

CAUSE NO. 202626563

DOMINGO M. MORERA; PHIL
KEESLING; SAI DWARAKA, LLC;
DAVID A. BIALIS, AS TRUSTEE OF
THE 2012 DAVID A. BIALIS
REVOCABLE TRUST; AND
CHRISTOPHER FIORE

Plaintiffs,

V.

NEXT RENEWABLE FUELS, INC.

Defendants.

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

151st JUDICIAL DISTRICT

PLAINTIFFS' TRADITIONAL MOTION FOR SUMMARY JUDGMENT

Plaintiffs Domingo M. Morera ("Morera"), Phil Keesling ("Keesling"), Sai Dwaraka, LLC ("Dwaraka"), David A. Bialis ("Bialis"), and Christopher Fiore ("Fiore") (collectively, "Plaintiffs") file this Traditional Motion for Summary Judgment against Defendant NEXT Renewable Fuels, Inc. ("NEXT" or "Defendant") and respectfully show as follows:

I.

SUMMARY OF THE ARGUMENT

Between May 3 and May 18, 2021, each Plaintiff entered into a Subscription Agreement and received a 12% Senior Secured Promissory Note (collectively, the "Loan Documents") from NEXT. Under the Notes, NEXT was obligated to repay each Plaintiff's principal balance plus all accrued interest upon the applicable maturity date. NEXT failed to make any payment due under any of the Notes. As of December 31, 2025, NEXT owes Plaintiffs a combined outstanding balance of at least \$972,783.00, plus interest that continues to accrue daily at the contractual rate of 12% per annum.

On January 9, 2026, Plaintiffs sent NEXT written Notices of Default and Reservation of Rights, declaring the entire unpaid principal and accrued interest immediately due and payable and demanding payment by January 19, 2026. NEXT failed and refused to pay.

The summary judgment evidence conclusively establishes every element of Plaintiffs' breach-of-contract claim: (1) valid and enforceable contracts exist between each Plaintiff and NEXT; (2) each Plaintiff performed by advancing the principal amounts set forth in the respective Subscription Agreements; (3) NEXT breached by failing to repay principal and interest when due; and (4) Plaintiffs have been damaged in the amounts owed under the Notes, plus continuing interest. Because there is no genuine issue of material fact, Plaintiffs are entitled to summary judgment as a matter of law on all claims.

II.

SUMMARY JUDGMENT EVIDENCE

In support of this Motion, Plaintiffs rely on the following summary judgment evidence:

Exhibit A: Unsworn Declaration of Gopal Garuda dated July 22, 2026, in Support of Plaintiffs' Traditional Motion for Summary Judgment

Exhibit A-1: Sai Dwaraka, LLC Subscription Agreement and Note

Exhibit A-2: Sai Dwaraka, LLC Notice of Default and Reservation of Rights

Exhibit B: Unsworn Declaration of Phil Keesling dated July 22, 2026, in Support of Plaintiffs' Traditional Motion for Summary Judgment

Exhibit B-1: Keesling Subscription Agreement and Note

Exhibit B-2: Keesling Notice of Default and Reservation of Rights

Exhibit C: Unsworn Declaration of David Bialis dated July 22, 2026, in Support of Plaintiffs' Traditional Motion for Summary Judgment

Exhibit C-1: Bialis Subscription Agreement and Note

Exhibit C-2: Bialis Notice of Default and Reservation of Rights

Exhibit D: Unsworn Declaration of Christopher Fiore dated July 22, 2026, in Support of Plaintiffs' Traditional Motion for Summary Judgment

Exhibit D-1: Fiore Subscription Agreement and Note
Exhibit D-2: Fiore Notice of Default and Reservation of Rights
Exhibit E: Unsworn Declaration of Domingo Morera dated July 22, 2026, in Support of Plaintiffs' Traditional Motion for Summary Judgment
Exhibit E-1: NEXT Renewable Fuels, Inc. Note Payable Confirmation (Morera)
Exhibit E-2: Morera Notice of Default and Reservation of Rights

III.

