

**FILED** P.13

Marilyn Burgess  
District Clerk

SEP 25 2023

CAUSE NO. 2021-02915

Time: \_\_\_\_\_  
By: Mills Deputy  
Harris County, Texas  
09-25-23

**NICIA VITORINO**  
Plaintiff,

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IN THE DISTRICT COURT

VS.

**RAMESH KAPUR INDIVIDUALLY**  
**D/B/A AIC MANAGEMENT COMPANY, FORT**  
**BEND MDS, LLC, RK PARIVAR HOLDING,**  
**PLLC, BLUETEX MANAGEMENT SOLUTIONS,**  
**INC, AND JERRY SCHUTZA**  
Defendants

334<sup>TH</sup> JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

**FIRST AMENDED MOTION FOR RECONSIDERATION OF ORDER GRANTING A NEW TRIAL FOR FRAUD ON THE COURT**

NOW COMES, Nicia Vitorino, Pro Se, asking this honorable court to reconsider its order of August 25, 2023, which granted defendant Ramesh Kapur d/b/a AIC Management Company a new trial based on the defendant's claims that were a fraud on the court and granted the disbursement to Anna Clement Sewart of Barry & Sewart, PLLC. \$18,365.09 of the funds in the Court Registry. The plaintiff additionally is herein complaining against defendant Ramesh Kapur and attorney David Barry of Barry & Sewart, PLLC. In consideration of the plaintiff's motion, I aver the following:

**FACTS**

**I- PROPERTY DESCRIPTION**

1) The property originator of the \$40,000.00 Excess Proceeds funds subject of this Intervention by defendant Ramesh Kapur is located at 11917 Bob White Dr, #14, Houston, TX 77035. It is alternatively referred to as "Tempo", "Tempo Townhomes", and "Bob White".

**RECORDER'S MEMORANDUM**  
This instrument is of poor quality  
at the time of imaging

**II- RAMESH KAPUR'S STATEMENT IN HIS PETITION IN INTERVENTION THAT HE SOLD THE PROPERTY TO ME FOR \$50,000.00 IS ENTIRELY FALSE.**

- 1) As evidenced in the property's WARRANTY DEED WITH VENDOR'S LIEN and DEED OF TRUST, the property was transferred to me, under my previous married name, Nicia Calledare, from Grantor Abdul Zaveri and it was paid with a loan in the amount of \$12,000.00 from Aldens Acquisitions, LLC (Aldens), **(EXHIBIT A)**.
- 2) The property was given to me as compensation from Ramesh Kapur (Kapur), not sold.
- 3) Kapur owned the property under Abdul Zaveri's name. Kapur executed the transfer of the property to me from Abdul Zaveri.
- 4) Then, Kapur demanded that I signed a Deed of Trust accepting the \$12,000 loan from Aldens Acquisitions, LLC (Aldens) owned by his friend Mr. Mahendra Pandula (Pandula). Kapur kept the check from the loan.
- 5) The property was deeded to me in "as is" condition requiring repairs and approximate \$10,000.00 debt in HOA unpaid fees. As agreed, I rehabilitated the property, leased it, and started negotiations with the HOA's management company, Randall Management, on the HOA debt, **(EXHIBIT B)**.

**II(i) - COMPENSATION BACKGROUND FACTS**

- 1) As detailed in my PLAINTIFF'S ORIGINAL PETITION, TEMPORARY RESTRAINING ORDER, TEMPORARY AND PERMANENT INJUNCTION (PLAINTIFF'S ORIGINAL PETITION) filed in this court on January 18, 2021, Kapur, who I did not know, knocked on my door and introduced himself as my neighbor. During that time, I was going through a very challenging period with the death of a family member and a difficult divorce. Kapur took advantage of my vulnerable state to first persuade and pressure me to work for him not accepting a 'no' as an answer; then immediately after, Kapur harassed, manipulated, and coerced me into a personal relationship, and he moved in my home.
- 2) After approximately two years of being paid irregular and below federal mandated minimum wages; Kapur's unwillingness to contribute to living expenses at home; and repeated breached agreements, I

gave Kapur an ultimatum. I demanded fair and regular wages, properties in my name as agreed, and contribution to living expenses at home, or else, I would quit working for him, and have him move out of my home. Kapur then offered the Tempo property to me as initial supplementation to my wages and compensation.

3) In a message dated February 18, 2023, Kapur states that he gave the Tempo property "free" to me among other things on the list. Kapur refers to the property as "Tempo Townhomes" in paragraph thirteen (13) of his AMENDED PETITION IN INTERVENTION filed in this court on September 16, 2023, (EXHIBIT C).

### **III- FORECLOSURE AND AUCTION SALE OF THE PROPERTY**

1) I was never presented with the loan documents nor the \$12,000 check from Aldens Acquisitions; Kapur had kept them. I contacted Pandula on March 1, 2016, to inquire about the loan terms and the funds issued in my name; however, I never received any information, (EXHIBIT D).

2) I did not receive any foreclosure notices.

3) The property was foreclosed in my name falsely and sold at a Trustee's sale on June 2, 2020, by trustee Jerry Schutza (Schutza) on behalf of Aldens.

4) Schutza failed to respond to my demands for the excess proceeds funds, (EXHIBIT E)

### **IV- KAPUR'S STATEMENT THAT I AGREED TO GIVE THE \$40,000.00 EXCESS PROCEEDS FUNDS TO HIM, NONSUIT, PLUS GIVE HIM \$50,000.00 IN EXCHANGE FOR ONLY TWO PROPERTIES BOUGHT AT AUCTIONS IS ENTIRELY FALSE.**

#### **IV(I) – The Agreement:**

1) On February 21, 2021, Mr. Humayun Jon Durrani (Durrani), a mutual friend who was working diligently mediating a settlement between Kapur and I, emailed me and delivered a copy in my home, a CONFIDENTIAL SETTLEMENT, RELEASE, ASSIGNMENT, AND INDEMNITY AGREEMENT(Agreement) from Kapur prepared by his attorney, Kapur's son, Anuj Kapur, (EXHIBIT F).

2) On page two (2), section II titled AGREEMENT, under paragraph one (1), sub-paragraph (e) in the said Agreement in EXHIBIT F, it is stated that the \$40,000.00 deposited in the Court Registry is to be for my sole benefit.

3) Thus, Kapur's statement that I agreed to practically pay him to nonsuit him by giving \$40,000.00 excess proceeds plus \$50,000.00 is entirely false.

**V- DISQUALIFICATION OF PLAINTIFF'S ATTORNEY BY KAPUR TO COERCE PLAINTIFF INTO NONSUITING.**

1) I forwarded the Agreement to Steven Engelhardt (Engelhardt), the attorney representing me on contingency fees, (EXHIBIT G).

2) Kapur had previously sued Engelhardt, who had represented Kapur in one of his innumerable lawsuits, under claim of legal malpractice. Engelhardt had fail to disclose to me the possibility of being disqualified by Kapur.

3) On April 16, 2021, while Englehart negotiated the Agreement with Anuj Kapur; Kapur (Defendant) filed a MOTION TO DISQUALIFY STEVEN ENGELHARDT. Facing disqualification, Engelhardt was forced to withdraw.

4) As intimidation and adding insult to injury, Kapur forwarded to me an email from one of his attorneys, Kathleen H. Boll, sent to him and to Anuj Kapur about Engelhardt's disqualification, (EXHIBIT H).

5) Shortly after having Engelhardt disqualified, Kapur brought to my home a NOTICE OF PARTIAL NON-SUIT WITH PREJUDICE demanding that I signed it and, that in exchange he would enter into an agreement with me. Frantically, creating confusion and pressure, Kapur also coerced me stating that if I didn't sign the nonsuit right then that he would have to immediately proceed to his attorney's office to pay additional legal fees of \$40,000.00 being demanded by his attorney to proceed with his defense, (Anuj Kapur was no longer representing his father). Kapur further threatened that if I did not sign the nonsuit, he and his attorneys would tear me apart in court, and that I would not get a single penny from him.

6) Realizing that I was completely vulnerable without an attorney; broke financially and emotionally; mentally exhausted; my home under foreclosure caused by Kapur; without transportation as Kapur was in

possession of my car, and the just then diagnosis cancer of my five-year-old grandson, Kapur insisted that I had no choice but to sign the nonsuit.

7) In response to my opposition, Kapur then stated that if I signed the nonsuit document, that he would give the \$40,000.00 attorney's fees to me as part of a settlement that he would agree to. Then, I demanded that Kapur agree with and sign the CONFIDENTIAL SETTLEMENT, RELEASE, ASSIGNMENT AND INDEMNITY AGREEMENT (Agreement) sent previously, with modifications as stated in the email sent to Engelhardt in EXHIBIT G.

8) Additionally, I demanded a check for \$50,000.00 towards the settlement as a down payment; very angrily, Kapur agreed. Insulting me with profanities name calling, Kapur stated that he had told me that I would not see a penny from him. Kapur then issued a \$35,000.00 predate check for May 28, 2021, made to my son, William Caledare (William), who Kapur had always proclaimed as a son to him, (EXHIBIT I).

9) Kapur continued to pressure me to sign the nonsuit while he wrote the \$35,000.00 check. I signed the nonsuit document as Kapur told me. When questioned, Kapur stated that the remaining \$15,000.00 was being held by Durrani and that it would be delivered to me.

10) Kapur then hurriedly left stating that he would come back to sign the Agreement soon after firing his attorney, but Kapur never came back to sign the Agreement as promised.

11) Later, Kapur called me on the phone calling me more profanities, and said that my five-year-old grandson's cancer was his curse on me and on my family, and proceeded to remind me of his words and curses as in his manipulative intimidating messages. To inflict fear, Kapur claims to have special powers and powerful curses (EXHIBIT J).

12) Kapur proceeded to use profane name calling and stated that he was not going to sign the Agreement, and for me to go to hell, and that he had warned me that if I sued him that I would not see a penny from him.

13) On June 3, 2021, Kapur's \$35,000.00 predated check for May 28, 2021, to William was deposited in William's Capital One bank account.

14) On June 7, 2021, Kapur's \$35,000.00 check to William bounced. Capital One Bank declared William "high Risk" and that the bank would not do business with William ever again, and closed William's account (EXHIBIT K).

