

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**

**96 — DEFENDANT / THIRD-PARTY PLAINTIFF JONATHAN GARCIA’S THIRD-
PARTY PETITION AGAINST NOEL D. WASSON (TEX. R. CIV. P. 37, 38, 39, 40, 97(f))
AND AMENDMENT OF THE PROVIDENCE TITLE COMPANY ALLEGATIONS**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant, Counter-Plaintiff, and Third-Party Plaintiff Jonathan Garcia (“Garcia”), pro se, files this Third-Party Petition against Noel D. Wasson, joining her as an additional party to his Counterclaims under Texas Rules of Civil Procedure 97(f), 37, 39, and 40, and, to the extent she is or may be liable for all or part of Plaintiffs’ claims against him, as a third-party defendant under Rule 38(a) — filed within thirty days after his Original Answer, Counterclaims, and Third-Party Petition of October 7, 2026, so that no leave of court is required. He also amends the allegations of that pleading concerning Providence Title Company as stated in Part IV. Garcia incorporates by reference his Original Answer, Counterclaims, and Third-Party Petition with its Exhibits 1–32, and his Verified Emergency Application to Preserve the Granbury Escrows with its Exhibits A–K.

I. PARTY AND SERVICE

1. Third-Party Defendant Noel D. Wasson is an individual residing in Texas, employed by Providence Title Company as “Team Leader/Escrow Officer,” and the escrow officer on Providence Title GF No. 13100025, the purchase of [REDACTED], Granbury, Hood County, Texas by Damac Investments, LLC from Granbury Reddy Land Partners. She may be served with citation at her place of business, Providence Title Company, 1700 City Plaza

Drive, Suite 375, [REDACTED] (telephone [REDACTED]), or wherever she may be found. Her business email is nwasson@protitltx.com. CITATION IS REQUESTED on this Third-Party Defendant at the address stated above; the issuance fee is tendered with this filing.

2. Ms. Wasson is sued in her individual capacity for her own conduct. An agent is personally liable for her own torts even when committed within the scope of her employment. *Miller v. Keyser*, 90 S.W.3d 712, 717 (Tex. 2002); *Leitch v. Hornsby*, 935 S.W.2d 114, 117 (Tex. 1996). Her employer, Providence Title Company, is already a third-party defendant and is vicariously liable for her conduct as stated in Part IV.

II. FACTS

3. The Granbury escrow. Since at least March 2025, Ms. Wasson has been the escrow officer on GF No. 13100025. On April 1, 2025, Sophia Filfil emailed Kevin Vader, Zachary Peters, and Ms. Wasson: “Please have your buyer Jonathan sign this asap.” (Exhibit 6.) The same day, Garcia signed the Commercial Contract Amendment for the buyer, “Damac Investments &/or Assigns,” as its “Member,” and the Texas Secretary of State accepted a Certificate of Amendment listing “Member: JONATHAN GARCIA.” (Exhibits 1, 5.) From that day forward Providence’s file identified Garcia as the buyer’s signing member, and Ms. Wasson never questioned his authority.

4. The December 15, 2025 deletion. On December 15, 2025, Ms. Filfil filed a Certificate of Amendment deleting Garcia as a member. No member of Damac signed it; it was signed by Ms. Filfil alone, who at the time was not a listed member, manager, or officer in the State’s record. (Exhibit 2.) Texas Business Organizations Code § 101.356(d) requires the approval of all members to amend the certificate of formation unless the company agreement provides otherwise, and § 101.105 requires the consent of all members to admit a new member. Three days later, on December 18, 2025, the seller’s broker was still sending Garcia the buyer’s documents to sign. (Application Exhibit K.)

5. Garcia’s notices. On September 18 and 21, 2026, Garcia gave Ms. Wasson written notice, with the Secretary of State filings attached, that he was a member of Damac; that the December 15, 2025 deletion was filed without any member’s signature and was void as to him; that Ms. Filfil had no authority to close, assign, or instruct on the escrow alone; and that

Providence should hold all funds and not close, fund, disburse, or accept any assignment pending resolution. (Application Exhibit H.)

