

CAUSE NO. 2026-70357

622 SOFI LAKES, LP,	§	IN THE DISTRICT COURT OF
GO-M REALTY LLC, and	§	
DAMAC INVESTMENTS LLC,	§	
Plaintiffs,	§	
	§	HARRIS COUNTY, TEXAS
v.	§	
	§	
JONATHAN GARCIA,	§	
Defendant.	§	515TH JUDICIAL DISTRICT

DEFENDANT JONATHAN GARCIA’S MOTION TO DISQUALIFY CONNOR J. SMITH AND DORÉ ROTHBERG LAW, P.C. AS COUNSEL FOR PLAINTIFFS

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Jonathan Garcia (“Garcia”), appearing pro se, moves to disqualify Connor J. Smith and Doré Rothberg Law, P.C. (together, “Doré Rothberg”) from representing Plaintiffs in this action, and shows:

I. SUMMARY

1. Plaintiffs’ own exhibit names Connor J. Smith of Doré Rothberg as legal counsel to the very joint venture whose assets Plaintiffs now sue to control, and Garcia’s company, 310 Capital LLC, was one of the three joint venturers. Doré Rothberg now sues Garcia over that joint venture. Separately, Doré Rothberg’s own office address was entered as Garcia’s member address on the April 1, 2025 Certificate of Amendment adding him as a member of Damac Investments, LLC — the same company Doré Rothberg now says Garcia never belonged to. Doré Rothberg is therefore both counsel adverse to a venturer it was designated to serve, and a necessary fact witness on how Garcia was cut off from notice of his removal. Disqualification is warranted.

II. FACTS

2. Plaintiffs attach to their Original Petition a Joint Venture Agreement among GO-M Realty LLC, Texas Top Realty, LLC, and 310 Capital LLC, forming a joint venture named “M Realty.” (Petition ¶ 12 & Exh. D.) Garcia signed that agreement for 310 Capital LLC. (Exh. D,

signature page.) Paragraph 15 of the agreement states that the venture “constitutes a general partnership under the Texas partnership statutes.” (Exh. D ¶ 15.)

3. Exhibit A to that agreement, titled “Expectations and Responsibilities of Joint Venturers of M Realty,” provides: “Connor Smith of Doré Rothberg Law will serve as the Joint Venturer’s legal counsel.” (Exh. D, Exh. A.) A copy of Plaintiffs’ Exhibit D, as filed by Plaintiffs, is attached as Exhibit A to this motion.

4. Connor J. Smith signed Plaintiffs’ Original Petition, which sues Garcia over the joint venture’s logo, website, leads, and other assets, relies on the Joint Venture Agreement and its Exhibit A throughout, and asserts that Garcia’s only entitlement is 310 Capital’s ten percent share of the venture’s net assets. (Petition ¶¶ 12–19, 29, 30.)

5. On April 1, 2025, a Certificate of Amendment was filed with the Texas Secretary of State adding “Member: JONATHAN GARCIA” to the certificate of formation of Damac Investments, LLC. The address entered for Garcia on that filing is [REDACTED], Suite 700, [REDACTED] — the office of Doré Rothberg shown on Plaintiffs’ Petition and on counsel’s signature block. (Exhibit B.) Garcia did not provide that address, did not authorize its use, and has never had an address there.

6. On December 15, 2025, a Certificate of Amendment was filed deleting Garcia as a member of Damac. Garcia received no notice of it. Doré Rothberg now appears for Damac and asks this Court to declare that Garcia is not, and never was, a member. (Petition ¶¶ 4, 31, 47–48.)

7. Ms. Filfil repeatedly told Garcia, in writing, that Mr. Smith’s firm was preparing the very partnership documents that were to set out Garcia’s interests. On May 30, 2025, she referred to “my counsel Connor Smith.” On August 16, 2025, she wrote, “I have Connor’s smith office waiting for me to give them details so partnership is done.” On April 30, 2026, she wrote, “I will send you partnership for unity grid,” “N revised share Jv partnership go m realty,” and “Connor Smith and Alyna will update,” and asked Garcia whether he wanted “15% or 20%.” On September 2, 2026 — twenty days before this suit was filed — she wrote, “Connor Smith is changing the partnership,” and that she had “to legal do it right legally removing two partners,” adding that “i had a executed partnership so Connor has to review and create for the release.” (Exhibit C.)