15) Kapur failed to anticipate the need of an Affidavit from me to file together with the nonsuit document. Consequently, Kapur contacted me stating that he needed me to sign an affidavit among other documents. I instructed Kapur to email the documents for my analyses. Kapur emailed only the document titled AFFIDAVIT OF NICIA VITORINO (EXHIBIT L).

16) I took the opportunity to get Kapur to comply with at least part of the Agreement. I edited the affidavit sent by Kapur removing from paragraph five (5) the false statement, "...as all these matters in the controversy have been resolved" among other corrections. On or about August 2, 2021, Kapur called me on the phone at about 7:00 P.M. while I was preparing dinner for my family, pressuring me to meet with him right then to sign the affidavit. Coerced and under tremendous pressure, I met with Kapur at a CVS drugstore at the corner street by my home to have the Affidavit notarized by a notary over the phone arranged by Kapur. Kapur had me sign other documents but did not give me time to read them claiming it was late past the notary hours. Kapur tricked me again; up to present, Kapur has not honored the full Agreement in exchange for nonsuiting.

#### **VI- INTERVENOR'S ADMISSION OF FUNDS TO BE RELEASED TO NICIA VITORINO AND EVIDENCE OF CONSPIRACY TO DEFRAUD.**

1) Kapur states in paragraph thirteen (13) of his AMENDED PETITION IN INTERVENTION filed in this court on September 18, 2023, that "unfortunately" the excess proceeds funds were "on hold in a trust account by Jerry Schutza". Contradictorily, Kapur states in paragraph fourteen (14) that, "Despite various conference calls and hours of time spent by Jerry Schutza, the funds were not released by Intervenor, Alden's Acquisitions, to the Defendant, Nicia Vitorino".

- 2) I had repeatedly requested the release of the excess proceeds from Schutzta, **(EXHIBIT E)**.
- 3) Kapur and Schutzta conspired to defraud me of the excess proceeds funds.
- 4) Of the total \$46,000.00 excess proceeds funds generated from the foreclosure sale, Schutzta finally deposited only \$40,000.00 in the Court Registry and only after being sued.

#### **VII- ADDITIONAL DENIAL**

- 1) I am not aware of an Affidavit by me claiming no interest in the property as Kapur states.

#### **VIII- VEXATIOUS LAWSUITS AS VENDETTA AND EVIDENCE OF FRAUD ON COURTS**

- 1) Kapur threatened, that if I sued him, he would take revenge on me by taking me to court on any chance he got and make my life miserable; and that to teach me a lesson he would pay the best attorneys to make sure that I would not get or keep a penny from him. Kapur is presently fulfilling his threat by vexatiously and, using the same deceptive and fraudulent tactics on the courts as in this instant case, suing William, an innocent already injured bystander, and me as evidenced in the following paragraphs.

#### **VIII(i) - COURT OF APPEALS CASE No. 01-23-00509-CV:**

- 2) Kapur is appealing a Writ of Re-Entry case against William after two (2) previous Courts' ruling against Kapur. Kapur have been fraudulently attempting to gain possession of a property belonging to me deeded to William by Kapur.
- 3) On March 15, 2023, in a court hearing of the referenced case, Kapur deceitfully used the Honorable Judge's African American ethnicity in a deceptive attempt to gain advantage. Kapur's false and deceitful first statement to Honorable Judge Lucia Bates, Harris County Justice of the Peace in Precinct 3, was: "I gave this property to this woman, but she said she didn't want it because there were too many blacks there". Kapur's manipulations, lies, and fabricated exhibits turned against him as the Judge ruled against him. Kapur committed perjury and fraud on the court attempting to influence the Judge's ruling against me. Hypocritically, Kapur himself is an avid prejudiced racist who insistently refer to African Americans, among other groups, with punishable slurs and disrespect. In respect, such offensive statement is being omitted as exhibit; it will be provided upon request.

4) In this same referenced case, Kapur with deliberate intention to mislead the court and to cause harm, provided the First Court of Appeals with only a wrong address for the defendant, William Caledare, to be served. Self-incriminating, the address to serve the defendant provided by Kapur is the address of the same property Kapur is fraudulently attempting to prove he was occupying in his petitions for Writ of Re-Entry. **(EXHIBITS M).**

5) Kapur threatened, blackmailed, and attempted to coerce Rejeana Maldonado, the tenant of the property subject of Kapur's Writ of Re-Entry case, to commit perjury in his favor, **(EXHIBIT N).**

#### **VIII (ii) CASE NO. 2022-39990**

6) Kapur connived to have this lawsuit filed against the defendants. Kapur is the cause and mastermind behind it; he drafted, typed, and filed it in court. However, Kapur has filed an Intervention in the case also, and is falsely claiming that both properties subject of the lawsuit, including the property referenced in case No. 01-23-00509-CV above, belong to him, **(EXHIBIT O).**

7) Also, fraudulently, Kapur hired attorney Kristopher Rabie (Rabie), who I had never heard of, to represent me without my knowledge in Case No. 2022-39990 referenced above. Consequently, Rabie filed a motion to withdraw alleging nonpayment by me. I contacted Rabie via email demanding the withdraw of his false statements. Rabie responded blaming Kapur, and although Rabie committed to amend his motion clearing my name, up to now he has not. **(EXHIBIT P).**

#### **IX- DAMAGES AND BREACH OF AGREEMENTS**

1) In addition to the damaging facts already disclosed above, as complained in my PLAINTIFF'S ORIGINAL PETITION, I am the victim of severe and prolonged harassment; stalking; sexual assault; financial, physical, mental, and psychological abuse, inflicted by the Defendant, Ramesh Kapur, **(EXHIBIT Q-VIDEO).**

2) Kapur premeditated to first trapped me under his control and then to maintain gained control by mentally and psychologically incapacitating me using abuse; stalking; mental torture; gaslighting; financial deprivation; and causing foreclosure proceedings of my home. As I started demanding my rights, among other insults, Kapur said that I didn't deserve it asking, "who do you think you are? you are no Sofia Loren"



and accused me of prostitution among other derogatory profane insults. On the third page of the attached exhibit, Kapur admits calling me hitting me, calling me names, and stalking me and my family, **(EXHIBIT R)**.

3) Kapur caused foreclosure proceedings against my home causing me devastating damages. That is why the compensation of up to \$200,000.00 to be paid to Chase Bank is part of the **CONFIDENTIAL SETTLEMENT, RELEASE, ASSIGNMENT, AND INDEMNITY AGREEMENT** which Kapur has breached, **(EXHIBIT F)**.

4) Kapur together with defendants of CASE NO. 2022-39990 are responsible for the foreclosure of the two (2) properties subjects of that case mentioned herein under section VIII(ii).

5) Kapur's revengeful vexatious Intervention in this case and fraudulent withholding of the Excess Proceeds Funds belonging to me continues to cause me severe financial damages, stress, anxiety, and mental anguish.

6) In response to demands for my rights and compliance with promises and agreements, Kapur instructed me to register a corporation in my and his name, and said that he would acquire some properties for me under it for my sole benefit, **(EXHIBIT S)**.

6.1) I coined the name and registered BlueTex Management Solutions, Inc., and Kapur bought a few properties in auctions under it. On the property located at 2431 Spring Dusk Ln, Spring, Texas, 7737, I spent time, effort, and funds to rehabilitate the property. However, Kapur connived, and behind my back, transferred all the corporation's shares to his name cheating me completely out of it. **(EXHIBIT T)**.

7) On or about July 2016, Kapur filed a false Hostage Report with the Houston Police irresponsibly squandering vital law enforcement resources. On a Saturday morning, at about 7:00 A.M, I was awakened being ordered out of my home by a SWAT Team fully armed and ready to act. It was painfully traumatizing to me and to William, who at the time was only fourteen-years old. Several Houston Police's vehicles surrounded my home and blocked my street. Kapur was at the Police Station filing a false report that I was being held hostage in my home.

8) The intervenor Kapur continues to disseminate havoc in my and William's lives causing me, the plaintiff, incapacitating Mental Anguish, Chronic Stress, Anxiety leading to Complex-Post Traumatic Stress Disorder. I sought professional psychological help with Gardner Counseling Services. I have been too disturbed psychologically and emotionally; overwhelmed with Kapur's torment of me; and was financially unable to continue with treatment, **(EXHIBIT U)**.

#### **X – BARRY & SEWART, PLLC'S WRONGFUL CLAIM TO THE EXCESS PROCEEDS FUNDS**

- 1) On January 31, 2023, attorney David Barry (Barry) representing HREAL and Aldens sent me an email with a JOINT MOTION FOR TRADITIONAL AND NO EVIDENCE MOTION FOR SUMMARY JUDGMENT (MSJ), **(EXHIBIT V)**.
- 2) I had no agreement with, nor have I ever had one with attorney David Barry who was claiming \$18,000.00 plus 45% of accrued interest of my money held in escrow by the court. This is a blatantly false claim.
- 3) On March 2, 2023, I responded to Barry's email questioning the amount of \$18,000.00 plus 45% interest he was claiming from my funds, **(EXHIBIT W)**.
- 4) On March 10, 2023, Barry replied by email with his bill to Aldens and HReal attached. **(EXHIBIT X)**.
- 5) On or about March 13, 2023, I called Barry to question as to why I was being charged for his legal fees as he was hired and representing Aldens and HReal, not me, as I was Pro Se as stated on the MSJ prepared by him. I indicated to Barry that I was not in agreement with the amounts and that I was not signing the MSJ he proposed. Barry then threatened stating that if I didn't sign, he would take me to court.
- 6) I then discussed the issue with Pandula who advised that to avoid further emotional distress to me fighting Barry in court, that I signed the MSJ. Intimidated by Barry's threat and to avoid further emotional distress to me, coerced, I signed the MSJ.
- 7) On March 23, 2023, a final ORDER GRANTING HREAL COMPANY, LLC AND ALDENS ACQUISITIONS, LLC

AND NICIA VITORINO NO EVIDENCE MOTION FOR SUMMARY JUDGMENT was signed by the Honorable Judge of this court.

8) Kapur proceeded to file appeals and Motions to Reinstate and stopped the disbursement of the funds already in progress.

9) I then contacted Pandula who advised me not to worry that Barry was taking care of it.

10) Barry responded to Kapur's fillings getting the court to deny Kapur's motions.

