

CAUSE NO. 2026-70357

**622 SOFI LAKES, LP,
GO-M REALTY LLC, and
DAMAC INVESTMENTS
LLC,**

Plaintiffs,

v.

**JONATHAN GARCIA,
Defendant.**

§
§
§
§
§
§
§
§

**IN THE DISTRICT
COURT OF**

**HARRIS COUNTY,
TEXAS**

**515TH JUDICIAL
DISTRICT**

**DEFENDANT JONATHAN GARCIA’S RESPONSE IN OPPOSITION TO PLAINTIFFS’
APPLICATION FOR TEMPORARY INJUNCTION, OBJECTIONS TO PLAINTIFFS’
PROPOSED ORDER, AND BRIEF ON WHY THE DAMAC MEMBERSHIP QUESTION
CANNOT BE DECIDED BY TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Jonathan Garcia (“Garcia”), pro se, files this Response so that the Court has Defendant’s position and evidence in writing for the October 8, 2026 temporary-injunction hearing, which Defendant did not confirm, received no notice of, and cannot attend in person (see Defendant’s Emergency Motion for Continuance, filed today). Garcia incorporates his Motion to Dissolve or Modify the TRO, his Supplemental Motion to Dissolve and to Deny Temporary Injunction, his Motion to Disqualify Plaintiffs’ Counsel and its Supplement, his Rule 12 Motion to Show Authority, and his Answer, Counterclaims and Third-Party Petition with Exhibits 1–37. Garcia shows:

I. A TEMPORARY INJUNCTION CANNOT DECIDE WHO OWNS DAMAC

1. The only purpose of a temporary injunction is to preserve the status quo pending trial; it is not a vehicle to decide the merits. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Walling v. Metcalfe*, 863 S.W.2d 56, 58 (Tex. 1993). The central merits question in this case — raised by Plaintiffs’ own petition (¶¶ 4, 31, 47–48) and by Garcia’s counterclaims — is whether Garcia is a member of Damac Investments, LLC. Paragraph (iv) of Plaintiffs’ proposed order would enjoin Garcia from “representing to any third party that he is a member, manager,

officer, or authorized signatory of Plaintiffs.” That is not preservation of the status quo; it is a final declaration, entered without a trial, that Garcia is not a member. The Court should refuse it.

2. The status quo is not what Plaintiffs say it is. On April 1, 2025, a Certificate of Amendment was filed with the Secretary of State adding “Member: JONATHAN GARCIA” to Damac’s certificate of formation (Exhibit 1). The same day, Ms. Filfil emailed the title company and brokers: “Please have your buyer Jonathan sign this asap,” and Damac’s broker instructed Garcia to sign as “Member,” with Ms. Filfil directing “Put Member” (Exhibit 2). Garcia then signed the Granbury contract documents as Damac’s member and buyer at Ms. Filfil’s direction. The “status quo” for eight months was that Garcia was Damac’s member of record. Plaintiffs changed it unilaterally on December 15, 2025 by filing a second amendment deleting Garcia — without his signature, without notice to him, and with Garcia’s member address of record listed as Plaintiffs’ counsel’s own law office (Exhibit 1). An injunction that freezes the position Plaintiffs created by their own unnoticed filing is not a status-quo order.

3. Damac has no one who can lawfully bring this application. Who may act for Damac is the disputed question. Garcia has filed a Rule 12 Motion to Show Authority requiring Plaintiffs’ counsel to prove his authority to appear for Damac; that motion must be decided before Damac can obtain relief in Damac’s name. Tex. R. Civ. P. 12. A party cannot obtain an injunction declaring itself the rightful controller of a company by having that company — whose control is the disputed issue — ask for it.

4. The same question is pending in Chambers County (Cause No. 26DCV0903), which has abated in deference to this Court. That history does not expand this Court’s power at a temporary-injunction hearing; it only confirms that the Damac question is for trial, not for an interim order.