8. On September 14, 2026 — eight days before Doré Rothberg filed this suit against Garcia — Ms. Filfil wrote to Mr. Smith and Ms. Caesar-Ayure, in a thread copying Garcia, “I submitted the partnership agreements for GO-M Realty and Unity Grid Management two weeks ago.” Ms. Caesar-Ayure, a Doré Rothberg attorney, 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 D.)

9. Doré Rothberg also drafted the Joint Venture Agreement on which Plaintiffs now sue. On October 3, 2025, Lara Hall, an associate attorney at Doré Rothberg, copying Mr. Smith, sent Ms. Filfil “drafts of a modified Company Agreement and the potential Joint Venture Agreement” and offered to forward them to “Le Nguyen, Kevin Vader, and Jonathan Garcia.” 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 E.)

III. ARGUMENT AND AUTHORITIES

A. Standard

10. Disqualification is a severe remedy, and the Texas Disciplinary Rules of Professional Conduct serve as guidelines rather than controlling standards. *In re Nitla S.A. de C.V.*, 92 S.W.3d 419, 422 (Tex. 2002). The movant must show with specificity a violation of a disciplinary rule and actual prejudice. *Id.* Where an attorney has represented a party in a matter substantially related to the present suit, disqualification is required to protect the confidences of the former client. *NCNB Tex. Nat’l Bank v. Coker*, 765 S.W.2d 398, 399–400 (Tex. 1989).

B. Doré Rothberg was designated counsel to the joint venture and now sues a venturer over the same venture — Rule 1.09.

11. Under Rule 1.09(a), a lawyer who has represented a client may not thereafter represent another person in a matter adverse to the former client if the matter is the same or substantially related. Tex. Disciplinary R. Prof’l Conduct 1.09(a). This is the same matter: Plaintiffs’ claims to the venture’s logo, website, leads, and assets arise directly from the Joint Venture Agreement under which Mr. Smith was designated the venturers’ counsel. (Petition ¶¶ 13, 18–19, 29.) Under the agreement’s own terms the venture is a general partnership (Exh. D ¶ 15), and 310 Capital — Garcia’s company, for which he signed — was one of its three partners. Counsel designated to serve the venture cannot now take one venturer’s side against another over

the venture's assets, and cannot use what it learned in that role against a venturer. Nor is the prior role theoretical: according to Ms. Filfil's own messages, Mr. Smith and his colleague were drafting and revising the partnership documents that defined Garcia's share, and then "changing the partnership" to remove partners days before filing this suit against Garcia. Doré Rothberg drafted the very Joint Venture Agreement Plaintiffs now sue on, offered to send those drafts to Garcia (Exhibit E), and confirmed in writing, to Garcia, that it was reviewing and revising his partnership agreements for GO-M Realty and Unity Grid Management eight days before it sued him. (Exhibits C, D.)

12. Garcia recognizes that 310 Capital LLC, as an entity, must appear through licensed counsel, and he does not purport to appear for it. He brings this motion in his own name as the defendant against whom Doré Rothberg's former role is being used, as the person who signed the Joint Venture Agreement, and as the individual whose conduct in the venture Plaintiffs put at issue. (Petition ¶¶ 15–16, 19, 29.) At a minimum, Doré Rothberg should be required to disclose the scope of its engagement as the venture's counsel and what confidential information it received from the venturers.

C. Doré Rothberg is a necessary fact witness — Rule 3.08.

13. A lawyer shall not continue as advocate in a contested proceeding if the lawyer knows or believes the lawyer is or may be a witness necessary to establish an essential fact on behalf of the client, and a lawyer may be disqualified where the lawyer's testimony is genuinely needed to establish an essential fact and the opposing party would be prejudiced. Tex. Disciplinary R. Prof'l Conduct 3.08; *In re Sanders*, 153 S.W.3d 54, 57 (Tex. 2004); *Ayres v. Canales*, 790 S.W.2d 554, 557–58 (Tex. 1990).

