondence has referred to the escrow as GF No. 13100025 and to the Property as 1225 Meadow Wood Drive, Granbury, Texas; Providence has indicated that the escrow number may not be correct, and Plaintiff does not have Exhibit “C” to the Contract. As used in this petition, the “Transaction” means the Contract and every escrow, title commitment, GF or file number, closing, funding, and disbursement, at Providence Title Company or any other title or escrow company, for the purchase or sale of all or any part of the Property to, by, through, or for the benefit of Damac or any assignee or successor of Damac’s rights under the Contract, however numbered or described.
7. On November 25, 2025, the Granbury project’s engineer, Alexander J. Van Duzer of Civil & Environmental Consultants, Inc., wrote to Plaintiff that “Bilateral Energy will be closing on the property in December 2025.” Minutes later Ms. Filfil replied, copying Plaintiff: “Jon Garcia, is my partner in this project. Bilateral is the buyer for us. ... All contracts are moved to bilateral energy.” (Exhibit G.)
8. Twenty days after calling Plaintiff her partner in writing, on December 15, 2025, a Certificate of Amendment was filed with the Secretary of State (Document No. 1542200210003) adding “Sophia Filfil, Title: Member” and deleting “Nick Herman & Jonathan Garcia.” It is not signed by any member of Damac; it was executed for Damac by its registered agent, Registered Agents Inc., as “authorized person,” signed by Robin Jones. It certifies that the amendment was “approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.” (Exhibit B.) That certification was false as to Plaintiff: he did not approve that amendment, did not sign it, and was not told of it. No governing document of Damac that has been shown to Plaintiff permits an amendment without his approval.
9. On March 5, 2026, Damac’s Texas Franchise Tax Public Information Report — signed electronically by Robin Jones, the same Registered Agents Inc. representative who signed the December 15, 2025 amendment, and not by any member of Damac — was filed naming Ms. Filfil as “Manager” and naming as a current “Member” Nick Herman, who died on May 30, 2025 (Exhibit K). It omits Plaintiff. The two filings contradict each other: the December 15, 2025 amendment names Ms. Filfil a “Member”; the March 5, 2026 report names her “Manager.” No filing with the Secretary of State that Plaintiff has seen appoints Ms. Filfil, or anyone else, as a manager of Damac. (Exhibits B, C.)
10. On September 18 and 21, 2026, Plaintiff notified Providence in writing that Ms. Filfil’s authority to act for Damac is disputed, that he has not assigned or authorized any assignment of the contract, and that Providence should not close, fund, disburse, or accept any assignment in the Transaction on her authority. (Exhibit H.) On September 21, 2026, Providence responded that it had no documentation that Plaintiff is a member — while attaching the April 1, 2025 filing that makes him one — and did not confirm that it will hold. (Exhibit F.)

11. In his September 18, 2026 notice to Providence, Plaintiff described himself as Damac's "Sole Member." That description reflected his position that Ms. Filfil's claimed membership is void; it did not account for the interest that passed to Mr. Herman's estate on his death. Plaintiff's position is as stated in this petition: he is a member of Damac, and Ms. Filfil is not. (Exhibit H.)
12. Unless restrained, Providence may close, fund, disburse, or accept an assignment in the Transaction on Ms. Filfil's instruction at any time, and Ms. Filfil may assign, amend, or terminate the Contract in Damac's name.

VII. CAUSE OF ACTION: DECLARATORY JUDGMENT

Plaintiff incorporates the facts above. An actual, justiciable controversy exists between Plaintiff and Defendants concerning Plaintiff's membership in Damac and Ms. Filfil's authority to act for it. Tex. Civ. Prac. & Rem. Code § 37.004.

An amendment to a limited liability company's certificate of formation requires the affirmative vote of all of the company's members. Tex. Bus. Orgs. Code § 101.356(d). Plaintiff was a member of record when the December 15, 2025 amendment was filed and did not vote for it. A certificate of amendment records what the members did; it does not create or extinguish membership. The December 15, 2025 amendment was not approved as the Code requires, and it is the only source of Ms. Filfil's claimed authority.

Plaintiff requests that the Court declare that:

- (a) Plaintiff has been a member of Damac since April 1, 2025, and remains a member;
- (b) the Certificate of Amendment filed December 15, 2025 (Document No. 1542200210003) was not approved in the manner required by Tex. Bus. Orgs. Code § 101.356(d) and is void and of no effect as to Plaintiff's membership;
- (c) Ms. Filfil did not, by virtue of that amendment, become a member or manager of Damac with authority to bind it; and
- (d) any instrument executed in Damac's name by Ms. Filfil on the authority of that amendment — including any assignment, amendment, or termination of Damac's rights under the Contract or in the Transaction — was executed without authority.

Plaintiff reserves, and does not waive, all other claims against Ms. Filfil, including claims for fraud, statutory fraud under Tex. Bus. & Com. Code § 27.01, and liability under Tex. Bus. Orgs. Code § 4.007, which he will plead as the case proceeds.

VIII. APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION

To obtain temporary injunctive relief, an applicant must plead and prove (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. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). The purpose of a temporary injunction is to preserve the status quo pending trial on the merits. *Id.*

Cause of action. Plaintiff has pleaded a claim for declaratory judgment under Tex. Civ. Prac. & Rem. Code ch. 37.