UNDISPUTED FACTUAL BACKGROUND

A. The Parties

Plaintiffs are the holders of five separate 12% Senior Secured Promissory Notes issued by Defendant NEXT Renewable Fuels, Inc. Morera is an individual California resident. Keesling is an individual California resident. Sai Dwaraka, LLC is a Nevada limited liability company. Bialis is an individual California resident. Fiore is an individual Florida resident. Ex. A ¶ 3; Ex. B ¶ 3; Ex. C ¶ 3; Ex. D ¶ 3; Ex. E ¶ 3.

NEXT is a corporation organized under the laws of the State of Delaware, with its principal place of business in Harris County, Texas. Ex. A ¶ 4.

B. The Loan Documents

Between May 3 and May 18, 2021, each Plaintiff entered into a Subscription Agreement with NEXT in connection with the issuance of a 12% Senior Secured Promissory Note. Each Note was issued by NEXT and payable to the respective Plaintiff. The key terms of each Plaintiff's Loan Documents are as follows:

Keesling: On or about May 3, 2021, NEXT and Keesling entered into a Subscription Agreement (the "Keesling Subscription Agreement") in connection with a 12% Senior Secured Promissory Note with an original maturity date of May 3, 2022, as subsequently amended (the "Keesling Note"), in the original principal amount of \$75,000.00. Ex. B ¶ 4; Ex. B-1.

Sai Dwaraka, LLC: On or about May 11, 2021, NEXT and Dwaraka entered into a Subscription Agreement (the “Dwaraka Subscription Agreement”) in connection with a 12% Senior Secured Promissory Note with an original maturity date of May 11, 2022, as subsequently amended (the “Dwaraka Note”), in the original principal amount of \$50,000.00. Ex. A ¶ 5; Ex. A-1.

Bialis: On or about May 18, 2021, NEXT and Bialis entered into a Subscription Agreement (the “Bialis Subscription Agreement”) in connection with a 12% Senior Secured Promissory Note with an original maturity date of May 18, 2022, as subsequently amended (the “Bialis Note”), in the original principal amount of \$50,000.00. Ex. C ¶ 4; Ex. C-1.

Fiore: On or about May 10, 2021, NEXT and Fiore entered into a Subscription Agreement (the “Fiore Subscription Agreement”) in connection with a 12% Senior Secured Promissory Note with an original maturity date of May 10, 2022, as subsequently amended (the “Fiore Note”), in the original principal amount of \$400,000.00. Ex. D ¶ 4; Ex. D-1.

Morera: Consistent with the other Plaintiffs’ Loan Documents described above, on or about May 17, 2021, NEXT and Morera entered into a Subscription Agreement (the “Morera Subscription Agreement”) in connection with a 12% Senior Secured Promissory Note with a maturity date of May 17, 2022 (the “Morera Note”), in the original principal amount of \$50,000.00. NEXT itself confirmed the existence and material terms of the Morera Note in a Note Payable Confirmation dated June 1, 2022, prepared by NEXT’s Chief Financial Officer in connection with NEXT’s audit by Marcum LLP, Accountants & Advisors, which states that NEXT incurred a \$50,000.00 debt to Morera on May 17, 2021, bearing interest at 12% per annum, with an original

maturity date of May 17, 2022 and accrued but unpaid interest of \$3,733.00 as of December 31, 2021. Ex. E ¶ 4; Ex. E-1.

The Keesling Loan Documents, the Dwaraka Loan Documents, the Bialis Loan Documents, the Fiore Loan Documents, and the Morera Loan Documents are collectively referred to herein as the “Loan Documents.”

C. NEXT’s Payment Obligations Under the Notes

Pursuant to Section 1 of each respective Note, NEXT was obligated to pay each Plaintiff the principal balance plus all accrued and unpaid interest following the Note’s maturity date. Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1. As to Morera, NEXT’s own Note Payable Confirmation likewise reflects that the Morera Note called for repayment of principal and accrued interest at maturity, consistent with the other Plaintiffs’ Notes. Ex. E-1.

