

CAUSE NO. 2026-70357

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

Plaintiffs,

v.

**JONATHAN GARCIA,
Defendant.**

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**IN THE DISTRICT
COURT OF**

**HARRIS COUNTY,
TEXAS**

**515TH JUDICIAL
DISTRICT**

**DEFENDANT JONATHAN GARCIA’S POST-HEARING BRIEF (WRITTEN CLOSING
ARGUMENT) IN OPPOSITION TO PLAINTIFFS’ APPLICATION FOR TEMPORARY
INJUNCTION, WITH THE COMPLETE DAMAC INVESTMENTS RECORD**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant Jonathan Garcia (“Garcia”), pro se, submits this written closing argument following the October 8, 2026 hearing on Plaintiffs’ Application for Temporary Injunction, and re-attaches, in date order and in one place, every Damac Investments, LLC document already in the record so that the Court can see the whole thread before ruling. Each attachment keeps the exhibit number under which it was filed with Garcia’s Original Answer, Verified Denials, Counterclaims and Third-Party Petition (“Counterclaim Exhibit ____”). Garcia incorporates his Response in Opposition to Plaintiffs’ Application for Temporary Injunction (filed October 8, 2026), his Motion to Dissolve or Modify the Temporary Restraining Order, his Supplemental Motion to Dissolve and to Deny Temporary Injunction, his Motion to Disqualify Plaintiffs’ Counsel and its Supplement, and his Rule 12 Motion to Show Authority.

I. SUMMARY

1. Plaintiffs ask this Court to enjoin Garcia from “holding himself out” as a member or representative of Damac Investments, LLC and from acting on Damac’s behalf. The attached record shows that every act Plaintiffs now call unauthorized was an act Ms. Filfil herself directed, in writing, over a period of twelve months: she gave Garcia a Damac email address (December 4, 2024); she scripted his first call to the seller as Damac’s “builder relation

authorized person” (December 6, 2024); she told him the purchasing company he represented was “Damac investments” (December 6, 2024); she told him to “Change it to your name” (March 31, 2025); she filed a Certificate of Amendment with the Secretary of State adding “Member: JONATHAN GARCIA” (April 1, 2025); she emailed the brokers and the title company “Please have your buyer Jonathan sign this asap” (April 1, 2025); her broker told Garcia to sign as “Member” and she confirmed “Put Member”; Garcia signed the Granbury contract amendment as Damac’s buyer at her direction; and seven months later she told the project engineer, in writing, “Jon Garcia, is my partner in this project” (November 25, 2025). On December 15, 2025 — the same day she texted Garcia that “Connor will be sending documents for u to sign for 500k ... For Granbury” — a second amendment was filed deleting Garcia as member, without his signature or knowledge, listing his member address as Plaintiffs’ counsel’s own law office.

2. Three conclusions follow. First, who owns and controls Damac is the ultimate merits question in this case and in the first-filed Chambers County case; a temporary injunction cannot decide it. Second, the “status quo” Plaintiffs ask the Court to protect is the position Plaintiffs created by their own unnoticed December 15, 2025 filing — not the last actual, peaceable, non-contested status, which was Garcia as Damac’s member of record from April 1 to December 15, 2025. Third, Plaintiffs have shown no imminent, irreparable injury: there is no evidence of any Damac act by Garcia after suit was filed, and the September 21, 2026 title-company email in the record shows the escrow officer will not act on Garcia’s instructions without state documentation — which is exactly why there is nothing to enjoin.

II. THE DAMAC RECORD, IN DATE ORDER

3. The following is drawn entirely from documents already in the record. Quotations are verbatim. Each cited exhibit is re-attached to this brief under its original number.