Probable right to relief. The State’s own records show that Plaintiff was added as a member of Damac on April 1, 2025 — the same day Ms. Filfil described him to Providence, in writing, as “your buyer” and he signed the buyer’s contract. On November 25, 2025, she wrote to the project’s engineer, copying Plaintiff, that he “is my partner in this project.” Twenty days later he was removed. The December 15, 2025 amendment removing him required his vote under Tex. Bus. Orgs. Code § 101.356(d) and did not receive it. Ms. Filfil’s authority to act for Damac rests on that amendment alone. The March 5, 2026 report she caused to be filed names her “Manager” — though the December 15, 2025 amendment had named her a “Member,” and no filing Plaintiff has seen appoints her a manager — and names a deceased man as a current member. And the person who now claims to be Damac’s “Manager” told Plaintiff, when she had him sign, that she could not sign for the buyer because she was acting as the agent in the transaction — acting, through Yaalx Realty Group, as a real estate agent without the license Texas law requires. Tex. Occ. Code § 1101.351(a). She cannot have been the unlicensed agent on the transaction in April 2025 and the buyer’s manager in December 2025. The documents show that she placed Plaintiff in the buyer’s seat because she could not sit in it herself, and then wrongfully removed him once the transaction she was brokering had been arranged.

Probable, imminent, and irreparable injury. The escrow concerns a contract to purchase real property. Real property is unique, and the loss of the right to acquire it cannot be adequately remedied by damages. If Providence closes, funds, disburses, or accepts an assignment in the Transaction on Ms. Filfil’s instruction, it cannot be undone, and the Property or Damac’s rights in it may pass to a third party. Ms. Filfil has already written that the contracts are being “moved” to another buyer, and is a party to other pending litigation in which substantial sums are claimed against her. Providence has not confirmed that it will hold.

Status quo. The status quo to be preserved is the last actual, peaceable, non-contested status that preceded this controversy: the period before the December 15, 2025 amendment, when Plaintiff was a member of record and no one acted for Damac on authority derived from that amendment. The relief requested does not transfer anything to Plaintiff; it only holds everything where it is.

Plaintiff’s good-faith belief of fraud, and the need for discovery. Plaintiff believes in good faith, on the facts set out above, that the December 15, 2025 Certificate of Amendment and the filings that followed it were procured by fraud: that Plaintiff was induced to sign for Damac by a representation that he owned it, and was then removed by a filing that falsely certified the members’ approval, so that the Transaction could be moved to another buyer without him. The evidence that will prove or disprove that belief is in the hands of Defendants and others, not

Plaintiff — among it, Damac’s company agreement and membership records; the instructions given to Registered Agents Inc. for the December 15, 2025 amendment and the March 5, 2026 report; any assignment or amendment of the Contract; Providence’s file for the Transaction; and the circumstances under which the office address of Ms. Filfil’s counsel was entered as Plaintiff’s address of record, together with any mail or notices delivered to Plaintiff or to Damac at that address. Plaintiff will obtain that evidence through discovery under the Texas Rules of Civil Procedure, including requests for production and subpoenas to non-parties. Tex. R. Civ. P. 176, 196, 205. That process takes time. If the Transaction closes or is assigned in the meantime, the discovery will come too late to matter. Holding the Transaction until the fraud can be examined is exactly what a temporary injunction is for.

Need for immediate relief. Because Providence may act on Ms. Filfil’s instruction before a hearing on a temporary injunction can be held, a temporary restraining order is necessary to prevent immediate and irreparable injury. Tex. R. Civ. P. 680. The order should issue without prior notice: Ms. Filfil’s claimed authority was created by filings made without Plaintiff’s knowledge, she has acted in Damac’s name without disclosing it to him, and notice before the order issues would give her the opportunity to close, fund, or assign the Transaction before the Court can act — the very injury the order is meant to prevent.

Plaintiff therefore asks the Court to issue a temporary restraining order, and after hearing a temporary injunction, providing that:

- (a) Defendant Sophia Filfil, and her agents, employees, attorneys, and all persons acting in concert with her who receive actual notice of the order, are restrained from executing, delivering, or filing any instrument in the name of Damac; from assigning, amending, terminating, or otherwise transferring Damac’s rights under the Contract or in the Transaction; from instructing Providence or any other title or escrow company to close, fund, or disburse any part of the Transaction in Damac’s name; and from filing any document with the Texas Secretary of State on behalf of Damac;
- (b) Defendant Providence Title Company is restrained from closing, funding, disbursing any earnest money or other funds, or accepting or recording any assignment, amendment, or substitution of buyer or signer in the Transaction — under any escrow, GF, or file number — on the instruction of Ms. Filfil or of any person claiming authority through the December 15, 2025 Certificate of Amendment, until further order of the Court; provided that Providence may deposit any funds it holds in the Transaction into the registry of the Court; and
- (c) all parties shall preserve all documents and electronically stored information relating to Damac, the Contract, the Property, and the Transaction.

Bond. The order requested preserves the status quo; the funds remain in escrow or in the registry of the Court, and no party is deprived of anything it is entitled to. Plaintiff asks that bond be set at \$100. Tex. R. Civ. P. 684.

Plaintiff further asks that the Court set his application for temporary injunction for hearing within fourteen days; that the temporary injunction remain in effect until final trial; and that the case be set for trial approximately nine months from the date the temporary injunction is signed, so that the question of Damac's membership, Plaintiff's allegation that he was removed by fraud, the use of Ms. Filfil's counsel's address as Plaintiff's address of record, and the interest of Mr. Herman's estate can be examined through discovery, the estate's representative identified and joined, and all of it decided while the Transaction is held. Plaintiff further asks leave to seek earlier resolution of the membership question by motion for summary judgment. On final trial, Plaintiff asks that the Court enter a permanent injunction to the same effect.