II. THE RECORD SHOWS PLAINTIFFS’ “VENDOR” NARRATIVE IS FALSE

5. Plaintiffs’ proposed order recites that Plaintiffs “retained” Garcia to perform marketing work and that he “asserted authority over Damac that he does not hold.” Ms. Filfil’s own writings say otherwise: May 30, 2025 — “my counsel Connor Smith”; August 16, 2025 — “I have Connor’s smith office waiting for me to give them details so partnership is done”; April 30, 2026 — asking Garcia whether he wanted “15% or 20%”; September 2, 2026, twenty days

before suit — “Connor Smith is changing the partnership ... legally removing two partners” (Exhibit 3). On September 14, 2026 — eight days before suit — Plaintiffs’ own law firm wrote to Ms. Filfil and Garcia apologizing 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 4). In October 2025 the firm circulated the Joint Venture Agreement drafts and Ms. Filfil instructed: “please ensure that Jon signs the JV partnership agreement” (Exhibit 5). Plaintiffs’ own petition attaches that Joint Venture Agreement, which Garcia signed for 310 Capital LLC and whose Exhibit A names Plaintiffs’ counsel as the venture’s lawyer (Exhibit 6).

6. On May 16, 2025, Garcia hosted and presented the Sofi Lakes builder meeting at RG Miller Engineers, with Ms. Filfil and Plaintiffs’ counsel in the room (Exhibit 7). A person who hosts the company’s builder meetings, presents its renderings, and is asked what percentage of the company he wants is not a “retained” vendor. Any findings in the proposed order to the contrary are contested facts that cannot be found in a temporary order.

7. A demonstrative timeline of the Damac and Granbury transaction, drawn entirely from exhibits already in the record, is attached as Exhibit 8.

II-A. POINT-BY-POINT DENIAL — PLAINTIFFS HAVE NO DOCUMENT FOR ANY OF IT

5A. Plaintiffs’ proposed order recites seven factual accusations. Each is denied under oath below, and Plaintiffs have produced no document, screenshot, registrar record, hosting record, builder statement, or witness for any of them:

(1) “Garcia has retained the domain names, hosting accounts, and administrative credentials for Plaintiffs’ websites.” FALSE. Garcia does not hold, control, or have login access to the sofilakes.com or go-mrealty.com domain registrations or hosting accounts. Plaintiffs can prove who controls a domain in thirty seconds with a WHOIS or registrar screenshot. They have attached none.

(2) “Garcia has altered the content of Plaintiffs’ websites without authorization.” FALSE. Garcia has made no change to either website since this dispute arose. Plaintiffs identify no page, no date, no before-and-after, and no server log.

(3) “Garcia has refused to return them.” FALSE. The website source code was delivered to Ms. Filfil. Her claim that she “did not receive” it is contradicted by the delivery itself; Plaintiffs attach no request for the code and no refusal.

(4) “Garcia contacted Plaintiffs’ homebuilder partners and brokerage personnel ... disparaging Plaintiffs and soliciting those relationships for himself.” FALSE. Plaintiffs name no builder, no broker, no date, no message, and no statement. Garcia’s only contacts with builders were as the person who hosted Sofi Lakes’ own builder meetings at Ms. Filfil’s side (Exhibit 7).

(5) “Garcia received Plaintiffs’ confidential lot pricing, inventory, absorption, build-out, and marketing materials.” Garcia CREATED the marketing materials and the website; Plaintiffs’ own petition says so. One cannot “misappropriate” one’s own work product, and Plaintiffs have no written assignment, work-for-hire agreement, or NDA.

(6) “Garcia executed instruments styled as acts of the sole member of Damac.” Garcia signed as Damac’s Member because Ms. Filfil filed him as Member with the State and told the title company and brokers to have “your buyer Jonathan sign” (Exhibits 1–2). Plaintiffs’ own emails are the authorization.

(7) “Garcia asserted authority over Damac that he does not hold.” That is the merits question (Part I). It cannot be assumed in a temporary order.

5B. A temporary injunction requires evidence, not pleadings. Plaintiffs’ application was granted ex parte on a verified petition; at the injunction hearing they must prove each element with competent evidence. Tex. R. Civ. P. 681; Butnaru, 84 S.W.3d at 204. A proposed order that recites accusations for which no document has been produced is not evidence.