6. Ms. Wasson's response. On September 21, 2026, Ms. Wasson replied in writing. She stated that she had "no documentation" that Garcia was a member of Damac — while in the same email attaching the State's filing "where you were added as a member in April 2025." She stated, as fact, that "Sophia Filfil is the managing member and operating officer of the company." No Secretary of State filing appoints her managing member or operating officer: the April 2025 filing listed Garcia as a member; the December 2025 filing — which Ms. Wasson also had and attached — bore no member's signature; and the March 5, 2026 franchise tax report calling her "Manager" is not a governing document and still lists as a member Nick Herman, who died May 30, 2025. (Exhibits 1–4.) Ms. Wasson refused to hold the file, refused to disclose whether any resale or assignment escrow existed, and stated that she would take instructions only from Ms. Filfil. (Exhibit 32; Application Exhibit C.)

7. Knowledge. By September 21, 2026, Ms. Wasson had in her own file both Secretary of State filings; Ms. Filfil's April 1, 2025 instruction identifying Garcia as "your buyer Jonathan"; Garcia's signature as Damac's Member on the contract amendment; and Garcia's written notice of the dispute with the filings attached. She also had, or had ready access to, the Authentisign records showing that the seller's broker continued to send Garcia the buyer's documents after December 15, 2025. With those documents in hand she chose to assert a fact that none of them supported, to treat Garcia as a stranger to the escrow he had signed, and to continue to act on the sole instruction of the person whose authority was disputed. On information and belief, Ms. Wasson communicated with Ms. Filfil, her counsel, or the brokers about Garcia's notices before responding, and was told what to say; Garcia will amend this paragraph to conform to Ms. Wasson's testimony and Providence's escrow file produced under subpoena.

8. The second escrow. On information and belief, Providence — through Ms. Wasson — also holds or has opened a resale or assignment escrow for the Granbury property under a different GF number, for a buyer Ms. Filfil described as a data-center purchaser at a price she described as "about 30 million," and Ms. Wasson concealed its existence from Garcia when he

asked. (Exhibits 26, 27.) Garcia will amend this paragraph to conform to Providence's production.

9. Injury. Ms. Wasson's conduct enabled Ms. Filfil to proceed toward closing and disbursing the Granbury proceeds on her sole instruction, forced Garcia to seek emergency relief in two courts, and exposed Garcia's membership interest in Damac and the Granbury proceeds to loss. Garcia has incurred costs and has been deprived of information and control to which a member of the buyer is entitled.

III. CAUSES OF ACTION AGAINST NOEL D. WASSON

Count W-1 — Breach of escrow agent's fiduciary duty. An escrow agent owes fiduciary duties to both parties to the escrow: the duty of loyalty, the duty to make full disclosure, and the duty to exercise a high degree of care to conserve the money placed in escrow and pay it only to those entitled to receive it. *Zimmerman v. First Am. Title Ins. Co.*, 790 S.W.2d 690, 695 (Tex. App.—Tyler 1990, writ denied); *Home Loan Corp. v. Tex. Am. Title Co.*, 191 S.W.3d 728, 731 (Tex. App.—Houston [14th Dist.] 2006, pet. denied). Garcia asserts this claim in his own right only, not on behalf of Damac. He personally signed the Commercial Contract Amendment for the buyer, was identified in Providence's own file as the buyer's signing member, and dealt with Ms. Wasson directly on GF No. 13100025. (Exhibits 5, 6.) By accepting his signature and dealing with him as a principal on the escrow, Ms. Wasson owed Garcia personally the escrow agent's duties of full disclosure and care; and once he gave written notice of his competing claim, the duty not to disburse on the instruction of one disputed claimant. She breached those duties by asserting a false state of the record to him, refusing him disclosure, and refusing to conserve the escrow after his notice. Garcia's injury is his own — the impairment of his personal membership interest and individual share of the Granbury proceeds, and the expenses he personally incurred; he seeks no recovery for injury suffered only by Damac.

Count W-2 — Knowing participation in breach of fiduciary duty. Ms. Filfil, as a member of Damac, owed Garcia fiduciary duties and breached them as pleaded in Count 4 of the Counterclaim. A third party who knowingly participates in the breach of a fiduciary duty becomes a joint tortfeasor with the fiduciary and is liable as such. *Kinzbach Tool Co. v. Corbett-Wallace Corp.*, 160 S.W.2d 509, 514 (Tex. 1942). With knowledge of the April 2025 admission,

the December 2025 deletion no member signed, and Garcia’s written notice, Ms. Wasson knowingly assisted Ms. Filfil in excluding Garcia from the escrow and in moving the Granbury proceeds toward disbursement on Ms. Filfil’s sole instruction. Ms. Wasson is jointly and severally liable with Ms. Filfil for the resulting injury.