IX. CONDITIONS PRECEDENT

All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

X. PRAYER

Plaintiff Jonathan Garcia respectfully prays that the Court:

1. issue a temporary restraining order as requested in Part VIII;
2. set Plaintiff's application for temporary injunction for hearing and, after hearing, issue a temporary injunction to the same effect, to remain in effect until final trial, and set this case for trial approximately nine months from the date the temporary injunction is signed;
3. permit discovery on Plaintiff's claims, including his allegation that he was removed from Damac by fraud;
4. on final trial, enter the declarations requested in Part VII and a permanent injunction;
5. award Plaintiff his costs of court, Tex. Civ. Prac. & Rem. Code § 37.009; and
6. grant Plaintiff all other relief, at law or in equity, to which he may be justly entitled.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

[REDACTED]
[REDACTED]
[REDACTED]

Jon.garcia.a@gmail.com

CERTIFICATE REGARDING NOTICE

Plaintiff asks that the temporary restraining order issue without prior notice to Defendants. Tex. R. Civ. P. 680. The facts showing why are stated in Part VIII and verified below: the relief sought is to stop a closing, funding, disbursement, or assignment in the Transaction that cannot be undone once it occurs; Ms. Filfil's claimed authority rests on filings made without Plaintiff's knowledge; and she has acted in Damac's name without disclosing those acts to Plaintiff. Notice before the order issues would give her the opportunity to complete the very act the order is meant to prevent.

Counsel who has corresponded with Plaintiff on Ms. Filfil's behalf in related matters is Alyna Caesar-Ayure of Doré Rothberg Law, [REDACTED], Houston, Texas 77084, acaesar-ayure@dorelaw.com. Plaintiff will serve any order that issues, and this petition, on Ms. Filfil through that counsel and on Providence Title Company immediately upon the order's signing, and will give notice of the temporary injunction hearing as the Court directs.

/s/ Jonathan Garcia

UNSWORN DECLARATION

My name is Jonathan Garcia, my [REDACTED], [REDACTED], [REDACTED], United States of America. I declare under penalty of perjury that I have read this petition, that the facts stated in Part VI and in Part VIII are within my personal knowledge or are shown by the documents attached as exhibits, and that they are true and correct. Tex. Civ. Prac. & Rem. Code § 132.001.

Executed in Orange County, State of Florida, on the 22nd day of September, 2026.

/s/ Jonathan Garcia

Jonathan Garcia, Declarant

EXHIBITS

- Exhibit A — Certificate of Amendment, Damac Investments, LLC, filed April 1, 2025 (SOS Doc. No. 1465837290002)
- Exhibit B — Certificate of Amendment, Damac Investments, LLC, filed December 15, 2025 (SOS Doc. No. 1542200210003)
- Exhibit C — Texas Franchise Tax Public Information Report, Damac Investments, LLC, filed March 5, 2026
- Exhibit D — Commercial Contract Amendment, effective March 28, 2025, signed by Jonathan Garcia for the buyer, returned April 1, 2025

- Exhibit E — Emails of April 1, 2025, including Ms. Filfil’s email to Noel D. Wasson (“Please have your buyer Jonathan sign this asap”)
- Exhibit F — Email from Noel Wasson, Providence Title Company, to Plaintiff, September 21, 2026
- Exhibit G — Emails of November 25, 2025 between Alexander J. Van Duzer (CEC) and Sophia Filfil, copying Plaintiff (“Jon Garcia, is my partner in this project. Bilateral is the buyer for us. ... All contracts are moved to bilateral energy.”)
- Exhibit H — Plaintiff’s emails to Providence Title Company of September 18 and 21, 2026
- Exhibit I — Texas Real Estate Commission License Holder Search, “Filfil, Sophia,” September 18, 2026 — no license found
- Exhibit J — gardenburedevelopment.com/about, captured September 19, 2026 — “Sophia is not a licensed real estate broker, REALTOR®, or TREC broker”
- Exhibit K — Obituary of Nicholas Ballard Herman (“Nick”), Houston, Texas, published by Legacy Remembers on June 5, 2025 (legacy.com)

EXHIBIT A

Certificate of Amendment, Damac Investments, LLC

Filed with the Texas Secretary of State April 1, 2025 (Document No. 1465837290002)

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
[REDACTED]

FAX: 512/463-5709

Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

DAMAC INVESTMENTS LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| ☐ For-profit Corporation | ☐ Professional Corporation |
| ☐ Nonprofit Corporation | ☐ Professional Limited Liability Company |
| ☐ Cooperative Association | ☐ Professional Association |
| ☒ Limited Liability Company | ☐ Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 804779451

The date of formation of the entity is: October 21, 2022

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)

City

TX

State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☒ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Member: JONATHAN GARCIA [REDACTED] Suite 700 Houston, Texas 77084

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 04/01/2025

By: Registered Agents Inc.

Robin Jones
Signature of authorized person

Authorized Representative - Robin Jones on behalf of Registered Agents Inc.

Printed or typed name of authorized person (see instructions)

Print

Reset

EXHIBIT B

Certificate of Amendment, Damac Investments, LLC

Filed with the Texas Secretary of State December 15, 2025 (Document No. 1542200210003)

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
[REDACTED]

FAX: 512/463-5709

Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

DAMAC INVESTMENTS LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Professional Limited Liability Company

☐ Cooperative Association

☐ Professional Association

☒ Limited Liability Company

☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 804779451

The date of formation of the entity is: 10/21/2022

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name

M.I.