December 4, 2024 — Ms. Filfil texts Garcia a Damac email address: “Jonathan@damacinvestments.com.” [Counterclaim Exhibit 30]

December 5, 2024 — Ms. Filfil: “Dr reddy signed the contract.” “It’s in the title company.” [Counterclaim Exhibits 26, 30]

December 6, 2024 — Ms. Filfil scripts Garcia’s call to the seller: “Dr reddy call you are builder relation authorized person ... you will be closing end of April ...” Garcia asks, “And the name Of the purchasing company? I represent —” Ms. Filfil answers: “Damac investments.” [Counterclaim Exhibit 30]

March 30, 2025 — Garcia registers damacinvestments.org in his own GoDaddy account (order no. 3630502424); the registrant of record is Jon Garcia. [Counterclaim Exhibits 14, 15, 16]

March 30–31, 2025 — Ms. Filfil: “I need you to call Ashoke [Reddy] with me tomorrow ... I will explain what to say.” “Your broker is Kevin Vader.” Garcia sends her the Damac company-information page; she replies: “Change it to your name.” Garcia: “Ok.” [Counterclaim Exhibits 26, 30]

March 31, 2025 — Ms. Filfil: “My buyer will close in August or September ... Granbury ... We need to just get Dr reddy out off the way. I m getting ur email done.” [Counterclaim Exhibits 26, 27]

March 31, 2025 — Seller’s broker Zach Peters emails Ms. Filfil the contract amendment; buyer’s broker Kevin Vader forwards it to Garcia for signature as Damac’s “Member.” Ms. Filfil instructs: “Put Member.” [Counterclaim Exhibit 25]

April 1, 2025 — Certificate of Amendment filed with the Texas Secretary of State adding “Member: JONATHAN GARCIA” to Damac Investments, LLC (Document No. 1465837290002). Address of record for the new member: [REDACTED] — the office of Plaintiffs’ counsel. [Counterclaim Exhibit 1 (also Response Exhibit 1)]

April 1, 2025 — Ms. Filfil creates Garcia’s Damac Google Workspace account (“Username: jonathan@damacinvestments.us”) and texts him the credentials. [Counterclaim Exhibit 30]

April 1, 2025 — Ms. Filfil emails brokers Vader and Peters and escrow officer Noel Wasson (Providence Title): “Please have your buyer Jonathan sign this asap.” Authentisign signature request follows. [Counterclaim Exhibit 6]

April 1, 2025 — Garcia signs the Commercial Contract Amendment (TXR-1932) for the Granbury property as buyer “Damac Investments &/or Assigns,” printed name Jonathan Garcia, and returns it to Peters copying Ms. Filfil. [Counterclaim Exhibit 5]

April 1, 2025 — Ms. Filfil, coaching Garcia for the call with the seller’s son: “Probably Dont tell him about u mortgage broker.” “Be the king.” [Counterclaim Exhibit 30]

April 2, 2025 — Ms. Filfil on the economics: “But we are making only little about 30 million.” Garcia: “Quick flip.” Ms. Filfil: “Buy selling. Up. Yup ... Data center.” [Counterclaim Exhibit 26]

November 25, 2025 — Project engineer CEC writes to Garcia (copying Ms. Filfil) about outstanding Granbury Data Center invoices. Ms. Filfil replies to CEC, copying Garcia: “Jon Garcia, is my partner in this project. Bilateral is the buyer for us.” [Counterclaim Exhibit 7]

December 15, 2025 — Ms. Filfil texts Garcia: “Connor will be sending documents for u to sign for 500k ... For Granbury.” [Counterclaim Exhibit 26]

December 15, 2025 — The same day, a second Certificate of Amendment is filed deleting Garcia as member (Document No. 1542200210003). Garcia did not sign it and was not told of it. [Counterclaim Exhibit 2]

March 5, 2026 — Damac’s Franchise Tax Public Information Report is filed listing only Ms. Filfil. [Counterclaim Exhibit 3]

September 21, 2026 — Providence Title escrow officer Noel Wasson writes to Garcia that she has “attached the public filing from the SOS website where you were added as a member in April 2025” and the filing “where you were remov[ed] as a member in December of 2025,” and that she will not act on Garcia’s instructions without state documentation. [Counterclaim Exhibit 32]

September 23–25, 2026 — Garcia’s Chambers County suit (Cause No. 26DCV0903, 344th District Court) seeking a declaration of his Damac membership is filed September 23, 2026, and that court signs a Temporary Restraining Order on September 25, 2026 — before any temporary injunction in this cause. [Counterclaim Exhibit 13]

4. A one-page demonstrative summary of this record, prepared under Texas Rule of Evidence 1006, is re-attached as Counterclaim Exhibit 31.

