

CAUSE NO. 2026-70357

622 SOFI LAKES, LP,	§	IN THE DISTRICT COURT OF
GO-M REALTY LLC, and	§	
DAMAC INVESTMENTS LLC, ¹	§	
Plaintiffs/Counter-Defendants,	§	
	§	
v.	§	
	§	
JONATHAN GARCIA,	§	
Defendant/Counter-Plaintiff/	§	
Third-Party Plaintiff,	§	
	§	
v.	§	
	§	
SOPHIA FILFIL,	§	
GARDENBURE	§	
DEVELOPMENT, LLC,	§	HARRIS COUNTY, TEXAS
UNITY GRID MANAGEMENT, LLC,	§	
54 ACORN RANCH, LTD.,	§	
56 YARA LAKES,	§	
SOPHIA FILFIL, as Trustee of	§	
THE BENEFICIAL TRUST,	§	
YAALX REALTY GROUP, LLC,	§	
ZACHARY PETERS,	§	
KEVIN VADER,	§	
TEXAS TOP REALTY, LLC d/b/a	§	
CENTURY 21 TOP REALTY,	§	
PROVIDENCE TITLE COMPANY,	§	
ZAZA LANDSCAPE,	§	
MARTIN FILFIL,	§	
MICHAEL LLOYD, and	§	
THE UNKNOWN HEIRS AND	§	
PERSONAL REPRESENTATIVE OF	§	
NICHOLAS BALLARD HERMAN,	§	
DECEASED,	§	
Third-Party Defendants.	§	515TH JUDICIAL DISTRICT

**DEFENDANT JONATHAN GARCIA'S ORIGINAL ANSWER, SPECIAL
EXCEPTIONS, VERIFIED DENIALS, AFFIRMATIVE DEFENSES,
COUNTERCLAIMS, AND THIRD-PARTY PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Jonathan Garcia (“Garcia”), appearing pro se, files this Original Answer, Special Exceptions, Verified Denials, Affirmative Defenses, Counterclaims against Plaintiffs, and Third-Party Petition against Sophia Filfil, Gardenbure Development, LLC, Unity Grid Management, LLC, 54 Acorn Ranch, Ltd., 56 Yara Lakes, Sophia Filfil as Trustee of The Beneficial Trust, Yaalx Realty Group, LLC, Zachary Peters, Kevin Vader, Texas Top Realty, LLC d/b/a CENTURY 21 Top Realty, Providence Title Company, Zaza Landscape, Martin Filfil, Michael Lloyd, and the unknown heirs and personal representative of Nicholas Ballard Herman, deceased, and respectfully shows:

¹ Garcia disputes that the claims asserted in the name of Damac Investments, LLC were authorized by Damac’s members. He uses Plaintiffs’ style of the case for identification only. See Parts IV and VII below.

I. PARTIES AND IDENTIFYING INFORMATION

1. Defendant and Counter-Plaintiff Jonathan Garcia is an individual residing in Orange County, Florida.

1A. Third-Party Defendant Sophia Filfil is an individual residing in Texas who controls each Plaintiff. She may be served at [REDACTED], [REDACTED], [REDACTED], or wherever she may be found. Third-Party Defendant Gardenbure Development, LLC is a Texas limited liability company controlled by Ms. Filfil, which may be served through its registered agent or through Ms. Filfil as its managing member, at [REDACTED], [REDACTED], or wherever it may be found. Third-Party Defendant Unity Grid Management, LLC is a Texas limited liability company controlled by Ms. Filfil, and Third-Party Defendant 54 Acorn Ranch, Ltd. is, on information and belief, a Texas entity controlled by Ms. Filfil, and Third-Party Defendant 56 Yara Lakes is an entity controlled by Ms. Filfil whose exact legal name and form are not yet known to Garcia, sued in its assumed or common name under Texas Rule of Civil Procedure 28; each may be served through its registered agent, or through Ms. Filfil as the person in control of it, wherever found, and Garcia will supplement their addresses for service. Third-Party Defendant Sophia Filfil is also sued in her capacity as trustee of the trust she has identified as “Sophia Filfil, Trustee For The Beneficial Trust” (the “Beneficial Trust”), and may be served in that capacity where she may be served individually. Third-Party Defendant Yaalx Realty Group, LLC is a Texas limited liability company licensed by the Texas Real Estate

Commission as a real estate business entity (License No. 9012600), whose stated office is [REDACTED]; it may be served through its registered agent or its designated broker. Third-Party Defendant Zachary Peters is an individual and Texas real estate broker (License No. 615447), the designated broker of Yaalx Realty Group, LLC, who may be served at [REDACTED], or wherever he may be found. Third-Party Defendant Kevin Vader is an individual and Texas real estate broker, the owner and broker of CENTURY 21 Top Realty, who may be served at 1334 Brittmoore Road, Suite 2309, Houston, Texas 77043, or wherever he may be found. Third-Party Defendant Texas Top Realty, LLC, doing business as CENTURY 21 Top Realty (“CENTURY 21 Top Realty”), is a Texas limited liability company, Texas Secretary of State File No. 0801578093, formed April 9, 2012, the real estate brokerage through which Mr. Vader acted; the Texas Real Estate Commission lists “Century 21 Top Realty” as an assumed name on its broker license, and its most recent public information report lists Kevin Vader and Melissa Shaw as its directors or owners. It may be served through its registered agent, United States Corporation Agents, Inc., at its registered office in Frisco, Texas, as shown in the records of the Texas Secretary of State. Third-Party Defendant Providence Title Company, Texas Secretary of State File No. 0800938331, is the title and escrow company for Damac’s purchase of the Granbury property (GF No. 13100025) and may be served through its registered agent, M. Suzanne Frossard, 700 Highlander Boulevard, Suite 340, Arlington, Texas 76015. Providence is joined solely as escrow agent and stakeholder so that the Court’s orders concerning the Granbury escrows will bind it; Garcia seeks no damages from Providence. Tex. R. Civ. P. 38, 39. Third-Party Defendant Zaza Landscape is a landscaping business based in Houston, Texas, operating at zazalandscape.com, sued in its assumed or common name under Texas Rule of Civil Procedure 28; Garcia will substitute its true legal name when confirmed. It may be served through its officer Martin Filfil or its registered agent. Third-Party Defendant Martin Filfil is an individual, the husband of Sophia Filfil and the listed Chief Operating Officer of Zaza Landscape, who may be served at [REDACTED], or wherever he may be found. Third-Party Defendant Michael Lloyd is an individual and the listed Chief Financial Officer of Zaza Landscape, who may be served wherever he may be found. Third-Party Defendants the unknown heirs and personal representative of Nicholas Ballard Herman, deceased, are joined solely because Mr. Herman, who died May 30, 2025, is listed in Damac’s public filings as a member,

and a declaratory judgment concerning Damac's membership must include all persons who claim an interest that would be affected, Tex. Civ. Prac. & Rem. Code § 37.006(a); Garcia seeks no other relief against them and will serve them as the Rules permit once identified, or by publication under Texas Rule of Civil Procedure 109 if they cannot be identified. Garcia joins them under Texas Rules of Civil Procedure 38, 39, 40, and 97(f). Garcia asserts these claims in his individual capacity only; he does not assert any claim belonging to 310 Capital LLC.

1B. Garcia intends that discovery be conducted under Level 3, Tex. R. Civ. P. 190.4. Garcia seeks monetary relief over \$1,000,000, and non-monetary relief. Tex. R. Civ. P. 47(c)(5).

2. A related action is pending: *Jonathan Garcia v. Sophia Filfil, Providence Title Company, and Damac Investments, LLC*, Cause No. 26DCV0903, in the 344th Judicial District Court of Chambers County, Texas (the "Chambers County Action"), in which Garcia seeks a declaration that he is a member of Damac Investments, LLC and that Sophia Filfil's claimed authority to act for Damac is void. A copy of Garcia's verified petition in that action, without its exhibits and with personal identifiers redacted, is attached as Exhibit 8. On September 25, 2026, the 344th District Court signed a Temporary Restraining Order in that action restraining Sophia Filfil, and those acting in concert with her, from executing, delivering, or filing any instrument in the name of Damac Investments, LLC; from assigning or transferring Damac's rights in the Granbury transaction; and from filing any document with the Texas Secretary of State on behalf of Damac. The order finds that Ms. Filfil's authority to act for Damac is disputed and rests on a Certificate of Amendment that Garcia has shown was not approved by all members as Texas Business Organizations Code § 101.356(d) requires. A copy is attached as Exhibit 13. Garcia gives notice of that action so the Court is aware of it, and reserves the right to seek abatement, consolidation, or other relief as to the overlapping Damac claims.

II. SPECIAL EXCEPTIONS

3. Garcia specially excepts to Plaintiffs' Original Petition under Texas Rule of Civil Procedure 91, and asks that Plaintiffs be ordered to replead within a time set by the Court, or that the defective claims be stricken:

(a) *Trade secrets not identified.* Plaintiffs' claim under the Texas Uniform Trade Secrets Act (Petition ¶¶ 20, 41–42) describes the alleged secrets only by broad category ("lot

inventory and pricing models,” “builder and client lists,” “login credentials”). Garcia cannot prepare a defense, and the Court cannot frame any injunction, without identification of each claimed trade secret with reasonable particularity.

(b) “*Affiliated companies*” *undefined*. Plaintiffs seek relief as to the websites, accounts, clients, and vendors of unnamed “affiliated companies” (Petition ¶ 51(i)–(ii)). Plaintiffs should identify each such company, each website, domain, and account they claim, and the basis of each Plaintiff’s claimed ownership.

(c) *Conversion of intangible property*. Texas does not recognize a claim for conversion of intangible property that is not merged into a document. Plaintiffs’ conversion claim (Petition ¶¶ 43–44) is based on domain names, hosting access, credentials, and website files, and fails as a matter of law as pleaded.

(d) *Damac’s capacity and authority*. The Petition asserts that Sophia Filfil is Damac’s “sole member” (¶¶ 4, 31) but pleads no facts showing how she became a member, what instrument or vote admitted her, or that Damac’s members authorized this suit. Plaintiffs should plead those facts.

III. GENERAL DENIAL

4. Under Texas Rule of Civil Procedure 92, Garcia generally denies each and every allegation in Plaintiffs’ Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction, and in any amendment or supplement to it, and demands strict proof of each by a preponderance of the evidence or such higher standard as the law requires.

5. Without limiting that general denial, Garcia specifically denies that Sophia Filfil is the sole member of Damac Investments, LLC; that he is not a member of Damac; that Damac’s members authorized this suit; that he misappropriated any trade secret; that he accessed any computer, network, or account without effective consent; that he converted any property; that he tortiously interfered with any contract or prospective relationship; and that Plaintiffs have suffered any damages caused by him.

5A. Plaintiffs’ Petition is contradicted by Plaintiffs’ own exhibits and is internally inconsistent:

(a) *Partnership “never finalized” versus a signed joint venture.* Plaintiffs’ claims rest on a Joint Venture Agreement signed for 310 Capital LLC by Garcia (Petition ¶¶ 12–19, 29; Exh. D). Yet the September 17, 2026 letter Plaintiffs attach as Exhibit C states that “the terms of the partnership were never finalized nor agreed to,” leaving a one-month independent contractor agreement as “the only effective contract.” Both cannot be true.

(b) *No demand by 622 Sofi Lakes, LP or Damac.* Plaintiffs plead that “Plaintiffs” made written demand before suit through Exhibit C (Petition ¶¶ 33, 50). Exhibit C was written for Sophia Filfil, Unity Grid Management, LLC, GO-M Realty, LLC, and Gardenbure Development, LLC. It was not written for 622 Sofi Lakes, LP or Damac, and neither made any demand on Garcia before suing.

(c) *Vendor, not employee.* Plaintiffs plead that the amounts Garcia and 310 Capital received were “vendor payments” that “compensated Garcia for services rendered” (Petition ¶ 16). That is an admission that Garcia worked as an independent contractor, which confirms his authorship of the creative works he made. See Part V(a). Ms. Filfil’s own messages contradict the “vendor” label: “You work i pay and give partnership.” (Exhibit 17.) Garcia did not issue invoices for the most recent payments Ms. Filfil made to him: on September 13, 2026 she announced the amounts and labels herself — “\$2500 for monthly contract Go M Realty,” “\$4000 10% share,” “Unity \$3000,” “Go M Realty \$2000,” and “Viewport 2000” — and wrote, “Ur deposit will show all These amounts,” without any invoice from him. Garcia did not bill his work as an ordinary vendor because Ms. Filfil had promised him equity in the projects; the occasional invoice he prepared, such as on April 17, 2026, was prepared because she asked for one and was split as she directed. Her after-the-fact references to “invoices” do not change what she promised. (Exhibit 34.)

(d) *Inconsistent dates.* Plaintiffs plead that Garcia “became unresponsive” beginning in August 2025 (Petition ¶ 22), yet also plead that he was given a written marketing assignment on September 29, 2025 (¶ 11), that the joint venture was to commence in October 2025 (¶ 12), and that he was invited as an administrator of Plaintiffs’ GoDaddy account on April 21, 2026 (¶ 22). Plaintiffs plead that his engagement was terminated on September 18, 2026 (¶ 44); their Exhibit C says September 17, 2026.

(e) *No sworn support.* The Petition is not verified, and no affidavit was filed with it. Plaintiffs withheld their Exhibits A and B.

(f) *Knowingly false statements.* Garcia alleges that Plaintiffs' statements that Ms. Filfil is Damac's sole member and that Garcia is not a member (Petition ¶¶ 4, 31) are knowingly false. The Texas Secretary of State's own records show that Garcia was added as a member on April 1, 2025; that the only filing removing him was signed by no member of Damac; and that Damac later reported a deceased man as a current member. Garcia bought Damac's domain name in his own account two days before the April 1, 2025 filing and remains its registrant. (Exhibits 1–3, 14–16.)

(g) *The sofilakes.com domain.* Plaintiffs plead that 622 Sofi Lakes, LP owns sofilakes.com (Petition ¶¶ 22, 43). On November 17, 2022, Garcia told Ms. Filfil, "I bought sofilakes.com," and she raised no objection; she then assigned him the website ("Sofi lakes website you handling right"). (Exhibit 19.)

5B. *The real dispute is Garcia's equity.* Garcia alleges that Ms. Filfil agreed that he would hold equity in her companies in exchange for his work, and that this suit is an effort to avoid delivering it. Plaintiffs' own pleading and Ms. Filfil's own messages (Exhibit 17) confirm the point:

(a) Plaintiffs plead that Garcia was to put "\$10,000.00 in equity ... into GO-M Realty" (Petition ¶ 15), an admission that Garcia was to hold an ownership interest in GO-M Realty.

(b) Plaintiffs plead that Garcia has a "ten percent share" in the M Realty joint venture's net assets (Petition ¶ 19).

(c) Plaintiffs' Exhibit C refers to "the pending partnership discussions" between Garcia and Ms. Filfil, which she then declared terminated.

(d) Garcia was added as a member of Damac on April 1, 2025, and removed on December 15, 2025 by a filing he never approved. (Exhibits 1, 2.)

(e) Plaintiffs filed this suit on September 22, 2026, within days after Garcia asserted his membership in Damac, challenged the December 15, 2025 Certificate of Amendment, and demanded Damac's governance and ownership records (Petition ¶¶ 31–32). Garcia

alleges that amendment was fraudulently filed and is a forgery, in that it purports to be the act of Damac and its members when its members did not authorize it: it falsely certified that Damac's members had approved it, when neither Garcia nor the deceased Nick Herman did, and it was signed not by any member of Damac but by Robin Jones of Registered Agents Inc. (Exhibits 2, 4.)

(f) Plaintiffs' own counsel drafted the Joint Venture Agreement on which Plaintiffs sue and offered to send it to Garcia (Exhibit 21), and was reviewing and revising Garcia's partnership agreements for GO-M Realty and Unity Grid Management in September 2026, eight days before suing him. (Exhibit 20.)

(g) Ms. Filfil promised Garcia equity in writing, project after project: "We will put you in partnership with the company 20%," which Garcia accepted ("Ok great!") (October 19, 2022 — a partnership in her development company, which she told Garcia in person included all of her projects, Sofi Lakes among them); "Laporte 10% equity partner, as I promised you"; "15% or 20% make ur mind" (April 30, 2026, GO-M Realty); "I will give u 20%" (July 25, 2026); "I m giving u go m 30 %"; and "Unity grid 30%." (Exhibit 17, pp. 83, 85–86 of this filing.)

IV. VERIFIED DENIALS

6. Pleading under Texas Rule of Civil Procedure 93, and as verified by the declaration below:

(a) *Rule 93(1)–(2) — Damac.* Garcia denies that Damac Investments, LLC has legal capacity to sue in this action through the persons who caused it to be filed, and denies that Damac is entitled to recover in the capacity in which it sues. Garcia was added as a member of Damac by Certificate of Amendment filed with the Texas Secretary of State on April 1, 2025 (Document No. 1465837290002). He did not vote for, sign, or approve any later amendment removing him, and has not authorized Damac to bring this suit or to retain counsel to bring it.

(b) *Rule 93(2) — Sophia Filfil's authority.* Garcia denies that Sophia Filfil is Damac's sole member or manager, and denies that she had authority to cause Damac to file this suit. The only public filing on which her claimed status rests is a Certificate of

Amendment filed December 15, 2025 (Document No. 1542200210003), which was not signed by any member of Damac and was not approved by the affirmative vote of all members as Texas Business Organizations Code § 101.356(d) requires. (Exhibits 1, 2.)

(c) *Rule 93(2) — the deceased member, Nicholas Herman.* The December 15, 2025 amendment also deleted Nicholas Ballard Herman (“Nick Herman”), a member of record of Damac, and certified that the amendment was approved as the Business Organizations Code and Damac’s governing documents require. Mr. Herman died on May 30, 2025, more than six months before that filing, and could not have approved it. On a member’s death, the member’s interest passes to his estate or heirs; Garcia knows of no approval given by any personal representative, heir, or successor of Mr. Herman. Then, on March 5, 2026 — after the amendment that deleted him — Damac’s franchise tax public information report was filed listing Mr. Herman as a current “Member” and Ms. Filfil as “Manager.” The December 2025 filing says Mr. Herman is no longer a member; the March 2026 filing says he is. Both cannot be true, and neither was signed by any member of Damac. (Exhibits 2, 3, 4.)

(d) *Rule 93(7) — execution of instruments.* To the extent any party relies on any amendment, extension, assignment, or other instrument concerning the Granbury property or Damac’s rights in it that is dated after December 15, 2025 and bears Garcia’s name or purported signature, including “Commercial Contract Amendment #1 - 7/22,” Garcia denies that he executed it or that it was executed by his authority. (Exhibit 25.)

V. AFFIRMATIVE DEFENSES

7. Pleading further, and in the alternative where necessary under Texas Rules of Civil Procedure 48 and 94, Garcia asserts the following defenses:

(a) Authorship and ownership of creative works. Garcia created logos, designs, and other creative works for the Sofi Lakes project as an independent contractor, not as an employee. Plaintiffs’ own exhibit describes his engagement as a “One-Month Independent Contractor Agreement” (Petition Exh. C). A copyright in a work created by an independent contractor belongs to its author unless transferred by a signed written instrument, 17 U.S.C. §§ 201(a)–(b), 204(a), and Plaintiffs plead no such instrument. Plaintiffs’ claims fail to the extent they rest on ownership of works Garcia authored. Ms.

Filfil knew it: on December 23, 2025 she signed and sent Garcia a “Termination and Relinquishment of Social Media Access and Rights” that would have had him relinquish his “ownership claims, content rights, [and] publishing rights” and declared the websites, code, and branding the companies’ “exclusive intellectual property.” Garcia refused to sign it (“Not signing anything until we talk”), and no other signed transfer exists. (Exhibits 36, 37.) Ms. Filfil’s own messages confirm Garcia’s authorship: she assigned him the Sofi Lakes website, pitch deck, and branding (“Sofi lakes website you handling right”); he built the Sofi Lakes designs in his own Figma files beginning December 18, 2022; she compared other logos to his (“What it’s nicer then yours”); when he told her “I designed this,” she answered “I thought it was ur team” and “I want to keep this design”; she repeatedly asked him for the Sofi Lakes and Rayyan logos (“Can u send me sofi lakes logo white one”; “Do you happen to have an .svg file for the Logo? Rayyan”); and Garcia told her, without contradiction, “I said I created the branding ... and it’s not AI by the way.” (Exhibit 19.)

(b) Federal preemption. To the extent Plaintiffs’ state-law claims seek to control the reproduction, display, or distribution of logos, website content, renderings, or other works of authorship, those claims are preempted by the Copyright Act, 17 U.S.C. § 301(a).

(c) No proprietary interest conferred by the Joint Venture Agreement. Plaintiffs rely on Paragraph 10 of the Joint Venture Agreement, which provides that nothing in it confers on any joint venturer “any propriety interest in ... the business assets” of another (Petition ¶ 18, Exh. D). By its terms that provision applies equally to Plaintiffs, and conveys to them no interest in works or assets that were not theirs. Exhibit A to that agreement allocates rights among the joint venturers “[i]n the event of a dissolution”; Plaintiffs do not plead that Garcia individually is a party to that agreement.

(d) Consent and authorization. Plaintiffs plead that Garcia was entrusted with the Project websites and their administration, and that on April 21, 2026 he “accepted an invitation to become an administrator of Plaintiffs’ GoDaddy account” (Petition ¶¶ 11, 22). Access given by invitation is access with effective consent, and defeats Plaintiffs’ claims under Texas Civil Practice and Remedies Code § 143.001 and for conversion.

(e) Justification and privilege. Garcia’s communications with the persons named in the Petition, including the September 21, 2026 notice of anticipated litigation and litigation hold sent to Kevin Vader (Petition ¶ 25), were made in good faith in the exercise of his own legal rights, including his rights as a member of Damac, and in contemplation of judicial proceedings that were in fact filed. Those communications are justified and privileged.

(f) Covenant not to sue. Exhibit A to the Joint Venture Agreement on which Plaintiffs rely provides that the “Joint Venturers agree not to sue one another for any alleged non-performance of responsibilities.” To the extent GO-M Realty LLC’s claims arise from the joint venture relationship, they are barred.

(g) Estoppel, waiver, and ratification. Under the doctrine of quasi-estoppel, a party may not take a position inconsistent with one from which it accepted a benefit. *Lopez v. Munoz, Hockema & Reed, L.L.P.*, 22 S.W.3d 857, 864 (Tex. 2000). Ms. Filfil presented Garcia to the seller’s broker, the buyer’s broker, and the title company as “your buyer Jonathan” and as Damac’s Member, and took the benefit of his signatures; she and the Plaintiffs she controls may not now deny that status. (Exhibits 6, 25.) Sophia Filfil, who controls Plaintiffs, promised Garcia equity in writing for four years (Exhibit 17), told Garcia that he owned Damac and had him sign Damac’s buyer’s contract for the Granbury property and related corporate documents, without ever giving him a copy of them; described him in writing on April 1, 2025 as “your buyer”; and wrote on November 25, 2025, copying Garcia, that he “is my partner in this project.” She also told Garcia she could not sign for the buyer herself because she was acting as the agent in the transaction, although she holds no Texas real estate license — while her website told the public she was “a licensed real estate broker,” a statement removed the day after Garcia objected to it in writing. (Exhibits 5–7, 9–12.) Plaintiffs are estopped from denying the status they represented and relied on.