Last Name

Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)

City

TX

State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☒ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Sophia Filfil

Title: Member

Address: 5900 BALCONES DRIVE STE 100

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☒ **Delete** each of the provisions identified below from the certificate of formation.

Nick Herman

&

Jonathan Garcia

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

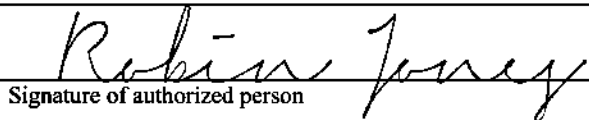
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/15/2025

By: Registered Agents Inc.


Signature of authorized person

Authorized Representative - Robin Jones on behalf of Registered Agents Inc.

Printed or typed name of authorized person (see instructions)

Print

Reset

EXHIBIT C

Texas Franchise Tax Public Information Report, Damac Investments, LLC

Filed March 5, 2026 (Document No. 1604392840001)



Comptroller of Public Accounts
FORM 05-102 (Rev. 9-11/30)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report **MUST** be signed and filed to satisfy franchise tax requirements

■ Tcode 13196 Franchise

■ Taxpayer number

3 2 0 8 6 8 5 8 1 0 0

■ Report year

2 0 2 6

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you.

Taxpayer name

DAMAC INVESTMENTS LLC

Mailing address

5900 BALCONES DR STE 100

Secretary of State (SOS) file number or
Comptroller file number

City

AUSTIN

State

TX

ZIP Code

78731

Plus 4

0804779451

○ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office

Principal place of business

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



3208685810026

SECTION A Name, title and mailing address of each officer, director or manager.

Name SOPHIA FILFIL	Title MANAGER	Director ☐ YES	Term expiration m m d d y y
Mailing address 5900 BALCONES DRIVE, STE 100	City AUSTIN	State TX	ZIP Code 78731
Name nick herman	Title Member	Director ☐ YES	Term expiration m m d d y y
Mailing address 5900 BALCONES DRIVE STE 100	City AUSTIN	State TX	ZIP Code 78731
Name	Title	Director ☐ YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
---	--------------------	-------------------------------	-------------------------

Registered agent and registered office currently on file. (see instructions if you need to make changes)

Agent: **REGISTERED AGENTS INC.**

○ Blacken circle if you need forms to change the registered agent or registered office information.

Office: **5900 BALCONES DRIVE STE 100**

City

AUSTIN

State

TX

ZIP Code

78731

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here **Robin Jones**

Title

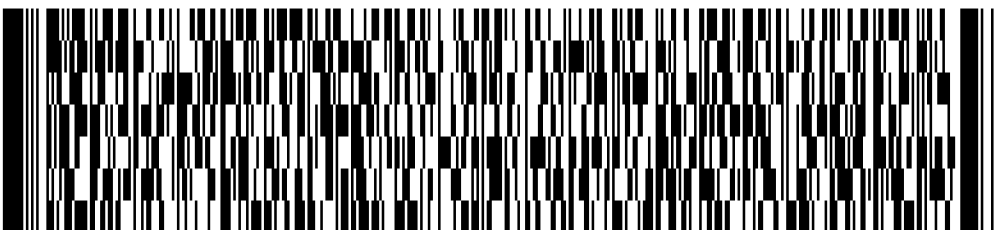
Electronic

Date

03-05-2026

Area code and phone number

Texas Comptroller Official Use Only



VE/DE	☐	PIR IND	☐
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EXHIBIT D

**Commercial Contract Amendment (TXR-1932) — [REDACTED] (Exhibit “C”
property)**

Effective March 28, 2025. Seller: Granbury Reddy Land Partners, by Dr. Malladi Reddy as POA.
Buyer: “Damac Investments &/or Assigns,” signed by Jonathan Garcia, printed name Jonathan
Garcia. Prepared by Yaalx Realty Group, LLC (Zach Peters). Signed by Jonathan Garcia and
returned to Zach Peters, copying Sophia Filfil, on April 1, 2025.
Signed copy as returned April 1, 2025 follows



COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc., 2022

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

See Exhibit "C", Granbury, 76048

Effective March 28, 2025, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- ☒ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to: 90 million 90,000,000
Cash portion payable by Buyer at closing. 85,043,920.00
Sum of all financing described in the contract. \$ 4,956,080.00
Sales price (sum of cash portion and sum of all financing) \$ 90,000,000.00
- ☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit For giving extension until Jan 2026 or as follows: The price is adjusted to be 90,000,000 - 90 million Dollars - Mr
- ☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

- ☒ D. Extension of Feasibility Period: Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on December 15, 2025 (date) by delivering \$ _____ to the title company as additional earnest money.
- (1) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.
- (2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
- (a) The additional independent consideration.
- (b) (Check no boxes or only one box.)
☐ all or ☐ \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

- ☐ E. Extension of Financing Deadline: The deadline for Buyer to give notice of inability to obtain the:
- ☐ (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until _____ (date).
 - ☐ (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until _____ (date).
 - ☐ (3) Buyer has paid Seller additional consideration of \$ _____ for the extension financing deadline. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.
- ☐ F. Closing: The closing date in Paragraph 10A of the contract is changed to _____.
- ☐ G. Expenses: At closing Seller will pay the first \$ _____ of Buyer's expenses under Paragraph 13 of the contract.
- ☐ H. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- ☐ I. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- ☒ J. Other Modifications:
Closing to occur within 60 days of the end of the feasibility period.