D. NEXT’s Default

NEXT has failed to make the required payments to any of the Plaintiffs under their respective Notes.

With respect to Keesling, on December 31, 2024, NEXT failed to make its payment due and payable under the Keesling Note, as amended. As of December 31, 2025, NEXT owes Keesling an outstanding balance of \$116,700.00, and interest continues to accrue. Ex. B ¶ 5; Ex. B-2.

With respect to Dwaraka, on December 31, 2024, NEXT failed to make its payment due and payable under the Dwaraka Note, as amended. As of December 31, 2025, NEXT owes Dwaraka an outstanding balance of \$77,833.00, and interest continues to accrue. Ex. A ¶ 6; Ex. A-2.

With respect to Bialis, on December 31, 2025, NEXT failed to make its payment due and payable under the Bialis Note, as amended. As of December 31, 2025, NEXT owes Bialis an outstanding balance of \$77,717.00, and interest continues to accrue. Ex. C ¶ 5; Ex. C-2.

With respect to Fiore, on December 31, 2024, NEXT failed to make its payment due and payable under the Fiore Note, as amended. As of December 31, 2025, NEXT owes Fiore an outstanding balance of \$622,800.00, and interest continues to accrue. Ex. D ¶ 5; Ex. D-2.

With respect to Morera, on May 17, 2022, NEXT failed to make its payment due and payable under the Morera Note. As of December 31, 2025, NEXT owes Morera an outstanding balance of \$77,733.00, and interest continues to accrue at the contractual rate. Ex. E ¶ 5; Ex. E-2.

Pursuant to Section 3(a) of each respective Note, NEXT's failure to make a payment due under the Note within ten (10) business days after the due date of such payment constitutes an Event of Default. Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1. Because the Morera Note was issued on the same form and terms as the other Plaintiffs' Notes, as confirmed by NEXT's own Note Payable Confirmation, the same Event of Default provision governs the Morera Note. Ex. E-1.

Pursuant to Section 4 of each respective Note, upon the occurrence of an Event of Default under Section 3(a), each Plaintiff is entitled to declare the entire unpaid principal of the applicable Note, along with all accrued and unpaid interest thereon, at once due and payable. Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1. The same acceleration right applies to the Morera Note by virtue of its identical form and terms, as confirmed in Ex. E-1.

E. Plaintiffs' Notices of Default and Demand for Payment

On January 9, 2026, Plaintiffs, through their undersigned counsel, sent NEXT written Notices of Default and Reservation of Rights, declaring the entire unpaid principal and all accrued and unpaid interest immediately due and payable and demanding payment of all outstanding

balances by January 19, 2026. Ex. A ¶ 7; Ex. B ¶ 6; Ex. C ¶ 6; Ex. D ¶ 6; Ex. E ¶ 6; Ex. A-2; Ex. B-2; Ex. C-2; Ex. D-2; Ex. E-2.

NEXT has failed and refused to pay the amounts demanded, and such amounts remain due and owing. Ex. A ¶ 8; Ex. B ¶ 7; Ex. C ¶ 7; Ex. D ¶ 7; Ex. E ¶ 7. As of December 31, 2025, the total outstanding balance owed to Plaintiffs is at least \$972,783.00, plus interest continuing to accrue through the date of judgment. Ex. A ¶ 6; Ex. B ¶ 5; Ex. C ¶ 5; Ex. D ¶ 5; Ex. E ¶ 5.

IV.

TRADITIONAL SUMMARY JUDGMENT STANDARD

Traditional summary judgment is proper when the movant establishes that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law. *See Nixon v. Mr. Prop. Mgmt. Co.*, 690 S.W.2d 546, 548-49 (Tex. 1985); TEX. R. CIV. P. 166a(c). In reviewing a motion for summary judgment, the Court must accept as true the well-pleaded material facts alleged in the pleadings and all reasonable inferences that can be drawn therefrom. *See Gross v. Davies*, 882 S.W.2d 452, 454 (Tex. App.—Houston [1st Dist.] 1994, writ denied).