III. NO IRREPARABLE HARM; THE TRO SHOULD NOT BE EXTENDED

8. Plaintiffs must prove a probable, imminent, and irreparable injury. Butnaru, 84 S.W.3d at 204. The TRO has been in place since September 24. Plaintiffs have identified no act by Garcia in that period, no lost sale, no lost builder, and no disclosure. Every “harm” in the proposed order is a recital of Plaintiffs’ allegations, not evidence. Money damages for marketing work and website control are calculable; that alone defeats irreparable harm.

9. The TRO expires today under Rule 680. Garcia does not agree to any extension. On October 6, 2026, at 6:43 p.m. — while the TRO was in force and after her own counsel had instructed Garcia not to contact her — Ms. Filfil telephoned Garcia directly (Exhibit 9). The party seeking equity should come with clean hands.

IV. OBJECTIONS TO THE FORM OF PLAINTIFFS' PROPOSED ORDER

10. Garcia objects to Plaintiffs' proposed Temporary Injunction (served 9:19 a.m. today) on the following grounds, each of which independently renders the order void or voidable:

(a) No bond. Rule 684 requires the order to fix the amount of security. The proposed order fixes none. A temporary injunction without a bond is void. Tex. R. Civ. P. 684; *Qwest Commc'ns Corp. v. AT&T Corp.*, 24 S.W.3d 334, 337 (Tex. 2000). Given the Granbury transaction at issue, any bond should not be less than \$50,000.

(b) No trial setting. Rule 683 requires every temporary injunction to include an order setting the cause for trial on the merits. The proposed order has none. Tex. R. Civ. P. 683; *InterFirst Bank San Felipe, N.A. v. Paz Constr. Co.*, 715 S.W.2d 640, 641 (Tex. 1986) (per curiam).

(c) No specific reasons. Rule 683 requires the order to “set forth the reasons for its issuance” specifically. “Evidence of harm that is imminent” is a conclusion, not a reason. Tex. R. Civ. P. 683; *State v. Cook United, Inc.*, 464 S.W.2d 105, 106 (Tex. 1971).

(d) Paragraph (i) is an unconstitutional prior restraint and bars witness contact. It forbids Garcia from contacting any broker, builder, vendor or investor “regarding Plaintiffs.” That sweeps in the witnesses Garcia has designated (Joseph Fogarty, Kevin Vader, Zachary Peters, RG Miller Engineers), the Granbury buyer and title company, and Garcia's own companies. It would prevent Garcia from preparing his defense and prosecuting his counterclaims.

(e) Paragraph (iv) grants final relief on the Damac issue (Part I above).

(f) “Affiliated companies” is undefined; the order must describe the acts restrained in reasonable detail. Tex. R. Civ. P. 683.

(g) The recitals that Plaintiffs “retained” Garcia, that he “altered” websites “without authorization,” and that he “disparag[ed]” Plaintiffs are findings on contested facts and should be struck.

11. If the Court nonetheless enters any order, Garcia asks that it (1) fix a bond of not less than \$50,000; (2) set the cause for trial; (3) strike paragraph (iv) entirely; (4) limit paragraph (i) to soliciting Plaintiffs’ builder contracts for a competing project, with an express carve-out for persons with knowledge of relevant facts, the Granbury buyer and escrow agent, and Garcia’s own businesses; (5) permit Garcia to preserve, without altering, the websites and domains; (6) delete the fact recitals; and (7) state the Court’s specific reasons. Garcia requests written findings and preserves all objections for interlocutory appeal under Tex. Civ. Prac. & Rem. Code § 51.014(a)(4).

V. PRAYER

Garcia asks the Court to deny Plaintiffs’ Application for Temporary Injunction; to decline to extend the Temporary Restraining Order; to refuse the proposed order as drafted; in the alternative to enter only the narrowed order described in paragraph 11; to hear Garcia’s pending Motion to Dissolve, Supplemental Motion to Dissolve and Deny Temporary Injunction, Motion to Disqualify Counsel and Supplement, and Rule 12 Motion to Show Authority before granting any relief in Damac’s name; and to grant Garcia all other relief to which he is entitled.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

[REDACTED]

Tel. [REDACTED]

Jon.garcia.a@gmail.com

DEFENDANT, COUNTER-PLAINTIFF, AND
THIRD-PARTY PLAINTIFF

UNSWORN DECLARATION

My name is Jonathan Garcia, my [REDACTED]

[REDACTED]

Exhibit 4 — Emails of September 14, 2026 between Sophia Filfil and Alyna Caesar-Ayure of Doré Rothberg regarding review and revision of Garcia’s partnership agreements.