11) Without any notice, Barry stopped including my name on responses to Kapur's fillings as in HREAL COMPANY, LLC and ALDEN'S ACQUISITIONS, LLC'S RESPONSE TO RAMESH KAPU'S MOTION TO REINSTATE filed on June 14, 2023, and HREAL COMPANY, LLC and ALDEN'S ACQUISITIONS, LLC'S RESPONSE TO RAMESH KAPU'S MOTION TO FOR A NEW TRIAL filed on July 14, 2023.

12) Without any notice, while still claiming from me \$18,000.00 plus 45% interest, Barry formed an agreement with Kapur leaving me out as stated and evidenced in Kapur's August 23, 2023, AGREED ORDER GRANTING NEW TRIAL ON THE INTERVENTION AND RELEASING DEFENDANTS HREAL COMPANY, LLC AND ALDENS ACQUISITIONS, LLC.

13) On September 14, 2023, I filed in this court a MOTION FOR RECONSIDERATION OF ORDER GRANTING A NEW TRIAL FOR FRAUD ON THE COURT with duly attached exhibits as evidences. In that Motion I requested this Honorable Court to disburse the full amount of \$40,000.00 deposited in the Court Registry to me. However, on September 27, 2023, \$18,365.09 was disbursed to Anna Clement Sewart of Barry & Sewart, PLLC from the funds in the Court Registry legally belonging to me.

#### **SUMMARY STATEMENT**

It is clear from the facts presented above that Kapur has intentionally and willfully, lied, misrepresented, and deceived the court to prove that he has an intervening interest in the instant case committing fraud on the court. The fact is that Kapur's intentions are solely and completely predicated on a vendetta with the plaintiff. That he has no legal or real interest in the facts and rulings of the instant

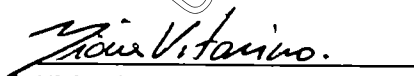
case. That the continued attempts by Kapur to cause harm to me, the plaintiff, while committing fraud on the court, have resulted in the plaintiff developing a Complex-Post Traumatic Stress Disorder.

David Barry of Barry & Sewart, PLLC extorted from me exorbitant legal fees for representing not me but Aldens and HREAL. Barry threatened and coerced me into signing the Joint Motion for Summary Judgment to take 45% plus interest of the excess proceeds funds belonging to me. Then, Barry entered into an agreement with the opposing party's Defendant against me.

**WHEREFORE THE ABOVE CONSIDERED**, I respectfully request this honorable court the following relief:

1. Immediately release of \$22,000.00 plus interest of the remaining Excess Proceeds funds deposited in the Court Registry to me, Nicia Vitorino.
2. Issue and order to Anna Clement Sewart of Barry & Sewart, PLLC, to deposit the amount of \$18,369.09 belonging to me back into the Registry of the Court.
3. Issue an order for the immediate release of the redeposited amount by Anna Clement Sewart of \$18,369.09 into the Registry of the Court to me, Nicia Vitorino.
4. Issue an order of reconsideration and deny Kapur's Motion for intervention and a New Trial dismissing it with prejudice.
5. Grant me punitive damages in the amount of \$250,000.00 against Intervenor Kapur for continued pain and suffering as he has caused me incapacitating Mental Anguish, Chronic Stress, Anxiety, and Complex-Post Traumatic Stress Disorder duly documented with Gardner Counseling Services.
6. Sanction the defendant Intervenor Kapur for his fraud on the court.
7. Any other relief as the court may deem necessary and prudent.

Respectfully submitted,



Nicia Vitorino, Pro Se  
3219 Ashton Park Dr.  
Houston, TX, 77082  
Tel: (832)202-4397  
nicia.vitorino@gmail.com

Dated this 20th day of October 2023.

**CERTIFICATE OF SERVICE**

I, Nicia Vitorino, do hereby certify that a copy of the above and foregoing has been served upon all parties and counsel of record on this 20th of October 2023.

Nicia Vitorino.  
Nicia Vitorino, Pro Se

Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT A

- 1) WARRANTY DEED WITH VENDOR'S LIEN
- 2) DEED OF TRUST

Unofficial Copy Office of Marilyn Burgess District Clerk

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 10, 2015  
Grantor: Abdul Zaveri  
Grantee : Nicia Calledare, A Single Woman

Consideration:

FOR TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and note of even date executed by Grantee payable to the order of ALDENS ACQUISITIONS, LLC ("Lender"), in the amount of \$12,000, the note being secured in whole or in part by vendor's lien and superior title retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to Mahendra Pondula, Trustee.

Legal Description of Property (including any improvements) described as follows:

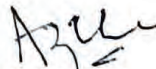
A TRACT OF PARCEL OF LAND CONTAINING 0.261 ACRES, MORE OR LESS, LOCATED IN THE DEMAS ELLIOTT SURVEY, ABSTRACT 1071, IN HARRIS COUNTY, TEXAS COMMONLY KNOWN AS BUILDING 885 IN BLOCK 14 OUT OF FONDREN SOUTHWEST TEMPOS APARTMENTS, SECTION (3) IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND ALSO BEING THE SAME PROPERTY AS IDENTIFIED ON TAX ACCOUNT NO: 115-810-014-0012 OF HARRIS COUNTY APPRAISAL DISTRICT.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and administrations, successors and assigns, as the case may be, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title are transferred to Lender without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

Executed this 11 the day of July, 2015

  
Abdul Zaveri  
Grantor

18  
OT  
W

After Recording Return To:  
Aldens Acquisitions LLC  
72 N. Winterport Circle  
Woodlands, TX 77382

[Space Above This Line For Recording Data]

PURCHASE MONEY  
**DEED OF TRUST**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 14, 2015, together with all Riders to this document.
- (B) "Borrower" is Nicia Calledare Borrower is the grantor under this Security Instrument.
- (C) "Lender" is Aldens Acquisitions LLC. Lender is a LLC organized and existing under the laws of State of Texas. Lender's address is 72 North Winterport Circle, Woodlands, TX 77382. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Mahendra Pondula. Trustee's address is 72 North Winterport Circle, Woodlands, TX 77382.
- (E) "Note" means the promissory note signed by Borrower and dated July 14 2015. The Note states that Borrower owes Lender Twelve Thousand dollars Dollars (U.S. \$ 12,000) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2030.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

MC



## EXHIBIT B

- 1) Payments to Tempo Townhomes HOA
- 2) Email to Randall Management

Unofficial Copy Office of Marilyn Burgess District Clerk



**BANK OF TEXAS**  
A Division of BOKF, NA  
P.O. Box 29775, Dallas, Texas 75229

**OFFICIAL CHECK**

510257770

88-105\*1031

Date **02/09/2016**

Pay to the  
Order of

**TEMPOS TOWNHOME HOA**

**\$1,476.13**

\*\*\*\$1,476 dollars 13 cents\*\*\*

**NICIA E GUERRA VITORINO**  
Remitter

Drawer: BANK OF TEXAS



**NON NEGOTIABLE**

Authorized Signature  
**PURCHASER'S COPY**

Unofficial Copy Office of Marilyn Burgess District Clerk

NICIA E GUERRA VITORINO  
PH. 822-538-2316  
3219 ASHTON PARK DR.  
HOUSTON, TX 77082

32-1432/1110

1026

07/23/16  
DATE

PAY TO FONDREN SW TEMPO TOWNHOMES ASSOCIATION \$ 2,075.32  
THE ORDER OF  
TWO THOUSAND AND SEVENTY-FIVE 32/100 DOLLARS

Security Features  
Included.  
Details on Back.

 **BANK OF TEXAS**  
www.bankoftexas.com

MEMO

*Nicia Vitorino*

MP

⑆ 111014325⑆ ⑈ 8094787893 ⑈ 1026

SPECIALTY GRAY

Unofficial Copy Office of Marilyn Burgess District Clerk

**11917 Bob White Dr. #885**

4 messages

**Nicia Vitorino** <nicia.vitorino@gmail.com>  
To: igarza@randallmanagement.com

Tue, Nov 3, 2015 at 12:30 PM

Hello,

Here are the documents you requested; they were also sent to Randall Management via Certified Mail last August. I would really appreciate all the help you could give me in getting the HOA dues and the foundation repair issues resolved.

Please inform me when the next HOA Board meeting, or request a meeting with the board on my behalf.

Thank you very much.

Nicia V. Calledare

**3 attachments**

**11917 Bob White #885 - Pg 1 001.jpg**  
408K

**11917 Bob White #885 - Pg 2.jpg**  
166K

**11917 Bob White #885- Pg 3 001.jpg**  
140K

Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT C

1) Message Date Feb 18

Unofficial Copy Office of Marilyn Burgess District Clerk

9:29

87%



Ramesh

12:19 PM, Feb 18

**(No subject)**

you know what you did, called police to get me arrested. Police told me to remove from your driveway as it was considered stolen

Gave you tempo free

Gave you 35

Gave you Augusta with only 5k of yours

Have you meadow

Got 50 k cash

Now your greed is never ending

You are still squeezing out the last drop of my blood. Believe me you have left me penniless, hurt me so badly emotionally, financially and psychologically.

Unofficial Copy Office of Marilyn Burgess District Clerk



Copy text



Share



More



## EXHIBIT D

1) Email Date Mar 1, 2016

Unofficial Copy Office of Marilyn Burgess District Clerk

---

**Hello**

**Nicia Vitorino** <nicia.vitorino@gmail.com>  
To: Mashendra Pandula <mpandula@hotmail.com>

Tue, Mar 1, 2016 at 9:34 AM

Hello,

This is Nicia, Ramesh's friend.

I need and would like very to speak with you about the property and loan which Ramesh put in my name and responsibility through your company.

Please call me at 832-538-2316.

Thank you very much.

Namaste!

Nicia

Unofficial Copy Office of Marilyn Burgess District Clerk



## EXHIBIT E

### 1) Emails Excess Proceeds Demands

Unofficial Copy Office of Marilyn Burgess District Clerk

---

**Excess Proceeds of Property**

---

Nicia Vitorino <nicia.vitorino@gmail.com>  
To: schutzalaw@yahoo.com

Tue, Sep 15, 2020 at 5:01 PM

**Re:** 11917 Bob White Dr, #885  
Houston, TX 77035

Dear Mr. Schutza,

I'm contacting you about the Excess Proceeds of the property referenced above, which was foreclosed by you on June 2nd, 2020 under my name.

Since the last time we spoke over the phone about this issue, I have called your office twice, leaving messages as there was no answer; and since I haven't heard back from you, I'm reaching out to you by email.