Count W-3 — Negligent misrepresentation. In the course of her business, Ms. Wasson supplied false information for the guidance of Garcia — that Providence had “no documentation” he was a member and that “Sophia Filfil is the managing member and operating officer of the company” — without exercising reasonable care to ascertain its truth, when the documents in her own hands showed otherwise. Garcia justifiably relied on an escrow officer’s statement of the state of her file, to his pecuniary loss, including the cost of emergency proceedings made necessary by Providence’s refusal to hold. *Fed. Land Bank Ass’n of Tyler v. Sloane*, 825 S.W.2d 439, 442 (Tex. 1991).

Count W-4 — Fraud by nondisclosure (pleaded in the alternative, on information and belief). Where a party has a duty to disclose — including an escrow agent’s duty of full disclosure to the parties to the escrow — silence about a material fact is equivalent to a false representation. *Bradford v. Vento*, 48 S.W.3d 749, 755 (Tex. 2001). Ms. Wasson knew of, and deliberately did not disclose to Garcia, the existence of any resale or assignment escrow, the identity of the persons instructing on the Granbury file after December 15, 2025, and the fact that the December 2025 filing bore no member’s signature, intending that Garcia act without that knowledge. Garcia will conform this count to the evidence after Ms. Wasson’s testimony and Providence’s production, and withdraws it if the evidence does not support it.

Count W-5 — Civil conspiracy. Ms. Wasson is added as a participant in the conspiracy pleaded in Count 7 of the Counterclaim, with the object of excluding Garcia from Damac and from the Granbury proceeds, and the overt acts described in paragraphs 6–8 above. Each conspirator is jointly and severally liable for the acts of the others in furtherance of the conspiracy.

IV. AMENDMENT OF THE PROVIDENCE TITLE COMPANY ALLEGATIONS

10. Part I of Garcia’s Original Answer, Counterclaims, and Third-Party Petition stated that Providence Title Company “is joined solely as escrow agent and stakeholder ... Garcia seeks

no damages from Providence.” That sentence is withdrawn. Providence Title Company is liable, under the doctrine of respondeat superior, for the conduct of Ms. Wasson described above, committed within the course and scope of her employment as its escrow officer, and is jointly and severally liable with her on Counts W-1 through W-5. Garcia continues to seek the injunctive and stakeholder relief against Providence requested in his Verified Emergency Application to Preserve the Granbury Escrows.

V. CONDITIONS PRECEDENT, DAMAGES, AND RELIEF

11. All conditions precedent have been performed or have occurred. Garcia seeks actual damages; exemplary damages on Counts W-2 and W-4 upon proof of fraud or malice by clear and convincing evidence (Tex. Civ. Prac. & Rem. Code § 41.003); the disgorgement of any fee, commission, or compensation received by Ms. Wasson or Providence in connection with any Granbury escrow after September 21, 2026; a constructive trust over the Granbury proceeds to the extent of Garcia’s individual interest; pre- and post-judgment interest; costs; and all other relief to which he is entitled.

VI. JURY DEMAND

12. Garcia demands a jury and tenders the fee with this petition.

VII. PRAYER

Garcia asks that the Clerk issue citation to Third-Party Defendant Noel D. Wasson at the address stated in paragraph 1 (fee tendered); that on final hearing he have judgment against Noel D. Wasson and Providence Title Company, jointly and severally, for the damages and relief stated above; and for general relief.

Respectfully submitted,

/s/ Jonathan Garcia

JONATHAN GARCIA, pro se

[REDACTED]

Tel. [REDACTED]

Jon.garcia.a@gmail.com

DEFENDANT, COUNTER-PLAINTIFF, AND
THIRD-PARTY PLAINTIFF

CERTIFICATE OF SERVICE

I certify that on October 14, 2026, a true and correct copy of this Third-Party Petition was served on all counsel of record through the electronic filing manager under Rule 21a, including Connor J. Smith, Laura Crabtree, and Cherie Schade, Doré Rothberg Law, P.C., csmith@dorelaw.com, lcrabtree@dorelaw.com, cschade@dorelaw.com, and on Providence Title Company's counsel of record, if any. Noel D. Wasson will be served with citation.

/s/ Jonathan Garcia

Jonathan Garcia