Exhibit 5 — Emails of October 3–6, 2025: Doré Rothberg circulates Joint Venture Agreement drafts; “please ensure that Jon signs the JV partnership agreement.”

Exhibit 6 — Joint Venture Agreement (GO-M Realty LLC, Texas Top Realty, LLC, 310 Capital LLC) with Exhibit A naming Connor Smith as the venture’s counsel, as filed by Plaintiffs as Exhibit D to their Original Petition.

Exhibit 7 — Photographs, May 16, 2025 Sofi Lakes builder meeting at RG Miller Engineers (Garcia presenting; Connor J. Smith in attendance).

Exhibit 8 — Demonstrative timeline of the Damac / Granbury transaction (Tex. R. Evid. 1006), drawn from exhibits in the record.

Exhibit 9 — Sophia Filfil’s direct call to Garcia, October 6, 2026, 6:43 p.m. (call log, contact card, and counsel’s no-contact instruction).

EXHIBIT 1

Certificate of Amendment, Damac Investments, LLC — April 1, 2025 (Garcia added as Member; address = Doré Rothberg office)

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 2

Emails, Mar. 31 – Apr. 1, 2025 — “Please have your buyer Jonathan sign this asap”; “Put Member”

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 3

iMessages, Sophia Filfil → Garcia, May 2025 – Sept. 2026

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.

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 4

Emails, Sept. 14, 2026 — Doré Rothberg revising Garcia's partnership agreements

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 5

Emails, Oct. 3–6, 2025 — JV drafts; “please ensure that Jon signs the JV partnership agreement”

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.

EXHIBIT 6

Joint Venture Agreement (Plaintiffs' Pet. Exh. D) — Exhibit A names Connor Smith
as venture counsel

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: _____

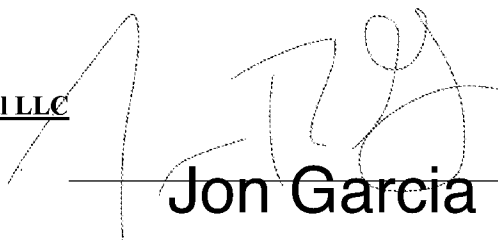
Signed by:
Kevin Vader
50276042E4BA4CD...

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 7

Photographs — May 16, 2025 Sofi Lakes builder meeting, RG Miller Engineers

EXHIBIT F

Photograph 1 — RG Miller Meeting, May 16, 2025
Connor J. Smith (red arrow)