(h) Unclean hands. Plaintiffs seek equitable relief. They are not entitled to it because Damac’s claims rest on a Certificate of Amendment that falsely certified member approval Garcia never gave, and because Garcia’s member address of record on the April 1, 2025 filing was entered as the office of Plaintiffs’ own counsel, [REDACTED]

Drive, Suite 700, Houston, Texas 77084, where notices to him as a member would not reach him; and because Damac's later filings deleted a member who had died months earlier, under a certification of member approval he could not have given, and then listed that deceased man as a current member. Garcia alleges these filings were procured by fraud and forgery, and that routing his member address to Plaintiffs' counsel's office kept him from learning of them. (Exhibits 1–4.)

(i) Offset and recoupment. Any recovery by Plaintiffs must be reduced by all amounts owed to Garcia for his services and his interests.

(j) Another action pending. Damac's claim for declaratory relief (Petition ¶¶ 47–49) concerns the same membership dispute pending in the Chambers County Action, in which the court has already entered a temporary restraining order restraining Ms. Filfil from acting in Damac's name. (Exhibit 13.)

(k) Limits on exemplary damages. Any award of exemplary damages is subject to Chapter 41 of the Texas Civil Practice and Remedies Code, including § 41.008, and to the due-process limits of the United States and Texas Constitutions.

VI. RESERVATION OF RIGHTS

8. Nothing in this pleading is an act, instrument, or representation made in the name of Damac. Garcia states his position on Damac's membership in this Court and in the Chambers County Action, Cause No. 26DCV0903, which that court abated on October 2, 2026 pending the disposition of this case; Plaintiffs themselves have placed that question at issue here (Petition ¶¶ 47–48). The temporary restraining order the Chambers County court signed on September 25, 2026 to protect the Granbury escrow was vacated by that abatement order, and no order now protects the escrow; Garcia has therefore applied to this Court for a temporary restraining order and temporary injunction (Filing 66) and for a temporary injunction, accounting, and preservation concerning Sofi Lakes funds (Filing 68), and reserves the right to apply for a temporary receiver for Damac. Concurrently with this pleading, Garcia has moved to dissolve or modify the Temporary Restraining Order signed in this case on September 24, 2026 (Filing 39) and to disqualify Plaintiffs' counsel (Filing 38). Garcia reserves the right to amend this pleading; to challenge counsel's authority to appear for Damac under Texas Rule of Civil Procedure 12; to move to lift the abatement in the Chambers County Action; to seek discovery of every notice,

mail item, and communication addressed to Garcia or to Damac at [REDACTED], Suite 700, and of who selected that address; to obtain preservation and production of all Granbury transaction files — broker and commission agreements (including “Yalax Exhibit A”), Information About Brokerage Services forms and intermediary consents, commission disbursement instructions, settlement statements, all contracts and amendments, and any resale or assignment agreements; to assert claims under 18 U.S.C. § 1964(c) based on the use of the mails and wires described in Part VII; to seek leave to maintain, without using, the domain registrations held in his own account so that they do not lapse; and to add parties, including the true legal names of parties sued in their assumed or common names, as discovery reveals them.

VII. COUNTERCLAIM FOR DECLARATORY JUDGMENT

9. Garcia asserts this counterclaim against Damac Investments, LLC, as it has appeared in this action, subject to his position that the same controversy is pending in the Chambers County Action, and to the extent Texas Rule of Civil Procedure 97(a) may require it to be asserted here. Garcia asks that Sophia Filfil, who claims an interest that the declarations would affect, be joined under Texas Rules of Civil Procedure 39 and 97(f) and Texas Civil Practice and Remedies Code § 37.006(a). The unknown heirs and personal representative of Nicholas Ballard Herman, deceased, a member of record of Damac, are joined as nominal third-party defendants so that the declarations will bind any interest they claim; Garcia seeks no other relief against them.

A. Facts

10. Damac Investments, LLC was formed as a Texas limited liability company on October 21, 2022 (Texas Secretary of State File No. 804779451).

11. Beginning in March 2025, Sophia Filfil asked Garcia to sign contracts and company documents for Damac as a member, including the buyer’s documents for Damac’s contract to purchase real property in Granbury, Hood County, Texas, and in August 2025 the engineering agreement for that project with Civil & Environmental Consultants, Inc. She told Garcia he owned Damac and would participate in the project. Her own messages show it. Before a call with the seller in December 2024 she told him, “Dr reddy call you are builder relation authorized person.” On March 31, 2025, after Garcia sent her Damac’s company information, she wrote, “Change it to your name,” and he answered, “Ok.” On April 1, 2025 she set up a Damac email

account for him (“Google workspace Email ID user created Username: jonathan@damacinvestments.us”), wrote to the brokers and the title company, “Please have your buyer Jonathan sign this asap,” and, when her broker asked for Garcia’s title, Garcia answered “Put Member” and signed. She later called him “my partner in this project” (November 25, 2025); on the day he was fraudulently removed she wrote, “Connor will be sending documents for u to sign for 500k ... For Granbury” (December 15, 2025); and on June 16, 2026 she told him, “U are the only one going to make money on Granbury.” (Exhibits 6, 7, 17, 25, 26, 30.)

12. Garcia purchased the domain name damacinvestments.org in his own GoDaddy account on March 30, 2025 — two days before the April 1, 2025 amendment adding him as a member of Damac — together with Microsoft 365 email for the domain, including jonathan@damacinvestments.org. Both have been renewed in his account, most recently on March 30 and 31, 2026. The domain remains registered in Garcia’s own GoDaddy account. (Exhibit 14.) The domain registration record for damacinvestments.org confirms that it was registered on March 30, 2025 at 20:48 UTC — the same minute as Garcia’s GoDaddy order receipt — and that its registration now runs through March 30, 2027. (Exhibit 15.) GoDaddy’s registration settings for the domain list the registrant as “Jon Garcia,” at Garcia’s Orlando address and email. (Exhibit 16.) The domain is not named in the Temporary Restraining Order signed in this action on September 24, 2026, and it is registered to Garcia, not to any Plaintiff.

13. Ms. Filfil told Garcia 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, whose certificate of formation names Ms. Filfil as a managing member. Ms. Filfil holds no Texas real estate license. (Exhibit 9.) Yet on September 18, 2026, her company’s website, gardenburedevelopment.com, stated on its “Who is Sophia Filfil?” page that she “is a licensed real estate broker.” Garcia viewed and captured that page that day, and it was archived the same day at the Internet Archive. (Exhibit 11.) On September 18, 2026, Garcia sent written notice to Ms. Filfil’s counsel and to Zach Peters, the broker of Yaalx Realty Group, LLC, identifying the statement as false and demanding that it stop. By the next day, September 19, 2026, that page had been taken down and returned “That page is not on this site,” and the website’s About page had been rewritten to state that she “is not a licensed real estate broker, REALTOR®, or TREC broker.” (Exhibits 10, 12.)

14. On April 1, 2025, Ms. Filfil emailed the contract amendment to the seller's side and to Providence Title Company and wrote, "Please have your buyer Jonathan sign this asap." Garcia signed it for the buyer that afternoon. (Exhibits 5, 6.) The same day, a Certificate of Amendment was filed with the Secretary of State adding to Damac's certificate of formation: "Member: JONATHAN GARCIA," listing as his address the office of Plaintiffs' counsel. (Exhibit 1.)

15. The address entered for Garcia on that filing — [REDACTED], Suite 700, Houston, Texas 77084 — is the office of Doré Rothberg Law, the firm that represents Plaintiffs and Ms. Filfil in this action. Garcia did not prepare that filing, did not provide that address, did not authorize its use, and has never had an address there. He has never received any notice, mail, or company communication sent to him as a member of Damac at that address. On information and belief, notices and mail addressed to Garcia as a member of Damac were delivered to that address and were not forwarded to him, so that he had no notice of the fraudulent December 15, 2025 amendment that purported to remove him.

16. On November 25, 2025, Ms. Filfil wrote to the project engineer, copying Garcia, that he "is my partner in this project," and that "Bilateral is the buyer for us. ... All contracts are moved to bilateral energy." (Exhibit 7.)

17. Over four years, Ms. Filfil promised Garcia equity and partnership in writing, by iMessage, again and again, identifying the company in most of them. Among other messages: on October 19, 2022, "We will put you in partnership with the company 20%. Is this good!" ["the company" being Ms. Filfil's development company, through which she develops Sofi Lakes and her other projects — Ms. Filfil told Garcia in person that this 20% partnership included all of her projects; the message names no single project, and that day's messages concern Garcia's financing and capital-raising work across her ventures] — to which Garcia replied, "Ok great!"; on November 10, 2022, "Sofi lakes and u get equity" [Sofi Lakes]; on November 19, 2022, "I m putting u in Sofi lakes small piece of the pie as partner" [Sofi Lakes]; on February 3, 2023, "Laporte 10% equity partner, as I promised you" [Laporte project]; on August 30, 2023, "Official life time business partners"; on July 30, 2025, "Don't waste time getting license. U are getting profit share" [GO-M Realty sales]; on August 27, 2025, "My word is enough to give u 10%" and "Le is 10% Kevin is 10% Jon is 10% Investors Melissa is 35% Me 35%," followed by

“That’s the partner I had to bring a investor to fund the go m realty” [GO-M Realty]; on August 29, 2025, “if u dont work, u still have 10%” [GO-M Realty]; on September 30, 2025, “So I Will just give u the ownership with my llc” [her LLC, in a discussion of GO-M Realty’s broker]; on October 10, 2025, “Because you have 15%” [GO-M Realty]; on February 27, 2026, “Can you do recruiting for ur 10% equity” [GO-M Realty]; on April 30, 2026, “I will send you partnership for unity grid” [Unity Grid Management] and “N revised share Jv partnership go m realty ... 15% or 20% make ur mind” [GO-M Realty]; on July 25, 2026, “I m going to bring u CEO for go m ... I will give u 20%” [GO-M Realty]; and on August 30, 2026, “I m giving u go m 30 %” and “30% is u” [GO-M Realty], “Unity grid 30%” [Unity Grid Management], and “You work i pay and give partnership.” (Exhibit 17.)

18. Ms. Filfil also directed Garcia’s work on Damac and the Granbury project by iMessage. On March 30, 2025, she sent him “Granbury” and “Damacinvestment,” and he replied, “I got damacinvestments.org.” On April 1, 2025, she created a Damac email account for him, “jonathan@damacinvestments.us,” and he replied, “Put Damac Investments LLC Texas.” On December 16, 2025 — the day after the fraudulent amendment removing him was filed — she asked him, “What company do You want to Jv for Granbury.” On June 16, 2026, she wrote, “U are the only one going to make money on Granbury.” On September 2, 2026, after Garcia wrote “just give me my Granbury money,” she replied “Granbury in writing,” “Granbury with notized,” and “Your Granbury sent.” (Exhibit 17.)

19. Ms. Filfil also promised Garcia partnership in her other projects. On February 3, 2023, she wrote, “I have put ur name in one of the projects,” “Laporte 10% equity partner, as I promised you,” and “So I can get the partnership agreement done” [Laporte]. On September 20, 2023, she wrote, “I will have partnership agreement for Delaney ready And yara lakes” [Delaney, in Hitchcock, and Yara Lakes]. From the start she assigned Garcia the Acorn Ranch marketing along with Sofi Lakes (“sofi lakes pitch deck - Acorn ranch pitch deck,” November 18, 2022), later wrote that “Sofi lakes leads will be used for acorn ranch,” and asked him to “focus on marketing seo social media, and arc and websites” while she focused on “development For Acorn ranch azhule.” On August 30, 2026, she listed “Unity grid Go m Sofi lake Acorn ranch,” and wrote, “I promised u and need to Complete it asap,” “I have u a written Paper,” and “Acorn is starting October” [Acorn Ranch]. Plaintiffs’ own Exhibit D likewise lists “Acorn

Ranch Ltd.’s houses” and “Azhules’s homes” among the business the venture would generate. (Exhibits 17, 19; Petition Exh. D, Exh. A.)

20. Ms. Filfil holds property through a trust she has identified as “Sophia Filfil, Trustee For The Beneficial Trust.” On September 20, 2023, she described the Sofi Lakes funding structure to Garcia: “Partners are Beneficial trust ... Distributed to lp Sofi lakes phase one Lp ... Which will then be distributed to the Sofi lakes Llc project Beneficial right now.” Ms. Filfil told Garcia, at her home, that she could give him a partnership in Sofi Lakes through her trust; when she later denied it, Garcia wrote on September 14, 2026, “This is a lie. You said you could at your home. Via your trust.” (Exhibit 17.)

21. The Granbury purchase was brokered through Yaalx Realty Group, LLC. In March and April 2025, Zachary Peters transmitted the Granbury purchase instruments to Garcia at Ms. Filfil’s direction for signature as Damac’s member, including the instrument Garcia signed on April 1, 2025. Ms. Filfil told Garcia she could not sign for the buyer because she was acting as the agent in the transaction, and she held herself out as the owner of Yaalx Realty Group, LLC and as a licensed real estate broker, operating from [REDACTED], [REDACTED] — her residence and the brokerage’s stated office. She holds no Texas real estate license and is not a licensee of Yaalx Realty Group, LLC or of the similarly named Yaalx Real Estate LLC, which has a different designated broker. (Exhibits 9–12, 17, 23.)

22. On September 14, 2026 — eight days before this suit was filed — Ms. Filfil wrote to Mr. Smith and Ms. Caesar-Ayure of Doré Rothberg Law, in a thread copying Garcia, “I submitted the partnership agreements for GO-M Realty and Unity Grid Management two weeks ago,” and Ms. Caesar-Ayure replied to Ms. Filfil and Garcia, “I want to apologize for the delay on our part in processing the requested review and revisions of the partnership agreements for Go-M Realty and Unity Grid Management.” (Exhibit 20.)

23. Doré Rothberg Law itself drafted the Joint Venture Agreement on which Plaintiffs now sue. On October 3, 2025, Lara Hall, an associate attorney at Doré Rothberg Law, copying Mr. Smith, sent Ms. Filfil “drafts of a modified Company Agreement and the potential Joint Venture Agreement” for GO-M Realty and M Realty, and offered to forward them to “Le Nguyen, Kevin Vader, and Jonathan Garcia”; Ms. Filfil forwarded them to Garcia the next day.

On October 6, 2025, Ms. Filfil wrote to Kevin Vader, copying Garcia, Ms. Hall, and Mr. Smith, “please ensure that Jon signs the JV partnership agreement.” (Exhibit 21.)

24. Ms. Filfil’s development projects on which Garcia worked include Sofi Lakes (including Phase 1 and Sections 3 and 4), 54 Acorn Ranch, 56 Yara Lakes, Delany Residential in Hitchcock, Laporte, Azhules, Zaza Homes, a 24-acre tract in Giddings, and the Granbury Data Center. On December 4, 2025, Ms. Filfil’s digital-marketing vendor wrote to Garcia, at her request, about “her two other development projects, 54 Acorn Ranch and 56 Yara Lakes”; and on March 28, 2026, in answer to Garcia’s request for “the projects we are currently working on,” Ms. Filfil’s colleague Jin Jung listed “Sofi Lakes Phase 1 Construction Administration,” “Sofi Lakes Section 3 & 4,” “Acorn Ranch,” “Delany Residential,” and “Granbury Data Center.” (Exhibits 17, 22.)

25. Gardenbure Development, LLC is Ms. Filfil’s development company. She told Garcia, “Whatever you spend please get the invoice under GardenBure development llc” (November 19, 2022); when checking “all my LLC” on April 2, 2025, she listed “Yaalx realty group,” “Yaalx real estate,” and “GardenBure llc”; and on July 22, 2025, she wrote of a property that “GardenBure llc owns it now.” The website that falsely described her as “a licensed real estate broker” was gardenburedevelopment.com. (Exhibits 10–12, 23.)

26. Ms. Filfil identified Yaalx Realty Group, LLC as one of “all my LLC” (April 2, 2025), and used it and its broker, Zachary Peters, to handle the Granbury paperwork: “I ask Zach to get contract” (February 24, 2025); “Zach is sending u information ... His trying to test ur email” (March 31, 2025). She told Garcia to keep “All work for sofi lakes separately M realty Yaalx realty group Separate” (July 23, 2025), and on September 14, 2026 she told Plaintiffs’ counsel, copying Garcia, that “yaalx realty group” would pay Garcia’s Viewport Engineering website invoice “because I m not owner of viewport engineering.” (Exhibits 23, 24.) That statement is not true. On April 17, 2026, when Garcia sent Ms. Filfil his invoice for website work, she directed him to “separate the invoice into two distinct company entries”; he re-sent it as “Invoices_UGM_and_Viewport.pdf”; and that afternoon Ms. Filfil texted him, “Martin is sending you Viewport engineering” — Martin Filfil being her husband — and when Garcia asked what Martin was doing in the firm, she answered, “Management.” Minutes later Viewport Engineering LLC paid Garcia’s company \$1,000, followed by \$500 the next morning. She later

wrote that “Unity grid and viewport is just starting with zero income” (April 29, 2026); that “We do for three months to cover viewport” and “Viewport is separate,” “I fund as equity” (August 30, 2026); and, the day before her email to counsel, “I will be depositing ... Viewport 2000” (September 13, 2026). A person who funds Viewport “as equity,” has her husband manage and pay its bills, and lists its payments among her own deposits is not a stranger to it. A person who directs how an invoice to Viewport Engineering is prepared and then has Viewport pay it the same day controls Viewport’s payments — and her later claim that she is “not owner of viewport engineering,” made to Plaintiffs’ counsel while routing the payment through Yaalx Realty Group instead, is one more example of Ms. Filfil using her companies interchangeably and saying whatever suits the moment. (Exhibit 34.) Her same email says the Viewport “invoice for this was never sent” — yet she had directed the April 17, 2026 invoice split between Unity Grid and Viewport herself, and the September 2026 payments she announced came with no invoice from Garcia at all.

27. Ms. Filfil arranged the Granbury transaction so that people tied to her stood on both sides of it. The seller was Dr. Malladi Reddy and his family; on December 5, 2024 she wrote Garcia, “Dr reddy signed the contract.” Yaalx Realty Group, LLC — one of “all my LLC” — and its broker, Zachary Peters, who signs as “Broker | Yaalx Realty Group” and addresses her as “YLX Sophia Filfil,” worked with the seller. The buyer was Damac, with Garcia as its signing Member, and Ms. Filfil told Garcia on March 31, 2025, “Your broker is Kevin Vader.” Mr. Vader, the owner and broker of CENTURY 21 Top Realty, was at the same time Ms. Filfil’s business partner: “Kevin is 10%” (August 27, 2025); “Kevin Vader 39%” (August 30, 2026). (Exhibits 17, 25, 26.)

28. On March 31, 2025, Mr. Peters emailed Ms. Filfil “Bullet points for Kevin to add to extension packet,” stating that if the buyer failed to close it would hand the seller feasibility results “current worth approx \$1.5 million,” attaching an “Exec Intent Letter – Damac.” That afternoon Mr. Vader, the buyer’s broker, wrote to the seller’s son, copying Mr. Peters and Ms. Filfil: “Going forward it will be best to communicate requests through Sophia and Zach. I certainly want to keep them informed with any communication that I have and be respectful of their client relationship with you,” attaching a document titled “Yalax Exhibit A.” Ms. Filfil forwarded both emails to Garcia. (Exhibit 25.)

29. That night Ms. Filfil texted Garcia, “My buyer will close in August or September”; when he asked which deal, she answered “Granbury,” then wrote, “We need to just get Dr reddy out off the way” and “I m getting ur email done.” The next morning, April 1, 2025, Mr. Peters sent Garcia the Damac feasibility exhibit for a wet signature; Garcia replied, “Title should be Member or Manager. Ask Sophia,” and then, “Put Member”; Mr. Peters sent the “updated form,” copying Ms. Filfil, and Garcia signed and returned it. That afternoon Ms. Filfil wrote to Mr. Vader, Mr. Peters, and the title officer, “Please have your buyer Jonathan sign this asap.” (Exhibits 6, 25, 26, 27.)

30. On April 2, 2025, when Garcia asked whether Granbury was a long-term deal, Ms. Filfil answered, “But we are making only little about 30 million,” and, when he said “Quick flip,” replied “Buy selling,” “Up,” “Yup,” “September,” “No builder,” and “Data center.” (Exhibit 26.)

31. On December 15, 2025 — the day the fraudulent Certificate of Amendment removing Garcia from Damac was filed — Ms. Filfil texted him, “Connor will be sending documents for u to sign for 500k,” “For Granbury.” Three days later, on December 18, 2025, Mr. Peters sent Garcia an electronic signature request for “Commercial Contract Amendment #1 - 7/22” on the Granbury contract. Garcia did not open or sign that request. Any Granbury document dated after December 15, 2025 that bears Garcia’s name was not signed by him or with his authority. (Exhibit 25.) (Exhibits 2, 25, 26.)

32. On September 29, 2026, Ms. Filfil produced for the first time a purported “Operating Agreement of DAMAC Investments, LLC” as the basis for her claimed control of Damac. (Exhibit 33.) It contradicts the public record and her own positions: (a) it is dated October 21, 2022 and lists her as Damac’s 100% member, yet on December 15, 2025 a certificate of amendment had to be filed adding “Sophia Filfil, Title: Member”; (b) it ignores the April 1, 2025 certificate of amendment adding “Member: JONATHAN GARCIA”; (c) the December 15, 2025 amendment was signed by no member, but certifies approval “in the manner required by the Texas Business Organizations Code,” which required Garcia’s vote, Tex. Bus. Orgs. Code § 101.356(d); (d) Damac’s March 5, 2026 Franchise Tax Public Information Report names her as “Manager” and lists Nick Herman — who died May 30, 2025 — as a current “Member,” while the agreement lists no member but her; (e) Plaintiffs plead here that she is Damac’s “sole

member,” in Chambers County she called herself its “only Manager of record,” and the agreement names “Beneficial Trust c/o Sophia Filfil” as manager and is signed by her only as “Chief Operating Officer,” an office the agreement does not create; (f) she told the brokers and the title company to “have your buyer Jonathan sign,” presented Garcia to the seller’s family as Damac’s buyer representative, and called him “my partner in this project”; and (g) Garcia never saw, signed, or received the agreement before September 29, 2026. (Exhibits 1–4, 6, 7, 30, 31, 33.)

33. Ms. Filfil introduced Garcia to the seller’s family — Dr. Malladi Reddy and his son, Ashoke Reddy — as the buyer representing Damac. In December 2024 she arranged a call with Dr. Reddy and told Garcia, “you are builder relation authorized person,” and identified the purchasing company as “Damac investments.” On March 31, 2025 she sent Garcia Ashoke Reddy’s contact information and asked Garcia to call him with her; on April 1, 2025 Garcia texted Ashoke Reddy, and she coached him on how to present himself to the seller’s family as Damac’s side of the deal: “Be the king,” “You are capital investment person,” “You work with family officers,” “To get project funding,” and “You can send this to Ashoke, funding source.” That same day she created a Damac email account in his name, “jonathan@damacinvestments.us.” (Exhibit 30.)

34. Exhibit 31, a one-page summary of record evidence under Texas Rule of Evidence 1006, connects these facts: on April 1, 2025 alone, Garcia signed as Damac’s “Member” at Ms. Filfil’s broker’s request, Ms. Filfil told the brokers and the title company to “have your buyer Jonathan sign,” the Secretary of State filing listing “Member: JONATHAN GARCIA” was made, and she coached him for the seller’s son as Damac’s funding side. She called him “my partner in this project” in November 2025, fraudulently removed him without his signature on December 15, 2025, and the same day asked him to sign \$500,000 in Granbury documents. On September 21, 2026, Providence’s escrow officer wrote that “Sophia Filfil is the managing member and operating officer of the company.” (Exhibits 31, 32.)