II-A. WHAT THE OCTOBER 8, 2026 HEARING ESTABLISHED

4A. The hearing record now contains the following, in addition to the documents above:

- Plaintiffs’ counsel, in opening, told the Court that Garcia was “deputized to sign on behalf of Damac Investments” and described Garcia’s role as including Damac transactions, signing for Damac, fundraising, CRM and client management, builder information, marketing, and digital assets — not incidental web work.

- Ms. Filfil first answered “No” when asked whether Garcia was made a member of Damac in March–April 2025. Shown the April 1, 2025 Certificate of Amendment (Counterclaim Exhibit 1), she acknowledged that she filed it. The Court examined the document itself and stated that the document states Garcia is a member, and that “we’ve established that he was on paper.”

- Ms. Filfil acknowledged that the address listed for Garcia on that filing — [REDACTED] Place, Suite 700 — is her counsel’s office, not Garcia’s address, and that Garcia did not give her permission to use it.

- Ms. Filfil acknowledged filing the December 15, 2025 amendment (Counterclaim Exhibit 2) that deleted Garcia and Nick Herman, and acknowledged that Garcia did not sign any document — electronic, physical, or otherwise — removing himself. Her explanation was a “system glitch.” Asked whether Garcia was put on and taken off Damac through her actions, not his, she answered “Yes.”

- Ms. Filfil acknowledged that there was no written non-disclosure or confidentiality agreement with Garcia, while testifying that he was given builder designs, floor plans, appraisals, lending and bonding information, and attorney information.

- Asked whether she had lost any money from builders or the Sofi Lakes project because of Garcia’s actions, excluding attorney’s fees, Ms. Filfil answered “No.”

- Counterclaim Exhibit 17 — Ms. Filfil’s 2022 text messages (“my new young partner”; “We will put you in partnership with the company 20%”; “I can’t believe we’ll be partners”; “SoFi Lakes said you get equity”) — was admitted over Plaintiffs’ authenticity objection, the Court noting that Ms. Filfil had not denied sending the messages but had said she did not remember them or had explained what she meant by “partner.” Ms. Filfil confirmed sending the August 30, 2026 message about a percentage in GO-M Realty.

- Ms. Filfil acknowledged that the Joint Venture Agreement Plaintiffs offered names “Sofi Lakes LLC,” not Plaintiff 622 Sofi Lakes LP; Plaintiffs’ counsel conceded, “You’re right.”

- Garcia learned at the hearing that the Temporary Restraining Order had been extended on October 1, 2026 for a further fourteen days. Garcia was not served with notice of, and did not agree to, that extension. Rule 680 permits one extension; no further extension is available.

4B. On that record, the element Plaintiffs must prove for any Damac relief — a probable right to recover on the claim that Garcia holds no interest and no authority in Damac — is not merely unproven; it is contradicted by Plaintiffs’ own filings, their own counsel’s opening, and the Court’s own reading of the document. And the element of imminent, irreparable injury is negated by the applicant’s own answer that she has lost nothing from the project because of Garcia.