14. Whether Garcia is a member of Damac is an essential, contested fact that Plaintiffs themselves placed at issue. (Petition ¶¶ 4, 31, 47–48.) Doré Rothberg's office is the address of record entered for Garcia as a member on the April 1, 2025 filing. (Exhibit B.) Who selected that address, what notices and mail addressed to Garcia or to Damac were delivered there, and whether they were forwarded to Garcia bear directly on whether Garcia had notice of the December 15, 2025 amendment that removed him — and on the validity of that amendment. Only Doré Rothberg can answer those questions. Doré Rothberg is likewise the only source of evidence on what the partnership documents it drafted and "updat[ed]" said about Garcia's share,

and on the “release” it was preparing when it removed partners in September 2026. (Exhibit C.) Garcia will be prejudiced if the same firm that received his member mail is permitted to argue to the Court that he was never a member, while its own conduct on that point goes unexamined.

D. The conflicts are not waived.

15. Garcia has never consented to Doré Rothberg’s representation of any party adverse to him or to 310 Capital in any matter concerning the joint venture or Damac. Garcia raises this conflict promptly, in his first filings in this action.

IV. PRAYER

Garcia respectfully asks the Court to set this motion for hearing; to disqualify Connor J. Smith and Doré Rothberg Law, P.C. from representing Plaintiffs in this action; in the alternative, to order Doré Rothberg to disclose, before any further hearing, the scope of its engagement as counsel to the M Realty joint venture and its receipt and handling of any notice or mail addressed to Garcia or to Damac at [REDACTED]; and to grant Garcia all other relief to which he is entitled.

Respectfully submitted,

/s/ Jonathan Garcia
JONATHAN GARCIA, pro se
[REDACTED]
[REDACTED]
Tel. [REDACTED]
Jon.garcia.a@gmail.com
DEFENDANT

CERTIFICATE OF CONFERENCE

I certify that on October 5, 2026, I emailed Connor J. Smith, counsel for Plaintiffs, at csmith@dorelaw.com, asking whether Plaintiffs oppose the relief requested in this motion. Counsel did not agree to the relief before this motion was filed. The motion is therefore presented to the Court for determination.

/s/ Jonathan Garcia
Jonathan Garcia

UNSWORN DECLARATION

My name is Jonathan Garcia, my [REDACTED]
[REDACTED]

paragraphs 2 through 9 of this motion. The facts stated there are within my personal knowledge or are shown by the documents described, and are true and correct. Exhibit A is a true and correct copy of Exhibit D to Plaintiffs' Original Petition, as filed by Plaintiffs. Exhibit B is a true and correct copy of the Certificate of Amendment of Damac Investments, LLC filed with the Texas Secretary of State on April 1, 2025. Exhibit C is a true and correct reproduction 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 D 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. Exhibit E is a true and correct reproduction of emails of October 3–6, 2025 as they appear in my email account, with signature blocks and embedded images omitted. 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 motion was served on all counsel of record through the electronic filing manager under Texas Rule of Civil Procedure 21a, including Connor J. Smith, Doré Rothberg Law, P.C., [REDACTED], Suite 700, [REDACTED], csmith@dorelaw.com.

/s/ Jonathan Garcia
Jonathan Garcia

INDEX OF EXHIBITS

Exhibit A — Joint Venture Agreement (GO-M Realty LLC, Texas Top Realty, LLC, 310 Capital LLC) with its Exhibit A, as filed by Plaintiffs as Exhibit D to their Original Petition

Exhibit B — Certificate of Amendment, Damac Investments, LLC, filed April 1, 2025 (Doc. No. 1465837290002), listing Garcia's address as [REDACTED],
[REDACTED]

Exhibit C — iMessages from Sophia Filfil concerning Connor J. Smith and the partnership documents (May 2025 – September 2026)

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

Exhibit E — 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 A

Joint Venture Agreement with its Exhibit A
as filed by Plaintiffs as Exhibit D to their Original Petition, Cause No. 2026-70357

JOINT VENTURE AGREEMENT

GO-M REALTY LLC ("**GO-M**"), Texas Top Realty, LLC ("**TTR**"), and 310 Capital LLC ("**310 Capital**"), referred to in this **Agreement** as the "**Joint** Venturers," agree as follows:

Purpose of Joint Venture

1. The parties voluntarily associate themselves together as **Joint** Venturers for the sole purpose of marketing, lead generation, website maintenance, digital marketing, social media marketing, and Customer Relations Management ("CRM"), and any other such businesses that may be agreed by the **Joint** Venturers. Expectations for **Joint** Venturers are agreed to and attached to this Joint Venture Agreement as Exhibit A.