Would you kindly inform me if the Excess Proceeds are with you as informed to me by Mr. Kapur, or should I contact the Court Registry? In case it is with you, may I come to your office to collect it, or could you kindly mail it to me?

Thank you very much.

Sincerely,

Nicia Vitorino

Unofficial Copy Office of Marilyn Burgess District Clerk

---

**Mr. Mahendra Pandula**

---

Nicia Vitorino <nicia.vitorino@gmail.com>  
To: schutzalaw@yahoo.com

Tue, Oct 20, 2020 at 2:20 PM

Good Afternoon Mr. Schutza,

Mr. Mahendra Pandula called me yesterday requesting that I contacted you to arrange the delivery of the access proceeds. He also spoke of a settlement agreement; I'm not sure what's about.

Would you please contact Ramesh, and inform me how to proceed.

Best regards,

Nicia Vitorino

Unofficial Copy Office of Marilyn Burgess District Clerk

**Response to Release/Agreements**

Nicia Vitorino <nicia.vitorino@gmail.com>

Mon, Oct 26, 2020 at 6:24 PM

To: schutzalaw@yahoo.com, Sam Kapur <kapurhouston@yahoo.com>

Mr. Schutza,

I will not sign the release document Mr. Kapur emailed me; please deposit all excess proceeds from the property in question in the Court Registry, as your judicial duty determines.

You don't know me; therefore I am exposing part of my horror history I have endured during the past ten (10) years at the hands of this unscrupulous person.

Later, I will also be sending you a copy of a video substantiating my accusations.

Please see the attached email and other documents.

I hope you understand my reasons.

By the way, Ramesh's response to this message, and to yet another even lower settlement offer, has been declined. He refuses and disputes any settlement offer.

Please feel free to contact me at any time if you have any questions or concerns.

Respectfully,

Nicia Vitorino  
Phone: (832) 202-4397

----- Forwarded message -----  
From: **Nicia Vitorino** <nicia.vitorino@gmail.com>  
Date: Sun, Oct 25, 2020 at 6:56 PM  
Subject: Response to Release/Agreements  
To: Sam Kapur <kapurhouston@yahoo.com>

[Quoted text hidden]

**2 attachments**

 Time's Up Movement Legal Defense Fund.jpg  
116K

 Description of My Experiences.docx  
13K

Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT F

### 1) Email With Agreement

Unofficial Copy Office of Marilyn Burgess District Clerk

**NICIA VITORINO,**  
*Plaintiff,*

v.

**RAMESH KAPUR, INDIVIDUALLY,  
D/B/A AIC MANAGEMENT  
COMPANY, FORT BEND MDS,  
LLC, RK PARIVAR HOLDINGS,  
PLLC, BLUETEX MANAGEMENT  
SOLUTIONS, INC. AND JERRY  
SCHUTZA,**  
*Defendants.*

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**IN THE DISTRICT COURT**

**HARRIS COUNTY, TEXAS**

**334<sup>th</sup> JUDICIAL DISTRICT**

---

**CONFIDENTIAL SETTLEMENT RELEASE,  
ASSIGNMENT AND INDEMNITY AGREEMENT**

---

**I. DEFINITIONS.**

“Plaintiff” means **NICIA VITORINO**, as well as any heirs, executors, administrators, successors, and assigns of Nicia Vitorino.

“Defendants” means **RAMESH KAPUR, INDIVIDUALLY AND D/B/A AIC MANAGEMENT COMPANY, FORT BEND MDS, LLC, RK PARIVAR HOLDINGS, LLC, BLUETEX MANAGEMENT SOLUTIONS, INC., AND JERRY SCHUTZA** and all respective successors and assigns, parents, members, shareholders, subsidiaries, affiliates, representatives, partners, divisions, directors, officers, managers, agents, employees, insurers and any other person, firm or corporation in privity with them.

“Released Parties” means **RAMESH KAPUR, INDIVIDUALLY AND D/B/A AIC MANAGEMENT COMPANY, FORT BEND MDS, LLC, RK PARIVAR HOLDINGS, LLC, BLUETEX MANAGEMENT SOLUTIONS, INC.**, and its respective successors and assigns, parents, members, shareholders, subsidiaries, affiliates, representatives, partners, divisions, directors, officers, managers, agents, employees, insurers, third-party administrators, indemnitors, and any other person, firm or corporation in privity with them.

The “Incident” means all injuries and damages, both economic and non-economic, described in Plaintiff’s Original Petition and includes all actions or events, known or unknown at the time of this agreement, surrounding said injuries, and the matters that have been or might have been alleged in Plaintiff’s pleadings in the Lawsuit. Plaintiff agrees to indemnify Defendant and Released Parties for a claim made by the Internal Revenue Code under this provision.

**II. AGREEMENT**

In this Agreement, the singular includes the plural, and vice versa; likewise, the disjunctive includes the conjunctive and vice versa.

1. Defendants shall pay, or cause to be paid on their behalf, or tender the following as described below, within one-hundred eighty (180) days of the Effective Date (the date on which the last signature is executed on this Agreement) of this Agreement:

- (a) Payment of up to \$200,000.00 towards the mortgage lien, or remaining amount of the mortgage lien, if less than the above-referenced amount, recorded with the Harris County Clerk with document number RP 094-16-2432, regarding the mortgage interest of the property located at 3219 Ashton Park Drive, Houston, Texas 77082;
  - i. It is specifically noted that taxes and any other liens shall be the responsibility of Nicia Vitorino and Defendants make no assumption of the responsibility to pay these liens, amounts or balances;
- (b) Transfer of Property #1, Unit 35 Building N Riverstone 1 Condo Ph 2, more commonly known as 3045 Walnut Bend Ln #35, Houston, Texas 77042, to Nicia Vitorino by Special Warranty Deed. It is specifically noted that the property will be transferred "As is, where is" with all faults and liens. Nicia Vitorino acknowledges she is responsible for any taxes, assessments, liens or any other amounts associated with such property, past, present or future;
- (c) Transfer of Property #2, Unit 29 Building G Pradera Townhome Condo Ph 2, more commonly known as 9083 Club Creek Drive, Unit #29, Houston, Texas, 77036, to Nicia Vitorino by Special Warranty Deed. It is specifically noted that the property will be transferred "As is, where is" with all faults and liens. Nicia Vitorino acknowledges she is responsible for any taxes, assessments, liens or any other amounts associated with such property, past, present or future;
- (d) Transfer of Property #3, Unit 2 Building B Winfield Condo Sec 2, more commonly known as 10110 Forum West Drive, Unit # 202, Houston, Texas 77036, to Nicia Vitorino by Special Warranty Deed. It is specifically noted that the property will be transferred "As is, where is" with all faults and liens. Nicia Vitorino acknowledges she is responsible for any taxes, assessments, liens or any other amounts associated with such property, past, present or future;
- (e) Release of \$40,000.00 deposited in Court Registry under cause number 2021-02915 for the sole benefit of Nicia Vitorino;
- (f) Payment of \$5,000.00 towards the Plaintiff's attorney's fees.

2. For the Consideration, Plaintiff NICIA VITORINO RELEASES, ACQUITS, AND FOREVER DISCHARGES Defendants and the Released Parties from All Claims that have accrued or may ever accrue to Plaintiff due to the claims, both known and unknown, at the time of the filing of and made the basis of the Plaintiff's Original Petition in cause number. This Release specifically is agreed to extend and apply to any and all injuries, claims, and damages that Plaintiff might suffer, allege, or incur as a result of or that may be related to the Incident or the Lawsuit. For the consideration called for herein, Plaintiff does hereby compromise, settle, fully release, and forever discharge Defendant and the Released Parties of and from any and all liability, claims, demands, obligations, controversies, actions, causes of actions, damages, and/or remedies of any nature whatsoever, whether at common law, statutory or otherwise, which Plaintiff has or may claim to have or may in the future own or hold for any type of cause of action, damage or loss, including, but not limited to, personal or bodily injuries, property damage, medical care reimbursement, dental care reimbursement, workers' compensation benefits, wrongful death, breach of contract, negligence, gross negligence, negligence per se, negligent hiring, negligent training, negligent retention, negligent supervision, negligent monitoring, negligent entrustment, ratification, negligent infliction of emotional distress, intentional infliction of emotional distress, assault of any kind or character, battery of any kind or character, breach of express or implied warranties, misrepresentation, deceptive trade practices, attorneys' fees, economic loss, damage to reputation, loss of profits, lost wages, back pay, front pay, medical expenses, direct or consequential damages, pain and suffering, mental anguish, disfigurement, impairment loss of earning capacity, loss of use, loss of inheritance, loss of household services, loss of consortium, reimbursement of payments made pursuant to statute or contract, statutory, punitive or exemplary damages, attorneys' fees, costs of interest, whether known or unknown, directly or indirectly arising from, or in any way growing out of the Incident.
3. Confidentiality. For the same Consideration, Plaintiff, as well as her respective heirs, executors, administrators, successors, and assigns agree to keep confidential and secret the amount of the Consideration under the terms of this Agreement and the details of this Agreement, and not to discuss, release, publish or advertise same, unless required by operation of law or court order.
4. Liability Not Admitted. The agreement of Defendants and Released Parties to provide the Consideration is not an admission of liability or wrongdoing. Defendant and Released Parties deny any and all liability and wrongdoing. This Agreement merely represents the compromise of a disputed claim in order to avoid further litigation and ultimately, a trial on the merits of this case.
5. Sufficiency of Consideration. Plaintiff acknowledges the receipt and sufficiency of the Consideration by signing this Agreement.
6. Full and Final Settlement. Plaintiff agrees that the Consideration is accepted in full and final settlement of All Claims. Plaintiff agrees that the Consideration is all the money, services, or other consideration which, under any circumstances, Defendants and Released Parties will ever have to pay for or provide on account of the Incident in the past, present, or future.