III. THE TEMPORARY INJUNCTION CANNOT REACH DAMAC

5. It would decide the merits. A temporary injunction preserves the status quo pending trial; it is not a vehicle for adjudicating the ultimate rights of the parties. *Walling v. Metcalfe*, 863 S.W.2d 56, 58 (Tex. 1993); *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). Paragraph (iv) of Plaintiffs’ proposed order — barring Garcia from representing that he is a member of, or holds authority in, Damac — is a finding that he is not a member and holds no authority. That is the question the attached record puts in dispute and the question a fact-finder must decide. An order deciding it now would grant Plaintiffs the full relief they seek at trial under the label of a temporary order.

6. The Chambers County court has dominant jurisdiction over Damac. Garcia’s declaratory-judgment action over his Damac membership was filed in the 344th District Court of Chambers County on September 23, 2026, and that court entered a temporary restraining order on September 25, 2026 (Counterclaim Exhibit 13). When suits involving the same subject matter are pending in two Texas courts, the court where suit was first filed acquires dominant jurisdiction. *Wyatt v. Shaw Plumbing Co.*, 760 S.W.2d 245, 247 (Tex. 1988); *In re J.B. Hunt Transp., Inc.*, 492 S.W.3d 287, 294 (Tex. 2016). This Court should not enter an injunction on Damac that would conflict with the orders of the court first seized of the question.

7. The status quo is not what Plaintiffs say it is. The status quo protected by a temporary injunction is “the last, actual, peaceable, non-contested status which preceded the pending controversy.” *In re Newton*, 146 S.W.3d 648, 651 (Tex. 2004) (orig. proceeding). From April 1 to December 15, 2025, Garcia was Damac’s member of record under a filing Ms. Filfil herself made, signing Damac documents at her written direction, with her broker, her title company, and her engineer all dealing with him as Damac’s buyer and her “partner.” That eight-month status was actual, peaceable, and non-contested. Plaintiffs changed it unilaterally on December 15, 2025 by an unnoticed filing that deleted Garcia and listed his address as their lawyer’s office. An injunction that freezes the position Plaintiffs created by that act does not preserve the status quo; it ratifies the change that caused the controversy.

8. Plaintiffs’ own writings are party admissions. Each of Ms. Filfil’s emails and text messages above is a statement by a party-opponent and admissible against Plaintiffs. Tex. R.

Evid. 801(e)(2). They were sent from the email address and telephone number Ms. Filfil has used with Garcia throughout, were produced from Garcia's own accounts, and are authenticated by their distinctive characteristics and context. Tex. R. Evid. 901(b)(4). Plaintiffs have offered no evidence that any of them is other than what it appears to be.

9. Unclean hands. The party seeking equity must come with clean hands. The record shows Ms. Filfil directing Garcia to present himself to the seller as Damac's authorized representative, to conceal from the seller's son that he was a mortgage broker, to "Be the king," and to help "get Dr reddy out off the way" — and then, after the transaction was contracted, removing Garcia from Damac without notice on the day she promised him \$500,000 for Granbury. A court of equity should not lend its injunctive power to a party in that posture.

IV. THE PROPOSED ORDER IS DEFECTIVE UNDER RULES 683 AND 684

11. Rule 683 requires that every order granting an injunction "set forth the reasons for its issuance," be "specific in terms," describe in reasonable detail the acts restrained, and "include an order setting the cause for trial on the merits." Tex. R. Civ. P. 683. Rule 684 requires the applicant to execute a bond before the order issues. Tex. R. Civ. P. 684. These requirements are mandatory, and an order that does not comply is void. *Qwest Commc'ns Corp. v. AT&T Corp.*, 24 S.W.3d 334, 337 (Tex. 2000); *InterFirst Bank San Felipe, N.A. v. Paz Constr. Co.*, 715 S.W.2d 640, 641 (Tex. 1986). Plaintiffs' proposed order states no specific reason why Garcia will suffer irreparable injury absent the order, sets no trial date, sets no bond, enjoins unnamed "affiliated companies," and in paragraph (i) restrains Garcia from communicating with potential witnesses. If the Court is inclined to grant any relief, Garcia asks that the order be limited to the sofilakes.com and go-mrealty.com websites and marketing materials, omit any provision touching Damac, state the specific reasons for issuance, set a trial date, and require a bond commensurate with the harm an erroneous injunction would cause Garcia.