Name of Joint Venture

2. The name of the **Joint Venture** will be **M Realty**.

Term of Joint Venture

3. This **Joint Venture** will commence on October ____, 2025 and will continue until the completion of all the purposes for which the **Joint Venture** was formed, as set forth in Paragraph 1 of this **Agreement**, unless it is terminated before that date by mutual **agreement** of the **Joint** Venturers or as otherwise provided in this **Agreement**.

Place of Business

4. The principal place of business of the **Joint Venture** will be at GO-M REALTY LLC, Houston, Harris County, Texas, and any other place or places that may be mutually agreed on by the **Joint Venturers**.

Initial Capital

5. The initial capital of this **Joint Venture** will be the sum of \$30,000.00, of which each **Joint** Venturer will contribute \$10,000.00.

Withdrawal of Capital

6. Neither **Joint** Venturer may withdraw any portion of the capital of the **Joint Venture** without the express written consent of the other **Joint** Venturers.

Profits and Losses

7. Any net profits or losses that may accrue to the **Joint Venture** will be distributed to or borne by the **Joint** Venturers by GO-M equal to fifty percent (50%), TTR equal to forty percent (40%), and 310 Capital equal to ten percent (10%). The term "net profits" as used in this **Agreement** will mean the net profits of the **Joint Venture** as determined by generally accepted accounting principles.

Joint Venture Books

8. At all times during the duration of the **Joint Venture**, the **Joint** Venturers will keep accurate books of the **Joint Venture**'s accounts, including all of its income, expenditures, assets, and liabilities. These books will be kept on _____ [an accrual *or* a cash] basis and will be open to examination by any **Joint** Venturer at any time.

Management and Authority

9. Each **Joint** Venturer will have an equal right in the management of the **Joint Venture** and will have authority to bind the **Joint Venture** in making contracts and incurring obligations in the name and on the credit of the **Joint Venture**. However, no **Joint** Venturer may incur any obligation in the name or on the credit of the **Joint Venture** exceeding \$15,000.00 without the express

written consent of the other Joint Venturers. Any obligation incurred in violation of this provision will be charged to and collected from the individual Joint Venturer incurring the obligation.

Limits of Joint Venture

10. The relationship between the Joint Venturers will be limited to the performance of the business of the Joint Venture in accordance with the terms of this Agreement. Nothing in this Agreement will be construed to create a general partnership between the Joint Venturers, or to authorize either Joint Venturer to act as a general agent for the other except as expressly provided in this Agreement. Nothing in this Agreement will confer on either Joint Venturer any propriety interest in, or subject either Joint Venturer to any liability for, the business assets, profits, losses or obligations of the other, except to the extent provided in this Agreement.

Withdrawal of Joint Venturer

11. Any Joint Venturer may withdraw from the Joint Venture by giving the other Joint Venturers ten (10) days written notice of his or her intention to do so. In that event, the Joint Venturers will proceed to divide the Joint Venture liabilities and assets, including any property owned by the Joint Venture. However, it is expressly provided that no Joint Venturer will be released from indivisible liabilities incurred before withdrawal from the Joint Venture. The Joint Venture will terminate after its affairs are wound up, its assets are divided and liquidated, its debts are paid, and any surplus is divided pursuant to paragraph 7 among the Joint Venturers.

Death of Joint Venturer

12. This Joint Venture will not be terminated by the death of a Joint Venturer, but the deceased Joint Venturer's share will devolve on his or her heirs, devisees, and personal representatives.

Right of First Refusal to Purchase Interest

13. If any Joint Venturer desires to sell his or her Joint Venture interest, he or she will give the other Joint Venturers the right of first refusal to purchase his or her Joint Venture interest. In the event the other Joint Venturers refuses the purchase such Joint Venture interest, the Joint Venturer desiring to sell his or her interest may sell it to a third party, providing that the terms and conditions of sale to such third party are not more favorable than the terms and conditions of purchase that were offered to the other Joint Venturers.