7. Release of Future Claims. Plaintiff expressly agrees and understands that she is releasing all future claims against Defendant and the Released Parties. In the event that a future issue arises with any of the consideration listed in paragraph 1, or any other issue that Plaintiff is currently unaware, Plaintiff will have waived and released the right to bring suit for compensation of any such medical condition, issue, injury, or problem against Defendants and Released Parties.
8. No Further Liability. In the event that any party in any action pursued by Plaintiff should assert any third-party action, cross-action, counterclaim, or other form of action against Defendant or Released Parties, then Plaintiff expressly understands and agrees that Defendant and Released Parties are to incur no further liability to Plaintiff as a result of any claim, demand, or cause of action which Plaintiff may assert against anyone as a result of the Incident, and Defendant and Released Parties will pay no further consideration to Plaintiff beyond the Consideration stated herein. This Settlement is made in full contemplation of the terms and provisions of Texas Civil Practice and Remedies Code, Section 33.001, et. seq. and the doctrine of comparative causation in effect in Texas. In the event that any claim, demand or cause of action, whether by any third-party action, cross-action, counter claim or otherwise for contribution or indemnity is asserted against Defendants or Released Parties in a lawsuit or cause of action brought by Plaintiff, then Plaintiff agrees that Defendants and Released Parties are to incur no further monetary liability to Plaintiff as the result of the Incident, even if the effect of this Agreement is to reduce any potential recovery by Plaintiff against any other person or entity not expressly benefited by this Agreement.
9. **INDEMNITY: FOR SAME CONSIDERATION, PLAINTIFF AGREES TO DEFEND AND INDEMNIFY COMPLETELY AND FOREVER HOLD HARMLESS DEFENDANTS AND THE RELEASED PARTIES FROM any and all claims, actions, suits, insurance lien actions, or actions for subrogation, arising out of, resulting directly or indirectly from, or in connection with the Incident, that have been or later may be asserted by any person, firm, organization, insurer, estate, personal representative, spouse, heir, devisee, corporation, or other entity claiming directly or indirectly, by, through, or under Plaintiff. PLAINTIFF AGREES TO INDEMNIFY AND HOLD HARMLESS DEFENDANT AND THE RELEASED PARTIES from any attorneys' fees, costs, or expenses necessarily incurred in the defense of any such claims or legal actions.**
- (A) **IT IS FURTHER AGREED THAT THIS INDEMNITY EXTENDS EXPRESSLY TO, BUT IS NOT LIMITED TO any and all claims for medical aid, hospital services, doctors' services, attorneys' services, psychiatrists' services, counselors' services, chiropractic services, or other medical providers' services, nursing, drugs, medicines, braces, hospital liens, and worker's compensation liens, past, present and future; and the PLAINTIFF WILL HOLD DEFENDANT AND THE RELEASED PARTIES HARMLESS OF AND FROM any and all such claims, especially with reference to any liens or claims under the Texas Hospital Lien Law, Texas Worker's Compensation Lien Law and the lien laws of the United**

States of America, including any lien that could or may be asserted by either Medicare or Medicaid.

- (B) **PLAINTIFF FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DEFENDANT AND THE RELEASED PARTIES** from any and all causes of action, claims, cross-actions, or third-party actions for contribution or indemnity asserted or that may be asserted against Defendants and/or the Released Parties by any other person or entity whom Plaintiff has sued or settled with, or whom Plaintiff sues or settles with in the future, for claims arising out of, resulting directly or indirectly from, or in connection with the Incident, the events giving rise to this lawsuit, or the injuries to Plaintiff Nicia Vitorino.
- (C) **PLAINTIFF FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DEFENDANTS AND THE RELEASED PARTIES** from any and all claims for attorneys' fees or expenses by any attorneys.
10. Dismissal with Prejudice. Plaintiff agrees not to require the participation of Defendants, Released Parties, or their counsel in any further proceedings, lawsuits, court appearances, or trials arising out of the Incident or connected with the Lawsuit, except as may be necessary to effectuate this Agreement. Plaintiff and Plaintiff's Counsel agree to provide Defendants with an Agreed Motion for Dismissal with Prejudice and Agreed Order in a form approved by all parties, and any other pleadings necessary to effectuate the intent of this Agreement within seven (7) days of the Effective Date of this Agreement. It is understood, withstanding paragraph 1 above, each party shall bear its own costs.
11. Acknowledgement. Plaintiff warrants and represents that before executing this Agreement, he became fully informed of the terms, contents, conditions and effect of this Agreement; that in making this Agreement, she has had the benefit of the advice of attorneys of her choosing; and that no promises or representations of any kind have been made by Defendants or Released Parties, or anyone acting for Defendants or Released Parties, except as is expressly stated in this Agreement. Plaintiff relied solely on her own judgment and the advice of her counsel in making this settlement, and Plaintiff fully understands that this is a full, complete, and final release of all claims for damages or injuries, past, present or future, known or unknown. Plaintiff, as well as her respective heirs, executors, administrators, successors and assigns, understand that the Consideration is all the money or services that are ever to be paid by or provided on behalf of Defendants or Released Parties as a result of the Incident or the Lawsuit, regardless of whether the injuries or damages of Plaintiff, or her heirs, executors, administrators, successors and assigns, should change, worsen, or arise in the future, excluding any indemnity provision of this Agreement.
12. Plaintiff's Counsel acknowledges that this Agreement was fully explained to Plaintiff before she signed this Agreement.
13. Entire Agreement. This Agreement states the entire agreement of the parties and supersedes all prior or contemporaneous oral or written understandings, agreements,

statements or promises. This Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original, and this Agreement is effective upon execution of at least one counterpart by each party to this Agreement. If this Agreement does not become effective for any reason, it shall be deemed negotiation for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever. This Agreement has been and shall be construed to have been drafted by all of the parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision herein.

14. No Assignment. Plaintiff represents and warrants that none of the claims released, forgiven, and discharged have been assigned, conveyed, or otherwise transferred to any person or entity.
15. Assumption of Risk. Plaintiff, Defendants, and Released Parties assume the risk of any mistake of fact or law with regard to any aspect of this Agreement and the dispute described herein or any asserted rights released by this Agreement.
16. Texas Law. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas, regardless of the place of execution of such Agreement. The Parties agree that the exclusive forum for any dispute or litigation arising from or based upon the Lawsuit or this Agreement or any of its terms shall be in Harris County, Texas.
17. Attorneys' Fees. In any lawsuit or other proceeding brought to enforce any of the terms of this Agreement, the prevailing party or parties will be awarded their reasonable attorneys' fees and actual costs.
18. Counterpart. This Agreement may be executed in any number of counterparts.
19. Contract. It is understood that the provisions of this Release are contractual and not mere recitals. Any signatories to this Agreement warrant that they have the authority to execute this Agreement and bind the respective parties. The undersigned parties and attorneys acknowledge that they have carefully read this Agreement, understand and know the contents thereof, and have signed or authorized the signing of the same as her own free act.

*[The remainder of this page intentionally left blank.]*

SIGNED AND AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
**NICIA VITORINO**

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §  
§

Before me, the undersigned Notary Public, on this day personally appeared **NICIA VITORINO** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME, on the \_\_\_\_ day of \_\_\_\_\_, 2021, to certify which witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Unofficial Copy Office of Marilyn Burgess District Clerk

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**Nicia Vitorino Release.doc**

Hamayun Durrani <hdurrani2020@gmail.com>  
To: Nicia Vitorino <nicia.vitorino@gmail.com>

Sun, Feb 21, 2021 at 3:26 PM

Sent from my iPhone

---

 **Nicia Vitorino Release.doc**  
86K

Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT G

- 1) Agreement Forwarded to Engelhardt

Unofficial Copy Office of Marilyn Burgess District Clerk

**Nicia Vitorino Release.doc**

Nicia Vitorino <nicia.vitorino@gmail.com>  
To: Steven Engelhardt <steven@engelhardtlaw.com>

Mon, Feb 22, 2021 at 12:07 PM

Good Morning Steven,

Anuj, representing Ramesh, sent the attached settlement proposal yesterday through Mr. Jon Durrani who came to my home to discuss it.

I told them that I would forward to you and seek your advice and decision since your fees are part of the settlement.

As you and I discussed and agreed on the phone, it is best to come to an agreement. I just want to settle this and be able to recuperate my emotional health so that I may be able to start-over and rebuild my life.

Therefore, I'm okay with the overall proposal because it will save my home from foreclosure as Ramesh had obligated himself and promised to do so. The condos he's offering are low-income properties; two of them in very bad areas, and one of them will require major expense to rehabilitate it which I would have to use part of the excess proceeds in question to fix it.

However, the agreement is pending entirely on your fees, as you will see, they are offering \$5K toward it. Therefore, I request that you analyze the proposal, decide if it is fair, and discuss your fees with Anuj holding them responsible for it 100%.

Besides your fees, here are a few observations and changes which I would demand:

1. The \$200,000 check to save my home would be due immediately upon signing the agreement, not within 180 days.

**Note:** The accelerated amount on the last statement from Chase Bank due on 02/27/2021 is \$232,520.69.

2. All taxes and HOA dues on the properties must be paid but for Walnut Bend Ln #35 which I'm paying.

I'll wait for your response.

Thank you very much.

Nicia

----- Forwarded message -----  
From: Hamayun Durrani <hdurrani2020@gmail.com>  
Date: Sun, Feb 21, 2021 at 3:27 PM  
Subject: Nicia Vitorino Release.doc  
To: Nicia Vitorino <nicia.vitorino@gmail.com>

Sent from my iPhone

 **Nicia Vitorino Release.doc**  
86K

## EXHIBIT H

1) Forwarded Email Date Jun 21, 2021

Unofficial Copy Office of Marilyn Burgess District Clerk



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**Fwd: Englehardt Motion for Substitution**

**RAMESH KAPUR** <kapurhouston@yahoo.com>  
To: Nicia Vitorino Own Number <nicia.vitorino@gmail.com>

Mon, Jun 21, 2021 at 6:13 PM

Sent from my iPhone

Begin forwarded message:

**From:** Kathleen Boll <kboll@henkelawfirm.com>  
**Date:** June 8, 2021 at 2:12:23 PM CDT  
**To:** RAMESH KAPUR <kapurhouston@yahoo.com>, Anuj Kapur <akapur108@gmail.com>  
**Cc:** Charlie Henke <chenke@henkelawfirm.com>, Vivian Clark <vclark@henkelawfirm.com>, Eileen Hensley <ehensley@henkelawfirm.com>  
**Subject:** Englehardt Motion for Substitution

Good afternoon Ramesh and Anuj,

Attached for your records is Mr. Englehardt's Motion for Substitution of Counsel, whereby he is withdrawing from representation of Plaintiff. We have also included the proposed order.

Please let us know if you have any questions.