V. NO IMMINENT, IRREPARABLE INJURY

12. An applicant must prove a probable, imminent, and irreparable injury. *Butnaru*, 84 S.W.3d at 204. Plaintiffs identified no act by Garcia on Damac's behalf after they filed suit; no builder, broker, or buyer who was misled; no transaction that failed; and no sum that cannot be measured in money. The September 21, 2026 title-company email (Counterclaim Exhibit 32)

shows the escrow officer will take no instruction from Garcia without state documentation. Ms. Filfil herself testified that, apart from attorney's fees, she has lost no money from builders or the project because of Garcia. Whatever the merits, there is no imminent harm to restrain. As to the websites, Garcia has sworn that he does not hold, control, or have login access to the sofilakes.com or go-mrealty.com domain registrations or hosting, has made no change to either site since this dispute arose, and delivered the website source code to Ms. Filfil (Response in Opposition, Declaration). Fear of a future act by a person who has no access to the thing is not imminent injury.

VI. PRAYER

Garcia asks the Court to (a) deny Plaintiffs' Application for Temporary Injunction; (b) in the alternative, deny all relief relating to Damac Investments, LLC, the Granbury property, or Garcia's membership or authority in Damac, and confine any order to the specific website and marketing conduct alleged, with the reasons stated, a trial date set, and a bond required under Rules 683 and 684; (c) decline any further extension of the Temporary Restraining Order beyond the October 1, 2026 extension, of which Garcia received no notice and first learned at the hearing, and which is the single extension Rule 680 permits; (d) set Garcia's Motion to Disqualify Plaintiffs' Counsel and Supplement, Rule 12 Motion to Show Authority, and applications for temporary relief for hearing; and (e) 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]

documents re-attached to this brief are true and correct copies of exhibits previously filed in this cause with my Original Answer, Verified Denials, Counterclaims and Third-Party Petition, each bearing the exhibit number under which it was filed. The emails and text messages among them were received on, sent from, or exported from my own email account (jon.garcia.a@gmail.com) and my own iPhone, and the text messages are from the iMessage conversation I have had with Sophia Filfil at telephone number [REDACTED] since 2022. The facts stated in paragraph 1, in the date-order record in Part II, and in Part II-A concerning what occurred at the October 8, 2026 hearing, at which I appeared by Zoom, are within my personal knowledge and are true and correct. 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 8th day of October, 2026.

/s/ Jonathan Garcia
Jonathan Garcia, Declarant

CERTIFICATE OF SERVICE

I certify that on the 8th day of October, 2026, a true and correct copy of this brief with its attachments was served on all counsel of record through the electronic filing manager under Texas Rule of Civil Procedure 21a and by email, including Connor J. Smith, Doré Rothberg Law, P.C., [REDACTED], [REDACTED], csmith@dorelaw.com.

/s/ Jonathan Garcia
Jonathan Garcia

INDEX OF ATTACHMENTS (RE-ATTACHED COUNTERCLAIM EXHIBITS, IN DATE ORDER)

Counterclaim Exhibit 30 — iMessages, December 4, 2024 – April 1, 2025:

“Jonathan@damacinvestments.com”; “builder relation authorized person”; “Damac investments”; “Change it to your name”; Google Workspace credentials; “Be the king.”

Counterclaim Exhibit 26 — iMessages, December 2024 – December 15, 2025: “Dr reddy signed the contract”; “Your broker is Kevin Vader”; “get Dr reddy out off the way”; “about 30 million ... Data center”; “Connor will be sending documents for u to sign for 500k ... For Granbury.”

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

Counterclaim Exhibit 14 — GoDaddy receipts, damacinvestments.org, registered by Jonathan Garcia March 30, 2025.

Counterclaim Exhibit 15 — Domain registration record, damacinvestments.org.