Miscellaneous

14. This Agreement will be binding on all Joint Venturers and their heirs, executors, administrators, personal representatives, and assigns. This Agreement contains the sole agreement of the Joint Venturers relating to the Joint Venture and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

15. The Joint Venturers acknowledge this Joint Venture constitutes a general partnership under the Texas partnership statutes and is therefore governed by those provisions.

16. This Agreement shall be construed under the laws of Texas and the Joint Venturers agree to enforce the Agreement in Harris County, Texas.

[Signature Page Following]

Executed on _____.

GO-M REALTY LLC

Signature: _____



By: _____

Texas Top Realty, LLC

Signature: _____

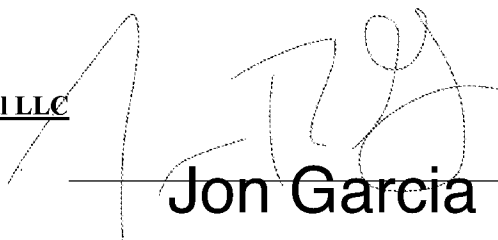
Signed by:
Kevin Vader
50276042E4BA4CD...

By: _____

Kevin Vader

310 Capital LLC

Signature: _____



Jon Garcia

By: _____

EXHIBIT A
EXPECTATIONS AND RESPONSIBILITIES OF JOINT VENTURERS
OF M REALTY

Joint Venturers agree with the following stipulations:

In the event of a dissolution of their Joint Venture, M REALTY (the "Joint Venture"), Ms. Filfil will retain any and all rights to the Joint Venture logo, website, and any leads generated by SOFI Lakes LLC and GO-M REALTY LLC and their affiliated books of business.

All Joint Venturers are required to submit their respective weekly reports in an agreed upon format.

The external marketing company will be engaged for marketing, lead generation, website maintenance, digital marketing, social media marketing, and Customer Relations Management ("CRM"). The external marketing company will be retained on a month-to-month basis dependent upon the performance of the company.

The Joint Venture's bank account will be maintained by Sophia Filfil. Ms. Filfil will handle all distributions from the Joint Venture. Bookkeeping will be handled by Monette Stephens. Mohammad Ansari will serve as the Joint Venture's accountant. Connor Smith of Doré Rothberg Law will serve as the Joint Venturer's legal counsel.

Each Joint Venturer has agreed to make an Initial Capital Contribution of ten thousand dollars (\$10,000.00). If a Joint Venturer is unable to do so, this amount will be deducted from their distributions from the Joint Venture in order to always maintain a positive bank balance for the Company.

Business for the Company will be generated through: listing of SOFI Lakes LLC's houses, Acorn Ranch Ltd.'s houses, Azhules's homes, and any other residential properties Sophia Filfil elects to incorporate as part of the business.

Joint Venturers shall not have any control over or interests in Yaalx Realty Group and Yaalx Real Estate LLC.

Joint Venturers agree to develop leads for distinct properties. Distributions will be handled as agreed upon by the Joint Venturers.

A cash call will be implemented if Joint Venturers fail to generate sales in order to enable the maintenance of Joint Venture expenses.

A marketing budget of five hundred dollars (\$500.00) per lot has been agreed upon for promotion of the lots and other business-related expenses.

Joint Venturers agree not to sue one another for any alleged non-performance of responsibilities.

This Exhibit may be amended or modified from time to time by a written instrument executed by the Joint Venturers.

EXHIBIT B

Certificate of Amendment, Damac Investments, LLC

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

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

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

FAX: 512/463-5709

Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

DAMAC INVESTMENTS LLC

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

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

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

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

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

Amendments

1. Amended Name

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

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

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

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

2. Amended Registered Agent/Registered Office

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

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

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

OR

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

First Name	M.I.	Last Name	Suffix
------------	------	-----------	--------

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

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

Street Address (No P.O. Box)	City	State	Zip Code
		TX	

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 C

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.

SF

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 D

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 E

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.