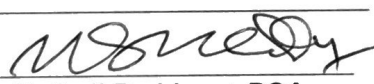
Buyer will be creating a new entity for the purposes of this project. Change is subject to approval of development agreements from the county (approx 6mo working time, to rectify issues relating to: Substantial Wetlands from 2 creeks, power supply/electrical, active oil wells & pumps, and active pipelines)

Seller: Granbury Reddy Land Partners

Buyer: Damac Investments &/or Assigns

By: _____

By: _____

By (signature): 

Printed Name: **Dr Malladi Reddy, as POA**

Title: **POA, Granbury Reddy Land Partners**

By (signature): _____

Printed Name: **Jonathan Garcia**

Title: **Partner**

By: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By (signature): _____

Printed Name: _____

Title: _____

EXHIBIT E

Emails of April 1, 2025 — transmittal of the contract amendment for the buyer's signature

1. From Sophia Filfil to Kevin Vader, Zach Peters, and Noel D. Wasson

From: Sophia Filfil <sophiafilfil@gmail.com>

Date: April 1, 2025 at 2:33:43 PM CDT

To: Kevin Vader <kevin@century21toprealty.com>, Zach Peters <ztxbroker@gmail.com>, "Noel D. Wasson" <nwasson@protitltx.com>

Subject: [Scan] 2025-04-01 14:32

Attachment: 2025-04-01 14-32.pdf

"Hi,

Please have your buyer Jonathan sign this asap.

Thank you,

Sophia"

2. From Zach Peters to Jonathan Garcia, copying Sophia Filfil

From: Zach Peters <ztxbroker@gmail.com>

Date: April 1, 2025, 12:51 PM PDT (2:51 PM CDT)

To: jon.garcia.a@gmail.com Cc: Sophiafilfil@gmail.com

Subject: Fwd: [Scan] 2025-04-01 14:32

"Hi Jon, can you sign and scan this back to us please? Initial the edits on Pg 1 as well if you could."

3. From Jonathan Garcia to Zach Peters, copying Sophia Filfil

From: Jon Garcia <jon.garcia.a@gmail.com>

Date: April 1, 2025, 1:20 PM PDT (3:20 PM CDT)

To: ztxbroker@gmail.com Cc: Sophiafilfil@gmail.com

Subject: Re: Fwd: [Scan] 2025-04-01 14:32

Attachment: 2025_04_01_14_32.pdf (Exhibit D, as signed)

Transcribed from the messages as they appear in the Gmail account of Jonathan Garcia (thread "Fwd: [Scan] 2025-04-01 14:32"). The original messages, with full headers, are preserved and available on request.

EXHIBIT F

Email from Noel Wasson, Providence Title Company — September 21, 2026

Response to Plaintiff's stop instruction of September 18, 2026

RE: GF No. 13100025 — Damac Investments, LLC — STOP INSTRUCTION — Do Not Close / Hold All Funds — [REDACTED], Granbury — CONFIDENTIAL

From: Noel D. Wasson <nwasson@protitletx.com>

Date: Monday, September 21, 2026, 12:24 p.m. CDT

To: Jon Garcia <jon.garcia.a@gmail.com>

Attachments: 4-7-25 - TX - Initial Filing - DAMAC INVESTMENTS LLC.pdf; Certificate of Amendment_DAMAC.pdf

Hi Mr. Garcia,

I have received your email, but I do not have any documentation that you are a member of this company. I cannot disclose any information regarding any transaction that you are not a party to. I have attached the public filing from the SOS website where you were added as a member in April 2025, but you were not added as the sole member, as Sophia Filfil is the managing member and operating officer of the company. I have also attached the SOS filing where you were removing as a member in December of 2025.

I am not authorized to disclose any further information about this entity or this transaction. If you have state documentation for this entity, please provide that information to me as to clarify your role or involvement with this company.

Regards,

Noel Wasson

Team Leader/Escrow Officer

C: [REDACTED] O: [REDACTED] F: [REDACTED]

nwasson@protitletx.com

Main Office - [REDACTED] [REDACTED]

[Signature-block images, cyber-fraud warning, confidentiality notice, and quoted copy of Plaintiff's September 18, 2026 email (Exhibit I) omitted.]

Printed from the Gmail account of Jonathan Garcia (jon.garcia.a@gmail.com). Times shown in U.S. Central time. The original messages, with full headers and attachments, are preserved and available on request.

EXHIBIT G

Emails of November 25, 2025 — Granbury Data Center

Alexander J. Van Duzer (CEC) to Plaintiff, copying Sophia Filfil; and Sophia Filfil's reply, copying Plaintiff

Granbury Data Center Outstanding Invoices

From: Van Duzer, Alex <avanduzer@cecinc.com>

Date: Tuesday, November 25, 2025, 4:03 p.m. CST

To: Jon Garcia <jon.garcia.a@gmail.com>

Cc: Sophia@gardenburedevelopment.com

Attachments: Invoice Project 354-320 (Sept. 8, 2025); Invoice Project 354-320 (Oct. 14, 2025); Invoice Project 354-320 (Nov. 11, 2025)

Mr. Garcia,

We understand that Bilateral Energy will be closing on the property in December 2025, at which time Bilateral Energy will be taking over the development side of the project. This is very exciting, and we look forward to the successful transaction.

We currently have outstanding invoices for this project, please see attached. In accordance with Section 7.0 of our Terms and Conditions, CEC will be pausing work effective today until payment on the outstanding invoices have been received. Please note that CEC is entitled to 1.5% interest per month for past due amounts and we will initiate these interest charges within our next billing cycle until outstanding accounts receivable have been collected.

We appreciate your assistance with this matter. Please feel free to call me if you have any questions.