Counterclaim Exhibit 16 — GoDaddy registration settings, damacinvestments.org (Registrant: Jon Garcia).

Counterclaim Exhibit 25 — Emails, March 31 – April 1, 2025: seller’s broker, buyer’s broker, Garcia’s signature as Damac’s “Member”; “Put Member.”

Counterclaim Exhibit 1 — Certificate of Amendment, Damac Investments, LLC, filed April 1, 2025, adding “Member: JONATHAN GARCIA.”

Counterclaim Exhibit 6 — Emails, April 1, 2025: “Please have your buyer Jonathan sign this asap”; Authentisign request.

Counterclaim Exhibit 5 — Commercial Contract Amendment (TXR-1932), Granbury, signed by Jonathan Garcia as buyer for Damac Investments, returned April 1, 2025.

Counterclaim Exhibit 7 — Emails, November 25, 2025: CEC to Garcia; Ms. Filfil’s reply: “Jon Garcia, is my partner in this project. Bilateral is the buyer for us.”

Counterclaim Exhibit 2 — Certificate of Amendment, Damac Investments, LLC, filed December 15, 2025, deleting Garcia as member.

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

Counterclaim Exhibit 32 — Email, September 21, 2026, Noel D. Wasson, Providence Title, to Garcia regarding the Secretary of State filings.

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

Counterclaim Exhibit 31 — Demonstrative summary (Tex. R. Evid. 1006): Ms. Filfil presented Garcia as Damac’s buyer to the seller, the brokers, and the title company.

COUNTERCLAIM EXHIBIT 30

Re-attached to Defendant's Post-Hearing Brief — Attachment 1 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 30 — iMessages, December 4, 2024 – April 1, 2025:
“Jonathan@damacinvestments.com”; “builder relation authorized person”; “Damac investments”; “Change it to your name”; Google Workspace credentials; “Be the king.”

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.

SF

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

COUNTERCLAIM EXHIBIT 26

Re-attached to Defendant's Post-Hearing Brief — Attachment 2 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 26 — iMessages, December 2024 – December 15, 2025: “Dr reddy signed the contract”; “Your broker is Kevin Vader”; “get Dr reddy out off the way”; “about 30 million ... Data center”; “Connor will be sending documents for u to sign for 500k ... For Granbury.”

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.

SF

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

COUNTERCLAIM EXHIBIT 27

Re-attached to Defendant's Post-Hearing Brief — Attachment 3 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

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

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.

SF

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

COUNTERCLAIM EXHIBIT 14

Re-attached to Defendant's Post-Hearing Brief — Attachment 4 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 14 — GoDaddy receipts, damacinvestments.org, registered by
Jonathan Garcia March 30, 2025.

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.

COUNTERCLAIM EXHIBIT 15

Re-attached to Defendant's Post-Hearing Brief — Attachment 5 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 15 — Domain registration record, damacinvestments.org.

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.

COUNTERCLAIM EXHIBIT 16

Re-attached to Defendant's Post-Hearing Brief — Attachment 6 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 16 — GoDaddy registration settings, damacinvestments.org
(Registrant: Jon Garcia).

EXHIBIT 16

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

Claim Your Free POSHelp Center

JG

Domain

damacinvestments.org

Connect Domain

OverviewDNSRegistration SettingsProductsActivity Log

Contact Info ⓘEdit

Your contact info won't show in our public WHOIS directory when Domain Privacy is on.

NameJon Garcia

Address[REDACTED] 32821

Telephone[REDACTED]

Emailjon.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®.