“When a movant meets that burden of establishing each element of the claim or defense on which it seeks summary judgment, the burden then shifts to the non-movant to disprove or raise an issue of fact as to at least one of those elements.” *Amedisys, Inc. v. Kingwood Home Health Care, LLC*, 437 S.W.3d 507, 511 (Tex. 2014). Evidence that “raises only a mere suspicion or surmise of a fact in issue” is insufficient to defeat summary judgment. *Selz v. Friendly Chevrolet, Ltd.*, 152 S.W.3d 833, 837 (Tex. App.—Dallas 2005, no pet.) (citation omitted).

V.

ARGUMENT

A. Plaintiffs Have Conclusively Established Their Breach-of-Contract Claim.

To prevail on a breach-of-contract claim, a plaintiff must establish: (1) the existence of a valid contract; (2) the plaintiff performed or tendered performance as the contract required; (3) the defendant breached the contract by failing to perform or tender performance as the contract required; and (4) the plaintiff sustained damages as a result of the breach.” *USAA Tex. Lloyds Co. v. Menchaca*, 545 S.W.3d 479, 501 n.21 (Tex. 2018). Here, the undisputed summary judgment evidence conclusively establishes each element.

1. *Existence of a Valid Contract.*

Each Plaintiff and NEXT entered into a Subscription Agreement and a 12% Senior Secured Promissory Note—valid and enforceable contracts that set forth each party’s obligations. Ex. A ¶ 5; Ex. B ¶ 4; Ex. C ¶ 4; Ex. D ¶ 4; Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1. As to Morera, the existence of these same contractual obligations is independently established by NEXT’s own Note Payable Confirmation, in which NEXT acknowledged the Morera Note and its material terms. Ex. E-1. The Notes are clear and unambiguous instruments obligating NEXT to pay each Plaintiff the principal balance plus accrued interest. *See Edwards v. Lone Star Gas Co.*, 782 S.W.2d 840, 841 (Tex. 1990) (holding the construction of an unambiguous contract is a question of law for the Court).

2. *Plaintiffs’ Performance.*

Each Plaintiff performed under the Loan Documents by advancing the principal amounts set forth in their respective Subscription Agreements—\$75,000.00 (Keesling), \$50,000.00 (Dwaraka), \$50,000.00 (Bialis), \$400,000.00 (Fiore), and \$50,000.00 (Morera)—to NEXT. Ex. A ¶ 5; Ex. B ¶ 4; Ex. C ¶ 4; Ex. D ¶ 4; Ex. E ¶ 4; Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1; Ex. E-1. NEXT

accepted these funds and issued the corresponding Notes. All conditions precedent to Plaintiffs' claims for relief have been performed, have occurred, or have been waived.

3. NEXT's Breach.

NEXT breached the Loan Documents by failing to pay each Plaintiff the amounts due under their respective Notes when such amounts became due. Specifically, NEXT failed to pay Keesling, Dwaraka, Bialis, and Fiore under their respective Notes, as amended, and failed to pay Morera on May 17, 2022. Ex. A ¶ 6; Ex. B ¶ 5; Ex. C ¶ 5; Ex. D ¶ 5; Ex. E ¶ 5; Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1. Under Section 3(a) of each Note, NEXT's failure to make any payment due within ten (10) business days after the due date constitutes an Event of Default. Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1. Despite Plaintiffs' January 9, 2026 Notices of Default demanding payment by January 19, 2026, NEXT has failed and refused to pay any amount. Ex. A ¶¶ 7–8; Ex. B ¶¶ 6–7; Ex. C ¶¶ 6–7; Ex. D ¶¶ 6–7; Ex. E ¶¶ 6–7.