Sincerely,

Alexander J. Van Duzer, P.E. | Principal
Civil & Environmental Consultants, Inc.

[REDACTED]

[Confidentiality notice omitted.]

Re: Granbury Data Center Outstanding Invoices

From: Sophia Filfil <sophia@gardenburedevelopment.com>

Date: Tuesday, November 25, 2025, 4:06 p.m. CST

To: avanduzer@cecinc.com

Cc: jon.garcia.a@gmail.com

Alex,

Jon Garcia, is my partner in this project.
Bilateral is the buyer for us.

Are we paying interest or bilateral needs to pay ?
All contracts are moved to bilateral energy .

Please call me.

Sophia

Sent from my iPhone

[Quoted copy of Mr. Van Duzer's email above omitted.]

Printed from the Gmail account of Jonathan Garcia (jon.garcia.a@gmail.com). Times shown in U.S. Central time. The original messages, with full headers and attachments, are preserved and available on request.

EXHIBIT H

Plaintiff's written notices to Providence Title Company — September 18 and 21, 2026

Emails to Noel D. Wasson, Team Leader/Escrow Officer

GF No. 13100025 — Damac Investments, LLC — STOP INSTRUCTION — Do Not Close / Hold All Funds — [REDACTED], Granbury — CONFIDENTIAL

From: Jon Garcia <jon.garcia.a@gmail.com>

Date: Friday, September 18, 2026, 11:27 a.m. CDT

To: Noel D. Wasson <nwasson@protitltx.com>

Attachments: 01-Escrow-STOP-Providence-Title.pdf; 00-Damac-Sole-Member-Written-Consent.pdf

Ms. Wasson,

Please find attached a stop instruction from Damac Investments, LLC concerning GF/Escrow No. 13100025 (Buyer: Damac Investments, LLC — [REDACTED] Granbury, Hood County, Texas), together with the Written Consent of the Sole Member of Damac Investments, LLC. A hard copy follows by overnight courier.

In summary, effective immediately:

1. Sophia Filfil is not a member of Damac and has not been appointed a manager. Any authority she or anyone acting with her may have claimed in Damac's name is revoked. Please accept no instruction, signature, wire instruction, amendment, extension, assignment, or authorization on behalf of Damac from Ms. Filfil or from any person other than me.
2. Do not close, and do not disburse any funds, until Damac gives you further written direction signed by me and verified with me by telephone at [REDACTED]. This includes any resale, any assignment of the purchase contract, and any disbursement of earnest money, deposits, proceeds, commissions, or fees. If funds are held in Damac's name, hold them. This is a suspension, not a termination; Damac is not repudiating any contract.
3. Please treat any communication purporting to come from Damac or from me — other than by my own signature, confirmed by telephone with me directly — as unauthorized.
4. Please treat this letter, its enclosure, and the reasons for this instruction as confidential. If anyone asks about the file, please say only that the buyer has placed it on hold and refer the inquiry to me. Please do not provide a copy of the letter or the Written Consent to anyone, including Ms. Filfil, and if you believe you must disclose more, please tell me first.
5. Within five business days, please confirm receipt, advise the status of the transaction (whether closing has occurred and, if not, the scheduled date), and provide the file materials identified in Section 5 of the letter.
6. The letter contains a litigation hold. Please preserve the complete file in native form.

If this file is assigned to another escrow officer, please forward this to that officer and let me know the name and direct number.

Jonathan Garcia

Sole Member, Damac Investments, LLC
Jon.garcia.a@gmail.com | [REDACTED]

RE: GF No. 13100025 — Damac Investments, LLC — STOP INSTRUCTION — Do Not Close / Hold All Funds — [REDACTED], Granbury — CONFIDENTIAL

From: Jon Garcia <jon.garcia.a@gmail.com>

Date: Monday, September 21, 2026, 3:18 p.m. CDT

To: Noel D. Wasson <nwasson@protitltx.com>

Cc: adeboer@protitltx.com

Attachments: Exhibit-A-Damac-Amendment-2025-04-01.pdf; Exhibit-B-Damac-Amendment-2025-12-15.pdf; Exhibit-C-Damac-PIR-2026-03-05.pdf; Exhibit-D-Contract-Amendment-Signed-by-Garcia-2025-04-01.pdf; Exhibit-E-Filfil-Email-to-Wasson-2025-04-01.pdf; 00-Damac-Written-Consent-of-Member-FINAL-SIGN.pdf

Ms. Wasson,

Thank you for your reply. I understand that you cannot disclose the details of this transaction to me, and I am not asking you to. I am writing so that Providence Title's file reflects, in writing, that the authority of anyone acting for Damac Investments, LLC in GF No. 13100025 is disputed by a member of record who is also the buyer's signatory on the contract — and to put Providence on notice before it acts on anything else.

1. I am the buyer's signatory, and your own file shows it. The Commercial Contract Amendment for the Granbury property (Exhibit "C", [REDACTED] effective March 28, 2025, is signed for the buyer, "Damac Investments &/or Assigns," by me: printed name Jonathan Garcia (Exhibit D). On April 1, 2025, at 2:33 p.m., Ms. Filfil emailed that document to you, Zach Peters, and Kevin Vader and wrote: "Please have your buyer Jonathan sign this asap." Mr. Peters forwarded it to me, I signed it, initialed the edits on page 1, and returned it the same afternoon (Exhibit E). You have held documentation of my role since that day.

2. The State's record matches. The Certificate of Amendment filed April 1, 2025 (SOS Document No. 1465837290002) — the same day I signed — adds "Member: JONATHAN GARCIA" to Damac's certificate of formation (Exhibit A).

