

**CAUSE NO. 2026-70357**

|                                |   |                          |
|--------------------------------|---|--------------------------|
| 622 SOFI LAKES, LP,            | § | IN THE DISTRICT COURT OF |
| GO-M REALTY LLC, and           | § |                          |
| DAMAC INVESTMENTS LLC,         | § |                          |
| Plaintiffs/Counter-Defendants, | § |                          |
|                                | § |                          |
| v.                             | § |                          |
|                                | § |                          |
| JONATHAN GARCIA,               | § |                          |
| Defendant/Counter-Plaintiff/   | § |                          |
| Third-Party Plaintiff,         | § | HARRIS COUNTY, TEXAS     |
|                                | § |                          |
| v.                             | § |                          |
|                                | § |                          |
| SOPHIA FILFIL, et al.,         | § |                          |
| including YAALX REALTY GROUP,  | § |                          |
| LLC,                           | § |                          |
| ZACHARY PETERS, KEVIN VADER,   | § |                          |
| TEXAS TOP REALTY, LLC d/b/a    | § |                          |
| CENTURY 21 TOP REALTY, and     | § |                          |
| PROVIDENCE TITLE COMPANY,      | § | 515TH JUDICIAL DISTRICT  |
| Third-Party Defendants.        |   |                          |

**DEFENDANT JONATHAN GARCIA’S SPECIAL EXCEPTIONS TO PLAINTIFFS’  
ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Jonathan Garcia specially excepts to Plaintiffs’ Original Petition under Texas Rules of Civil Procedure 45, 47, and 91. A special exception points out a pleading’s defects so the pleader may cure them; Garcia asks that Plaintiffs be ordered to replead within fourteen days and that any claim not cured be stricken. Each exception identifies the particular paragraph and defect:

1. Tortious interference with existing contracts (Petition ¶¶ 35–37). The Petition alleges unspecified “contracts with homebuilders, lot purchasers, and vendors” and a “relationship and agreement” with an unnamed broker. It identifies no contract, no contracting party, and no

breach or disruption that Garcia induced. Plaintiffs should identify each contract, the other party, and the act of interference alleged.

2. Tortious interference with prospective business relations (Petition ¶¶ 38–40). The Petition alleges only a “reasonable probability” of relationships with unnamed “builders, investors, brokers, and lot purchasers.” Plaintiffs should identify each prospective relationship that was reasonably probable and the independently tortious act alleged as to it.

3. Misappropriation of trade secrets (Petition ¶¶ 20, 41–42). The Petition does not identify any trade secret; it refers generally to “Confidential Information described above” and “client, broker, and builder lists.” Plaintiffs should identify each alleged trade secret with reasonable particularity and the measures taken to keep it secret. Tex. Civ. Prac. & Rem. Code §§ 134A.002(6), 134A.006.

4. Conversion (Petition ¶¶ 43–44, 46). The property allegedly converted — domain names, registrar and hosting accounts, credentials, “Digital Assets,” and “Media Assets” — is intangible and undefined. Plaintiffs should identify each item of property, its owner, and how it is subject to conversion under Texas law.

5. Harmful access by computer (Petition ¶ 45). Chapter 143 requires a knowing or intentional violation of Chapter 33 of the Penal Code. The Petition identifies no computer, no section of Chapter 33 allegedly violated, and no act of access. Tex. Civ. Prac. & Rem. Code § 143.001.

6. Exemplary damages (Petition ¶¶ 36, 40, 42). The Petition requests exemplary damages without pleading facts showing fraud, malice, or gross negligence by clear and convincing evidence, as Chapter 41 requires. Tex. Civ. Prac. & Rem. Code § 41.003.

### **PRAYER**

Garcia asks the Court to sustain these special exceptions, to order Plaintiffs to replead within fourteen days, and to strike any claim not cured.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

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DEFENDANT/COUNTER-PLAINTIFF/

THIRD-PARTY PLAINTIFF

### **CERTIFICATE OF CONFERENCE**

On October 7, 2026, Garcia asked counsel for Plaintiffs and Ms. Filfil, Connor J. Smith, by email whether they oppose this motion. Counsel had not agreed before filing.

### **CERTIFICATE OF SERVICE**

I certify that on October 7, 2026, a true and correct copy of this pleading was served under Texas Rule of Civil Procedure 21a on Connor J. Smith, Doré Rothberg Law, P.C., csmith@dorelaw.com, and on all other counsel of record, through the electronic filing manager.

/s/ Jonathan Garcia

Jonathan Garcia