OrganizationDomains By Proxy, LLC

NameRegistration Private

Address[REDACTED]
Arizona, United States 85281

Telephone+1.4806242599

Email01c8c776cd4346f2808af5b9ce7da220@domainsbyproxy.
com

Email Privacy>Edit

Private email address01c8c776cd4346f2808af5b9ce7da220@domainsby
proxy.com

Forwarding email addressjon.garcia.a@gmail.com

Spam filterOn

Sell>List for Sale

Your domain's estimated value is

below \$100 (USD) ⚠️

Advanced

FoldersAdd to Folders

ProfileAssign to Profile

Delete Domain

Transfer

Domain LockOn

Transfer to Another GoDaddy Account

Transfer to Another Registrar

COUNTERCLAIM EXHIBIT 25

Re-attached to Defendant's Post-Hearing Brief — Attachment 7 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 25 — Emails, March 31 – April 1, 2025: seller's broker, buyer's broker, Garcia's signature as Damac's "Member"; "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 ...

COUNTERCLAIM EXHIBIT 1

Re-attached to Defendant's Post-Hearing Brief — Attachment 8 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 1 — Certificate of Amendment, Damac Investments, LLC, filed
April 1, 2025, adding "Member: JONATHAN 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
[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.)

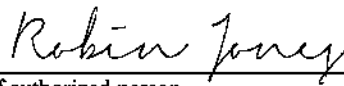
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence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


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

COUNTERCLAIM EXHIBIT 6

Re-attached to Defendant's Post-Hearing Brief — Attachment 9 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 6 — Emails, April 1, 2025: “Please have your buyer Jonathan sign this asap”; Authentisign request.

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.

COUNTERCLAIM EXHIBIT 5

Re-attached to Defendant's Post-Hearing Brief — Attachment 10 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 5 — Commercial Contract Amendment (TXR-1932), Granbury,
signed by Jonathan Garcia as buyer for Damac Investments, returned April 1, 2025.

EXHIBIT 5

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

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



COMMERCIAL CONTRACT AMENDMENT

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

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

See Exhibit "C", Granbury, 76048

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

- ☒ A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to: 90 million 90,000,000
Cash portion payable by Buyer at closing. 85,043,920.00
Sum of all financing described in the contract. \$ 83,043,920.00
Sales price (sum of cash portion and sum of all financing) \$ 83,043,920.00
- ☐ B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit For giving extension until Jan 2026 or as follows: The price is adjusted to be 90,000,000 - 90 million Dollars - Mr
- ☐ C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

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

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

(TXR-1932) 07-08-22

Initialed for Identification by Seller Mr and Buyer _____

Page 1 of 2

Phone: 7138596389

Fax:

Granbury - Reddy

Zach Peters

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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

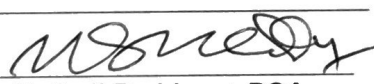
Buyer will be creating a new entity for the purposes of this project. Change is subject to approval of development agreements from the county (approx 6mo working time, to rectify issues relating to: Substantial Wetlands from 2 creeks, power supply/electrical, active oil wells & pumps, and active pipelines)

Seller: Granbury Reddy Land Partners

Buyer: Damac Investments &/or Assigns

By: _____

By: _____

By (signature): 

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

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

By (signature): _____

Printed Name: **Jonathan Garcia**

Title: **Partner**

By: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By (signature): _____

Printed Name: _____

Title: _____

COUNTERCLAIM EXHIBIT 7

Re-attached to Defendant's Post-Hearing Brief — Attachment 11 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 7 — Emails, November 25, 2025: CEC to Garcia; Ms. Filfil's
reply: "Jon Garcia, is my partner in this project. Bilateral is the buyer for us."

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]

[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.

COUNTERCLAIM EXHIBIT 2

Re-attached to Defendant's Post-Hearing Brief — Attachment 12 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 2 — Certificate of Amendment, Damac Investments, LLC, filed
December 15, 2025, deleting Garcia as member.

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
[REDACTED]

FAX: 512/463-5709

Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

DAMAC INVESTMENTS LLC

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

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

☐ For-profit Corporation

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Professional Limited Liability Company

☐ Cooperative Association

☐ Professional Association

☒ Limited Liability Company

☐ Limited Partnership

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

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

Amendments

1. Amended Name

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

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

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

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

2. Amended Registered Agent/Registered Office

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

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

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

OR

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

First Name

M.I.