3. Ms. Filfil is not on that filing. She does not appear on Damac's certificate of formation at all until the December 15, 2025 amendment (SOS Document No. 1542200210003) — the filing that purports to add her as "Member" and remove me (Exhibit B). No filing names her managing member or operating officer. The only document that calls her "Manager" is Damac's 2026 franchise tax report, filed March 5, 2026, which also lists as a current member a man who died on May 30, 2025 (Exhibit C).

4. I did not approve the December 15, 2025 amendment, sign it, or know of it. An amendment to a limited liability company's certificate of formation requires the affirmative vote of all of its members. Tex. Bus. Orgs. Code § 101.356(d). I was a member of record when it was filed. I dispute it, and my position is that it is void. A certificate of formation does not itself confer authority; it records what the members did. The members did not do this.

5. "&/or Assigns" is not an assignment, and I have made none. Those words permit the buyer — Damac, acting through a person with authority to bind it — to assign its rights. They do not permit a person without authority to assign Damac's position, and they do not assign anything by themselves. I have not assigned, and have not authorized anyone to assign, Damac's rights under this contract to any person or entity. Ms. Filfil wrote on November 25, 2025 that "all contracts are moved to bilateral energy." Any assignment, amendment, substitution of buyer or signer, or other instrument executed for Damac by Ms. Filfil or at her direction — including anything she signed as Damac's "Manager" on

September 2, 2026 — was executed without my authority, on the strength of a filing I dispute as false. I did not sign it, I did not authorize it, and I will challenge it as fraudulent.

6. What I ask of Providence Title:

- Note in the GF file that the buyer's signatory, a member of record, disputes Ms. Filfil's authority to act for Damac, disputes the December 15, 2025 amendment, and has not assigned or authorized any assignment of the contract.
- Do not close, fund, disburse, or accept any assignment, amendment, or substitution of buyer or signer in Damac's name without Damac's company agreement and a written consent of its members authorizing the transaction and the signer — and without my written consent to any change to the contract I signed.
- Refer this matter to Providence's underwriter and counsel.
- Preserve the complete GF file, including Ms. Filfil's April 1, 2025 email to you and every assignment, amendment, authority document, and communication received in connection with Damac.

7. Notice. An escrow agent owes the parties to the escrow a fiduciary duty — loyalty, full disclosure, and reasonable care in carrying out its instructions. *Trevino v. Brookhill Capital Resources, Inc.*, 782 S.W.2d 279, 281 (Tex. App.—Houston [1st Dist.] 1989, writ denied). Under Texas law, one who knowingly participates in another's breach of fiduciary duty becomes a joint tortfeasor, liable with the one who breached. *Kinzbach Tool Co. v. Corbett-Wallace Corp.*, 160 S.W.2d 509, 514 (Tex. 1942). That rule reaches each person who knowingly participates, not only the company. After this email, no one at Providence can say they did not know. If Providence closes, funds, or disburses on an assignment or authority I have disputed in writing, Damac and I will hold Providence, and each person who knowingly participated, responsible for the resulting loss, and will seek every remedy the law provides.

I am not asking you to take my word over anyone else's. I am asking that Providence not act on disputed authority without the documents that would resolve it.

Please confirm receipt of this email and that it has been placed in the file.

Jonathan Garcia
Member, Damac Investments, LLC
Jon.garcia.a@gmail.com | [REDACTED]

[Quoted copies of Ms. Wasson's September 21 email (Exhibit F) and Plaintiff's September 18 email omitted.]

Printed from the Gmail account of Jonathan Garcia (jon.garcia.a@gmail.com). Times shown in U.S. Central time. The original messages, with full headers and attachments, are preserved and available on request.

EXHIBIT I

Texas Real Estate Commission — License Holder Search, “Filfil, Sophia,” Broker or Sales Agent, all statuses — September 18, 2026

Wayback Machine x License Holder Search | TRE x +

trec.texas.gov/license-search/

TREC
TEXAS REAL ESTATE COMMISSION

TEXAS AMERICA 250

Site Search: **SEARCH**

REALM Portal Login
Apply · Renew · Pay · Manage

Home · Renew License · Become Licensed · Education · Public · Agency Information · REALM Portal Help

License Holder Search

Search Criteria

Name or License Number Filfil, Sophia	License Type Broker or Sales Agent	License Status All
---	--	--

SEARCH **RESET**

* In the "Name or License Number" field you can enter organization names or individual names, individual names are in the "last name, first name middle name" format.
** Partial values are allowed in all fields that allow text entry, for example "smith, j" will bring up all license holders whose last name ends smith and first name begins with j (ex. "smith, john" or "goldsmith, james").

No Matching Records

We were unable to locate any License Holders that matched the search criteria you provided.

