

**CAUSE NO. 2022-67980**

**BELLUM CIVILE, LLC**

**PLAINTIFF,**

**v.**

**BLACK STONE INVESTMENT  
GROUP, LLC and ANN BANDA**

**DEFENDANT.**

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**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

**281<sup>st</sup> JUDICIAL DISTRICT**

**PLAINTIFF'S FIRST SUPPLEMENTAL PETITION AGAINST DEFENDANTS  
BLACKSTONE INVESTMENT GROUP, LLC and ANN BANDA**

TO THE HONORABLE COURT:

COMES NOW, Bellum Civile, LLC (“Plaintiff” or “Bellum:?”), complaining of Defendants Black Stone Investment Group, LLC (“Black Stone”) and Ann Banda (“Banda”) and for cause of action would respectfully show unto this Honorable Court as follows:

Co-Defendant Black Stone Investment Group, LLC failed to repay a promissory note in which the Plaintiff is the assignee of same. Black Stone knew that the lender could bring foreclosure proceedings and/or sue on the promissory note to obtain a judgment against it.

On or about January 3, 2022, Defendant Black Stone deeded the subject property/collateral to Co-Defendant Banda in her individual name as her sole property. Defendant Black Stone executed a deed of trust that specifically prohibits an unauthorized

transfer of the collateral.

The Defendants' unauthorized and fraudulent action is reflected in an executed deed of trust filed with the Harris County real property records under file no. RP-2022-1452.

Indeed, this transfer was never authorized nor agreed upon by the creditor. Defendant Black Stone transferred the collateral to Co-Defendant Ann Banda to frustrate, hinder, and encumber the property from any enforcement to collect. Defendants' intent to hinder and frustrate any enforcement of Plaintiff's creditor's rights is evident by the fact that Defendant Banda did not pay any monetary consideration for the property and Defendant Banda has fraudulently designated the property as her homestead when she is a resident of Orlando, Florida and not Harris County, Texas.

Defendants conspired to effectuate this fraudulent transfer to needlessly encumber the property and to hinder and eliminate Plaintiff's right to exercise a nonjudicial foreclosure.

Also, Black Stone fraudulently transferred the properties to its managing member, Co-Defendant Ann Banda, in order to make itself insolvent and uncollectable from an inevitable judgment against it.

Defendants conspired with each other to harm Plaintiff and has caused it damages within the jurisdictional limits of this Court.

Defendants are also is liable to Plaintiff for its damages in violation of Tex. Bus. &

Com. Code 24.005<sup>1</sup> and 24.006<sup>2</sup>.

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<sup>1</sup> Sec. 24.005. TRANSFERS FRAUDULENT AS TO PRESENT AND FUTURE CREDITORS.

(a) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or within a reasonable time after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

- (1) with actual intent to hinder, delay, or defraud any creditor of the debtor; or
- (2) without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(A) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(B) intended to incur, or believed or reasonably should have believed that the debtor would incur, debts beyond the debtor's ability to pay as they became due.

(b) In determining actual intent under Subsection (a)(1) of this section, consideration may be given, among other factors, to whether:

- (1) the transfer or obligation was to an insider;
- (2) the debtor retained possession or control of the property transferred after the transfer;
- (3) the transfer or obligation was concealed;
- (4) before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
- (5) the transfer was of substantially all the debtor's assets;
- (6) the debtor absconded;
- (7) the debtor removed or concealed assets;
- (8) the value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
- (9) the debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
- (10) the transfer occurred shortly before or shortly after a substantial debt was incurred; and
- (11) the debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

<sup>2</sup> Sec. 24.006. TRANSFERS FRAUDULENT AS TO PRESENT CREDITORS.

(a) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

(b) A transfer made by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made if the transfer was made to an insider for an antecedent debt, the debtor was insolvent at that time, and the insider had reasonable cause to believe that the debtor was insolvent.

In addition to any common law remedies, Plaintiff is also seeking all available remedies pursuant to Tex. Bus. Com. Code 24.008, including but not limited to (1) avoidance of the transfer or obligation to the extent necessary to satisfy the creditor's claim;(2) an attachment or other provisional remedy against the asset transferred or other property of the transferee in accordance with the applicable Texas Rules of Civil Procedure and the Civil Practice and Remedies Code relating to ancillary proceedings; or(3) subject to applicable principles of equity and in accordance with applicable rules of civil procedure:(A) an injunction against further disposition by the debtor or a transferee, or both, of the asset transferred or of other property;(B) appointment of a receiver to take charge of the asset transferred or of other property of the transferee; or (C) any other relief the circumstances may require.

Plaintiff is also seeking exemplary damages against the Defendants because their conduct is fraudulent and done with malice and an intent to harm Plaintiff.

WHEREFORE, Plaintiff prays judgment and relief against the Defendants as follows:

- a. Plaintiff be awarded his damages plus prejudgment interest as provided by law;
- b. Plaintiff be awarded costs of suit;
- c. Plaintiff be reasonable attorney's fees;
- d. Plaintiff be awarded postjudgment interest;
- e. Plaintiff be awarded exemplary damages; and

f. Plaintiff be awarded such other and further relief to which it may be justly entitled.

Respectfully submitted,



By: \_\_\_\_\_

**CYNTHIA CASTANON**

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**COUNSEL FOR PLAINTIFF BELLUM CIVILE, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 24<sup>th</sup> day of January 2023, a true and correct copy of the foregoing document has been served via electronic mail and/or by United States Mail, postage pre-paid, to the parties and/or counsel identified below.

Teri Walter  
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Via E-File



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**CYNTHIA CASTANON**

### Automated Certificate of eService

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Cynthia Castanon on behalf of Cynthia Castanon  
Bar No. 24093492  
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Status as of 1/25/2023 9:04 AM CST

#### Case Contacts

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