35. In an in-person conversation before this suit was filed, Ms. Filfil told Garcia that she could not put her own name on Zaza Landscape, a landscaping company of her husband, Martin Filfil, and that she would use it to make money from the Sofi Lakes project. She had asked Garcia in 2024 to prepare a pitch deck for a “landscape and design company”; she told him on

August 2, 2025, “I am doing the landscaping work” at Sofi Lakes; and on August 7, 2026 she referred to a landscape trade-show booth “For Zaza landscape.” Mr. Filfil shared Sofi Lakes project files with Garcia from July through September 2026. (Exhibit 28.) Zaza’s website, captured October 5, 2026, states that it was “established in 2024” in Houston, serves “Developers” and “Builders,” and lists its team as Martin Filfil, Chief Operating Officer; Michael Lloyd, Chief Financial Officer; and “Zack Peters,” Chief Operating Officer (zach@zazalandscape.com) — the same Zachary Peters who is the broker of Ms. Filfil’s brokerage, Yaalx Realty Group, LLC, and a third-party defendant here. (Exhibit 29.) Given Ms. Filfil’s statement to him, Garcia alleges on information and belief that Ms. Filfil controls Zaza Landscape through her husband and Mr. Peters, and that the arrangement routes money from the Sofi Lakes project — including development costs to be reimbursed through public improvement or municipal utility district bonds — to her indirectly, diminishing the value of the Sofi Lakes interest she promised Garcia.

36. Unity Grid Management, LLC is Ms. Filfil’s homeowners-association management company for Sofi Lakes (“Unity grid management LLC,” April 8, 2026). Garcia built its website (“Eta on unity grid website?” — “It’s 95% done”). Garcia also built Unity Grid’s HOA mobile application for iPhone. On August 16, 2026 he told Ms. Filfil, “I built the Unity HOA app on iPhone” and “I should be on app store in a week”; the next day he sent her the Apple TestFlight invitation to install it; she installed and used it, sending him screenshots, and demonstrated it to others; and that evening she wrote, “Thank you fo being a good partner” and “A partner that gets things done without issues.” On September 13, 2026 she listed “Update Unity App” among the payments she said she would make to him. (Exhibit 35.) Ms. Filfil promised him a partnership in it (“I will send you partnership for unity grid”; “I have Unity grid partnership ready”; “Unity grid 30%”), wrote that she funds it “as equity loan,” and told Plaintiffs’ counsel on September 14, 2026 that for Unity Grid “work was done, more than invoice amount.” (Exhibits 17, 23, 24.) That “invoice” language is hers, not his. Garcia did not issue invoices for the most recent payments Ms. Filfil made to him: on September 13, 2026 she announced the amounts and labels herself — “\$2500 for monthly contract Go M Realty,” “\$4000 10% share,” “Unity \$3000,” “Go M Realty \$2000,” and “Viewport 2000” — and wrote, “Ur deposit will show all These amounts,” without any invoice from him. Garcia did not bill his work as an ordinary vendor because Ms. Filfil had promised him equity in the projects; the occasional invoice he prepared,

such as on April 17, 2026, was prepared because she asked for one and was split as she directed. Her after-the-fact references to “invoices” do not change what she promised. (Exhibits 17, 34.)

37. Ms. Filfil kept treating Garcia as her partner and an equity holder after she fraudulently removed him from Damac on December 15, 2025. On January 30, 2026 she asked whether he was “still going to work with us,” and wrote, “To remain partner it’s ur duties to perform” and “Continues Performance.” On February 27, 2026 she asked, “Can you do recruiting for ur 10% equity,” and on March 1, 2026, about GO-M Realty, “I will send u everything.” (Exhibit 36.)

38. On December 23, 2025 — eight days after she fraudulently removed him from Damac through the December 15 amendment — Ms. Filfil signed and sent Garcia, through DocuSign, a “Termination and Relinquishment of Social Media Access and Rights” on behalf of “Garden Bure Development, LLC, Sofi Lakes, LLC, Rayyan Water TX, LLC, and Go-M Realty, LLC.” It called Garcia the “Former Administrator”; would have had him “irrevocably relinquish[], waive[], and surrender[]” any “ownership claims, content rights, [and] publishing rights” in the companies’ social-media and digital accounts; would have “vested solely in Sophia Filfil” all ownership and control of them; demanded that he deliver the “source code, repositories, ... domain registrar accounts” and other materials for sofilakes.com, gardenburedevelopment.com, rayyanwatertx.com, and go-mrealty.com; and declared that “[a]ll content, branding, ... website code, databases, and digital assets are the exclusive intellectual property of the Companies.” That evening Garcia replied, “Not signing anything until we talk.” He never signed it. The document confirms what Ms. Filfil now denies: that Garcia built and controlled those websites and digital assets, and that she needed a signed transfer from him to take them. (Exhibits 36, 37.)

39. 54 Acorn Ranch, Ltd. holds Ms. Filfil’s Acorn Ranch project; a document she sent Garcia on April 3, 2023 was titled “GardenBure to 54 Acorn Ranch, Ltd.” She assigned Garcia the “Acorn ranch pitch deck” (November 18, 2022), had him add Acorn Ranch to the websites (“We will need to add acorn ranch”), used “Sofi lakes leads ... for acorn ranch,” and on August 30, 2026 wrote “Unity grid Go m Sofi lake Acorn ranch,” “I promised u and need to Complete it asap,” “I have u a written Paper,” and “Acorn is starting October.” (Exhibits 22, 23.)

40. 56 Yara Lakes holds Ms. Filfil's Yara Lakes project, one of "her two other development projects, 54 Acorn Ranch and 56 Yara Lakes." She wrote, "I will have partnership agreement for Delaney ready And yara lakes" (September 20, 2023) and "Yara lakes will be Lp" (October 2, 2023), and listed Yara Lakes among the projects Garcia was to market. (Exhibits 22, 23.)

41. The projects are substantial. On November 18, 2025, in answer to Garcia's question about the planned home counts, Ms. Filfil wrote "Laporte 204," "acorn ranch 186," and "Azhule homes 80," and Garcia's figure for Delany was 78. (Exhibit 23.)

42. On December 15, 2025, a Certificate of Amendment was filed adding "Sophia Filfil, Title: Member" and deleting Garcia and Nick Herman. It was not signed by any member of Damac. It certified that the amendment was approved as the Business Organizations Code and Damac's governing documents require. Garcia did not vote for it, sign it, or know of it. Nick Herman, the other member it deleted, had died on May 30, 2025. (Exhibits 2, 4.)

43. On March 5, 2026, a franchise tax public information report was filed for Damac naming Ms. Filfil as "Manager" and Nick Herman, who had died nearly a year earlier, as a current member, and omitting Garcia. No filing Garcia has seen appoints Ms. Filfil or anyone else a manager of Damac. (Exhibit 3.)

44. On September 18, 2026, Garcia executed a written consent describing himself as Damac's sole member. That description reflected his position that Ms. Filfil's claimed membership is void. Garcia's position is as stated in this counterclaim: he is a member of Damac, and Ms. Filfil is not.

B. Declarations requested

45. An actual, justiciable controversy exists concerning Damac's membership and control, as Plaintiffs' own Count E confirms. 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 its members. Tex. Bus. Orgs. Code § 101.356(d). Garcia asks the Court to declare that:

(a) Garcia has been a member of Damac Investments, LLC since no later than 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 Texas Business Organizations Code § 101.356(d) and is void and of no effect as to Garcia’s membership;
- (c) Sophia Filfil did not, by virtue of that amendment, become a member or manager of Damac with authority to bind it; and
- (d) Sophia Filfil lacked authority, by virtue of that amendment, to cause Damac to bring this suit or to retain counsel to bring it in Damac’s name.

C. Additional counts against Plaintiffs 622 Sofi Lakes, LP and GO-M Realty LLC, and against Third-Party Defendants Sophia Filfil (individually and as Trustee of The Beneficial Trust), Gardenbure Development, LLC, Unity Grid Management, LLC, 54 Acorn Ranch, Ltd., 56 Yara Lakes, Yaalx Realty Group, LLC, Zachary Peters, Kevin Vader, CENTURY 21 Top Realty, Zaza Landscape, Martin Filfil, and Michael Lloyd

Timeline. Garcia incorporates Parts IV through VII. In summary: on March 26, 2025, Ms. Filfil sent Garcia Damac company documents to sign; on March 30, 2025, Garcia purchased damacinvestments.org and Damac email in his own account (Exhibits 14–15); on April 1, 2025, Ms. Filfil described Garcia to the seller and title company as “your buyer Jonathan,” Garcia signed the Granbury contract amendment for the buyer, and the Secretary of State recorded him as a member of Damac (Exhibits 1, 5, 6); in August 2025 Garcia signed the Granbury engineering agreement; on November 25, 2025, Ms. Filfil called Garcia “my partner in this project” while writing that “Bilateral is the buyer for us” and “[a]ll contracts are moved to bilateral energy,” in reply to an email from the project engineer stating 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” (Exhibit 7); on December 15, 2025, Garcia was removed from Damac by a filing no member signed (Exhibit 2); on March 5, 2026, Ms. Filfil was reported as Damac’s manager alongside a deceased member (Exhibit 3); on September 17–18, 2026, Ms. Filfil terminated Garcia, and her company’s website — which had told the public she was a licensed real estate broker — was changed the day after Garcia objected in writing (Exhibits 10–12); and on September 22, 2026, she caused Damac to sue him.

Count 1 — Common-law fraud. Ms. Filfil made material representations to Garcia: that he owned Damac and was a member of it; that he would hold equity in her companies, including GO-M Realty, in exchange for his work; that he was her partner in the Granbury project; and that

she could not sign for Damac's purchase because she was acting as the agent in the transaction. (Exhibits 5–7, 9–12.) The representations were false, and she knew they were false or made them recklessly without knowledge of their truth. She made them intending that Garcia act on them, and he did — signing Damac's purchase contract and amendments as its buyer, signing the Granbury engineering agreement, buying Damac's domain name and email in his own account, and working for approximately four years on the Sofi Lakes development and her companies' marketing, branding, design, and websites. Her written promises are set out in Part VII and Exhibit 17, including “My word is enough to give u 10%” [GO-M Realty] and “So I Will just give u the ownership with my llc.” Garcia suffered injury as a result. *JPMorgan Chase Bank, N.A. v. Orca Assets G.P., L.L.C.*, 546 S.W.3d 648, 653 (Tex. 2018). In carrying out that scheme, Ms. Filfil used the mails and interstate wires, including emails, electronic filings with the Texas Secretary of State, and the routing of notices intended for Garcia to Plaintiffs' counsel's office.

Count 2 — Fraudulent inducement. A promise of future performance made with no intention of performing it at the time it is made is actionable fraud. *Spoljaric v. Percival Tours, Inc.*, 708 S.W.2d 432, 434–35 (Tex. 1986). Ms. Filfil promised Garcia membership in Damac and equity in her companies to induce him to sign for Damac, lend his name to the Granbury transaction, and work for her companies. Her lack of intent to perform is shown by her conduct: in the same email in which she called him her partner, she wrote that all contracts had been moved to Bilateral Energy, and less than three weeks later she had him removed from Damac without notice, while continuing to accept his work for nine more months. For more than a year she told Garcia the written partnership agreement was coming — “Partnerships will be done by monday,” “You will have ur partnership” — while never delivering it, and on September 2, 2026 she wrote that “Connor Smith is changing the partnership” to “legally remov[e] two partners.” (Exhibits 17, 18.)

Count 3 — Breach of contract; in the alternative, promissory estoppel. Ms. Filfil and her companies agreed that Garcia would hold equity in exchange for his work, as Plaintiffs' own pleading acknowledges (Petition ¶¶ 15, 19) and as her own messages state: an offer of “partnership with the company 20%” [her development company and all of her projects, including Sofi Lakes], which Garcia accepted (“Ok great!”); equity in Sofi Lakes (“Sofi lakes and u get equity”); “Jon is 10%” and “Because you have 15%” [GO-M Realty]; “I m giving u go

m 30 %” [GO-M Realty]; and “Unity grid 30%” [Unity Grid Management]; “Laporte 10% equity partner, as I promised you” [Laporte]; partnership agreements “for Delaney ... And yara lakes”; and, as to Acorn Ranch, “I promised u and need to Complete it asap.” (Exhibits 17, 20.) Garcia performed. They breached by failing to deliver the equity, by fraudulently removing him from Damac, and by terminating him. In the alternative, Ms. Filfil made promises of equity that she should reasonably have expected Garcia to rely on, he relied on them to his substantial detriment, and injustice can be avoided only by enforcing them.

Count 4 — Breach of fiduciary duty and usurpation of company opportunity. As a member of Damac and as the person who claimed to manage it, Ms. Filfil owed Garcia duties of loyalty, candor, and full disclosure. She breached them by causing Damac’s certificate of formation to be amended to remove Garcia without his vote or knowledge; by causing a report to be filed naming herself as manager; by allowing notices intended for Garcia to go to an address where he would not receive them; by using Damac’s name to sue him; and, on information and belief, by diverting Damac’s rights in the Granbury transaction to third parties for her own benefit and to Garcia’s exclusion. (Exhibit 7.)

Count 5 — Filing of false instruments, Tex. Bus. Orgs. Code § 4.007. Ms. Filfil signed or caused to be signed and filed with the Texas Secretary of State the December 15, 2025 Certificate of Amendment and the March 5, 2026 public information report. Each contained materially false statements that she knew were false, including the certification that Damac’s members had approved the amendment and the report of a deceased man as a current member. Garcia was harmed by those filings. Ms. Filfil is liable to him for his resulting damages. Tex. Bus. Orgs. Code § 4.007.

Count 6 — Quantum meruit and unjust enrichment. Garcia furnished valuable services to 622 Sofi Lakes, LP, GO-M Realty LLC, Gardenbure Development, LLC, Unity Grid Management, LLC (including its website), 54 Acorn Ranch, Ltd. (including its pitch deck and marketing), and 56 Yara Lakes (including its marketing), including logos, branding, renderings, websites, and marketing, which they accepted, used, and continue to claim as their own (Petition ¶¶ 11, 18, 22), under circumstances that reasonably notified them that Garcia expected to be compensated with equity and not merely the vendor payments Plaintiffs describe (Petition ¶ 16) — as Ms. Filfil herself wrote: “You work i pay and give partnership.” (Exhibit 17.) Her

messages show the work was assigned by her and performed by Garcia, from the Sofi Lakes branding and pitch deck in November 2022 through the logos she was still requesting in August 2026. (Exhibit 19.) Ms. Filfil and 622 Sofi Lakes, LP continue to use and benefit from the Sofi Lakes branding Garcia created — its logos, brand identity, marketing materials, and website — to market the development to builders and buyers today, while denying him both the equity she promised and compensation for that work. They have been unjustly enriched and must make restitution.

Count 7 — Civil conspiracy. Ms. Filfil, 622 Sofi Lakes, LP, GO-M Realty LLC, Gardenbure Development, LLC, Unity Grid Management, LLC, 54 Acorn Ranch, Ltd., 56 Yara Lakes, and, on information and belief, Yaalx Realty Group, LLC, Zachary Peters, Kevin Vader, and CENTURY 21 Top Realty combined to accomplish unlawful purposes by unlawful means — to remove Garcia from Damac without notice, to take the benefit of his work and of the equity promised to him, and to exclude him from the Granbury transaction — and committed overt acts in furtherance, including the fraud in Counts 1 and 2 and the filings in Count 5. Each is jointly and severally liable for all resulting damages.

Count 8 — Member’s right to Damac’s books and records. As a member, Garcia is entitled on written request to examine and copy Damac’s books and records, including its certificate of formation, company agreement, member list, and records of member votes and consents. Tex. Bus. Orgs. Code §§ 3.151–.153, 101.502. Garcia has demanded those records, and Plaintiffs have refused, treating the demand itself as grounds for suit. (Petition ¶ 32.) Garcia asks the Court to order their production.

Count 9 — Statutory fraud in a real estate transaction, Tex. Bus. & Com. Code § 27.01 (Ms. Filfil, Yaalx Realty Group, LLC, Zachary Peters, Kevin Vader, and CENTURY 21 Top Realty). The Granbury purchase is a transaction involving real estate. To induce Garcia to sign its purchase instruments for Damac and to lend his name to the transaction, Ms. Filfil falsely represented that she was a licensed real estate broker acting as the agent in the transaction, and made promises of equity and profit from it that she did not intend to keep; Garcia relied on those representations and promises and was injured. Tex. Bus. & Com. Code § 27.01(a). As the designated broker of Yaalx Realty Group, LLC — a brokerage with a single sponsored sales agent, who is not Ms. Filfil — Zachary Peters knew that Ms. Filfil was not a licensee of his

brokerage, and he and Yaalx Realty Group, LLC had actual awareness that she was not licensed to act as a broker or agent. They nonetheless allowed her to conduct brokerage activity and hold herself out as a broker under the Yaalx name and address while transmitting the instruments to Garcia, failed to disclose the truth to Garcia, and benefited from the transaction; they are liable for exemplary damages under § 27.01(d). On information and belief, Yaalx Realty Group, LLC and Ms. Filfil stood to receive a commission from the seller's side of the Granbury transaction while her business partner, Mr. Vader, stood to receive one from the buyer's side, and Ms. Filfil planned a resale she described as "about 30 million" in profit. (Exhibits 25, 26.) After Garcia objected in writing on September 18, 2026, the representation of Ms. Filfil's licensure was removed from her website the next day. (Exhibits 9–12.)

Count 10 — Fraud by nondisclosure. Having told Garcia, the seller's representatives, the buyer's broker, and the title company that Garcia was the buyer and Damac's Member, Ms. Filfil had a duty to disclose the facts that made those statements misleading. *Bombardier Aerospace Corp. v. SPEP Aircraft Holdings, LLC*, 572 S.W.3d 213, 219–20 (Tex. 2019). She did not disclose that her own brokerage and its broker were working with the seller, that the buyer's broker was her business partner, that she was arranging to resell the property for her own profit, or that, while asking him to keep signing as the buyer, she had caused him to be removed from Damac. On information and belief, she and her affiliates stood to receive commissions from both sides of the transaction. Garcia relied on her silence in continuing to sign for Damac and was injured.

Count 11 — Breach of fiduciary duty and knowing participation (Kevin Vader and CENTURY 21 Top Realty). Ms. Filfil told Garcia, "Your broker is Kevin Vader," and Mr. Vader acted as the broker for the buyer, Damac, through CENTURY 21 Top Realty, transmitting the buyer's extension packet and amendments. As the buyer's broker he owed the buyer and Garcia, its signing Member, duties of loyalty and full disclosure. He breached them: while acting for the buyer he was Ms. Filfil's business partner ("Kevin is 10%"; "Kevin Vader 39%"), and he knew that Ms. Filfil and Mr. Peters represented the seller — he wrote to the seller's son that he wanted to "be respectful of their client relationship with you" — yet he did not disclose those facts to Garcia. A third party who knowingly participates in the breach of a fiduciary duty becomes a joint tortfeasor with the fiduciary. *Kinzbach Tool Co. v. Corbett-Wallace Corp.*, 160

S.W.2d 509, 514 (Tex. 1942). On information and belief, Mr. Vader and CENTURY 21 Top Realty also knowingly participated in Ms. Filfil's breaches described in Count 4 and stood to receive a commission from the buyer's side of the Granbury transaction. Garcia was injured, and Mr. Vader and CENTURY 21 Top Realty are liable to him jointly and severally with Ms. Filfil. (Exhibits 17, 25, 26, 27.)

Count 12 — Unjust enrichment, accounting, and constructive trust (Zaza Landscape, Martin Filfil, and Michael Lloyd). On information and belief, Ms. Filfil controls Zaza Landscape through her husband, Martin Filfil, and through Zachary Peters, with Michael Lloyd as its Chief Financial Officer, and uses it to receive money from the Sofi Lakes project — including development costs to be reimbursed through public improvement or municipal utility district bonds — that would otherwise benefit the Sofi Lakes enterprise in which she promised Garcia an interest. (Facts ¶ 35; Exhibits 28, 29.) To the extent Zaza Landscape, Mr. Filfil, or Mr. Lloyd received such funds, they were unjustly enriched at Garcia's expense and hold those funds subject to a constructive trust. Garcia seeks an accounting of all payments from 622 Sofi Lakes, LP or any district reimbursement to Zaza Landscape, Mr. Filfil, or Mr. Lloyd, and a constructive trust over any amount found to be traceable to the diversion.

Alter ego. Ms. Filfil owns and controls 622 Sofi Lakes, LP, GO-M Realty LLC, Gardenbure Development, LLC, Unity Grid Management, LLC, 54 Acorn Ranch, Ltd., 56 Yara Lakes, the Beneficial Trust, and the persons claiming to act for Damac, and used them to perpetrate an actual fraud on Garcia primarily for her own direct personal benefit. She is personally liable for their obligations to Garcia. Tex. Bus. Orgs. Code §§ 21.223–.224, 101.002.

Damages. As a result of the conduct described in Counts 1 through 7 and 9 through 11, Garcia has suffered actual damages, including the loss of his membership interest in Damac and its interest in the Granbury transaction, the loss of the equity promised to him, the reasonable value of his services (including his work on Zaza Homes, the 24-acre Giddings tract, and Rayyan Water), and lost profits and future profits, including Garcia's share of the lost profits and future profits of Sofi Lakes (including Phase 1 and Sections 3 and 4), GO-M Realty, Unity Grid Management, 54 Acorn Ranch, 56 Yara Lakes, Laporte, Delany Residential (Hitchcock), Azhules, and Damac's Granbury Data Center transaction, in an amount of no less than \$20,000,000, within the jurisdictional limits of this Court.

Equitable relief. Garcia asks the Court to impose a constructive trust on any interest in, or proceeds of, the Granbury transaction or Damac's rights in it that Ms. Filfil or anyone acting with her has obtained or diverted, and on any interest in Sofi Lakes or its profits held for Ms. Filfil through the Beneficial Trust to the extent of Garcia's promised share; to order an accounting of Damac's assets, contracts, and transactions since April 1, 2025, and of all commissions, fees, and resale proceeds that Ms. Filfil or her affiliates have received or will receive from the Granbury transaction, and of all payments from 622 Sofi Lakes, LP or any public improvement district or municipal utility district reimbursement for the Sofi Lakes project to Zaza Landscape, Martin Filfil, Michael Lloyd, or Zachary Peters; and to order disgorgement of all benefits obtained through the conduct described above.

Exemplary damages. The conduct described in Counts 1, 2, 4, 5, 7, and 9 through 11 was committed with fraud and malice, and Garcia seeks exemplary damages under Chapter 41 of the Texas Civil Practice and Remedies Code, which he must prove by clear and convincing evidence. Garcia alleges that the December 15, 2025 Certificate of Amendment is a forgery, in that it purports to be the act of Damac and its members when its members did not authorize it; the limitation on exemplary damages in § 41.008(b) does not apply to conduct described as a felony in Texas Penal Code § 32.21 (forgery). Tex. Civ. Prac. & Rem. Code § 41.008(c).

VIII. JURY DEMAND

Garcia demands a trial by jury on all issues so triable, including all issues raised by Plaintiffs' claims and by his counterclaims and third-party claims, and tenders the jury fee with this pleading. Tex. R. Civ. P. 216.