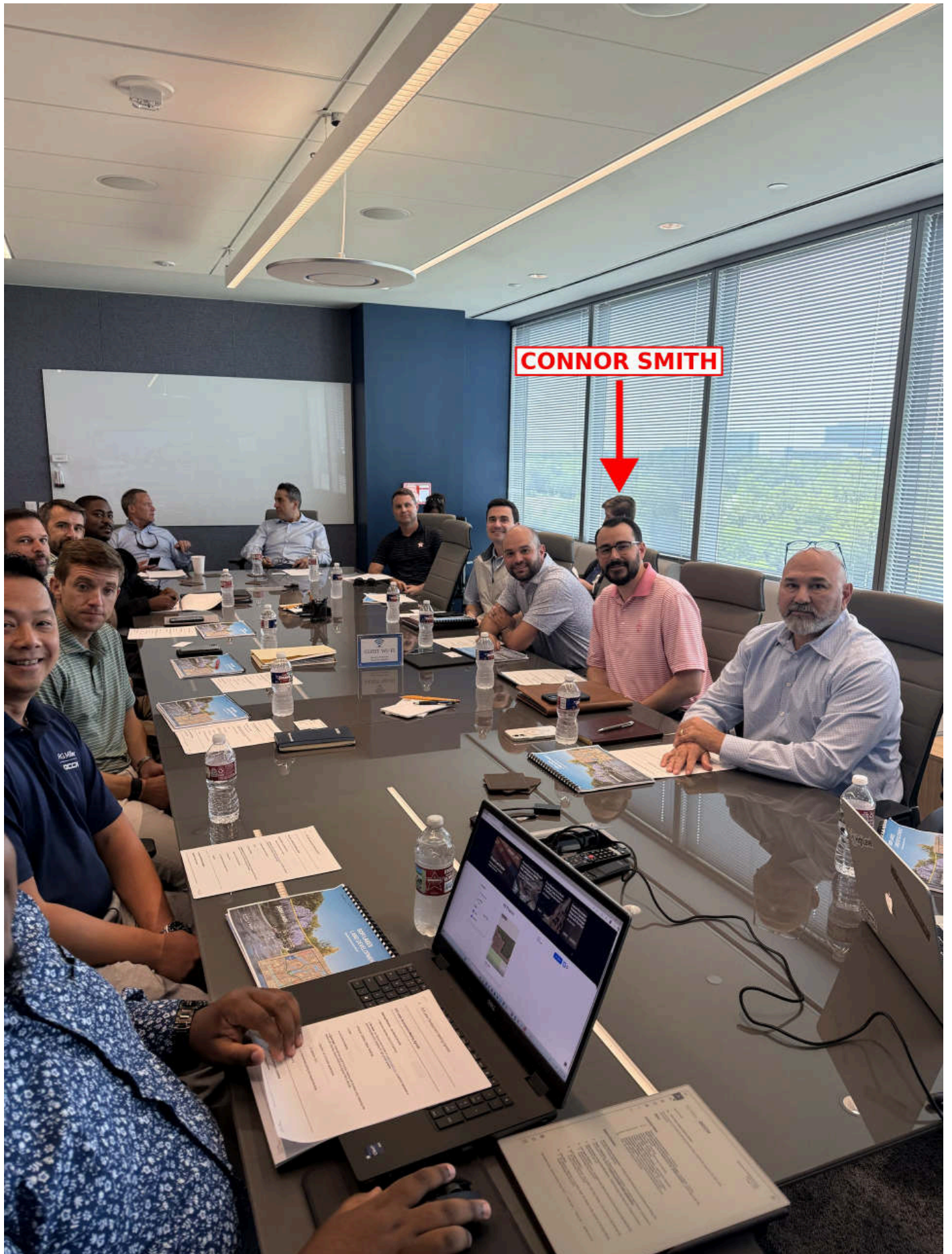


EXHIBIT G

Photograph 2 — RG Miller Meeting, May 16, 2025
Jonathan Garcia presenting (red circle)



EXHIBIT 8

Demonstrative timeline — Damac / Granbury (Tex. R. Evid. 1006)

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 9

Sophia Filfil direct call to Garcia, Oct. 6, 2026, 6:43 p.m.

EXHIBIT A — Email exchange, October 6, 2026

Jonathan Garcia ↔ Connor J. Smith (Doré Rothberg Law), 6:19 p.m. – 6:32 p.m. Eastern. Source: Gmail account of Jonathan Garcia.

From: Jon Garcia <jon.garcia.a@gmail.com>
To: Connor Smith <csmith@dorelaw.com>
Date: Oct 6, 2026, 6:19 PM (ET)
Subject: RE: Cause No. 2026-70357 — Motion to Strike (opposed); conference on Nos. 39, 66, 68; discovery disclosure

Connor,

I oppose the Motion to Strike. My Motion to Disqualify (No. 38) does not ask you to produce privileged communications. It asks the Court to address the conflict in your firm representing Ms. Filfil, Damac, and the other entities together, and the handling of mail and notices directed to me. Whether your firm drafted the GO-M and JV documents is a fact, not a privileged communication, and it goes to the conflict itself. If you believe a specific sentence quotes a privileged communication, identify it and I will consider it, but I will not agree to strike the motion or its grounds.

So the Certificates of Conference are accurate, please let me know whether your clients oppose:

- No. 39 — Motion to Dissolve or Modify the TRO;
- No. 66 — Application for TRO and Temporary Injunction; and
- No. 68 — Application for TRO (Sofi Lakes funds).