Complaint Center
If you feel there has been a violation of The Real Estate License Act, or TREC rules
File a Complaint

Search Topic

Search

Contact Us
EMAIL: info@trec.texas.gov
1-800-690-6888
1200 North Main Street, Suite 1000
Austin, Texas 78701
www.trec.texas.gov

Follow Us **Find Us**

EXHIBIT J

gardenburedevelopment.com/about — captured Saturday, September 19, 2026

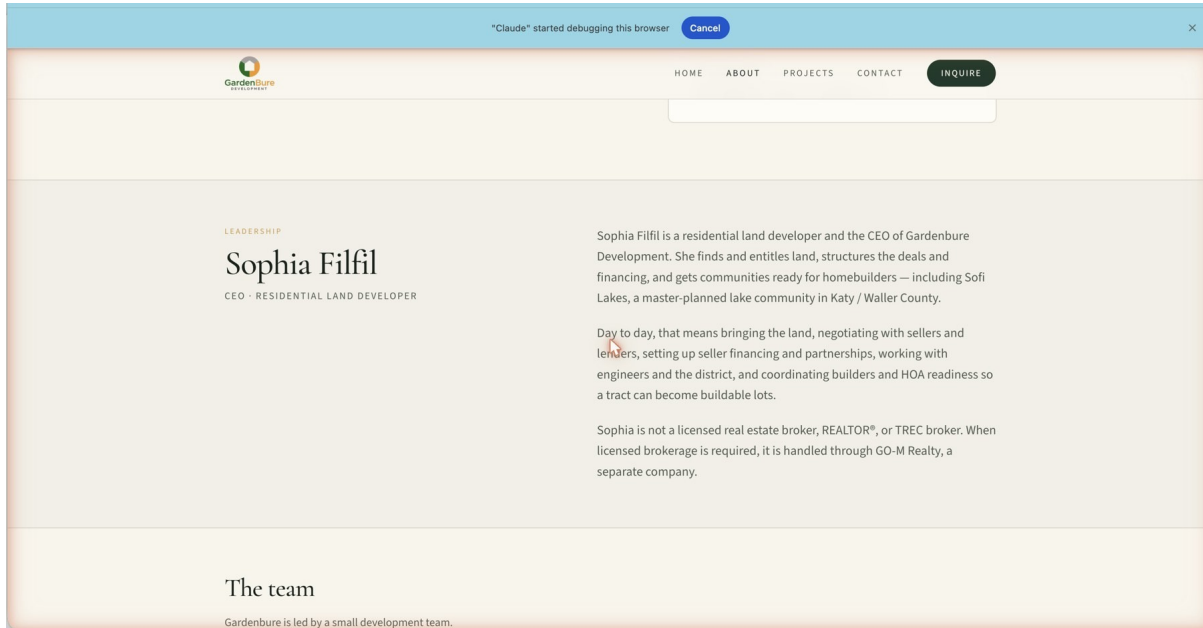


EXHIBIT K

Obituary of Nicholas Ballard Herman (“Nick”)

Published by Legacy Remembers, June 5, 2025

<https://www.legacy.com/us/obituaries/legacyremembers/nicholas-herman-obituary?id=58563401>

Identifying facts stated in the obituary: Nicholas Ballard Herman, known as “Nick,” of Houston, Texas; born [REDACTED], in Palacios, Texas; a certified public accountant and financial consultant; died May 30, 2025. The obituary lists his surviving wife and sons.

Following this page: pages 1–2 of the obituary as printed from Legacy.com on September 22, 2026. The remaining pages of the printout contain only guest-book entries and website content and are omitted.

[Herman](#) / [Nicholas Herman](#)



Nicholas Ballard Herman

1943 - 2025

[Send Flowers](#)

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Obituary

Guest Book 7

DIED

2025

Nicholas Herman Obituary

Published by Legacy Remembers on Jun. 5, 2025.

Nicholas Ballard Herman, known to all as "Nick", of Houston passed this life on earth May 30, 2025. He believed that God has a home for him, and for all of God's children, and he is looking forward to going there. Nick was born [REDACTED] in Palacios, Texas to Gilbert and Margaret Herman. Because of his father's military career, Nick traveled to Germany, Japan and many cities in Texas all through his childhood, finally settling in Corpus Christi, Texas where he graduated from Carroll High School. He attended Del Mar Junior College and continued to Texas A & I University in Kingsville, (now known as Texas A & M University at Kingsville) graduating with a BBA and CPA in 1967.

He started his career as a CPA, but because of his love for travel began his journey working as a Financial Consultant and continued his travels.

Nick is preceded in death by his parents, Gilbert and Margaret Herman, his son, Brad Herman and brother Wayne Herman. He is survived by his wife, Dee Herman, his friend and companion for 31 years of marriage, and sons, Randy

Herman and Jeff Herman and wife Lenny. In addition, Nick is survived by his sister, Anne Harrison and brothers Guy Herman, Michael Herman and Craig Herman and many nieces and nephews and two grandchildren.

Nick enjoyed traveling, dancing, tennis, attending sporting events and helping others. He donated his time whenever needed and was proud to volunteer his time and efforts to participate with the Palacios Preservation Association in "Saving the Luther Hotel". Nick was active on The Texas A & M University - Kingsville President's Leadership Council, Kingsville Athletic Department Javelina Advisory Council and Kingsville Alumni Board of Directors. He was also creator and sponsor of charitable funding group: "Funding for Children".

Dee will hold a memorial service for Nick at a time to be announced to friends and family. As per his wishes, Nick will be cremated and his remains placed at points that were important to him.

In lieu of flowers please consider a charitable donation to his alma mater: <https://www.javelinagiving.org/herman>; or a contribution in Nick's honor to a charity of your choice.

To plant trees in memory, please visit the [Sympathy Store](#).

Sign Nicholas Herman's Guest Book

Add a condolence...



7 Entries

Order Digital Guest Book



Thomas J Puff Esq July 28, 2026

Dee am so sorry to hear now of Nick's passing may 25..I was curious why he hadn't called 25 26..he was a dear

[See More](#)

[Share](#)



Truc Dang, Tri Hoang, and Jean Hoang June 16, 2025

I will never forget Nick's sweet (hoarsed. southern) voice when he occasionally called out Dee's name in our

[See More](#)

[Share](#)