IX. PRAYER

Garcia respectfully prays that the Court sustain his special exceptions and order Plaintiffs to replead; that Plaintiffs take nothing on their claims; that Plaintiffs' application for temporary and permanent injunction be denied and the Temporary Restraining Order be dissolved; that Garcia be granted a temporary injunction and, on final trial, a permanent injunction preserving the Granbury escrows and restraining any closing, assignment, or disbursement of Damac's rights on the instruction of any person claiming authority through the December 15, 2025 certificate of amendment, and restraining payments of Sofi Lakes funds to Zaza Landscape, Martin Filfil, Michael Lloyd, or Zachary Peters without disclosure to the Court; that the Court

appoint a temporary receiver for Damac Investments, LLC at Ms. Filfil's expense, as requested in Garcia's separate application; that the claims asserted in Damac's name be dismissed for want of authority; that the Court grant the declarations requested in Part VII; that the Court grant the accounting, restitution, declarations, and constructive trusts requested in Count 12 against Zaza Landscape, Martin Filfil, and Michael Lloyd; that Garcia recover from 622 Sofi Lakes, LP, GO-M Realty LLC, Sophia Filfil, Gardenbure Development, LLC, Unity Grid Management, LLC, 54 Acorn Ranch, Ltd., 56 Yara Lakes, Sophia Filfil as Trustee of The Beneficial Trust, Yaalx Realty Group, LLC, Zachary Peters, Kevin Vader, and CENTURY 21 Top Realty, jointly and severally, actual damages of no less than \$20,000,000, including lost profits and future profits from Sofi Lakes (including Phase 1 and Sections 3 and 4), GO-M Realty, Unity Grid Management, 54 Acorn Ranch, 56 Yara Lakes, Laporte, Delany Residential (Hitchcock), Azhules, and Damac's Granbury Data Center transaction, exemplary damages, and pre-judgment and post-judgment interest as allowed by law; that the Court impose a constructive trust, order an accounting and disgorgement, and order production of Damac's books and records as requested in Part VII; that citation issue to Third-Party Defendants Sophia Filfil, Gardenbure Development, LLC, Unity Grid Management, LLC, 54 Acorn Ranch, Ltd., 56 Yara Lakes, Sophia Filfil as Trustee of The Beneficial Trust, Yaalx Realty Group, LLC, Zachary Peters, Kevin Vader, Texas Top Realty, LLC d/b/a CENTURY 21 Top Realty, Providence Title Company, Zaza Landscape, Martin Filfil, Michael Lloyd, and the unknown heirs and personal representative of Nicholas Ballard Herman, deceased (by publication if they cannot be identified); that Garcia recover his costs of court; and that Garcia be granted 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] [REDACTED]

Tel. 813-690-3638

Jon.garcia.a@gmail.com

DEFENDANT, COUNTER-PLAINTIFF, AND
THIRD-PARTY PLAINTIFF

UNSWORN DECLARATION VERIFYING DENIALS AND COUNTERCLAIM

My name is Jonathan Garcia, my [REDACTED], and my address is [REDACTED], [REDACTED], [REDACTED], [REDACTED], United States of America. I am the Defendant and Counter-Plaintiff in this case. I have read Parts IV and VII of this pleading. The facts stated in Part IV (Verified Denials) and in paragraphs 10 through 44 of Part VII are within my personal knowledge or are shown by the public records of the Texas Secretary of State and the documents described, and are true and correct, except that facts stated on information and belief are stated on my information and belief, and I believe them to be true. Exhibits 1, 2, and 3 are true and correct copies of records of the Texas Secretary of State for Damac Investments, LLC. Exhibit 4 is a true and correct copy of the published obituary of Nicholas Ballard Herman as printed from the website shown on it. Exhibit 5 is a true and correct copy of the contract amendment I signed on April 1, 2025. Exhibits 6 and 7 are true and correct copies of emails as they appear in my email account. Exhibit 8 is a true and correct copy of the file-stamped verified petition I filed in Cause No. 26DCV0903, without its exhibits and with personal identifiers redacted. Exhibit 9 is a true and correct copy of the results of my search of the Texas Real Estate Commission's public license records. Exhibits 10 and 12 are true and correct copies of the web pages shown on them, as captured on September 19, 2026. Exhibit 11 is a true and correct copy of the "Who is Sophia Filfil?" page of gardenburedevelopment.com as I viewed and captured it on September 18, 2026, together with the Internet Archive address at which it was archived that day. Exhibit 13 is a true and correct copy of the Temporary Restraining Order signed September 25, 2026 and filed the same day in Cause No. 26DCV0903. Exhibit 14 is a true and correct transcription of the GoDaddy order and renewal receipts for damacinvestments.org as they appear in my email account, omitting GoDaddy's marketing and boilerplate text and redacting payment-account digits. Exhibit 15 is a true and correct copy of the domain registration record for damacinvestments.org as displayed in my GoDaddy account on September 29, 2026. Exhibit 16 is a true and correct copy of the registration settings for damacinvestments.org as displayed in my GoDaddy account on September 29, 2026, with my telephone number redacted. Exhibits 17, 18, and 19 are true and correct reproductions of iMessages between Sophia Filfil and me, exported from my iPhone using iMazing; the text of each message is verbatim, arranged in iMessage layout, with its date, time, and export page number shown. Exhibit 20 is a true and correct reproduction of emails of September 14, 2026 as they appear in my email account, with

signature blocks and embedded images omitted. Exhibits 21 and 22 are true and correct reproductions of emails as they appear in my email accounts, with signature blocks, disclaimers, and embedded images omitted. Exhibit 23 is a true and correct reproduction of iMessages between Ms. Filfil and me, prepared in the same manner as Exhibits 17 through 19, with section headings added by me. Exhibit 24 is a true and correct reproduction of an email of September 14, 2026 as it appears in my email account, with the attached image omitted. Exhibit 25 is a true and correct reproduction of emails as they appear in my email account, with signature blocks, disclaimers, and embedded images omitted. Exhibits 26 and 27 are true and correct reproductions of iMessages between Ms. Filfil and me, prepared in the same manner as Exhibits 17 through 19. Exhibits 28 and 30 are true and correct reproductions of iMessages between Ms. Filfil and me, prepared in the same manner, and Exhibit 28 also summarizes Google Drive sharing notices I received from Martin Filfil. Exhibit 29 is a true and correct reproduction of the text of <https://zazalandscape.com/about/> as it appeared in my browser on October 5, 2026, with screen captures I took that morning. Exhibit 31 is a summary I prepared of evidence in the record; each entry is cited to an exhibit and each quotation is verbatim. Exhibit 32 is a true and correct copy of an email I received from Providence Title Company on September 21, 2026. Exhibit 33 contains true and correct copies of pages of the “Operating Agreement” Ms. Filfil filed in Cause No. 26DCV0903 on September 29, 2026. Exhibits 35 and 36 are true and correct reproductions of iMessages between Ms. Filfil and me, exported from my iPhone using iMazing. Exhibit 37 is a true and correct copy of the DocuSign document Ms. Filfil sent me on December 23, 2025, which she signed and I did not. Exhibit 34 is a true and correct reproduction of emails in my email accounts, including deposit notices from my bank, with account numbers redacted, and of iMessages between Ms. Filfil and me, exported from my iPhone using iMazing. I declare under penalty of perjury that the foregoing is true and correct. Tex. Civ. Prac. & Rem. Code § 132.001.

Executed in Orange County, State of Florida, on the 5th day of October, 2026.

/s/ Jonathan Garcia
Jonathan Garcia, Declarant

CERTIFICATE OF SERVICE

I certify that on the 5th day of October, 2026, a true and correct copy of this pleading was served on all counsel of record through the electronic filing manager under Texas Rule of Civil Procedure 21a, as follows: Connor J. Smith, Doré Rothberg Law, P.C., [REDACTED], Suite 700, Houston, Texas 77084, csmith@dorelaw.com, counsel for Plaintiffs, and by email on Providence Title Company, nwasson@protitletx.com. The third-party defendants will be served with citation.

/s/ Jonathan Garcia
Jonathan Garcia

INDEX OF EXHIBITS

Exhibit 1 — Certificate of Amendment, Damac Investments, LLC, filed with the Texas Secretary of State April 1, 2025 (Doc. No. 1465837290002), adding “Member: JONATHAN GARCIA”

Exhibit 2 — Certificate of Amendment, Damac Investments, LLC, filed December 15, 2025 (Doc. No. 1542200210003), adding Sophia Filfil and deleting Nick Herman and Jonathan Garcia

Exhibit 3 — Texas Franchise Tax Public Information Report, Damac Investments, LLC, filed March 5, 2026

Exhibit 4 — Published obituary of Nicholas Ballard Herman (“Nick”), who died May 30, 2025

Exhibit 5 — Commercial Contract Amendment signed by Jonathan Garcia for the buyer, “Damac Investments &/or Assigns,” April 1, 2025

Exhibit 6 — Email of Sophia Filfil, April 1, 2025: “Please have your buyer Jonathan sign this asap”

Exhibit 7 — Emails of November 25, 2025, including Sophia Filfil: “Jon Garcia, is my partner in this project”

Exhibit 8 — Plaintiff’s Verified Original Petition, *Garcia v. Filfil*, Cause No. 26DCV0903, 344th District Court, Chambers County, file-stamped September 23, 2026 (exhibits omitted; personal identifiers redacted)

Exhibit 9 — Texas Real Estate Commission license search for Sophia Filfil, September 18, 2026

Exhibit 10 — gardenburedevelopment.com About page, rewritten to state that Ms. Filfil “is not a licensed real estate broker,” captured September 19, 2026

Exhibit 11 — gardenburedevelopment.com “Who is Sophia Filfil?” page stating that she “is a licensed real estate broker,” captured and archived September 18, 2026 (web.archive.org/web/20260918084718/https://gardenburedevelopment.com/who-is-sophia-filfil)

Exhibit 12 — The same “Who is Sophia Filfil?” page returning “That page is not on this site,” captured September 19, 2026

Exhibit 13 — Temporary Restraining Order, *Garcia v. Filfil*, Cause No. 26DCV0903, 344th District Court, Chambers County, signed September 25, 2026, filed September 25, 2026

Exhibit 14 — GoDaddy order receipt (March 30, 2025) and renewal receipts (March 30 and 31, 2026) for damacinvestments.org and jonathan@damacinvestments.org, in Garcia’s GoDaddy account

Exhibit 15 — Domain registration record for damacinvestments.org (registered March 30, 2025, 20:48 UTC; expires March 30, 2027), captured September 29, 2026

Exhibit 16 — GoDaddy registration settings for damacinvestments.org listing registrant “Jon Garcia” (telephone redacted), captured September 29, 2026

Exhibit 17 — iMessages from Sophia Filfil promising Garcia equity and partnership, and concerning Damac and Granbury (2022–2026)

Exhibit 18 — iMessages concerning Connor J. Smith and the partnership documents (2025–2026)

Exhibit 19 — iMessages showing Garcia’s work on the Sofi Lakes branding, logos, designs, websites, and domain (2022–2026)

Exhibit 20 — Emails of September 14, 2026 between Sophia Filfil and Alyna Caesar-Ayure concerning Garcia’s partnership agreements for GO-M Realty and Unity Grid Management

Exhibit 21 — Emails of October 3–6, 2025: Doré Rothberg Law’s drafts of the M Realty Joint Venture Agreement and GO-M Realty Company Agreement

Exhibit 22 — Emails of December 4, 2025 and March 28, 2026 identifying Ms. Filfil’s development projects

Exhibit 23 — iMessages identifying each third-party defendant and project (Gardenbure, Yaalx and Peters, Unity Grid, 54 Acorn Ranch, 56 Yara Lakes, Laporte, Delany, Azhules)

Exhibit 24 — Email of September 14, 2026 from Ms. Filfil to Plaintiffs’ counsel, “Final payments to 310 capital LLC jon Garcia”

Exhibit 25 — Emails of March 31 – April 1, 2025 and December 18, 2025 concerning the Granbury transaction (Peters, Vader, Garcia’s signature as “Member”)

Exhibit 26 — iMessages concerning the Granbury transaction (seller, brokers, resale, and the \$500,000 promise)

Exhibit 27 — iMessages of March 31, 2025: “We need to just get Dr reddy out off the way”

Exhibit 28 — Zaza Landscape and Martin Filfil: iMessages (2024–2026) and Google Drive sharing notices

Exhibit 29 — zazalandscape.com “About us” page, captured October 5, 2026 (Martin Filfil, Michael Lloyd, Zack Peters)

Exhibit 30 — iMessages: Ms. Filfil presents Garcia to Dr. Reddy and Ashoke Reddy as Damac’s buyer representative

Exhibit 31 — Summary (Tex. R. Evid. 1006): Connecting the record — Garcia as Damac’s buyer

Exhibit 32 — Email of September 21, 2026 from Noel D. Wasson, Providence Title Company

Exhibit 33 — Excerpts of Ms. Filfil’s “Operating Agreement of DAMAC Investments, LLC” (dated Oct. 21, 2022; first produced Sept. 29, 2026)

Exhibit 34 — Emails of April 17–18 and September 14, 2026: Ms. Filfil directs the Viewport invoice, Viewport Engineering LLC pays it, her messages about funding and paying Viewport, and her later claim that she is “not owner of viewport engineering”

Exhibit 35 — iMessages of August 16–17 and September 13, 2026: the Unity Grid HOA iPhone application built by Garcia (TestFlight; “Thank you fo being a good partner”)

Exhibit 36 — iMessages of December 23, 2025 – March 1, 2026: “Not signing anything until we talk”; “To remain partner it’s ur duties to perform”; “Can you do recruiting for ur 10% equity”

Exhibit 37 — “Termination and Relinquishment of Social Media Access and Rights,” signed by Ms. Filfil on December 23, 2025 and sent to Garcia through DocuSign; not signed by Garcia

EXHIBIT 1

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
Austin, TX 78711-3697
[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 2

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
Austin, TX 78711-3697
[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

AUSTIN, TX 78731

☐ **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.)

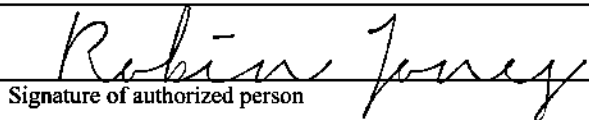
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence 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 3

Texas Franchise Tax Public Information Report, Damac Investments, LLC

Filed March 5, 2026 (Document No. 1604392840001)



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. Contact us at (800) 252-1381 or (512) 463-4600.

Taxpayer name DAMAC INVESTMENTS LLC				Secretary of State (SOS) file number or Comptroller file number 0804779451			
Mailing address 5900 BALCONES DR STE 100							
City AUSTIN		State TX		ZIP Code 78731		Plus 4	

○ 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.

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.

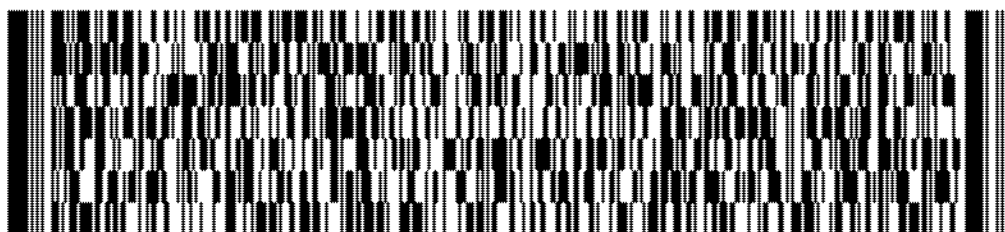
Office: 5900 BALCONES DRIVE STE 100	City AUSTIN	State TX	ZIP Code 78731
--	-----------------------	--------------------	--------------------------

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 [REDACTED]
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Texas Comptroller Official Use Only



VE/DE	☐	PIR IND	☐
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EXHIBIT 4

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](#)

Follow

Share



Obituary



Guest Book



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](#)

EXHIBIT 5

Commercial Contract Amendment (TXR-1932) — Granbury, Texas 76048 (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

AMENDMENT TO COMMERCIAL

Effective March 28, 2025

- ☒ A. Sales Price: The sales price of the property shall be the sum of all financing described in the contract. Sales price (sum of cash portion and financing) shall be paid by Buyer to Seller.
- ☐ B. Property Description: The legal description of the property shall be as follows: for giving e
- ☐ C. Repairs: Buyer accepts the property in its current condition and agrees to complete the following before closing: +

- ☒ D. Extension of Feasibility Period: Buyer agrees to extend the feasibility period until 11:59 p.m. on the date of the title company as additional consideration. (1) \$ of independent consideration price only upon closing of the contract. money will be refunded to Buyer. (2) Buyer authorizes escrow to request without further notice. (a) The additional independent consideration price only upon closing of the contract. (b) (Check no boxes or) ☐ all or ☐ \$ will be refunded to Buyer upon closing of the contract.

If no dollar amount is stated in the additional consideration, or if Buyer fails to complete the feasibility period will not be effective.

Amendment to Commercial Contract concerning

- ☐ E. Extension of Financing Deadline
- ☐ (1) Third party loan(s) due date is extended until _____
- ☐ (2) Assumption approval Addendum is extended until _____
- ☐ (3) Buyer has paid Seller by _____ deadline. This additional closing of the sale.
- ☐ F. Closing: The closing date in _____
- ☐ G. Expenses: At closing Seller _____ Paragraph 13 of the contract _____
- ☐ H. Waiver of Right to Terminate: _____ terminate under Paragraph _____
- ☐ I. Counterparts: If this amendment is an original and all counterparts _____
- ☒ J. Other Modifications:
Closing to occur within 60 days

Buyer will be creating a new contract with approval of development and all issues relating to: Substantive matters & pumps, and active pipeline

Seller: Granbury Reddy Land Partners, L.P.

By: _____

By (signature): _____

Printed Name: **Dr Malladi Reddy**

Title: **POA, Granbury Reddy Land Partners, L.P.**

By: _____

By (signature): _____

Printed Name: _____

Title: _____

(TXR-1932) 07-08-22

EXHIBIT 6

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 7

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], Suite 275, Houston, TX 77084

[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.]

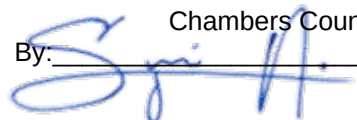
Printed from the Gmail account of Jonathan Garcia (jon.garcia.a@gmail.com). Times shown in U.S. Central time. The original messages, with full headers and attachments, are preserved and available on request.

EXHIBIT 8

Plaintiff's Verified Original Petition for Declaratory Judgment and
Application for Temporary Restraining Order and Temporary Injunction

Garcia v. Filfil, Cause No. 26DCV0903, 344th District Court, Chambers County, Texas
File-stamped September 23, 2026, 1:58 p.m. — exhibits omitted; personal identifiers redacted

CAUSE NO. 26DCV0903

By:  Deputy

JONATHAN GARCIA,
individually,

Plaintiff,

v.

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

Defendants.

§
§
§
§
§
§
§
§
§
§

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 number are [REDACTED], and the last three digits of his Social Security number are [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] 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., 5900 Balcones Drive, Suite 100, Austin, Texas 78731. 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, Arlington, Texas 76015, 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 Houston, Texas 77084." 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], [REDACTED]

813-690-3638

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], Suite 700, 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], and my address is [REDACTED], [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 9

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	License Type	License Status
Filfil, Sophia	Broker or Sales Agent	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: information@trec.texas.gov
PHONE: 512.936.3000
MAIL: Texas Real Estate Commission
P.O. Box 12188
Austin, TX 78711-2188

Follow Us **Find Us**

EXHIBIT 10

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

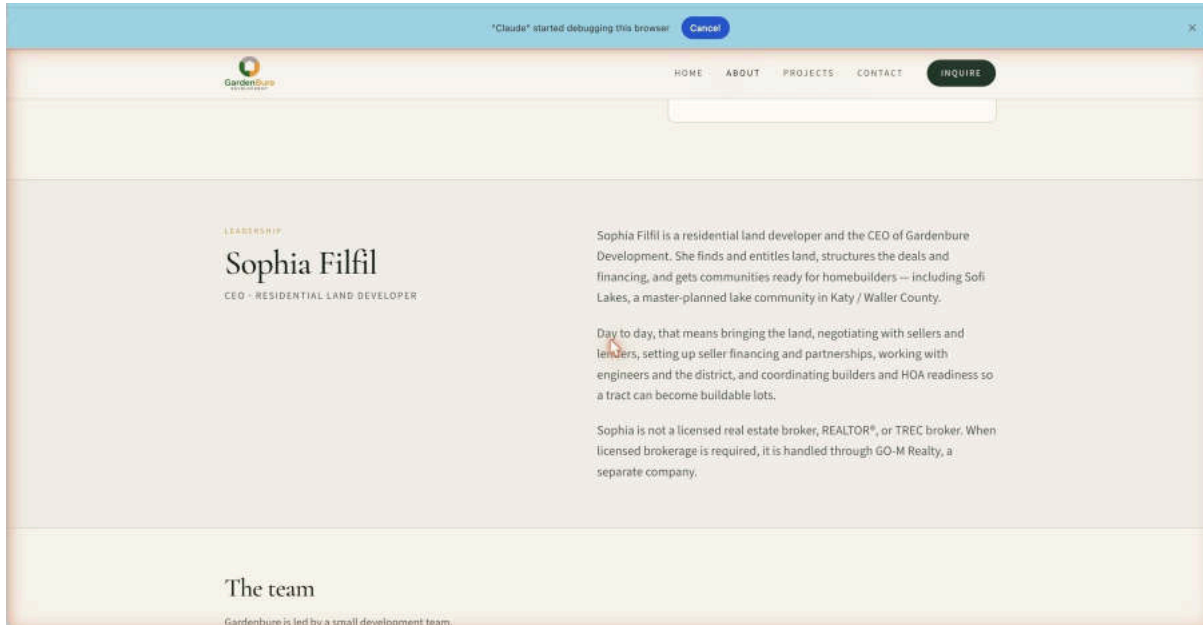


EXHIBIT 11

gardenburedevelopment.com — "Who is Sophia Filfil?" page, September 18, 2026

Wayback Machine x gardenburedevelopment.co x +

gardenburedevelopment.com/who-is-sophia-filfil ☆ | | |



wastewater planning, bond counsel coordination, and builder management.

Beyond development, she has overseen 10,000+ acres of real estate holdings for Malladi Family Land Holdings and has owned and operated hotels, storage facilities, RV parks, and rental properties since 2000. Sophia holds an MBA from Wollongong University and is a licensed real estate broker. Her hands-on approach, deep builder relationships, and ability to drive complex projects from raw land to approvals make her a respected leader in Texas land development.

OUR MISSION

Our mission is to transform residential development and make a real, measurable difference in the lives of the people who call our communities home.

Make development great again!