Best,

Kathleen

Kathleen H. Boll

HENKE, WILLIAMS &amp; BOLL, LLP

2929 Allen Parkway, Suite 3900

Houston, Texas 77019

Main: 713.940.4500 | Direct: 713.940.4513

kboll@henkelawfirm.com

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## EXHIBIT I

- 1) Check to William from Kapur

Unofficial Copy Office of Marilyn Burgess District Clerk

PLUSTEX MANAGEMENT SOLUTIONS, INC  
5400 GLENVIEW DRIVE  
HOUSTON, TX 77005-0004

5254

1-800-311-1111

on August 26, 2011

William Brian Calhoun \$ 35,000

Mark J. Thomas

CHASE

10000 Back Wages

6766000644 69852676745254

Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT J

1) Message Aug 6, 2020

Unofficial Copy Office of Marilyn Burgess District Clerk

9:39

SL



61%



Ramesh

2:34 PM, Aug 6

though you have nothing to lose.  
Your own conscious one day will betray ,  
kill you and leave you to die your own  
death . Possibly, you will repent rest of  
your life.

Think of your child and his future. You  
dont want to pick up a flower from a  
grave and adorn him . Ill gotten money  
would never get you peace and happiness  
but dig your own grave or for someone  
you love a lot.



Copy text



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More



<  Ramesh ▾



**I promise you my  
curse will take you to  
grave .**

**You do not realize,  
there is some divine  
power.**



Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT K

### 1) Capital One Account Closing

Unofficial Copy Office of Marilyn Burgess District Clerk

COLR1453 6056 0005 404 07 20210710 PO 1 OF 2  
0-1  
40001269.5  
00137793

DATE	DESCRIPTION	CATEGORY	AMOUNT	BALANCE
<b>Jun 1</b>	<b>Opening Balance</b>			<b>\$418.97</b>
Jun 2	Debit Card Purchase - SQ DOLLAR WORTH LLC HOUSTON TX	Debit	- \$42.46	\$376.51
<u>Jun 3</u>	ATM Check Deposit - CAPITAL ONE C390 HOUSTON, US	Credit	<u>+ \$35,000.00</u>	\$35,376.51
Jun 4	Debit Card Purchase - PLAYSTATION NETWORK 800 345 7669 CA	Debit	- \$9.99	\$35,366.52
<u>Jun 7</u>	ATM Check Deposit - CAPITAL ONE C390 HOUSTON, US Effective: 06/03/2021	Debit	<u>- \$35,000.00</u>	\$366.52
Jun 24	ATM Withdrawal - CAPITAL ONE C390 HOUSTON, TX	Debit	- \$366.00	\$0.52
Jun 30	<b>360 Checking Closeout by Check Interest \$0.02, Closeout Amount \$0.54</b>	Debit	- \$0.52	<b>\$0.00</b>

### Fees Summary

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

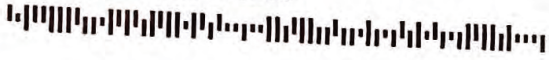
Unofficial Copy Office of Marilyn Burgess District Clerk



July 2, 2021

ADVNOT7-182-00005179-000002-000011

William Calledare  
3219 Ashton Park Dr.  
Houston, TX 77082-2215



**Your account has been closed.**

Dear William:

We're writing to let you know we've closed your account ending in 0137. If you have any questions, please get in touch.

Thanks,  
Capital One®

Unofficial Copy Office of Marilyn Burgess District Clerk

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FM59331 0000001717-0318-ADVNOT7-182-00005179



capitalone.com/bank  
Comments: capitalone.com/contact



Interactive Phone Service: 1-888-464-7868  
Sales/Service Number: 1-888-464-0727



P.O. Box 60  
St. Cloud, MN 56302



MEMBER  
FDIC

## EXHIBIT L

1) Affidavit

Unofficial Copy Office of Marilyn Burgess District Clerk

---

**RE: affidavit**

**RAMESH KAPUR** <kapurhouston@yahoo.com>  
To: Nicia Vitorino <nicia.vitorino@gmail.com>

Tue, Aug 3, 2021 at 9:31 AM

Sent from Mail for Windows 10

**From:** Nicia Vitorino  
**Sent:** Wednesday, July 28, 2021 12:40 PM  
**To:** Sam Kapur  
**Subject:** Legal Help

See this

<https://texaslawhelp.org/article/how-dismiss-case-you-filed#toc-8>

---

 **Affidavit Nicia.docx**  
21K

Unofficial Copy Office of Marilyn Burgess District Clerk

**CAUSE NO. 2021-02915**

**NICIA VITORINO,**  
*Plaintiff,*

v.

**RAMESH KAPUR, INDIVIDUALLY,  
D/B/A AIC MANAGEMENT  
COMPANY, FORT BEND MDS,  
LLC, RK PARIVAR HOLDINGS,  
PLLC, BLUETEX MANAGEMENT  
SOLUTIONS, INC. AND JERRY  
SCHUTZA,**  
*Defendants.*

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**IN THE DISTRICT COURT**

**HARRIS COUNTY, TEXAS**

**334<sup>th</sup> JUDICIAL DISTRICT**

---

**AFFIDAVIT OF NICIA VITORINO**

---

On this day of August 3, 2021, Nicia Vitorino appeared before me, a Notary Public, and after I administered an oath to her, she stated as under:

1. "My name is Nicia Vitorino. I am more than 18 years of age and capable of making this affidavit. I have personal knowledge of the facts and matters set forth herein, which are true and correct.
2. I am Plaintiff in the above-referenced matter. The Defendants moved to disqualify my attorney, Steven Engelhardt, from this cause because Steven Engelhardt had previously represented one of the Defendants. Mr. Engelhardt failed to disclose to me of the potential risk of being disqualified when he agreed to represent me. Steven Engelhardt subsequently volunteered to remove himself from this case and substituted another attorney for further representation.
3. After learning of his withdrawal from further representation, I no longer wish to pursue this cause against the Defendants except Jerry Schutza. In fact, without my consent or approval, Mr. Engelhardt engaged Mr. Steven Grossman as substitute counsel in this cause and sought a court order.
4. I further state that I did not authorize any further representation by Mr. Grossman. Actions have been taken by Mr. Engelhardt and Mr. Grossman without my consent, knowledge or approval and I wish to apprise the court of these actions at this time.
5. To bring this matter to conclusion, along with this affidavit, I am filing a motion to nonsuit with prejudice all the Defendants except Jerry Schutza as all these matters in the controversy have been resolved.

FURTHER AFFIANT SAYETH NOT.

---

NICIA VITORINO

SWORN TO and SUBSCRIBED before me by Nicia Vitorino, personally known to me or identified to me to be the same, on August 3, 2021.

---

Notary Public in and for the State of Texas

Unofficial Copy Office of Marilyn Burgess District Clerk

# EXHIBIT M

1) Writ of Re-Entry Case

Unofficial Copy Office of Marilyn Burgess District Clerk



**OFFICE OF TENESHIA HUDSPETH**  
COUNTY CLERK, HARRIS COUNTY, TEXAS  
CIVIL COURTS DEPARTMENT

July 14, 2023

1<sup>ST</sup> Court of Appeals  
301 Fannin  
Houston, Texas 77002

FILED IN  
1st COURT OF APPEALS  
HOUSTON, TEXAS  
7/14/2023 8:51:37 AM  
DEBORAH M. YOUNG  
Clerk of The Court

**LETTER OF ASSIGNMENT**

Trial Court Docket Number: 1201351  
Trial Court Number: County Civil Court at Law No. 1

**Style:**

RAMESH KAPUR  
**APPELLANT(S)**

**VS.** WILLIAM CALLEDARE  
**APPELEE(S)**

**Judge:** Honorable Audrie Lawton-Evans  
**Court Reporter:** Lettie Witter

**Appellant(s) Attorney:**

Ramesh Kapur, Pro Se  
9022 Beverly Hill Street  
Houston, Texas 77063  
Phone: (281) 455-7998  
Fax: N/A  
E-Mail: [kapurhouston@yahoo.com](mailto:kapurhouston@yahoo.com)

**Appellee(s) Attorney:**

William Calledare, Pro Se  
12955 Woodforest Drive, Apt #33  
Houston, Texas 77015  
Phone: N/A  
Fax: N/A  
E-Mail: N/A

Ramesh Kapur, appellant, filed a Notice of Appeal on July 11, 2023 from the Order of Dismissal that was signed on March 22, 2023.

Findings of Facts and Conclusions of Law filed by the Plaintiff on March 22, 2023.

The Clerk's Record is due to your office on or before July 20, 2023.

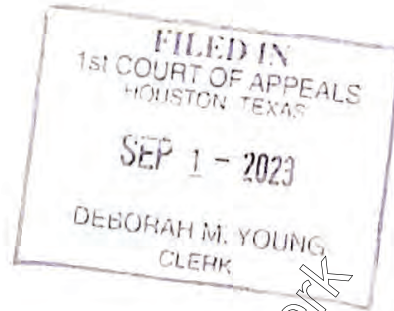
Angeles Villafranca  
Deputy Clerk  
201 Caroline, Suite 300  
Houston, Texas 77002  
(713) 274-1336

William Calledare  
3219 Ashton Park Dr  
Houston, TX 77082

August 28, 2023

1<sup>st</sup> Court of Appeals  
C/O Deborah M. Young  
301 Fannin  
Houston, TX 77002

Case No.: 01-23-00509-CV



My mother and assignee, **Nicia Vitorino**, was notified by a friend that this case was filed against me in this court. Today, September 28, 2023, my mother contacted this court and was advised to write this letter to the court notifying my correct address and contact information.

The appellant, **Ramesh Kapur**, deliberately with intention to cause harm, provided to this the court a wrong mailing address to me, although in his original PETITION FOR THE WRIT OF RE-ENTRY he provided the correct mailing address.

Please find here my correct mailing address and contact information:

William Calledare  
C/O Nicia Vitorino  
3219 Ashton Park Dr.  
Houston, TX 77082  
E-mail: [wcalledare13@gmail.com](mailto:wcalledare13@gmail.com)  
Phone: (281)389-7288

Respectfully,

William Calledare  
William Calledare

Unofficial Copy Office of Marilyn Burgess District Clerk



## EXHIBIT N

1) Affidavit of Rejeana Maldonado

Unofficial Copy Office of Marilyn Burgess District Clerk

**AFFIDAVIT OF REJEANA MALDONADO**

STATE OF TEXAS                   §  
  §  
HARRIS COUNTY                   §

“My name is Rejeana Maldonado. My date of birth is September 19, 1964. My address is 12955 Woodforest Blvd, #33, Houston, TX 77015. I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

I, Rejeana Maldonado, hereby state that on February 23, 2023, signed and secured a Lease Agreement for a term of twelve (12) months on the property located at 12955 Woodforest Blvd. #33, Houston, TX 77015. I moved into the property on February 24, 2023.