For transparency, I am disclosing now that my discovery will include document requests and deposition notices to Ms. Filfil's parents and to her daughter, as fact witnesses to the matters in my counterclaim. I am telling you this up front so there is no surprise and so you can let me know whether you will accept service of notices for any of them.

I am available by phone or Zoom tomorrow to confer on any of the above.

Jonathan Garcia, pro se

[REDACTED]

Jon.garcia.a@gmail.com

From: Connor Smith <CSmith@dorelaw.com>
To: Jon Garcia <jon.garcia.a@gmail.com>; cc: cschade@dorelaw.com
Date: Oct 6, 2026, 6:24 PM (ET)
Subject: RE: Cause No. 2026-70357 — Motion to Strike (opposed); conference on Nos. 39, 66, 68; discovery disclosure

What is your basis for deposing Ms. Filfil's family?

Sincerely,

Connor J. Smith | Senior Associate | Doré Rothberg Law, P.C.

Houston address | [REDACTED], Suite 700 | Houston, Texas | 77084

Fort Worth address | [REDACTED] | Ft. Worth, Texas | 76116

Main: [REDACTED] | Direct: [REDACTED] | Fax: [REDACTED]

csmith@dorelaw.com | www.dorelaw.com

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

To: Connor Smith <csmith@dorelaw.com>

Date: Oct 6, 2026, 6:32 PM (ET)

Subject: RE: Cause No. 2026-70357 — Motion to Strike (opposed); conference on Nos. 39, 66, 68; discovery disclosure

Connor,

They are fact witnesses. Your clients' pleadings and your client's sworn statements say I never had any equity or position in Sofi Lakes and was never anything more than a contractor. Ms. Filfil's parents and her daughter were present, repeatedly and over a period of years, when I stayed at Ms. Filfil's home and when Ms. Filfil and I discussed my interest and equity in Sofi Lakes and the work I was doing on the project. They saw me working on Sofi Lakes from that house. They can testify to what Ms. Filfil said about my role and ownership in front of them, and to what they observed. That goes directly to the central disputed fact in this case.

In addition:

- Martin Filfil is a named third-party defendant (Zaza Landscape) and a payee of Sofi Lakes funds, so his deposition is party discovery, not family discovery.
- To the extent any family member is a beneficiary of The Beneficial Trust or has an ownership, funding, or signatory role in any Sofi Lakes entity, that is also relevant to the declaratory relief I requested.

Under Rule 192.3 I am entitled to discovery from any person with knowledge of relevant facts, and under Rule 199 any person may be deposed. I disclosed this early as a courtesy so there would be no claim of surprise or harassment. Because the TRO restricts my contact with Ms. Filfil, I will route all notices through counsel. Please tell me whether you represent her parents and daughter and will accept service of deposition notices and subpoenas for them; if not, I will serve them by subpoena.

I still need your clients' position on Nos. 39, 66, and 68 for the Certificates of Conference.

Jonathan Garcia, pro se

[REDACTED]

Jon.garcia.a@gmail.com

EXHIBIT B — Call log screenshot, October 6, 2026, 6:43 p.m.

iPhone contact card and call log of Jonathan Garcia: carrier-verified missed call from “Sophia Filfil,” mobile [REDACTED] Screenshot taken October 6, 2026. Contact photo blurred (minor child).