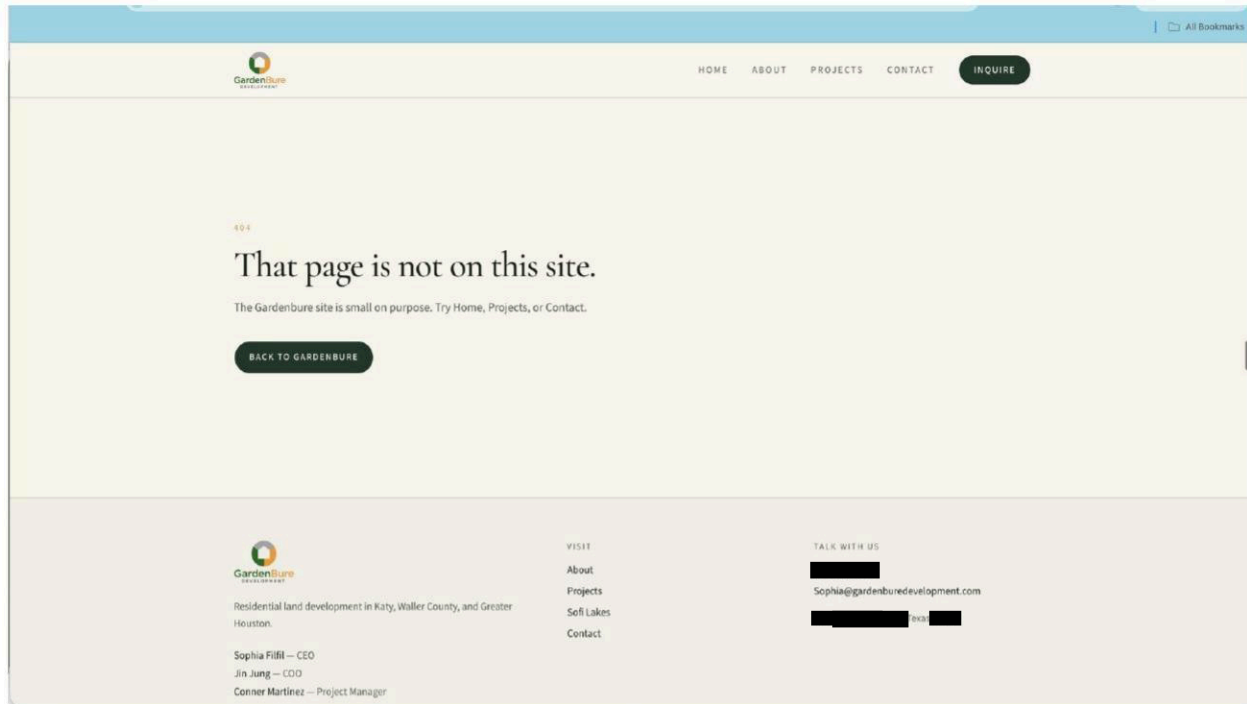


Chrome | |

Live page as captured September 18, 2026, stating: "Sophia holds an MBA from Wollongong University and is a licensed real estate broker." Archived the same day at the Internet Archive (web.archive.org/web/20260918084718/https://gardenburedevelopment.com/who-is-sophia-filfil).

EXHIBIT 12

gardenburedevelopment.com as rebuilt — captured Saturday, September 19, 2026, 4:25–4:26 PM Central



gardenburedevelopment.com/who-is-sophia-filfil — "404 — That page is not on this site." Footer: Sophia Filfil — CEO; Jin Jung — COO; Conner Martinez — Project Manager; [REDACTED] [REDACTED]

EXHIBIT 13

Temporary Restraining Order

Garcia v. Filfil, Cause No. 26DCV0903, 344th District Court, Chambers County, Texas

Signed September 25, 2026 · Filed September 25, 2026, 1:50 p.m.

CAUSE NO. 26DCV0903

JONATHAN GARCIA,
individually,

Plaintiff,

v.

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

Defendants.

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IN THE DISTRICT COURT
OF

CHAMBERS COUNTY,
TEXAS

344th JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

On this day the Court considered Plaintiff Jonathan Garcia's Verified Original Petition for Declaratory Judgment and Application for Temporary Restraining Order and Temporary Injunction. Having considered the verified petition, the exhibits, and the arguments presented, the Court finds that Plaintiff has pleaded a cause of action for declaratory judgment and has shown a probable right to the relief sought, and that unless this order issues, Plaintiff will suffer immediate and irreparable injury, loss, or damage before a hearing on a temporary injunction can be held.

The Court specifically finds that the Transaction — defined as the contract between Granbury Reddy Land Partners, as seller, and Damac Investments &/or Assigns, as buyer, for the real property described in Exhibit "C" to that contract, located in Granbury, Hood County, Texas 76048, including the property referred to in correspondence as 1225 Meadow Wood Drive, Granbury (the "Property"), 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 Investments, LLC or any assignee or successor of its rights, however numbered or described — concerns a contract to purchase real property, which is unique; that the authority of Defendant Sophia Filfil to act for Defendant Damac Investments, LLC is disputed and rests on a Certificate of Amendment filed December 15, 2025 that Plaintiff has shown was not approved by all members as Tex. Bus. Orgs. Code § 101.356(d) requires; that the address of record entered for Plaintiff on Damac's April 1, 2025 Certificate of Amendment is the office of counsel for Defendant Sophia Filfil, so that notice sent to Plaintiff as a member at that address would not have reached him; and that if the transaction is closed, funded, or disbursed, or Damac's rights under the contract are assigned or transferred, before this dispute is decided, the harm cannot be undone and cannot be adequately remedied by damages. This order preserves the status quo pending a hearing and does not adjudicate the interest of the estate or heirs of Nicholas Ballard Herman (Nick Herman),

deceased. The Court further finds that this order is granted without notice because notice would permit Defendants to close, fund, disburse, or assign the Transaction before a hearing could be held, causing the very injury this order is intended to prevent.

IT IS THEREFORE ORDERED that Defendant Sophia Filfil, and her agents, servants, employees, attorneys, and those persons in active concert or participation with her who receive actual notice of this order by personal service or otherwise, are RESTRAINED from:

- (a) executing, delivering, or filing any instrument in the name of Damac Investments, LLC;
- (b) assigning, amending, terminating, or otherwise transferring any right of Damac Investments, LLC in the Transaction;
- (c) instructing Providence Title Company or any other title or escrow company to close, fund, or disburse any part of the Transaction in the name of Damac Investments, LLC; and
- (d) filing any document with the Texas Secretary of State on behalf of Damac Investments, LLC.

IT IS FURTHER ORDERED that Defendant Providence Title Company, and its officers, agents, employees, and those persons in active concert or participation with it who receive actual notice of this order, are 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 whatever escrow, GF, or file number it is held, on the instruction of Sophia Filfil or of any person claiming authority through the Certificate of Amendment filed December 15, 2025, until further order of this Court; provided that Providence Title Company may deposit any funds it holds in the Transaction into the registry of this Court.

IT IS FURTHER ORDERED that all parties shall preserve all documents and electronically stored information relating to Damac Investments, LLC, the Property, and the Transaction.

IT IS FURTHER ORDERED that Plaintiff's application for temporary injunction is set for hearing on October 2, 2026, at 9 a.m., in the 344th Judicial District Court of Chambers County, Texas, and Defendants are ORDERED to appear and show cause why a temporary injunction should not issue.

IT IS FURTHER ORDERED that this order shall be effective upon Plaintiff's filing of a bond with the Clerk in the amount of \$100.00, and that the Clerk shall issue a writ of temporary restraining order in conformity with the law and the terms of this order.

This order expires fourteen (14) days after the date it is signed, unless extended as permitted by Texas Rule of Civil Procedure 680.

SIGNED on September 25, 2026, at 11:37 A.m.

Randy McDonald
JUDGE PRESIDING

Filed
09/25/2026 1:50:53 PM
Patti L. Henry
District Clerk
Chambers County, Texas
By: *[Signature]* Deputy

EXHIBIT 14

GoDaddy order and renewal receipts for damacinvestments.org — transcribed from Jonathan Garcia's email account (GoDaddy marketing and boilerplate omitted; payment-account digits redacted)

Receipt 1 — Original purchase

From: donotreply@godaddy.com
To: jon.garcia.a@gmail.com
Date: March 30, 2025, 20:48 UTC
Subject: Jon Garcia, thank you for your order.

Customer Number	592104182
Order Number	3630502424
.ORG Domain Registration — damacinvestments.org — 1 Year	\$10.17
Microsoft 365 Email Essentials — 1 Year	\$11.88
Total	\$22.05

Receipt 2 — Email renewal

From: donotreply@godaddy.com
To: jon.garcia.a@gmail.com
Date: March 30, 2026, 13:46 UTC
Subject: Renewal receipt for order #4052153012.

Customer Number	592104182
Microsoft 365 Email Essentials with Security — Renewal — jonathan@damacinvestments.org — 1 Year	\$107.88
Total	\$107.88
Billed to	Checking - Business account ending [REDACTED]

Receipt 3 — Domain renewal

From: donotreply@godaddy.com
To: jon.garcia.a@gmail.com
Date: March 31, 2026, 12:17 UTC
Subject: Renewal receipt for order #4052857925.

Customer Number	592104182
-----------------	-----------

.ORG Domain Renewal — DAMACINVESTMENTS.ORG — 1 Year	\$23.19
Total	\$23.19
Billed to	Checking - Business account ending [REDACTED]

Each receipt was sent by GoDaddy to jon.garcia.a@gmail.com under GoDaddy Customer Number 592104182. Original emails available for inspection.

EXHIBIT 15

Domain registration record — damacinvestments.org
As displayed in Jonathan Garcia's GoDaddy account, September 29, 2026

Domain Information		
Name	damacinvestments.org	
Registry Domain ID	—	
Registered On	2025-03-30T20:48:41.754Z	
Expires On	2027-03-30T20:48:41.754Z	
Updated On	2026-08-12T04:57:24.127Z	
Domain Status	client delete prohibited	
	client renew prohibited	
	client transfer prohibited	
	client update prohibited	
Name Servers	ns47.domaincontrol.com	
	ns48.domaincontrol.com	

Registered On 2025-03-30T20:48:41Z matches GoDaddy order no. 3630502424 (Exhibit 14), sent 2025-03-30 20:48 UTC.

EXHIBIT 16

GoDaddy account — damacinvestments.org, Registration Settings (Registrant: Jon Garcia)
Captured September 29, 2026 — telephone number redacted

Claim Your Free POS

Help Center

Domain

damacinvestments.org

Overview

DNS

Registration Settings

Products

Activity Log

Contact Info ⓘ

Edit

Your contact info won't show in our public [WHOIS directory](#) when Domain Privacy is on.

Name

Jon Garcia

Address

Telephone

Email

jon.garcia.a@gmail.com

Domain Privacy: On ⓘ

Change

Your personal contact info is replaced in our public [WHOIS directory](#) with details from our partner, Domains by Proxy®.

Organization

Domains By Proxy, LLC

Name

Registration Private

Address

DomainsByProxy.com, 100 S. Mill Ave, Suite 1600, Tempe,

Telephone

+1.480.624.2599

Email

01c8c776cd4346f2808af5b9ce7da220@domainsbyproxy.com

Email Privacy

Edit

Private email address

01c8c776cd4346f2808af5b9ce7da220@domainsbyproxy.com

Forwarding email address

jon.garcia.a@gmail.com

Spam filter

On

Sell

List for Sale

Your domain's estimated value is

below \$100 (USD) ⓘ

Advanced

Folders

[Add to Folders](#)

Profile

[Assign to Profile](#)

Delete Domain

Transfer

Domain Lock

On

[Transfer to Another GoDaddy Account](#)

[Transfer to Another Registrar](#)

Connect Domain

EXHIBIT 17

Written promises of equity and partnership iMessages between Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation “Sophia Hotel” (2,991 pages, Sept. 21, 2022 – Sept. 16, 2026), arranged in iMessage layout for readability. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Each message shows its date, time, and page number in the export. Messages are excerpted; the complete export is available for inspection. Brown “re:” tags beneath certain messages were added by Mr. Garcia to identify the company or project the message refers to; they are not part of the messages.

Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

Earliest partnership messages (October–November 2022)

Hands on everything

Garcia · 10/12/22 8:27 PM EDT · Export p. 79

In

Garcia · 10/12/22 8:27 PM EDT · Export p. 79

Off course

Filfil · 10/12/22 8:28 PM EDT · Export p. 79

Ok cool

Garcia · 10/12/22 8:28 PM EDT · Export p. 79

I don't work , just send business n 50%

Filfil · 10/12/22 8:28 PM EDT · Export p. 79

Partnership

Filfil · 10/12/22 8:28 PM EDT · Export p. 80

We can team up

Filfil · 10/13/22 2:10 PM EDT · Export p. 82

Ok

Garcia · 10/13/22 2:10 PM EDT · Export p. 82

I need to get my feet wet

Garcia · 10/13/22 2:10 PM EDT · Export p. 82

My new young partner

Filfil · 10/13/22 2:10 PM EDT · Export p. 82

I think we should plan on getting 5 m. Credit then me and you can buy real estate in Florida

Filfil · 11/6/22 6:58 PM EST · Export p. 186

Partner up

Filfil · 11/6/22 6:58 PM EST · Export p. 186

You manage Florida

Filfil · 11/6/22 6:58 PM EST · Export p. 187

Need one for sofi

Garcia · 11/15/22 7:04 PM EST · Export p. 242

Create one partner

Filfil · 11/15/22 7:04 PM EST · Export p. 242

Sofi Lakes & early equity promises (2022–2023)

We will put you in partnership with the company 20%

Filfil · 10/19/22 10:07 AM EDT · Export p. 99 · **re: all of Ms. Filfil's projects (as she told Garcia in person)**

Is this good!

Filfil · 10/19/22 10:07 AM EDT · Export p. 99

Ok great!

Garcia · 10/19/22 10:08 AM EDT · Export p. 99

I can't believe we will be partners

Filfil · 10/21/22 2:38 PM EDT · Export p. 109

Sofi lakes and u get equity

Filfil · 11/10/22 3:56 PM EST · Export p. 216 · **re: Sofi Lakes**

I m putting u in Sofi lakes small piece of the pie as partner

Filfil · 11/19/22 7:36 AM EST · Export p. 264 · **re: Sofi Lakes**

You want to build equity now is the time to work with me too

Filfil · 1/20/23 5:51 AM EST · Export p. 481

Laporte 10% equity partner, as I promised you

Filfil · 2/3/23 8:07 AM EST · Export p. 488 · **re: Laporte project**

So I can get the partnership agreement done

Filfil · 2/3/23 4:09 PM EST · Export p. 489

Make it happen partner

Filfil · 6/15/23 8:46 AM EDT · Export p. 650

I said u are my partner

Filfil · 6/15/23 8:46 AM EDT · Export p. 650

You are definitely my partner

Filfil · 8/30/23 1:21 PM EDT · Export p. 832

Partner

Filfil · 8/30/23 9:06 PM EDT · Export p. 835

Official life time business partners

Filfil · 8/30/23 9:06 PM EDT · Export p. 835

You are the best partner I could ever have

Filfil · 9/19/23 8:56 PM EDT · Export p. 957

You are a partner

Filfil · 11/2/23 6:30 PM EDT · Export p. 1202

Profit share & 10% (2025)

Don't waste time getting license

Filfil · 7/30/25 9:28 PM EDT · Export p. 1809

U are getting profit share

Filfil · 7/30/25 9:28 PM EDT · Export p. 1809 · re: **GO-M Realty sales**

U are profit share

Filfil · 8/16/25 11:23 AM EDT · Export p. 1845

10% you for

Filfil · 8/18/25 2:26 PM EDT · Export p. 1852

On partnership

Filfil · 8/18/25 2:26 PM EDT · Export p. 1852

Where's the partnership agreement?

Garcia · 8/22/25 10:44 AM EDT · Export p. 1861

| Where's the partnership agreement?

It took 12 months to get partnership done

Filfil · 8/22/25 12:18 PM EDT · Export p. 1862

| Where's the partnership agreement?

Because there is language I m adding to protect any lawsuit

Filfil · 8/22/25 12:18 PM EDT · Export p. 1862

My word is enough to give u 10%

Filfil · 8/27/25 11:43 AM EDT · Export p. 1869 · re: **GO-M Realty**

| My word is enough to give u 10%

Word is not

Garcia · 8/27/25 11:43 AM EDT · Export p. 1869

| My word is enough to give u 10%

If you die I get zero

Garcia · 8/27/25 11:43 AM EDT · Export p. 1869

Le is 10% Kevin is 10% Jon is 10% Investors Melissa is 35% Me 35%

Filfil · 8/27/25 11:52 AM EDT · Export p. 1871 · re: **GO-M Realty**

That's the partner I had to bring a investor to fund the go m realty

Filfil · 8/27/25 11:53 AM EDT · Export p. 1871 · re: **GO-M Realty**

But I told u about 10%

Filfil · 8/27/25 12:19 PM EDT · Export p. 1876

You will have ur partnership

Filfil · 8/28/25 9:05 AM EDT · Export p. 1879

You disappear, dont answer, dont respond, all you're waiting for is partnership, and I'm doing my best expediting

Filfil · 8/29/25 10:18 AM EDT · Export p. 1883

Why do u want not to work, and if u dont work, u still have 10%

Filfil · 8/29/25 10:20 AM EDT · Export p. 1884 · re: **GO-M Realty**

Sit n get ur share

Filfil · 9/11/25 9:02 AM EDT · Export p. 1914

GO-M Realty equity (2025–2026)

As partner

Filfil · 9/30/25 9:00 PM EDT · Export p. 2077

So I Will just give u the ownership with my llc

Filfil · 9/30/25 9:00 PM EDT · Export p. 2078 · **re: her LLC — GO-M Realty discussion**

They eat to bring more business but do not share with u but I'm not letting that happen

Filfil · 10/10/25 9:26 PM EDT · Export p. 2128

Because you have 15%

Filfil · 10/10/25 9:26 PM EDT · Export p. 2128 · **re: GO-M Realty**

You are partner

Filfil · 11/13/25 8:59 AM EST · Export p. 2264

To remain partner it's ur duties to perform

Filfil · 1/30/26 11:34 AM EST · Export p. 2348

| To remain partner it's ur duties to perform

Another example of why we should have had a contract years ago. Thanks for proving my point.

Garcia · 1/30/26 1:20 PM EST · Export p. 2349

Can you do recruiting for ur 10% equity

Filfil · 2/27/26 9:47 PM EST · Export p. 2353 · **re: GO-M Realty**

| Can you do recruiting for ur 10% equity

Yeah I'll put together a plan. What's are value add? Or incentive for joining

Garcia · 3/1/26 9:12 AM EST · Export p. 2354

2500 for arc and marketing Plus 10% of go m realty

Filfil · 4/29/26 10:58 AM EDT · Export p. 2502 · **re: GO-M Realty**

I will send you partnership for unity grid

Filfil · 4/30/26 8:08 AM EDT · Export p. 2510 · **re: Unity Grid Management**

N revised share Jv partnership go m realty

Filfil · 4/30/26 8:08 AM EDT · Export p. 2510 · **re: GO-M Realty**

If u think u want more on go m realty tell me

Filfil · 4/30/26 8:09 AM EDT · Export p. 2510

15% or 20% make ur mind

Filfil · 4/30/26 8:10 AM EDT · Export p. 2510 · **re: GO-M Realty**

Ball is in ur court dont bitch later think for your future

Filfil · 4/30/26 8:19 AM EDT · Export p. 2511

Are u ok with 15% or u want 20%

Filfil · 4/30/26 3:25 PM EDT · Export p. 2512 · **re: GO-M Realty**

From 40% u again get 10% of partnership

Filfil · 6/5/26 5:53 PM EDT · Export p. 2574

I m going to bring u CEO for go m

Filfil · 7/25/26 1:59 PM EDT · Export p. 2735

40 + 10 = 50 %

Filfil · 7/25/26 2:00 PM EDT · Export p. 2736

I will give u 20%

Filfil · 7/25/26 2:00 PM EDT · Export p. 2736 · **re: GO-M Realty**

I m giving u go m 30 % n i m 20%

Filfil · 8/30/26 8:46 AM EDT · Export p. 2896 · **re: GO-M Realty**

U take the lead

Filfil · 8/30/26 8:46 AM EDT · Export p. 2897

That's my proposal

Filfil · 8/30/26 8:46 AM EDT · Export p. 2897

On go m

Filfil · 8/30/26 8:46 AM EDT · Export p. 2897

Hi Go M Realty will be 30%

Filfil · 8/30/26 2:39 PM EDT · Export p. 2908 · **re: GO-M Realty**

I am 21%

Filfil · 8/30/26 2:39 PM EDT · Export p. 2908

Kevin Vader 39%

Filfil · 8/30/26 2:40 PM EDT · Export p. 2908

Le 10%

Filfil · 8/30/26 2:40 PM EDT · Export p. 2908

30% is u

Filfil · 8/30/26 4:04 PM EDT · Export p. 2909 · **re: GO-M Realty**

Unity Grid (2026)

U can be CEO for unity grid

Filfil · 4/13/26 1:40 PM EDT · Export p. 2435 · **re: Unity Grid Management**

I dont mind bringing u in unity grid

Filfil · 4/29/26 6:36 PM EDT · Export p. 2508 · **re: Unity Grid Management**

I will send you partnership for unity grid

Filfil · 4/30/26 8:08 AM EDT · Export p. 2510

I have Unity grid partnership ready

Filfil · 8/15/26 10:10 AM EDT · Export p. 2813 · **re: Unity Grid Management**

Unity grid 30%

Filfil · 8/30/26 8:47 AM EDT · Export p. 2897 · **re: Unity Grid Management**

I m still giving Jin a f Josh 10 each because i promised

Filfil · 8/30/26 8:48 AM EDT · Export p. 2897 · **re: Unity Grid Management**

Josh is with viewport but i promised him equity in unity

Filfil · 9/2/26 9:48 AM EDT · Export p. 2924

Other projects: Laporte, Delaney (Hitchcock), Yara Lakes, Acorn Ranch, Azhules

Morning List of things we should work on - sofi lakes pitch deck - Acorn ranch pitch deck
Website Hihi and Acorn Sofi

Filfil · 11/18/22 6:51 AM EST · Export p. 257 · **re: Sofi Lakes and Acorn Ranch**

I have a 13 million dollar project

Filfil · 2/2/23 11:07 PM EST · Export p. 488

I have put ur name in one of the projects

Filfil · 2/3/23 8:06 AM EST · Export p. 488 · **re: Laporte**

Laporte 10% equity partner, as I promised you

Filfil · 2/3/23 8:07 AM EST · Export p. 488 · **re: Laporte**

Send me all ur details

Filfil · 2/3/23 4:09 PM EST · Export p. 489 · **re: Laporte**

So I can get the partnership agreement done

Filfil · 2/3/23 4:09 PM EST · Export p. 489 · **re: Laporte**

Yara lakes Acorn ranch SOFI lakes Delaney Azule homes Zaza homes 24 acre a Gidding

Filfil · 9/11/23 11:08 PM EDT · Export p. 931 · **re: Yara Lakes, Acorn Ranch, Sofi Lakes, Delaney, Azhules, Zaza**

I will have partnership agreement for Delaney ready And yara lakes

Filfil · 9/20/23 11:15 PM EDT · Export p. 966 · **re: Delaney (Hitchcock) and Yara Lakes**

Yara lakes will be Lp

Filfil · 10/2/23 4:30 PM EDT · Export p. 994 · **re: Yara Lakes**

Zaza homes LLC base project

Filfil · 10/14/23 8:34 PM EDT · Export p. 1079 · **re: Zaza Homes**

Azule too

Filfil · 10/14/23 8:34 PM EDT · Export p. 1079 · **re: Azhules**

Acorn Sofi Yara. Lp

Filfil · 10/14/23 8:34 PM EDT · Export p. 1079 · **re: Acorn Ranch / Sofi Lakes / Yara Lakes**

Advertising for Sofi lakes. Acorn ranch Yara lakes Azules homes Zaza homes Zaza
Homes 2 - August Is this for raising capital.