I had previously been a tenant of Ramesh Kapur, and now I’m leasing a property from him for my son with his wife and children.

On February 26, 2023, I received a call from Ramesh Kapur angrily inquiring why my belongings were in the property located at 12955 Woodforest Blvd. Ramesh Kapur also stated that he was going to get me in trouble for that. I became extremely nervous, and then called my landlord, Nicia Vitorino, who assured me that I had done nothing wrong, and that Ramesh Kapur could not get me in trouble for leasing a property.

Then, I received a call from Deputy Dardon inquiring me if the things in the property belonged to me. I acknowledged that I had moved my belongings into the property, that I had a Lease Agreement and the keys to the property. Deputy Dardon said that was all he needed to know, and he also requested the contact of the property owner.

On Sunday, March 12, 2023, Ramesh Kapur called me insisting that I go to court to testify in his favor. He asked me to say that I had seen things that belonged to him, including computer and clothes at the time I moved in. I stated to him that I

would not lie in court for him as there was nothing there when I moved in. Ramesh Kapur called me again on March 14, 2023; he stated that he wanted me in court the next day and for me to say that I had seen the computer and other things belonging to him in the property. I again refused to lie in court for him.

I swear under the penalty of perjury that the above is true and correct to the best of my knowledge and belief."

FURTHER THE AFFIANT SAYETH NOT.

Rejeana Maldonado

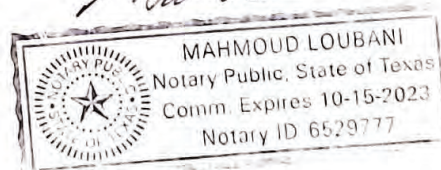
By: Rejeana Maldonado

Sworn and subscribed to me, the undersigned authority, on this the 15 day of March, 2023.

Mahmoud Loubani  
Notary Public in and for the state of Texas

10-15-2023

My commission expires



## EXHIBIT O

1) Cause No. 2022-39990

Unofficial Copy Office of Marilyn Burgess District Clerk



## EXHIBIT P

1) Email to Attorney Kristopher Rabie

Unofficial Copy Office of Marilyn Burgess District Clerk

---

**Demand to Correct Motion to Withdraw - Case Number 2022-39990**

---

Nicia Vitorino <nicia.vitorino@gmail.com>  
To: krisrabie@rabielawgroup.com

Tue, Aug 16, 2022 at 4:17 PM

Mr. Rabie,

I have no idea who you are; however, a MOTION TO WITHDRAW AS COUNSEL in the above referenced case, was delivered to me by mail.

In it you state that the reason to withdraw is "**Former-Clients' have not paid Counsel as required under the agreement between the parties.**"

I have never hired you and I definitely do not have any agreement with you; therefore, I hereby demand that you immediately remove your statements; you have 24 hours to do so.

Your unethical and illegal misrepresentation of me is highly detrimental to my case; I hold you responsible for any and all losses and damages relating to this case deriving from your irresponsible and neglectful act.

I assure you that I will seek the highest punishment to you by law and I will take this matter to the State Bar.

Sincerely,

Nicia Vitorino  
Phone: (832)202-4397

Unofficial Copy Office of Marilyn Buggs District Clerk

**Demand to Correct Motion to Withdraw - Case Number 2022-39990**

krisrabie@rabielawgroup.com <krisrabie@rabielawgroup.com>  
To: Nicia Vitorino <nicia.vitorino@gmail.com>

Wed, Aug 17, 2022 at 7:54 AM

Good Morning,

I was led to believe that you were working with Ramesh Kapur to stop your property from being sold in a foreclosure sale. I will amend my motion and remove any mention of money. Thank you for making me aware.

Respectfully,

Kristopher Rabie, Attorney at Law

832-769-7690

**CONFIDENTIALITY NOTICE:** This message is for the benefit of the named person(s) only; it may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any transmission mistake. Do not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. If you have received this transmission in error, please immediately delete it and all copies from your system, destroy any hard copies and notify me by email at krisrabie@rabielawgroup.com.

[Quoted text hidden]

Unofficial Copy Office of Merit Process District Clerk



# EXHIBIT Q

1) Video

Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT R

1) Admission to Abuse

Unofficial Copy Office of Marilyn Burgess District Clerk

< Ramesh v

:

10:11 PM

Friday, October 9, 2020

**Relentless pursuit?  
For what Miss Sofia  
Loren.**

**You do not have to  
accept anything . I  
would spend half  
of the money to pay  
attorney to get out  
of your evil designs  
with ulterior motive.  
You enticed me and  
make me a target  
for financial needs,  
destroyed a family,  
and slept with  
disposed crimina**

*Official Copy of Marilyn Burgess District Clerk*



< Ramesh ▾



10:03 PM

**I don't want to see  
your fucking face  
any more.**

**You are worst than  
a damn prostitute  
with no character,  
no ethics's, no moral  
values, just fucking  
horny bitch.**

**I need not even slap  
you because I don't  
want to make my  
hand dirty enough to  
wash with Clorox**

10:03 PM



Official Copy Office of Marilyn Burgess District Clerk

**Ramesh**

+12814557998

(No subject)

7:00 AM Aug 10, 2017

normality in you. You know I went to a SannAntonio, called Renee, called and spoke million times, begging Silvana to come and help you. Even called her ex-boss and boy friend with whom you have always have nice conversation. It reminded me that he was calling always trying to get Renee back in him. What was wrong if I wanted to use same approach. You never said anything to him bad or asked to get out of Renee's life.

In a desperate situation, I am trying every possible way to reverse the past. If I had not called names, or hit YOU once it would have been a different situation.

When tired, I told you can we talk at length in the morning? How angry you were, you took my blanket out and ordered to get out,

People do get angry but 😊 no retailiation pl

# EXHIBIT S

## 1) Breach of Agreement

Unofficial Copy Office of Marilyn Burgess District Clerk

Messages, Signal, Wi-Fi, 26%, 9:49 PM

**Ramesh**

+12814557998

Sun, Sep 10, 2017 8:28 PM

I collected money 700 in cash  
Open account in Any bank under corporate  
account with yiuvas signatory.

Let us build some assets  
Each month I will buy something in Bluetex  
name and create some income for you  
exclusively for your benefit only.

I owe you from 57 , 384

No deposit of 2000 from any one.

PI I need to track payments and keep record  
of occupancy. There may be an easy way

Unofficial Copy Office of Marilyn Buss District Clerk

# EXHIBIT T

1) Corporation Documents

Unofficial Copy Office of Marilyn Burgess District Clerk



**TEXAS SECRETARY of STATE**  
**RUTH R. HUGHS**

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

**Filing Number:** 802049310      **Entity Type:** Domestic For-Profit Corporation  
**Original Date of Filing:** August 21, 2014      **Entity Status:** In existence  
**Formation Date:** N/A  
**Tax ID:** 32054953917      **FEIN:**  
**Duration:** Perpetual

**Name:** BlueTex Management Solutions, INC  
**Address:** 9022 BEVERLYHILL ST  
HOUSTON, TX 77063-4915 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
<b>Last Update</b>	<b>Name</b>	<b>Title</b>	<b>Address</b>		
August 21, 2014	Ramesh Kapur	Director	5956 Woodway Place Ct Houston, TX 77057 USA		
August 21, 2014	Nicia Elizabeth Vitorino	Director	6223 Richmond Ave, Suite 221 Houston, TX 77057 USA		



**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.

**TEXAS SECRETARY of STATE**  
**RUTH R. HUGHS**

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

**Filing Number:** 802049310      **Entity Type:** Domestic For-Profit Corporation  
**Original Date of Filing:** August 21, 2014      **Entity Status:** In existence  
**Formation Date:** N/A  
**Tax ID:** 32054953917      **FEIN:**  
**Duration:** Perpetual

**Name:** BlueTex Management Solutions, INC  
**Address:** 9022 BEVERLYHILL ST  
Houston, TX 77063-4915 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
		<b>Name</b>	<b>Address</b>	<b>Inactive Date</b>	
		Nicia Elizabeth Vitorino	6223 Richmond Ave Houston, TX 77057 USA		



**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.

Unofficial Copy Office of Marilyn Burgess District Clerk

OWNER NAME SEARCH		
Tax Year	Last Name and First Initial (no comma)	
2023 ▼	BlueTex Management Solutions	<input type="button" value="Search"/>
Try our new search experience		

Your search for owner name : **BLUETEX MANAGEMENT SOLUTIONS** in tax year : **[2023]** returned **5** record(s)

Account Number	Owner Name	Property Address	Zip	Impr Sq Ft	Market Val
<b>081136000018</b>	BLUETEX MANAGEMENT SOLUTIONS INC	10330 SCOTT ST	77051	0	\$101,640
<b>081136000019</b>	BLUETEX MANAGEMENT SOLUTIONS INC	0 JIPSIE LN	77051	0	\$87,120
<b>109912000083</b>	BLUETEX MANAGEMENT SOLUTIONS INC	15607 SUNSET ROCK DR	77084	1,830	\$196,419
<b>1155690030032</b>	BLUETEX MANAGEMENT SOLUTIONS LLC	2431 SPRING DUSK LN	77373	1,551	\$194,629
<b>1158410080006</b>	BLUETEX MANAGEMENT SOLUTIONS LLC ET AL	9803 CLUB CREEK DR # 6	77036	948	\$20,736

Unofficial Copy Office of Marilyn Burgess District Clerk

**CAUSE NO. 2021-02915**

**NICIA VITORINO**  
Plaintiff,

VS.