4. Damages.

As a direct and proximate result of NEXT's breach, Plaintiffs have been damaged in at least the following amounts as of December 31, 2025:

Keesling: \$116,700.00, plus interest continuing to accrue;

Dwaraka: \$77,833.00, plus interest continuing to accrue;

Bialis: \$77,717.00, plus interest continuing to accrue;

Fiore: \$622,800.00, plus interest continuing to accrue;

Morera: \$77,733.00, plus interest continuing to accrue.

The total outstanding balance owed to Plaintiffs is at least \$972,783.00, plus interest accruing at the contractual rate of 12% per annum through the date of judgment. Ex. A ¶ 6; Ex. B ¶ 5; Ex. C ¶ 5; Ex. D ¶ 5; Ex. E ¶ 5.

B. The Loan Documents Are Unambiguous and Should Be Enforced as Written.

The construction of an unambiguous contract is a question of law for the Court. *Edwards*, 782 S.W.2d at 841. If a contract is worded in a way that can be given a certain or definite legal meaning or interpretation, then it is not ambiguous, and the Court will construe the contract as a matter of law. *Jacobsen v. DP Partners Ltd. P'ship*, 245 S.W.3d 102, 106 (Tex. App.—Dallas 2008, no pet.). When interpreting an unambiguous contract, the “parties’ intent must be taken from the agreement itself and the agreement must be enforced as written.” *Id.* (citing *Wells Fargo Bank, Minnesota, N.A. v. North Cent. Plaza I, L.L.P.*, 194 S.W.3d 723, 726 (Tex. App.—Dallas 2006, pet. denied)).

The Notes here are clear and unambiguous. Section 1 of each Note obligates NEXT to pay the respective Plaintiff the principal balance plus all accrued and unpaid interest following the Note’s maturity date. Section 3(a) provides that NEXT’s failure to make any payment due under the Note within ten (10) business days after the due date constitutes an Event of Default. Section 4 provides that upon an Event of Default under Section 3(a), the holder may declare the entire unpaid principal and all accrued but unpaid interest at once due and payable. These provisions are unambiguous, and their plain language establishes NEXT’s breach and Plaintiffs’ right to recover the full outstanding amounts. Ex. A-1; Ex. B-1; Ex. C-1; Ex. D-1. As to Morera, these same provisions govern the materially identical Morera Note, the terms of which are corroborated by NEXT’s own Note Payable Confirmation. Ex. E-1.

D. Plaintiffs Are Entitled to Attorneys’ Fees.

Plaintiffs seek recovery of their reasonable and necessary attorneys’ fees pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code. TEX. CIV. PRAC. & REM. CODE § 38.001. A party may recover reasonable attorneys’ fees from an individual or corporation if the claim is for an oral or written contract. *Id.* at (b)(8) Plaintiffs’ claims arise from written contracts—

the Loan Documents—and Plaintiffs presented their claims to NEXT on January 9, 2026, and NEXT failed to tender payment within 30 days. Plaintiffs’ attorneys’ fees will be proved by a separate declaration to be filed prior to or at the hearing on this Motion.

VI.

CONCLUSION AND PRAYER

The undisputed summary judgment evidence conclusively establishes that NEXT breached the Loan Documents by failing to pay Plaintiffs the amounts due under their respective Notes. There is no genuine issue of material fact. Plaintiffs respectfully request that the Court grant this Traditional Motion for Summary Judgment and enter judgment in Plaintiffs’ favor as follows:

- a. Actual damages in the aggregate amount of no less than \$972,783.00, representing the outstanding balances owed under the respective Loan Documents as of December 31, 2025, plus all additional interest accruing at the contractual rate of 12% per annum through the date of judgment;
- b. Pre-judgment and post-judgment interest at the highest permitted rate;
- c. Reasonable and necessary attorneys’ fees incurred in connection with this action;
- d. All costs of court; and
- e. Such other and further relief, at law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was served upon all counsel of record pursuant to the TEXAS RULES OF CIVIL PROCEDURE, via e-filing electronic service, on this 23rd day of July, 2026.

/s/ Greg C. Noschese

Greg C. Noschese

Automated Certificate of eService

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