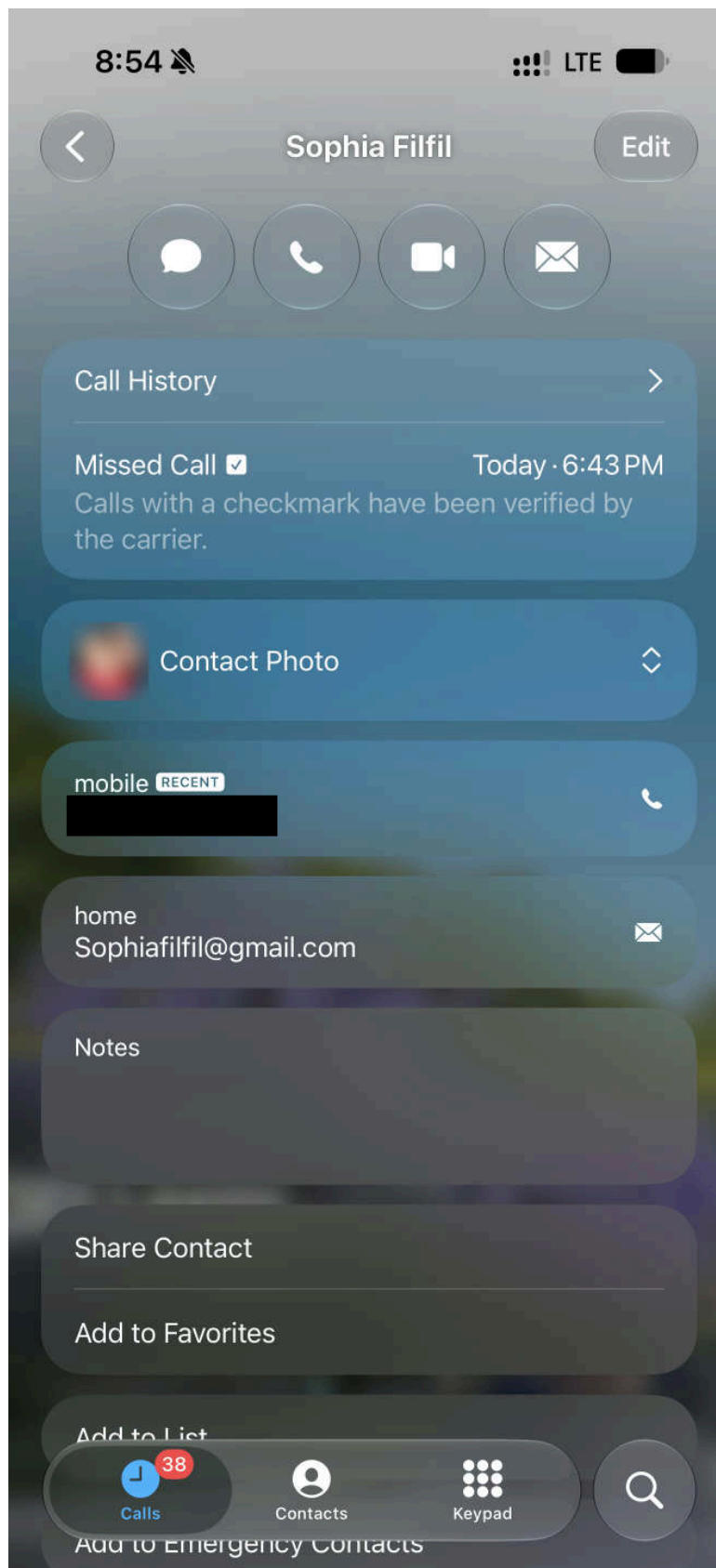


EXHIBIT C — Garcia's email reporting the call, October 6, 2026, 6:47 p.m.

Jonathan Garcia → Connor J. Smith (Doré Rothberg Law). Source: Gmail account of Jonathan Garcia (Sent).

From: Jon Garcia <jon.garcia.a@gmail.com>
To: Connor Smith <csmith@dorelaw.com>
Date: Oct 6, 2026, 6:47 PM (ET)
Subject: Cause No. 2026-70357 — Ms. Filfil called me directly today at 6:43 PM

Connor,

At 6:43 PM today, Ms. Filfil called my cell phone directly from her personal number. I did not answer and I will not return the call. The call shows as carrier-verified in my phone log, and I have preserved a screenshot (attached).

Your client obtained a TRO against me on the stated ground that she needs protection from contact with me. She cannot ask the Court for a no-contact order and then call me herself. Please instruct your client, in writing, that all communication with me is to go through counsel only. I will treat this direct call, text, or message from her as evidence on my Motion to Dissolve or Modify the TRO (No. 39) and at the temporary-injunction hearing.

If there was something she needed to tell me, please relay it by email.

Jonathan Garcia, pro se



Jon.garcia.a@gmail.com

[Attachment: Image.png — screenshot of call log, reproduced as Exhibit B]