Last Name

Suffix

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

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

Street Address (No P.O. Box)

City

TX

State Zip Code

3. Other Added, Altered, or Deleted Provisions

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

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

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

Sophia Filfil

Title: Member

Address: 5900 BALCONES DRIVE STE 100

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

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

Nick Herman

&

Jonathan Garcia

Statement of Approval

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

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

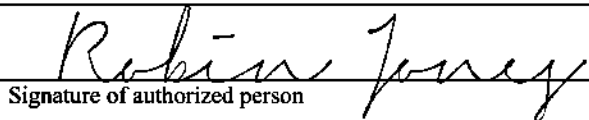
- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence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

Execution

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

Date: 12/15/2025

By: Registered Agents Inc.


Signature of authorized person

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

Printed or typed name of authorized person (see instructions)

Print

Reset

COUNTERCLAIM EXHIBIT 3

Re-attached to Defendant's Post-Hearing Brief — Attachment 13 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

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

EXHIBIT 3

Texas Franchise Tax Public Information Report, Damac Investments, LLC

Filed March 5, 2026 (Document No. 1604392840001)



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

Texas Franchise Tax Public Information Report

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

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

■ Tcode 13196 Franchise

■ Taxpayer number

3 2 0 8 6 8 5 8 1 0 0

■ Report year

2 0 2 6

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

Taxpayer name

DAMAC INVESTMENTS LLC

Mailing address

5900 BALCONES DR STE 100

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

City

AUSTIN

State

TX

ZIP Code

78731

Plus 4

0804779451

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

Principal office

Principal place of business

Please sign below!

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



3208685810026

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

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

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

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

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

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
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Registered agent and registered office currently on file. (see instructions if you need to make changes)

Agent: **REGISTERED AGENTS INC.**

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

Office: **5900 BALCONES DRIVE STE 100**

City

AUSTIN

State

TX

ZIP Code

78731

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

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

sign here **Robin Jones**

Title

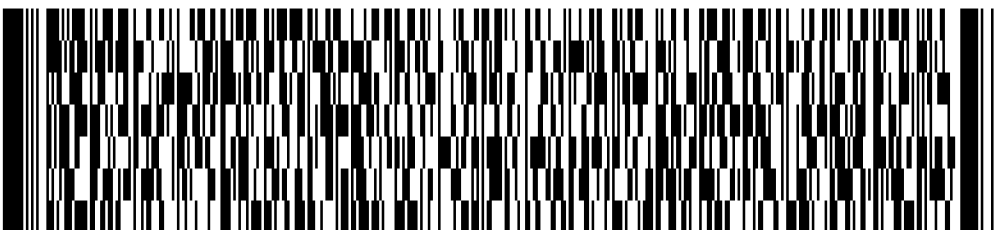
Electronic

Date

03-05-2026

Area code and phone number

Texas Comptroller Official Use Only



VE/DE	☐	PIR IND	☐
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COUNTERCLAIM EXHIBIT 32

Re-attached to Defendant's Post-Hearing Brief — Attachment 14 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 32 — Email, September 21, 2026, Noel D. Wasson, Providence
Title, to Garcia regarding the Secretary of State filings.

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 — [REDACTED] 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

COUNTERCLAIM EXHIBIT 13

Re-attached to Defendant's Post-Hearing Brief — Attachment 15 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

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

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 [REDACTED], 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

COUNTERCLAIM EXHIBIT 31

Re-attached to Defendant's Post-Hearing Brief — Attachment 16 of 16
Cause No. 2026-70357 · 515th District Court, Harris County, Texas

Counterclaim Exhibit 31 — Demonstrative summary (Tex. R. Evid. 1006): Ms. Filfil presented Garcia as Damac's buyer to the seller, the brokers, and the title company.

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.