Filfil · 11/5/23 2:22 PM EST · Export p. 1214 · **re: Sofi Lakes, Acorn Ranch, Yara Lakes, Azhules, Zaza**

We will need to add acorn ranch

Filfil · 8/5/25 9:29 AM EDT · Export p. 1823

| We will need to add acorn ranch
Acorn will be a separate site

Garcia · 8/5/25 9:31 AM EDT · Export p. 1823

Sofi lakes leads will be used for acorn ranch

Filfil · 10/12/25 1:45 PM EDT · Export p. 2142 · **re: Acorn Ranch**

If you could focus on marketing seo social media, and arc and websites I can focus on
development For Acorn ranch azhule homes and Yara Lakes

Filfil · 8/18/26 10:53 AM EDT · Export p. 2832 · **re: Acorn Ranch / Azhules**

Send me ur contract dude so we can move and get things done

Filfil · 8/30/26 8:38 AM EDT · Export p. 2892

Unity grid Go m Sofi lake Acorn ranch

Filfil · 8/30/26 8:39 AM EDT · Export p. 2892 · **re: Unity Grid, GO-M, Sofi Lakes, Acorn Ranch**

Jon, joke and Text separate Let's get this agreement in place

Filfil · 8/30/26 8:41 AM EDT · Export p. 2894

I promised u and need to Complete it asap

Filfil · 8/30/26 8:41 AM EDT · Export p. 2894

Acorn ranch is moving Forward

Filfil · 8/30/26 8:42 AM EDT · Export p. 2895 · **re: Acorn Ranch**

I have u a written

Filfil · 8/30/26 8:42 AM EDT · Export p. 2895

Paper

Filfil · 8/30/26 8:42 AM EDT · Export p. 2895

Look at it

Filfil · 8/30/26 8:42 AM EDT · Export p. 2895

A Month ago

Filfil · 8/30/26 8:42 AM EDT · Export p. 2895

Acorn is starting October

Filfil · 8/30/26 8:44 AM EDT · Export p. 2896 · **re: Acorn Ranch**

The Beneficial Trust (Sophia Filfil, Trustee)

Whats the the name of trust holding Hockley?

Garcia · 11/12/22 12:05 PM EST · Export p. 227

Ok got it, does the trust have a name though

Garcia · 11/12/22 12:11 PM EST · Export p. 229

Image (screenshot of email — not in export)

Filfil · 11/12/22 12:12 PM EST · Export p. 229

Sophia Filfil, Trustee For The Beneficial Trust

Garcia · 11/12/22 12:12 PM EST · Export p. 229 · **re: The Beneficial Trust**

GP texafund will collect money Partners are Beneficial trust Cay island Distributed to lp Sofi lakes phase one Lp Beneficial Cay islands Investors Which will then be distributed to the Sofi lakes Llc project Beneficial right now

Filfil · 9/20/23 9:37 PM EDT · Export p. 963 · **re: The Beneficial Trust / Sofi Lakes**

Ok so you expect me to walk away with nothing? Correct? Thats what you want correct?

Garcia · 9/14/26 11:50 PM EDT · Export p. 2986

"I told you I can't give you a partnership in my SoFi Lakes project"

Garcia · 9/14/26 11:52 PM EDT · Export p. 2986

This is a lie

Garcia · 9/14/26 11:52 PM EDT · Export p. 2986

You said you could at your home

Garcia · 9/14/26 11:52 PM EDT · Export p. 2986

Via your trust

Garcia · 9/14/26 11:53 PM EDT · Export p. 2986 · **re: The Beneficial Trust / Sofi Lakes**

U got paid every step of the way for the work u did : all the work and go m realty partnership today I have only funds left to pay the lender this month Until i bring back sales of the houses and sqft up none of the buyers buying small homes only sales in part three month two houses Marketing is not working either I will be doing this grand opening to try to bring peolle may be This will help i have to try everything to make it work

Filfil · 9/14/26 11:53 PM EDT · Export p. 2986

I was promised equity and I'm going to get it

Garcia · 9/14/26 11:54 PM EDT · Export p. 2987

Damac & Granbury

Granbury

Filfil · 3/30/25 12:40 PM EDT · Export p. 1564

Damacinvestment

Filfil · 3/30/25 12:45 PM EDT · Export p. 1565

Damacinvestment.us

Filfil · 3/30/25 12:46 PM EDT · Export p. 1565

I got damacinvestments.org other came up unavailable as well

Garcia · 3/30/25 4:46 PM EDT · Export p. 1567

jonathan@damacinvestments.org

Garcia · 3/30/25 5:02 PM EDT · Export p. 1568

Google workspace Email ID user created Username: jonathan@damacinvestments.us
passsword: Sophiafilfil123

Filfil · 4/1/25 7:16 AM EDT · Export p. 1575

Put Damac Investments LLC Texas

Garcia · 4/1/25 10:26 AM EDT · Export p. 1575

I will send u partnership agreement copies

Filfil · 4/2/25 1:37 AM EDT · Export p. 1582

Data center

Filfil · 4/2/25 1:38 AM EDT · Export p. 1583

What company do You want to Jv for Granbury

Filfil · 12/16/25 7:03 PM EST · Export p. 2339 · **re: Granbury**

U are the only one going to make money on Granbury

Filfil · 6/16/26 4:54 PM EDT · Export p. 2599 · **re: Granbury**

Granbury closing end of October

Filfil · 8/30/26 8:39 AM EDT · Export p. 2893

Alright then just give me my Granbury money. I'm out. I don't want to be involved with these people.

Garcia · 9/2/26 9:34 AM EDT · Export p. 2922

Granbury in writing

Filfil · 9/2/26 9:51 AM EDT · Export p. 2926 · **re: Granbury**

Granbury with notized

Filfil · 9/2/26 9:58 AM EDT · Export p. 2928 · **re: Granbury**

Your Granbury sent

Filfil · 9/2/26 11:32 AM EDT · Export p. 2932 · **re: Granbury**

Work for partnership — then denial

When u needed money i sent you many many time s? U forgot and gave you this marketing and partnership so u can make money n not struggle

Filfil · 9/23/25 9:10 PM EDT · Export p. 2037

Thank you fo being a good partner

Filfil · 8/17/26 8:39 PM EDT · Export p. 2831

A partner that gets things done without issues

Filfil · 8/17/26 8:39 PM EDT · Export p. 2831

You are partner

Filfil · 8/27/26 11:48 PM EDT · Export p. 2871

By the way along the line i pay u for website and everything else u bill me & partnership

Filfil · 8/30/26 9:09 AM EDT · Export p. 2901

You work i pay and give partnership

Filfil · 8/30/26 9:12 AM EDT · Export p. 2901

I m writing checks for everyone from go m. Before changing partnership

Filfil · 8/30/26 9:12 AM EDT · Export p. 2901

| By the way along the line i pay u for website and everything else u bill me & partnership
You got equity

Garcia · 8/30/26 9:36 AM EDT · Export p. 2902

| By the way along the line i pay u for website and everything else u bill me & partnership
I got zero. Big difference

Garcia · 8/30/26 9:36 AM EDT · Export p. 2902

"I told you I can't give you a partnership in my SoFi Lakes project"

Garcia · 9/14/26 11:52 PM EDT · Export p. 2986

U got paid every step of the way for the work u did : all the work and go m realty partnership today I have only funds left to pay the lender this month Until i bring back sales of the houses and sqft up none of the buyers buying small homes only sales in part three month two houses Marketing is not working either I will be doing this grand opening to try to bring peolle may be This will help i have to try everything to make it work

Filfil · 9/14/26 11:53 PM EDT · Export p. 2986

I was promised equity and I'm going to get it

Garcia · 9/14/26 11:54 PM EDT · Export p. 2987

EXHIBIT 18

Messages concerning Connor J. Smith and the partnership documents iMessages between Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation “Sophia Hotel” (2,991 pages, Sept. 21, 2022 – Sept. 16, 2026), arranged in iMessage layout for readability. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Each message shows its date, time, and page number in the export. Messages are excerpted; the complete export is available for inspection.

Sophia Hotel (Sophia Filfil)
iMessage - [REDACTED]

Ms. Filfil identifies Connor J. Smith as her counsel and as drafting the partnership documents

We are missing my counsel Connor Smith Partner water wastewater Bclear

Filfil · 5/30/25 8:13 AM EDT · Export p. 1718

I need to know are u in or out , without plans and performance I can't make my decision I have Connor's smith office waiting for me to give them details so partnership is done .

Filfil · 8/16/25 11:38 AM EDT · Export p. 1848

I will send you partnership for unity grid

Filfil · 4/30/26 8:08 AM EDT · Export p. 2510

N revised share Jv partnership go m realty

Filfil · 4/30/26 8:08 AM EDT · Export p. 2510

Connor Smith and Alyna will update

Filfil · 4/30/26 8:09 AM EDT · Export p. 2510

If u think u want more on go m realty tell me

Filfil · 4/30/26 8:09 AM EDT · Export p. 2510

15% or 20% make ur mind

Filfil · 4/30/26 8:10 AM EDT · Export p. 2510

Connor Smith is changing the partnership

Filfil · 9/2/26 6:49 PM EDT · Export p. 2940

So tomorrow or friday for go m and Unity

Filfil · 9/2/26 6:50 PM EDT · Export p. 2940

Things changed to so i have to legal do it right legally removing two partners and see what the issues i will Face sign i had a executed partnership so Connor has to review and create for the release

Filfil · 9/2/26 8:34 PM EDT · Export p. 2941

So no doxuwmtns i had done was same as go m realty

Filfil · 9/2/26 8:35 PM EDT · Export p. 2941

Yes go m realty

Filfil · 9/2/26 8:37 PM EDT · Export p. 2941

EXHIBIT 19

Garcia's work on the Sofi Lakes branding, logos, designs, websites, and domain
iMessages between Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation "Sophia Hotel" (2,991 pages, Sept. 21, 2022 – Sept. 16, 2026), arranged in iMessage layout for readability. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Each message shows its date, time, and page number in the export. Messages are excerpted; images attached to messages were not included in the export; the complete export is available for inspection.

Sophia Hotel (Sophia Filfil)
iMessage - [REDACTED]

Ms. Filfil assigns Garcia the Sofi Lakes website, pitch deck, and branding (2022–2023)

Morning List of things we should work on - sofi lakes pitch deck - Acorn ranch pitch deck
Website Hihi and Acorn Sofi

Filfil · 11/18/22 6:51 AM EST · Export p. 257

Sofi lakes website you handling right

Filfil · 11/29/22 10:54 AM EST · Export p. 317

Hi did sofi lakes website get done

Filfil · 12/17/22 2:57 PM EST · Export p. 391

What's going on with Sofi lakes website

Filfil · 1/13/23 10:05 PM EST · Export p. 466

Garcia buys sofilakes.com (Nov. 17, 2022)

Put sofi lakes into AESO or what are you thinking?

Garcia · 11/17/22 8:55 AM EST · Export p. 253

I bought sofilakes.com

Garcia · 11/17/22 11:29 AM EST · Export p. 253

Garcia's Sofi Lakes design files (Figma)

Figma [www.figma.com https://www.figma.com/proto/3kdK3obdpApgPwfg6ulyV9/SOFI-LAKES?_page-id=0%3A1&node-id=103%3A1269&viewport=-323%2C307%2C0.44&scaling=min-zoom](https://www.figma.com/proto/3kdK3obdpApgPwfg6ulyV9/SOFI-LAKES?_page-id=0%3A1&node-id=103%3A1269&viewport=-323%2C307%2C0.44&scaling=min-zoom)

Garcia · 12/18/22 2:53 PM EST · Export p. 392

You see Figma?

Garcia · 10/7/23 12:02 PM EDT · Export p. 1026

<https://www.figma.com/file/8etYSRR3dEP9ICUztfsvbR/SOFI-LAKES?type=design&node-id=0%3A1&mode=design&t=VL3lo3dfG882mmxb-1>

Garcia · 10/7/23 4:34 PM EDT · Export p. 1028

<https://www.figma.com/design/XHD4zkNfkye5VSM7JB48uy/SofiLakes-Copy?node-id=0-1&t=Sv38QfwHgpaWbbJP-1>

Garcia · 9/10/25 2:02 PM EDT · Export p. 1902

| Don't print anything

Hi. I'm not. I sent figma link to everyone. To Comment

Garcia · 10/9/25 4:57 PM EDT · Export p. 2119

Ms. Filfil acknowledges the logos and designs are Garcia's

Do you like the logos

Filfil · 10/4/23 1:39 PM EDT · Export p. 1008

Not really lol

Garcia · 10/4/23 2:06 PM EDT · Export p. 1008

What it's nicer then yours

Filfil · 10/4/23 2:07 PM EDT · Export p. 1008

Replying to Sophia Hotel, 2025-08-02 13:56:00: (Image) I designed this

Garcia · 8/2/25 4:20 PM EDT · Export p. 1819

I thought it was ur team

Filfil · 8/2/25 4:47 PM EDT · Export p. 1820

My sketch lol

Filfil · 8/2/25 4:47 PM EDT · Export p. 1820

No lol

Garcia · 8/2/25 4:48 PM EDT · Export p. 1820

I hired someone for that other one

Garcia · 8/2/25 4:48 PM EDT · Export p. 1820

I want to keep this design

Filfil · 8/2/25 5:22 PM EDT · Export p. 1820

Ms. Filfil asks Garcia for the Sofi Lakes and Rayyan logos and designs

Approve logo?

Garcia · 10/13/25 1:08 PM EDT · Export p. 2148

I have logo

Filfil · 10/13/25 1:12 PM EDT · Export p. 2148

Take the design

Filfil · 10/13/25 1:17 PM EDT · Export p. 2148

Do you happen to have an .svg file for the Logo? Rayyan

Filfil · 11/4/25 1:27 PM EST · Export p. 2226

| Do you happen to have an .svg file for the Logo? Rayyan
PNG

Garcia · 11/4/25 2:21 PM EST · Export p. 2227

I emailed logos yesterday

Garcia · 11/4/25 2:21 PM EST · Export p. 2227

Rayyan logo

Filfil · 11/7/25 1:32 PM EST · Export p. 2243

Send logo

Filfil · 11/15/25 1:47 PM EST · Export p. 2276

Sofi lakes logo With each builder

Filfil · 11/23/25 1:13 PM EST · Export p. 2308

I think we need to add Sofi Lakes' bigger logo and Katy size

Filfil · 6/28/26 10:49 PM EDT · Export p. 2628

I think we need to add Sofi Lakes' bigger logo and Katy size
I'll Make a bigger one today

Garcia · 6/29/26 8:08 AM EDT · Export p. 2629

Can u send me sofi lakes logo white one

Filfil · 8/4/26 9:41 PM EDT · Export p. 2759

Send me a nice logo for sofi lakes trash can

Filfil · 8/6/26 9:43 PM EDT · Export p. 2770

Garcia created the branding — not AI

I never claimed that I created the front great Gate I said I created the branding. Those two are separate things and it's not AI by the way. Edited

Garcia · 9/25/25 11:32 AM EDT · Export p. 2051

I use figma

Garcia · 9/25/25 11:33 AM EDT · Export p. 2051

Theses are the ones I designed

Garcia · 10/31/25 12:43 PM EDT · Export p. 2209

Plus it doesnt match design

Garcia · 10/31/25 12:44 PM EDT · Export p. 2209

Accounts in Garcia's name; unpaid branding

Sophia Jon owns the Go High Level account and SOFI Lakes is a sub account. Spoke with Ed and a sub account can be moved. Did you want to add your own GHL account are you good with the current set up. Ed informed me that his version of GHL is customized and ready to go. This eliminates having to add a bunch of automations. This would have you as a sub license of his agency. Explain

Filfil · 10/13/25 11:23 AM EDT · Export p. 2147

No you didn't. You haven't paid me for the branding. You haven't paid me for the last 4 years. You haven't paid me for a lot of things. Edited

Garcia · 9/14/26 11:53 PM EDT · Export p. 2986

EXHIBIT 20

Emails of September 14, 2026 — “RE: partners”
Sophia Filfil and Alyna Caesar-Ayure (Doré Rothberg Law, P.C.)

Reproduced from Jonathan Garcia’s email account (jon.garcia.a@gmail.com), a recipient of both messages. Text is verbatim; signature blocks, security banners, and embedded images are omitted. Highlighting added by Mr. Garcia.

From: Sophia FilFil <sophia@gardenburedevelopment.com>
Date: Mon, Sep 14, 2026 at 7:56 AM
Note: as quoted within the thread forwarded to Mr. Garcia, beneath Ms. Filfil’s 11:15 AM message to him (copying Connor Smith and Alyna Caesar-Ayure)

Connor and Alyna,

I submitted the partnership agreements for GO-M Realty and Unity Grid Management two weeks ago. Despite my efforts to provide status updates, Jon has been messaging me frequently, alleging that I am responsible for these delays. His persistent pressure and argumentative approach have significantly hindered my ability to focus on the necessary next steps.

To date, I have personally covered 100% of the expenses for both GO-M Realty and Unity Grid Management, including all website development and ongoing operational costs. It is untenable for me to continue funding these ventures entirely on my own while expecting 100% of the results.

I have been managing significant personal stress and health challenges over the past week while attending to Dr. Reddy. I have previously provided all relevant documentation and correspondence for your review.

I am currently evaluating whether to continue with these projects or to dissolve my involvement and accept the losses associated with GO-M Realty and Unity Grid Management. Given that Sofi Lakes carries nearly \$60 million in debt, along with other property obligations, I have exhausted my personal resources to support these partnerships and create opportunities for others.

I require 24 hours to finalize my decision. I have included Jon in this correspondence to illustrate the complexity of the current timeline. I believe we should approach these matters methodically to ensure all details are addressed correctly for the benefit of all stakeholders.

As the previous partnership agreement for GO-M Realty has now been finalized, I am proceeding with the pause as previously discussed and will remit the agents’ rental revenue proceeds today. Jon has been compensated for his services according to our established monthly payment schedule.

From: Alyna Caesar-Ayure <acaesar-ayure@dorelaw.com>
Date: Monday, September 14, 2026, 11:21 AM (Central)
To: Sophia FilFil; Jon Garcia
Cc: Sofi Lakes; Kevin Vader; Jin Jung; Connor Smith
Subject: RE: partners

Good morning all,

First and foremost, I want to apologize for the delay on our part in processing the requested review and revisions of the partnership agreements for Go-M Realty and Unity Grid Management. It takes quite a bit of time to review the underlying agreements to ensure cohesion with the requested changes and make sure we're in compliance with any applicable law. Even so, I apologize that my delay caused such disruption.

Moving forwards, I would request that all involved here direct all communications to either Connor or myself as it regards to anything related to the currently only applicable agreement (as all other proposals have either not been signed or were still under review and consideration prior to this point), the Joint Venture Agreement between Go-M Realty, LLC; Texas Top Realty, LLC; and 310 Capital, LLC.

Best,

Alyna Caesar-Ayure | Senior Associate Attorney | Doré Rothberg Law, P.C.

EXHIBIT 21

Doré Rothberg Law drafted the M Realty Joint Venture Agreement and GO-M Realty Company Agreement (October 2025)

Reproduced from Jonathan Garcia's email account (jon.garcia.a@gmail.com / jongarciaa@gmail.com), a recipient of each message. Text is verbatim; signature blocks, disclaimers, and embedded images are omitted. Highlighting added by Mr. Garcia.

From: Sophia Filfil <sophiafilfil@gmail.com>
Date: Sat, Oct 4, 2025
To: kevin@texastoprealty.com; jon.garcia.a@gmail.com; le@texastoprealty.com; sophia@gardenbure.com; CSmith@dorelaw.com; lhall@dorelaw.com
Subject: Fwd: Go-M Realty Company Agreement and Joint Venture Agreement Drafts
Attachments: Company Agreement - GO M REALTY LLC v2.doc; Joint Venture Agreement - M Realty.docx

Attached is a partnership agreement.

----- Forwarded message -----

From: Lara Hall <lhall@dorelaw.com>

Date: Fri, Oct 3, 2025 at 4:01 PM

Subject: Go-M Realty Company Agreement and Joint Venture Agreement Drafts

To: Sophia Filfil <sophiafilfil@gmail.com>

Cc: Connor Smith <CSmith@dorelaw.com>

Hi Sophia,

Attached please find drafts of a modified Company Agreement and the potential Joint Venture Agreement. I highlighted the areas that need your attention/input.

If you would like to send me email addresses for Le Nguyen, Kevin Vader, and Jonathan Garcia I would be happy to forward the drafts to them as well.

Please review the drafts and let me know if you have any questions or want changes made.

Have a great weekend.

Lara

Lara Hall | Associate Attorney | Doré Rothberg Law, P.C.

From: Sophia Filfil <sophia@gardenbure.com>
Date: Mon, Oct 6, 2025
To: kevin@texastoprealty.com
Cc: le@texastoprealty.com; jon.garcia.a@gmail.com; Jinjung1@outlook.com; lhall@dorelaw.com; Csmith@dorelaw.com
Subject: GO M Realty Partnership for Licenses
Attachments: Company Agreement - GO M REALTY LLC - Broker Signed.pdf

Kevin,

Please find the attached Partnership Go M Realty LLC DBA information for your review. Kindly forward this information to the attorneys for their reference. Furthermore, please ensure that Jon signs the JV partnership agreement and share it with me for my signature.

EXHIBIT 22

Ms. Filfil's development projects on which Garcia worked (December 2025 – March 2026)

Reproduced from Jonathan Garcia's email account (jon.garcia.a@gmail.com / jongarciaa@gmail.com), a recipient of each message. Text is verbatim; signature blocks, disclaimers, and embedded images are omitted. Highlighting added by Mr. Garcia.

From: Lorenzo Sanchez (Alexo Digital) <lorenzo@alexodigital.com>
Date: Thu, Dec 4, 2025
To: jongarciaa@gmail.com
Cc: kevin@texastoprealty.com; Sophia@gardenbure.com
Subject: Action Required: Transfer of 'Boss Collision' & 'Equipment Launch' Sub-accounts

Hi Jon,

Sophia requested that I communicate this.

To add subaccounts for her two other development projects, 54 Acorn Ranch and 56 Yara Lakes, we need to migrate your two personal sub-accounts (Boss Collision and Equipment Launch) out of the current SoFi Lakes agency and into your own agency account.

[remainder omitted]

From: Jin Jung <jin@gardenburedevelopment.com>
Date: Sat, Mar 28, 2026
To: jon.garcia.a@gmail.com
Cc: sophia@gardenburedevelopment.com
Subject: Re: PROJECTS?

These are the current projects:

1. Sofi Lakes Phase 1 Construction Administration
2. Sofi Lakes Section 3 & 4
3. Acorn Ranch
4. Delany Residential
5. Granbury Data Center

On Mon, Mar 23, 2026 at 2:03 PM Jon Garcia <jon.garcia.a@gmail.com> wrote:

> What projects are we currently working on so I can put in here? This is for the engineering side.

EXHIBIT 23

Messages identifying each third-party defendant and project
iMessages between Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation “Sophia Hotel” (2,991 pages, Sept. 21, 2022 – Sept. 16, 2026), arranged in iMessage layout for readability. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Each message shows its date, time, and page number in the export. Section headings were added by Mr. Garcia. Messages are excerpted; attachments were not included in the export (file names are shown where the export lists them).

Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

Gardenbure Development, LLC — Ms. Filfil's company, used to invoice and hold property

Whatever you spend please get the invoice under GardenBure development llc

Filfil · 11/19/22 3:19 PM EST · Export p. 266

GardenBure development company

Filfil · 1/14/23 12:03 AM EST · Export p. 474

I need to check all my LLC

Filfil · 4/2/25 1:39 AM EDT · Export p. 1583

See whose listed lol

Filfil · 4/2/25 1:39 AM EDT · Export p. 1583

Yaalx realty group

Filfil · 4/2/25 1:40 AM EDT · Export p. 1583

Yaalx real estate

Filfil · 4/2/25 1:40 AM EDT · Export p. 1583

GardenBure llc

Filfil · 4/2/25 1:40 AM EDT · Export p. 1583

I should have changed it in December

Filfil · 4/2/25 1:40 AM EDT · Export p. 1584

Title is clean

Filfil · 7/22/25 9:39 PM EDT · Export p. 1781

GardenBure llc owns it now

Filfil · 7/22/25 9:40 PM EDT · Export p. 1781

Yaalx Realty Group, LLC and Zachary Peters — her brokerage and its broker on the Granbury transaction

Hi

Filfil · 2/24/25 12:57 PM EST · Export p. 1502

She Noel has it . Because we don't have a contract title . I ask Zach to get contract

Filfil · 2/24/25 12:58 PM EST · Export p. 1502

Zach is sending u information

Filfil · 3/31/25 9:28 PM EDT · Export p. 1572

His trying to test ur email

Filfil · 3/31/25 9:36 PM EDT · Export p. 1572

Good morning never got the signed company information. Let me know. Thanks.

Garcia · 7/23/25 12:03 PM EDT · Export p. 1785

Morning We have to use the company Zach provided

Filfil · 7/23/25 12:04 PM EDT · Export p. 1785

For payments to these Philippine we will need invoice system

Filfil · 7/23/25 9:37 PM EDT · Export p. 1787

All work for sofi lakes separately M realty Yaalx realty group Separate

Filfil · 7/23/25 9:38 PM EDT · Export p. 1787

We need to sell some of those houses to make money. You can sell everything, but we need to have at least five or 10 houses from Yaalx Realty group for their future

Filfil · 3/6/25 10:47 PM EST · Export p. 1511

That's was for yaalx realty group to bring listing

Filfil · 11/3/25 1:32 PM EST · Export p. 2218

Unity Grid Management, LLC — her company; Garcia built its website; partnership promised

Replying to you, 2026-04-08 18:47:14: (Image) Add the sofi lakes residential association. Inc Unity grid management LLC Info@unitygridmanagment.com

Filfil · 4/8/26 6:59 PM EDT · Export p. 2426

| Eta on unity grid website
It's 95% done

Garcia · 4/11/26 3:19 PM EDT · Export p. 2431

John, the signage I mentioned to you is about Unity Grid management company in a black background with a phone contact and email address for the public who come there in a QR code to get on the website to find the information about the homeowners association, which is Sofi Lakes the residential association Inc. at the bottom of the Sign you can also add this together with a Management company

Filfil · 4/13/26 10:53 AM EDT · Export p. 2434

I will send you partnership for unity grid

Filfil · 4/30/26 8:08 AM EDT · Export p. 2510

Morning List of things to get done Social media All Unity grid documents recorded one Post card payment

Filfil · 7/24/26 7:36 AM EDT · Export p. 2727

I have Unity grid partnership ready

Filfil · 8/15/26 10:10 AM EDT · Export p. 2813

Unity grid 30%

Filfil · 8/30/26 8:47 AM EDT · Export p. 2897

Unity grid is separated I fund as equity loan

Filfil · 8/30/26 5:55 PM EDT · Export p. 2910

54 Acorn Ranch, Ltd. — her project; Garcia's pitch deck, website, and marketing; partnership promised

Morning List of things we should work on - sofi lakes pitch deck - Acorn ranch pitch deck
Website Hihi and Acorn Sofi

Filfil · 11/18/22 6:51 AM EST · Export p. 257

GardenBure to 54 Acorn Ranch, Ltd.jpeg [file name of attachment; file not in export]

Filfil · 4/3/23 9:20 AM EDT · Export p. 524

We will need to add acorn ranch

Filfil · 8/5/25 9:29 AM EDT · Export p. 1823

We will need to add acorn ranch
Acorn will be a separate site

Garcia · 8/5/25 9:31 AM EDT · Export p. 1823

Sofi lakes leads will be used for acorn ranch

Filfil · 10/12/25 1:45 PM EDT · Export p. 2142

If you could focus on marketing seo social media, and arc and websites I can focus on
development For Acorn ranch azhule homes and Yara Lakes

Filfil · 8/18/26 10:53 AM EDT · Export p. 2832

Send me ur contract dude so we can move and get things done

Filfil · 8/30/26 8:38 AM EDT · Export p. 2892

Unity grid Go m Sofi lake Acorn ranch

Filfil · 8/30/26 8:39 AM EDT · Export p. 2892

Jon, joke and Text separate Let's get this agreement in place

Filfil · 8/30/26 8:41 AM EDT · Export p. 2894

I promised u and need to Complete it asap

Filfil · 8/30/26 8:41 AM EDT · Export p. 2894

Acorn ranch is moving Forward

Filfil · 8/30/26 8:42 AM EDT · Export p. 2895

I have u a written

Filfil · 8/30/26 8:42 AM EDT · Export p. 2895

Acorn is starting October

Filfil · 8/30/26 8:44 AM EDT · Export p. 2896

56 Yara Lakes — her project; partnership agreement promised

Yara lakes Acorn ranch SOFI lakes Delaney Azule homes Zaza homes 24 acre a Gidding

Filfil · 9/11/23 11:08 PM EDT · Export p. 931

List Cost for Delaney Cost for acorn ranch Timeline for sofi lakes mile stone Yara lakes
mile stone Delaney milestone Videos done for all three CMA for Katy CMA for Delaney
CMA for acorn ranch CMA for sofi lakes CMA for yara lakes

Filfil · 9/12/23 9:06 PM EDT · Export p. 936

I will have partnership agreement for Delaney ready And yara lakes

Filfil · 9/20/23 11:15 PM EDT · Export p. 966

Yara lakes will be Lp

Filfil · 10/2/23 4:30 PM EDT · Export p. 994

Acorn Sofi Yara. Lp

Filfil · 10/14/23 8:34 PM EDT · Export p. 1079

Advertising for Sofi lakes. Acorn ranch Yara lakes Azules homes Zaza homes Zaza Homes 2 - August Is this for raising capital.

Filfil · 11/5/23 2:22 PM EST · Export p. 1214

Laporte, Delany Residential (Hitchcock), and Azhules — her projects and their size

I have put ur name in one of the projects

Filfil · 2/3/23 8:06 AM EST · Export p. 488

Laporte 10% equity partner, as I promised you

Filfil · 2/3/23 8:07 AM EST · Export p. 488

So I can get the partnership agreement done

Filfil · 2/3/23 4:09 PM EST · Export p. 489

I am finalizing Delaney Acorn ranch Laporte tomorrow

Filfil · 11/5/23 8:44 PM EST · Export p. 1215

What's current estimated number of homes for La Porte

Garcia · 11/18/25 1:19 PM EST · Export p. 2286

Acorn 220 homes I have

Garcia · 11/18/25 1:19 PM EST · Export p. 2286

Delany 78?

Garcia · 11/18/25 1:19 PM EST · Export p. 2286

Laporte 204

Filfil · 11/18/25 1:20 PM EST · Export p. 2287

-acorn ranch 186

Filfil · 11/18/25 1:20 PM EST · Export p. 2287

Azhule homes 80

Filfil · 11/18/25 1:20 PM EST · Export p. 2287

EXHIBIT 24

Email of September 14, 2026 — “Final payments to 310 capital LLC jon Garcia”
Sophia Filfil to Connor Smith and Alyna Caesar-Ayure, copying Jonathan Garcia

Reproduced from Jonathan Garcia’s email account (jon.garcia.a@gmail.com), a recipient. Text is verbatim; the attached image is omitted.
Highlighting added by Mr. Garcia.

From: Sophia FilFil <sophia@gardenburedevelopment.com>
Date: Mon, Sep 14, 2026
To: CSmith@dorelaw.com; Acaesar-ayure@dorelaw.com
Cc: jon.garcia.a@gmail.com; info@sofilakes.com; kevin@century21toprealty.com; jin@gardenburedevelopment.com
Subject: Final payments to 310 capital LLC jon Garcia

Connor,

Final payments on :

Viewport Engineering website - invoice for this was never sent: yaalx realty group paying because I m not owner of viewport engineering.

622 Sofi lakes :website and other work - final - contract I sent - been paying/ ending the work . I don't need help:

Unity grid : pay off for work etc work was done, more than invoice amount .

Kevin is sending - go m realty checks since the income was generated by Kevin Vader : final partnership funds / I m taking a bit of 100k plus in expenses .

Sent from my iPhone

EXHIBIT 25

Emails concerning the Granbury transaction — the seller’s broker, the buyer’s broker, and Garcia’s signature as Damac’s “Member”

Reproduced from Jonathan Garcia’s email account (jon.garcia.a@gmail.com), a recipient of each message. Text is verbatim except bracketed words; signature blocks, disclaimers, and embedded images are omitted. Times are shown as in the messages. Highlighting added by Mr. Garcia.

From: Zach Peters <ztxbroker@gmail.com>
Date: Mon, Mar 31, 2025, 9:43 AM
To: YLX Sophia Filfil <Sophiafilfil@gmail.com>
Subject: Packet for extension
Attachments: 01 6pgs Granbury P1 Rpt RFS.pdf; Exec Intent Letter - Damac.pdf; Amend Feasibility - Granbury Damac.pdf
Forwarded
by Ms.
Filfil to
Garcia: Mar 31, 2025

Bullet points for Kevin to add to extension packet:

Because of these issues we had to include them in the contract and factor the timelines for feasibility & closing Phase 2 environmental is being done, which takes 4mo to be returned bc of the active oil & gas. If Buyer fails to close, they will hand over all feasibility test results to the Seller (current worth approx \$1.5 million and will grow)

Regards,

Zach Peters · [REDACTED] · Broker | Yaalx Realty Group

From: Kevin Vader <kevin@century21toprealty.com>
Date: March 31, 2025, 3:17 PM (GMT-5)
To: ashok37@gmail.com; Zach Peters <ztxbroker@gmail.com>; Sophia Filfil <sophiafilfil@gmail.com>
Subject: Fwd: Packet for extension
Attachments: 01 6pgs Granbury P1 Rpt RFS.pdf; Exec Intent Letter - Damac.pdf; Yalax Exhibit A.pdf; Commercial_Contract_Amendment__1__7_22.pdf
Forwarded
by Ms.
Filfil to
Garcia
with the
note
"FYI": Mar 31, 2025

Ashok,

Please see attached environmental report. There are multiple items that will need to be addressed during the feasibility period. This includes water sources, electric lines running through the property, 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).

The buyer will close as quickly possible and if they can close before the dates on the extension they will. At this time we are trying to close by the 8th of December. Attached is the formal amendment with exact dates.

I have requested the statement of good standing for the LLC. Once I have it, I will forward it to you.

Going forward it will be best to communicate requests through Sophia and Zach. I certainly want to keep them informed with any communication that I have and be respectful of their client relationship with you.

Thank you,

Kevin Vader · Owner/Broker, CENTURY 21 Top Realty

Thread: "Re: test" — Zach Peters <ztxbroker@gmail.com> and Jon Garcia, April 1, 2025 (Sophia Filfil copied on the updated form)

Peters, 6:17 AM (PDT): Can you print / sign and scan this back to me when you get a chance? It needs a wet [signature] ...

Garcia, 7:11 AM: Title should be Member or Manager. Ask Sophia

Garcia, 8:10 AM: Put Member.

Peters, 8:43 AM, to Garcia and Sophiafilfil@gmail.com: Jon, updated form is attached. Please sign today if you can. — Zach Peters, Broker | Yaalx Realty Group

Garcia, 9:18 AM, to Peters and Ms. Filfil: [signed form returned]

From: Authentisign <secure@authentisign.com>
Date: Dec 18, 2025
To: jon.garcia.a@gmail.com
Subject: Your signature is requested: Commercial Contract Amendment #1 - 7/22

Hello Jon Garcia, Zach Peters (ztxbroker@gmail.com) is inviting you to participate as a signing party in an Authentisign E-Signature document signing. Signing name: Commercial Contract Amendment #1 - 7/22 ...

EXHIBIT 26

iMessages concerning the Granbury transaction — seller, brokers, resale, and the \$500,000 promise
Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation “Sophia Hotel,” arranged in iMessage layout. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Each shows its date, time, and export page number. Section headings were added by Mr. Garcia.

Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

Dr. Reddy, the seller (Dec. 2024)

Dr reddy signed the contract

Filfil · 12/5/24 9:34 PM EST · Export p. 1405

It's in the title company

Filfil · 12/5/24 9:35 PM EST · Export p. 1406

“Your broker is Kevin Vader” (Mar. 31, 2025)

Water wells drill to see if there was water sophia filfil Put a well to verify water enough well

Filfil · 3/31/25 11:10 AM EDT · Export p. 1569

Two major creeks

Filfil · 3/31/25 11:10 AM EDT · Export p. 1569

Your broker is Kevin Vader

Filfil · 3/31/25 11:10 AM EDT · Export p. 1569

Normally we deal with broker . Text message

Filfil · 3/31/25 11:11 AM EDT · Export p. 1569

“My buyer will close ...” “get Dr reddy out off the way” (Mar. 31, 2025)

His trying to test ur email

Filfil · 3/31/25 9:36 PM EDT · Export p. 1572

Yes

Garcia · 3/31/25 9:43 PM EDT · Export p. 1572

My buyer will close in August or September

Filfil · 3/31/25 10:03 PM EDT · Export p. 1573

Which deal?

Garcia · 3/31/25 10:12 PM EDT · Export p. 1573

You have so many lol

Garcia · 3/31/25 10:12 PM EDT · Export p. 1573

Granbury

Filfil · 3/31/25 10:39 PM EDT · Export p. 1573

We need to just get Dr reddy out off the way

Filfil · 3/31/25 10:55 PM EDT · Export p. 1573

I m getting ur email done

Filfil · 3/31/25 10:55 PM EDT · Export p. 1573

“we are making only little about 30 million” — resale to a data center (Apr. 2, 2025)

Working on it

Filfil · 4/2/25 1:37 AM EDT · Export p. 1582

But we are making only little about 30 million

Filfil · 4/2/25 1:37 AM EDT · Export p. 1582

This a 10-20 year deal?

Garcia · 4/2/25 1:37 AM EDT · Export p. 1582

I see

Garcia · 4/2/25 1:37 AM EDT · Export p. 1582

Quick flip

Garcia · 4/2/25 1:38 AM EDT · Export p. 1582

Buy selling

Filfil · 4/2/25 1:38 AM EDT · Export p. 1582

Up

Filfil · 4/2/25 1:38 AM EDT · Export p. 1582

Yup

Filfil · 4/2/25 1:38 AM EDT · Export p. 1582

Builders will make a killing

Garcia · 4/2/25 1:38 AM EDT · Export p. 1582

September

Filfil · 4/2/25 1:38 AM EDT · Export p. 1582

No builder

Filfil · 4/2/25 1:38 AM EDT · Export p. 1583

Data center

Filfil · 4/2/25 1:38 AM EDT · Export p. 1583

“Connor will be sending documents for u to sign for 500k ... For Granbury” (Dec. 15, 2025 — the day Garcia was removed from Damac)

Hi

Filfil · 12/15/25 1:59 PM EST · Export p. 2338

Connor will be sending documents for u to sign for 500k

Filfil · 12/15/25 2:00 PM EST · Export p. 2338

For Granbury

Filfil · 12/15/25 2:00 PM EST · Export p. 2338

EXHIBIT 27

“We need to just get Dr reddy out off the way”
iMessages of March 31, 2025 — Sophia Filfil to Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation “Sophia Hotel,” arranged in iMessage layout. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Each shows its date, time, and export page number. The red outline was added by Mr. Garcia. Dr. Malladi Reddy and his family were the sellers in the Granbury transaction.

Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

Monday, March 31, 2025

My buyer will close in August or September

Filfil · 3/31/25 10:03 PM EDT · Export p. 1573

Which deal?

Garcia · 3/31/25 10:12 PM EDT · Export p. 1573

You have so many lol

Garcia · 3/31/25 10:12 PM EDT · Export p. 1573

Granbury

Filfil · 3/31/25 10:39 PM EDT · Export p. 1573

We need to just get Dr reddy out off the way

Filfil · 3/31/25 10:55 PM EDT · Export p. 1573

I m getting ur email done

Filfil · 3/31/25 10:55 PM EDT · Export p. 1573

EXHIBIT 28

Zaza Landscape and Martin Filfil — iMessages and Google Drive notices

iMessage text is reproduced verbatim from the iMazing export of the conversation “Sophia Hotel,” arranged in iMessage layout. Gray bubbles are Ms. Filfil; blue bubbles are Mr. Garcia. Drive-sharing notices are summarized from emails in Mr. Garcia’s account.

Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

May 1, 2024

Hi

Filfil · 5/1/24 10:31 PM EDT · Export p. 1357

Can u do a quick pitch deck on landscape and design company

Filfil · 5/1/24 10:32 PM EDT · Export p. 1357

August 2, 2025 — Sofi Lakes

I have a lot Of Work

Filfil · 8/2/25 1:14 PM EDT · Export p. 1817

Working to get things done Left and right

Filfil · 8/2/25 1:14 PM EDT · Export p. 1817

I spoke to all builders to Send ACRs

Filfil · 8/2/25 1:15 PM EDT · Export p. 1818

Chesmar in two week MHi Monday David weekly this week Lennar soon Taylor soon Westin done

Filfil · 8/2/25 1:15 PM EDT · Export p. 1818

I am doing the landscaping work

Filfil · 8/2/25 1:16 PM EDT · Export p. 1818

August 7, 2026

[https://www.facebook.com/events/s/29th-annual-woodlands- landscap/990914050419036/](https://www.facebook.com/events/s/29th-annual-woodlands-landscap/990914050419036/)

Garcia · 8/7/26 1:41 PM EDT · Export p. 2774

I will attend

Filfil · 8/7/26 1:51 PM EDT · Export p. 2774

We can setup booth

Garcia · 8/7/26 1:51 PM EDT · Export p. 2774

Ok

Filfil · 8/7/26 1:52 PM EDT · Export p. 2775

U coming

Filfil · 8/7/26 1:52 PM EDT · Export p. 2775

For Zaza landscape

Filfil · 8/7/26 1:52 PM EDT · Export p. 2775

Emails from Martin Filfil (mfilfil76@gmail.com) sharing Sofi Lakes project files with Garcia

Jul. 18, 2026 — “0717 (1)(1).mov”; Jul. 26, 2026 — “317627126_100DRONE_NORM0024.MP4” and “copy_D3143CEE...mov”; Aug. 10, 2026 — “copy_2085DD28...MOV”; Aug. 14, 2026 — “167535987_100DRONE_NORM0016.MP4” and “1952432335_100DRONE_NORM0020.MP4”; Sept. 7, 2026 — shared folder “sofi.” (Google Drive sharing notices received at jongarciaa@gmail.com.)

EXHIBIT 29

zazalandscape.com — “About us – ZAZA” page, captured October 5, 2026

Text captured from <https://zazalandscape.com/about/> on October 5, 2026 by Mr. Garcia using his Chrome browser; reproduced verbatim (headshot photographs omitted). The site’s header lists telephone [REDACTED] and sales@zazalandscape.com. Highlighting added by Mr. Garcia. Mr. Garcia’s four screen captures of the page follow.

URL: <https://zazalandscape.com/about/> · **Title:** About us – ZAZA

Who we are?

“ZAZA Landscape & Design is your one-stop solution for all things landscape and design. ... We specialize in transforming outdoor spaces into luxurious, functional environments tailored to the unique needs of our clients.”

ZAZA is a company that simplifies your landscape desire and helps to build your dream garden fast, efficient, effective and for all customers, Homeowners, **Developers of every property Builders.**

Since 2024! — **ZAZA, established in 2024, is an American landscape company based in Houston City.**

History — “While ZAZA is a new entity, our team brings decades of experience in the industry, blending innovative solutions with market needs.”

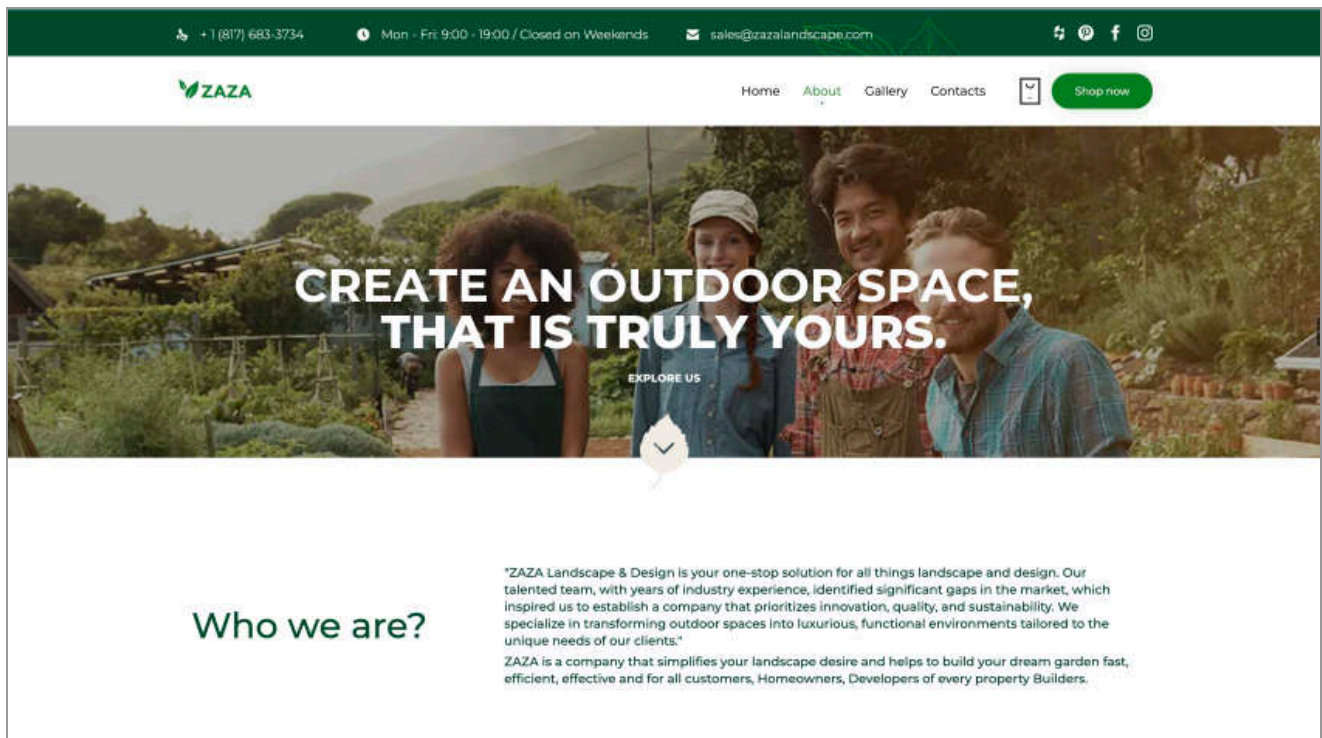
Meet the Team

MARTIN FILFIL — Chief Operating Officer — martin@zazalandscape.com

MICHAEL LLOYD — Chief Financial Officer — mark@zazalandscape.com

ZACK PETERS — Chief Operating Officer — zach@zazalandscape.com

Exhibit 29 — screen capture 1 of 4: top of page — phone [REDACTED], sales@zazalandscape.com, “Who we are?”
zazalandscape.com/about — October 5, 2026, 9:37:45 a.m.



Meet the Team

Our team of skilled professionals includes landscape architects, horticulturists, and project managers, each bringing extensive knowledge and creativity to every project.



MARTIN FILFIL

Chief Operating Officer

martin@zazalandscape.com

"Our mission is to create beautiful, sustainable outdoor spaces that enhance quality of life."