**RAMESH KAPUR INDIVIDUALLY**  
**D/B/A AIC MANAGEMENT COMPANY, FORT**  
**BEND MDS, LLC, RK PARIVAR HOLDING,**  
**PLLC, BLUETEX MANAGEMENT SOLUTIONS,**  
**INC, AND JERRY SCHUTZA**  
Defendants

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**IN THE DISTRICT COURT**

**334<sup>TH</sup> JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

**AFFIDAVIT OF NICIA VITORINO**


On this day of January 26, 2024, Nicia Vitorino personally appeared before me, a Notary Public, and after I administered an oath to her, she stated as under:

My name is Nicia Vitorino, I am over 18 years of age, and capable of making this affidavit. I hereby state that the following exhibits and documents are true, accurate, and correct to the best of my knowledge and belief and are part of records kept in the course of a regularly conducted business activity. It was the regular practice of my business activity to make the records as presented to this court. The record was made and based on information transmitted by a person with knowledge at or near the time of the transaction; in the ordinary course of business; and is trustworthy, with neither the source of information nor method or circumstances of preparation indicating a lack of trustworthiness.

  
Nicia Vitorino

**SWORN TO** and **SUBSCRIBED** before me by Nicia Vitorino, personally known to me or identified to me to be the same, on January 26, 2024.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

Unofficial Copy Office of Marilyn Burgess District Clerk

## EXHIBIT U

1) Gardner Counseling

Unofficial Copy Office of Marilyn Burgess District Clerk

# Narcissistic Abuse

If you or someone you know has ever fallen victim to the control and manipulation of a narcissist, you know exactly how traumatic such an

experience can be. Not only does it cause substantial emotional and mental stress, narcissistic abuse can make you lose everything you've ever worked for, including your sense of self.

[Click here to buy the eBook](#)

Author Dee Gardner, Psychotherapist, a leading therapist in Narcissistic Abuse treatment.

Purchase this eCourse and the book is yours totally free!

The eCourse comes with a FREE Consultation to see if you need more!

[➔ Click here for eCourse and free ebook](#)

## About the Author

### Dee Gardner

Author Dee Gardner, a psychotherapist with Gardner Counseling Services in Houston, Texas wrote with exceptional articulation and clarity in this book, sharing her own professional experience and all the healing steps and the special discovery that completely transformed how she helps narcissistic abuse victims.

Dee Gardener-Wilson, LCSW, LCDC, CSAT is a professional therapist and speaker, educator, workshop facilitator, addiction therapist and trained EMDR therapist with years of experience in the field.

Unofficial Copy of Marilyn Burgess District Clerk

From Gardner Counseling Services  
4825 St. Marys Suite 122  
Houston, TX 77079

**PAID**

**Gardner**

### Invoice

To Nicia Vitorino

Invoice #1704  
Issue Date: 02/02/2021

Client Nicia Vitorino  
(832) 202-4397  
nicia.vitorino@gmail.com

Provider Doris Gardner-Willson,  
LCSW, LCDC, CSAT  
Tax ID: 47-4580372  
NPI: #1316368434  
  
(832) 489-1998  
dee@thecounselingservice.com

Date	Description	Amount
02/02/2021	Initial Assessment Telehealth 1.5 hours (90791)	\$195

**Total \$195**

Make payments to: Gardner Counseling Services

Unofficial Copy Office of Marilyn Burgess District Clerk



1/17/21

Gardner Counseling Services  
4825 St. Marys Suite 122  
Houston, TX 77079

**PAID**

**Gardner**

### Invoice

To Nicia Vitorino

Invoice #1707  
Issue Date 02/02/2021

Client Nicia Vitorino  
(832) 202-4397  
nicia.vitorino@gmail.com

Provider Doris Gardner-Willson,  
LCSW, LCDC, CSAT  
Tax ID: 47-4580372  
NPI: #1316368434  
  
(832) 489-1998  
dee@thecounselingservice.com

Date	Description	Amount
02/02/2021	Online questionnaires (Charged for 2 questionnaires, provided 3 questionnaires)	<b>\$60</b>

**Total \$60**

Make payments to: Gardner Counseling Services

Unofficial Copy Office of Marilyn Burgess District Clerk

# MONDAY CoDA GROUP

**ID:** TX009

**DAY:** Monday

**LANGUAGE:** English (Ingles)

**TIME:** 07:15 PM

**LENGTH:** 1 hour

**TYPE:** Face to Face Meeting

**CATEGORY:** Open

## MEETING LOCATION

**Hope and Healing Center, Room 204**

717 Sage Road

Houston, TX 77056 United States of America (USA)

Get Directions ([https://www.google.com/maps/place/717 Sage Road Houston Texas 77056 United States of America \(USA\)\)](https://www.google.com/maps/place/717+Sage+Road+Houston+Texas+77056+United+States+of+America+(USA))))

---

## PRIMARY CONTACT

**Norman B.**

832.640.1593 (tel:832.640.1593)

[Click To Email \(mailto:normanberlat@aol.com\)](mailto:normanberlat@aol.com)

## SPECIAL INSTRUCTIONS

The Hope and Healing Center, reached from Sage by turning in at second driveway also known as Riverway Drive, this is the closest drive next to the front of the church, go East or towards downtown to a wooden fence with a red sign reading: FDC. Also there is another sign reading: The Hope and Healing Center. Turn at the fence, go past the front door, park in the back, and walk back to the front

stairs to left. GPS Address 5025 Riverway

## EXHIBIT V

1) Email Date Jan 31, 2023

Unofficial Copy Office of Marilyn Burgess District Clerk

---

**BAS210072 // to NICIA 11917 BOB WHITE #885 //AGREED MOTION FOR EXCESS PROCEEDS**

---

David Barry <dwbarry@barryandsewart.com>  
To: "nicia.vitorino@gmail.com" <nicia.vitorino@gmail.com>

Tue, Jan 31, 2023 at 8:53 AM

Nicia,

Please review the attached the proposed agreed summary judgment motion to disburse the funds in the registry of the court. Mr. Pandula has reviewed it and approved it. The proceeds will have Mr. Pandula just about break even for attorneys' fees and costs on this case and the one with Marcus Viser. Both cases relate to this condominium unit.

You will receive \$22,000.00 plus 55% of the accrued interest in the proposed order. Mr. Pandula will receive \$18,000 plus 45% of the accrued interest. If you approve, I will make a final version for us to sign.

My direct telephone number is 713-559-7121.

Thank you,

David W. Barry  
Barry & Sewart, PLLC  
4151 Southwest Frwy, Ste 680  
Houston, TX 77027  
Ph: 713-722-0281  
Fax: 713-722-9786

No attorney-client relationship is created by this message. The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that, any review, disclosure, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this transmission in error, please contact the sender immediately and permanently delete this transmission, including any attachments.

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**2 attachments**

 **BAS210072-2 joint SUMMARY JUDGMENT draft.pdf**  
186K

 **BAS210072-2 SUMMARY JUDGMENT ORDER AND SBMISSION DRAFT.pdf**  
184K

## EXHIBIT W

1) Email Date Mar 2, 2023

Unofficial Copy Office of Marilyn Burgess District Clerk

---

**BAS210072 // to NICIA 11917 BOB WHITE #885 //AGREED MOTION FOR EXCESS PROCEEDS**

---

Nicia Vitorino <nicia.vitorino@gmail.com>  
To: David Barry <dwbarry@barryandsewart.com>

Thu, Mar 2, 2023 at 10:04 AM

Dear Mr. Barry,

I apologize for the delay in responding to you; however, I'm currently overwhelmed facing a few other crucial legal issues also derived from Ramesh Kapur's actions, who, I assume you know, is the cause of this unfortunate case.

Mr. Pandula agrees and has repeated that he does not want "a single penny" from the excess proceeds, neither interest of it, which belongs to me.

However, when Mr. Pandula informed me that he had bought out Engelhardt claim, he requested that I reimburse him the \$5K paid to Engelhardt and a small amount towards attorney fees.

How much is the attorney's fee?

Please note the following observations and make the necessary corrections in the pleading:

Schutzta, after repeated demands for the excess proceeds from me, consistently refused to deliver such funds – he did not deposit the funds in the Court's Registry because "other persons ...made attempts to make claims to the funds"; rather, Schutzta only deposited the funds in the registry after he was sued.

Thank you very much.

Nicia Vitorino  
[Quoted text hidden]

Unofficial Copy Office of Marilyn Burgess District Court

## EXHIBIT X

1) Email Date Mar 10, 2023

Unofficial Copy Office of Marilyn Burgess District Clerk

**BAS210072 // to NICIA 11917 BOB WHITE #885 //AGREED MOTION FOR EXCESS PROCEEDS**

David Barry <dwbarry@barryandsewart.com>  
To: Nicia Vitorino <nicia.vitorino@gmail.com>

Fri, Mar 10, 2023 at 11:32 AM

Nicia,

Sorry for the delay in getting back to you. I have attached the attorneys' fees related to this file.

David W. Barry

Barry &amp; Sewart, PLLC

4151 Southwest Frwy, Ste 680



Houston, TX 77027

Ph: 713-722-0281

Fax: 713-722-9786

No attorney-client relationship is created by this message. The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that, any review, disclosure, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this transmission in error, please contact the sender immediately and permanently delete this transmission, including any attachments.

[Quoted text hidden]

**4 attachments** **BAS210072 INVOICE 3.10.23.pdf**  
84K **BAS210072 TIME SHEET.pdf**  
63K **BAS210072-2 SUMMARY JUDGMENT ORDER AND SUBMISSION DRAFT 3.10.23.pdf**  
183K **BAS210072-2 Joint SUMMARY JUDGMENT draft 3.10.23.pdf**  
186K



# Invoice

**BARRY & SEWART, PLLC**  
 4151 SOUTHWEST FRWY, STE 680  
 HOUSTON, TX 77027

<b>Date</b>	<b>FILE #</b>
	BAS210072-

[www.barryandsewart.com](http://www.barryandsewart.com)

<b>BILL TO</b>
HREAL COMPANY ALDENS

Item	Qty	Description	Rate	Amount
		<b>BAS210072 &amp; BAS210072-2</b>		
		PROPERTY: 11917 BOB WHITE DR #885 HOUSTON, TX 77035		
		OTHER PARTY: MARCUS VISER & NICIA VITORINO		
		See attached Time Sheet for detail		
		David Barry 26 hours	\$400.00	\$10,400.00
		John V. Burger 6 hours	\$350.00	\$210.00
		Anna C. Sewart 4.1 hours	\$400.00	\$1,640.00
		Austin R. Dubois 1.7 hours		\$510.00
		Audrey Lewis 1 hour		\$100.00
		Expenses		
		To Engelhardt		\$5,000.00
		Court Costs \$35.00		\$35.00
		<b>Total</b>		<b>\$17,895.00</b>

Please contact our office for further information.

David W. Barry/Anna C. Sewart