Exhibit 29 — screen capture 3 of 4: Michael Lloyd, Chief Financial Officer
zazalandscape.com/about — October 5, 2026, 9:37:08 a.m.



MICHAEL LLOYD

Chief Financial Officer

mark@zazalandscape.com

"Our goal is to design stunning, eco-friendly outdoor environments
that improve everyday living."

ZACK PETERS

Exhibit 29 — screen capture 4 of 4: Zack Peters, Chief Operating Officer
zazalandscape.com/about — October 5, 2026, 9:37:18 a.m.



ZACK PETERS

Chief Operating Officer

zach@zazalandscape.com

"We aim to create beautiful, sustainable
outdoor spaces that promote a better quality of life."

EXHIBIT 30

Ms. Filfil presents Garcia to the seller's family as Damac's buyer representative
iMessages between Sophia Filfil and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation "Sophia Hotel," arranged in iMessage layout. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Ms. Filfil's message of March 31, 2025 shared the contact "Ashoke Reddy" (telephone number redacted). Section headings were added by Mr. Garcia.

Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

December 4–6, 2024 — Dr. Reddy

Jonathan@damacinvestments.com

Filfil · 12/4/24 8:12 PM EST · Export p. 1403

Dr reddy signed the contract

Filfil · 12/5/24 9:34 PM EST · Export p. 1405

Black

Filfil · 12/5/24 9:51 PM EST · Export p. 1406

We will call dr reddy tomorrow -3 way call

Filfil · 12/5/24 9:56 PM EST · Export p. 1406

Dr reddy call you are builder relation authorized person Just let him know You will be working on feasibilities that sophia provided and those not done Engineering company will take care off Right now you will be closing end of April but if any extension needed due to issues you will let sophia Filfil know. We like the property Becasue there is what availability Let him know you know the price Dr reddy bought at it's a public record. Issue that u see is power-line And lots of rocks Cost to removal will be high . Make it short and simple.

Filfil · 12/6/24 10:45 AM EST · Export p. 1407

And the name Of the purchasing company ?

Garcia · 12/6/24 12:35 PM EST · Export p. 1407

I represent

Garcia · 12/6/24 12:35 PM EST · Export p. 1407

Damac investments

Filfil · 12/6/24 12:37 PM EST · Export p. 1407

March 30–31, 2025 — Ashoke Reddy (Dr. Reddy's son); Damac company information

I need you to call Ashoke with me tomorrow

Filfil · 3/30/25 9:58 PM EDT · Export p. 1568

Ok

Garcia · 3/30/25 10:00 PM EDT · Export p. 1568

I will explain what to say

Filfil · 3/30/25 10:00 PM EDT · Export p. 1568

Your broker is Kevin Vader

Filfil · 3/31/25 11:10 AM EDT · Export p. 1569

Ashoke Reddy iMessage

Filfil · 3/31/25 11:26 AM EDT · Export p. 1570

[telephone number redacted]

Filfil · 3/31/25 11:26 AM EDT · Export p. 1570

DAMAC INVESTMENTS LLC in Austin, TX Company Info & Reviews. jpeg (Image)
[attachment file name; file not in export]

Garcia · 3/31/25 12:15 PM EDT · Export p. 1570

Change it to your name

Filfil · 3/31/25 1:23 PM EDT · Export p. 1570

Ok

Garcia · 3/31/25 1:26 PM EDT · Export p. 1570

April 1, 2025

Google workspace Email ID user created Username: jonathan@damacinvestments.us
passsword: Sophiafilfil123

Filfil · 4/1/25 7:16 AM EDT · Export p. 1575

I sent Reddy son an text message

Garcia · 4/1/25 12:23 PM EDT · Export p. 1575

Said lets up video

Garcia · 4/1/25 12:24 PM EDT · Export p. 1575

Call

Garcia · 4/1/25 12:24 PM EDT · Export p. 1575

With Ashoke

Filfil · 4/1/25 1:12 PM EDT · Export p. 1576

No. He hasn't communicated

Garcia · 4/1/25 1:15 PM EDT · Export p. 1576

Probably Dont tell him about u mortgage broker

Filfil · 4/1/25 1:19 PM EDT · Export p. 1576

Be the king

Filfil · 4/1/25 1:19 PM EDT · Export p. 1576

You are capital investment person

Filfil · 4/1/25 1:23 PM EDT · Export p. 1576

You work with family officers

Filfil · 4/1/25 1:23 PM EDT · Export p. 1576

To get project funding

Filfil · 4/1/25 1:24 PM EDT · Export p. 1576

You can send this to Ashoke ,funding source

Filfil · 4/1/25 7:37 PM EDT · Export p. 1578

Via email Text message

Filfil · 4/1/25 7:37 PM EDT · Export p. 1578

April 8, 2025

Reply to Ashoke, told him i dont have your number Text message

Filfil · 4/8/25 1:28 PM EDT · Export p. 1618

EXHIBIT 31

Connecting the record: Ms. Filfil presented Jonathan Garcia as Damac's buyer — to the seller, the brokers, and the title company

Demonstrative summary prepared by Mr. Garcia under Texas Rule of Evidence 1006. Every entry is drawn from an exhibit already in the record, cited in brackets (numbers are Exhibits to this Answer, Counterclaims and Third-Party Petition). Quotations are verbatim.



- **Dec. 4–6, 2024** — Filfil sends Garcia "Jonathan@damacinvestments.com"; names the buyer "Damac investments"; before a call with the seller tells Garcia "Dr reddy call you are builder relation authorized person". [30]
- **Mar. 30–31, 2025** — Filfil: "I need you to call Ashoke with me"; sends Garcia Ashoke Reddy's contact; tells Garcia "Your broker is Kevin Vader"; after Garcia sends Damac's company information: "Change it to your name". [30, 26]
- **Mar. 31, 2025** — Buyer's broker Vader writes to Ashoke Reddy, copying Peters and Filfil, to communicate through "Sophia and Zach" and "be respectful of their client relationship with you"; attachments include "Exec Intent Letter – Damac". Filfil forwards to Garcia: "FYI". [25]
- **Apr. 1, 2025 — the same day**
 - Peters (Yaalx) sends Garcia the Damac form; Garcia: "Title should be Member or Manager. Ask Sophia" ... "Put Member"; signed form returned to Peters **and Filfil**. [25]
 - Filfil to Vader, Peters and Providence's escrow officer: "Please have your buyer Jonathan sign this asap"; Garcia signs the contract amendment for "Damac Investments &/or Assigns". [5, 6]
 - Texas SOS Certificate of Amendment filed: "Member: JONATHAN GARCIA". [1]
 - Filfil: "Google workspace Email ID user created Username: jonathan@damacinvestments.us", with a password based on her own name. [30]
 - Garcia texts Ashoke Reddy; Filfil coaches him for the seller's family: "Be the king" · "You are capital investment person" · "You work with family officers" · "To get project funding" · "You can send this to Ashoke, funding source". [30]
- **Apr. 2 & 8, 2025** — Filfil: "we are making only little about 30 million" ... "Data center"; "Reply to Ashoke, told him i dont have your number". [30, 26]
- **Nov. 25, 2025** — Filfil, in writing to the project team: "Jon Garcia, is my partner in this project". [7]
- **Dec. 15, 2025** — Amendment signed by no member removes Garcia and adds Filfil. **Same day** Filfil texts: "Connor will be sending documents for u to sign for 500k ... For Granbury". [2, 26]
- **Dec. 18, 2025** — Peters still sends Garcia a Granbury contract amendment to sign as buyer (Garcia did not open or sign it). [25]
- **Sept. 21, 2026** — Providence: "Sophia Filfil is the managing member and operating officer". [32]
- **Sept. 22, 2026 →** — Filfil's companies sue Garcia, claiming he is not part of Damac. [Pls.' Pet.]

The dots connect: Ms. Filfil (1) told the seller's family, through her own words and her broker partner, that Garcia was Damac's buyer; (2) had Garcia sign as Damac's Member and buyer; (3) his membership was filed with the State the same day; (4) fraudulently removed him without his signature while still asking him to sign for Granbury; and (5) now denies he was ever part of Damac. Garcia's membership, and the claims that depend on it, should be decided on this record.

EXHIBIT 32

Email of September 21, 2026 — Noel D. Wasson, Providence Title Company, to Jonathan Garcia

Reproduced from Jonathan Garcia's email account (jon.garcia.a@gmail.com). Text is verbatim; logos, security banners, and the quoted original message are omitted. Highlighting added by Mr. Garcia. Attachments listed in the message: "4-7-25 - TX - Initial Filing - DAMAC INVESTMENTS LLC.pdf"; "Certificate of Amendment_DAMAC.pdf."

From: Noel D. Wasson <nwasson@protitltx.com>
Date: Sep 21, 2026
To: jon.garcia.a@gmail.com
Subject: RE: GF No. 13100025 — Damac Investments, LLC — STOP INSTRUCTION — Do Not Close / Hold All Funds — 1225 Meadow Wood Drive, Granbury — CONFIDENTIAL

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

EXHIBIT 33

Excerpts of the “Operating Agreement of DAMAC Investments, LLC”
filed by Sophia Filfil as Exhibit B to her Motion to Transfer Venue
Cause No. 26DCV0903, Chambers County (filed September 29, 2026)

Pages included: first page (dated October 21, 2022); manager designation
 (“Beneficial Trust c/o Sophia Filfil”); signature page (“Chief Operating Officer”);
and Exhibit A (Sophia Filfil listed as 100% member).

**OPERATING AGREEMENT
OF
DAMAC Investments, LLC
a Texas Limited Liability Company**

This Operating Agreement of **DAMAC Investments, LLC** is executed as of October 21, 2022 (the "Effective Date") by the persons who sign and are identified as "Members" in this Agreement.

**ARTICLE I
DEFINITIONS**

1.01. Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with reference to any person, any other person controlling, controlled by or under direct or indirect common control with such person.

"Agreement" means this Company Agreement, as amended from time to time.

"Assignee" means a person who receives a Transfer of all or a portion of the Membership Interest of a Member, but who has not been admitted to the Company as a Member.

"Bankrupt Member" means (except to the extent a Simple Majority consents otherwise) any Member (a) that (i) makes an assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reorganization, arrangement, composition, readjustment, liquidation, dissolution, termination, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a Proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties; or (b) against which a Proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and ninety (90) days have expired without the appointment having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

"Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.

"Capital Account" means a capital account maintained for a Member as provided by Treasury Regulation 1.704-1(b)(2)(iv) of the Regulations of the Internal Revenue Service.

"Capital Contribution" means the amount of money and the Net Value of property other than money contributed to the Company by a Member.

"Capital Commitment" of a Member represents the aggregate amount of capital that such Member has agreed to contribute to the Company.

"Certificate of Formation" means the initial, amended, and restated certificate of formation of the Company.

"Company" means DAMAC Investments, LLC, a Texas limited liability company.

"Default Interest Rate" means a rate per annum equal to the lesser of (a) six percent (6%) plus the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or a similar publication if The Wall Street Journal is no longer published, or (b) the maximum rate permitted by applicable law.

"Former Member" means any person who had executed this Agreement, as of the date of this Agreement as a Member, or hereafter admitted to the Company as a Member, as provided in the Agreement, but who is no longer a Member of the Company; however, this term does not include a person who ceases to be a Member as a result of bankruptcy, default or expulsion.

"Fundamental Business Transaction" has that meaning assigned to it by the definitions in the TBOC, as may be amended from time to time, and includes (a) a merger, (b) an interest exchange, (c) a conversion, or (d) a sale of all or substantially all of an entity's assets (with or without good will), other than in the usual and regular course of the Company's business.

"General Interest Rate" means a rate per annum equal to the lesser of (a) the prime rate published in The Wall Street Journal on the day the rate is determined (or the most recent day on which The Wall Street Journal was published if the paper is not published on the day the rate is determined), or a similar publication if The Wall Street Journal is no longer published, or (b) the maximum rate permitted by applicable law.

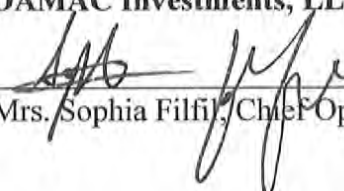
"Internal Revenue Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Manager(s)" means Beneficial Trust c/o Sophia Filfil, as the initial Manager of the Company, and shall also mean any other Person hereafter elected as a Manager of the

IN WITNESS HEREOF, the Managers have executed this Company Agreement, as of the Effective Date.

MANAGERS:

DAMAC Investments, LLC



Mrs. Sophia Filfil, Chief Operating Officer

EXHIBIT A
MEMBERS OF DAMA Investments, LLC

<u>Member's Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Capital Commitment</u>	<u>Percentage Interest</u>
Mrs. Sophia Filfil [REDACTED] [REDACTED] [REDACTED] [REDACTED] d [REDACTED] [REDACTED] s [REDACTED] 3	\$10,000.00	\$1,000.00	100.00%

EXHIBIT 34

Viewport Engineering — Ms. Filfil directs the invoice, Viewport pays it the same day; five months later she claims she is “not owner of viewport engineering”

Reproduced from Jonathan Garcia’s email accounts. Text is verbatim; bank account numbers are redacted; signature blocks and images omitted. Times converted to Central time. Highlighting added by Mr. Garcia.

From: Jon Garcia <jon.garcia.a@gmail.com>
To: Sophia Filfil <sophia@gardenbure.com>
Date: Fri, Apr 17, 2026, 12:11 PM (CDT)
Subject: INVOICE WEBSITES
Attachment: invoice_310_Capital_LLC.pdf

Thank you again!

Regards,
Jon Garcia

From: Sophia Filfil <sophia@gardenbure.com>
To: Jon Garcia; jin@gardenburedevelopment.com
Date: Fri, Apr 17, 2026, 12:54 PM (CDT)
Subject: Re: INVOICE WEBSITES

Please separate the invoice into two distinct company entries.

From: Jon Garcia
To: Sophia Filfil <sophia@gardenbure.com>
Date: Fri, Apr 17, 2026, 1:25 PM (CDT)
Subject: Re: INVOICE WEBSITES
Attachment: Invoices_UGM_and_Viewport.pdf

Regards,
Jon Garcia

From: BMO (no-reply@usdigitalalerts.bmo.com)
Date: Fri, Apr 17, 2026, 4:54 PM (CDT)
Subject: We deposited your payment

Dear JONATHAN, We have successfully deposited the \$1000.00 payment from VIEWPORT ENGINEERING LLC (confirmation number 5107304841) into your account (310 CAPITAL LLC, BMO, Business Checking, [account number redacted]).

From: BMO (no-reply@usdigitalalerts.bmo.com)
Date: Sat, Apr 18, 2026, 10:30 AM (CDT)
Subject: We deposited your payment

Dear JONATHAN, We have successfully deposited the \$500.00 payment from VIEWPORT ENGINEERING LLC (confirmation number 5109482852) into your account (310 CAPITAL LLC, BMO, Business Checking, [account number redacted]).

From: Sophia FilFil <sophia@gardenburedevelopment.com>
To: CSmith@dorelaw.com; Acaesar-ayure@dorelaw.com
Cc: jon.garcia.a@gmail.com and others
Date: Mon, Sep 14, 2026
Subject: Final payments to 310 capital LLC jon Garcia

Final payments on :

Viewport Engineering website - invoice for this was never sent: yaalx realty group paying because I m not owner of viewport engineering.

iMessages between Sophia Filfil ([REDACTED]) and Jonathan Garcia concerning Viewport Engineering (verbatim from the iMazing export; times as exported)

April 17, 2026

I sent zelle for unity grid paid

Filfil · 4/17/26 5:16 PM EDT · Export p. 2450

Martin is sending you Viewport engineering

Filfil · 4/17/26 5:43 PM EDT · Export p. 2450

Martin is sending you Viewport engineering
What's he doing in firm?

Garcia · 4/17/26 5:48 PM EDT · Export p. 2451

Management

Filfil · 4/17/26 5:50 PM EDT · Export p. 2451

April 29, 2026

Unity grid and viewport is just starting with zero income But can be

Filfil · 4/29/26 6:36 PM EDT · Export p. 2508

August 30, 2026

We do for three months to cover viewport

Filfil · 8/30/26 5:14 PM EDT · Export p. 2909

I have zero Income

Filfil · 8/30/26 5:39 PM EDT · Export p. 2910

Viewport is separate

Filfil · 8/30/26 5:54 PM EDT · Export p. 2910

I fund as equity

Filfil · 8/30/26 5:55 PM EDT · Export p. 2910

September 13, 2026

Morning I will be depositing \$2500 for monthly contract Go M Realty \$4000 10% share
For website Update Unity App Unity \$3000 Go M Realty \$2000 Viewport 2000

Filfil · 9/13/26 11:15 AM EDT · Export p. 2963

Ur deposit will show all These amounts

Filfil · 9/13/26 11:15 AM EDT · Export p. 2963

EXHIBIT 35

The Unity Grid HOA iPhone application built by Garcia
iMessages between Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation "Sophia Hotel," arranged in iMessage layout. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Images exchanged are identified by the file names shown in the export.

Sophia Hotel (Sophia Filfil)
iMessage - [REDACTED]

August 16, 2026

I built the Unity HOA app on iPhone

Garcia · 8/16/26 9:15 PM EDT · Export p. 2825

I should be on app store in a week

Garcia · 8/16/26 9:15 PM EDT · Export p. 2825

August 17, 2026

TestFlight App - App Store apps.apple.com <https://apps.apple.com/us/app/testflight/id899247664>

Garcia · 8/17/26 1:07 PM EDT · Export p. 2829

TestFlight - Apple testflight.apple.com <https://testflight.apple.com/join/8yztBAWt>

Garcia · 8/17/26 6:53 PM EDT · Export p. 2830

Screenshot 2026-08-17 at 5.49.39 pm.png [image sent by Ms. Filfil; file name shown in export]

Filfil · 8/17/26 6:49 PM EDT · Export p. 2830

Screenshot 2026-08-17 at 5.54.52 pm.png [image sent by Ms. Filfil; file name shown in export]

Filfil · 8/17/26 6:54 PM EDT · Export p. 2830

Thank you fo being a good partner

Filfil · 8/17/26 8:39 PM EDT · Export p. 2831

A partner that gets things done without issues

Filfil · 8/17/26 8:39 PM EDT · Export p. 2831

Make sofi lakes app

Filfil · 8/17/26 10:03 PM EDT · Export p. 2831

September 13, 2026

Morning I will be depositing \$2500 for monthly contract Go M Realty \$4000 10% share
For website Update Unity App Unity \$3000 Go M Realty \$2000 Viewport 2000

Filfil · 9/13/26 11:15 AM EDT · Export p. 2963

EXHIBIT 36

After the December 15, 2025 removal: “Not signing anything until we talk”; Ms. Filfil still calls Garcia a partner with “10% equity”
iMessages between Sophia Filfil ([REDACTED]) and Jonathan Garcia

Text is reproduced verbatim from the iMazing export of the iMessage conversation “Sophia Hotel,” arranged in iMessage layout. Gray bubbles are messages from Ms. Filfil; blue bubbles are messages from Mr. Garcia. Section headings were added by Mr. Garcia.

Sophia Hotel (Sophia Filfil)
iMessage · [REDACTED]

December 23, 2025 — Garcia’s reply the day Ms. Filfil sent her DocuSign “Termination and Relinquishment” (Exhibit 37)

Not signing anything until we talk. Thank you

Garcia · 12/23/25 7:43 PM EST · Export p. 2342

January 30, 2026 — after Garcia’s removal from Damac

Are you still going to work with us or have you completely checked out

Filfil · 1/30/26 11:32 AM EST · Export p. 2348

To remain partner it's ur duties to perform

Filfil · 1/30/26 11:34 AM EST · Export p. 2348

Continues Performance

Filfil · 1/30/26 11:34 AM EST · Export p. 2349

February 27 – March 1, 2026

Can you do recruiting for ur 10% equity

Filfil · 2/27/26 9:47 PM EST · Export p. 2353

Only recruiting

Filfil · 2/27/26 9:59 PM EST · Export p. 2353

Go m realty Are u going to help with this company or not? Recruiting agents I have the list. We are adding all 22000 agents to our social media We can create flyers for ourself

Filfil · 3/1/26 9:09 AM EST · Export p. 2354

| Can you do recruiting for ur 10% equity
I will send u everything

Filfil · 3/1/26 9:13 AM EST · Export p. 2354

EXHIBIT 37

“Termination and Relinquishment of Social Media Access and Rights”

DocuSign Envelope ID F0E9B57B-877A-4DDF-916B-3C85A470A259

Signed by Sophia Filfil on December 23, 2025 and sent to Jonathan Garcia

Not signed by Jonathan Garcia (“Former Administrator” signature line blank)

TERMINATION AND RELINQUISHMENT OF SOCIAL MEDIA ACCESS AND RIGHTS

This Termination and Relinquishment of Social Media Access and Rights ("Agreement") is made and effective as of [Effective Date], by and between:

Garden Bure Development, LLC,
Sofi Lakes, LLC,
Rayyan Water TX, LLC, and
Go-M Realty, LLC
(collectively, the "Companies")

and

Jon A. Garcia ("Former Administrator").

1. Termination of Authority

Effective immediately upon execution of this Agreement, all authority, permissions, roles, and responsibilities previously granted to Jon A. Garcia to create, manage, administer, post to, access, or otherwise control any social media accounts, digital platforms, online pages, advertising accounts, messaging systems, or related credentials belonging to or representing the Companies are hereby fully terminated and revoked.

2. Relinquishment of Rights and Access

Jon A. Garcia hereby irrevocably relinquishes, waives, and surrenders any and all administrative access, login credentials, ownership claims, content rights, publishing rights, advertising permissions, messaging or inbox access, and recovery information relating to any social media or digital account associated with the Companies.

3. Transfer of Rights and Access to Sophia Filfil

All exclusive ownership, control, access rights, and administrative privileges for the Companies' social media and digital assets are hereby vested solely in Sophia Filfil, who is designated as the authorized owner and administrator for all such accounts and platforms.

4. Website Development, Programming, and Outsourcing Information

Jon A. Garcia shall immediately provide and deliver to Sophia Filfil all information, documentation, credentials, access details, contracts, communications, and records related to the development, programming, maintenance, hosting, domain registration, third-party services, and outsourcing for the following websites:

- sofilakes.com
- gardenburedevelopment.com
- rayyanwatertx.com
- go-mrealty.com

This includes, without limitation, source code, repositories, CMS access, hosting credentials, domain registrar accounts, third-party developer or vendor contact information, API keys, licensing information, invoices, and ongoing service agreements.

5. Prohibition on Future Access or Representation

Jon A. Garcia shall not access, attempt to access, represent affiliation with, post to, modify, delete, or interfere with any Company digital or social media assets.

6. Confidentiality and Intellectual Property

All content, branding, media, messages, contacts, followers, analytics, advertising data, account histories, website code, databases, and digital assets are the exclusive intellectual property of the Companies.

7. Governing Law

This Agreement shall be governed by the laws of the State of Texas.

8. Enforcement and Platform Reliance

This Agreement may be provided to social media platforms, hosting providers, advertisers, developers, domain registrars, and service vendors as formal notice of ownership and authority.

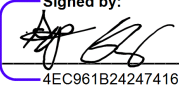
9. Entire Agreement

This document constitutes the entire agreement regarding social media and digital access and supersedes any prior agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANIES (Authorized Representative):

Name: Sophia Filfil

Signed by:
Signature:  _____
4EC961B24247416...

Date: 12/23/2025 _____

FORMER ADMINISTRATOR:

Name: Jon A. Garcia

Signature: _____

Date: _____