

CAUSE NO. 2019-16144

SANDRA FENN, § IN THE DISTRICT COURT OF  
*Plaintiff* §  
§  
V. § HARRIS COUNTY, TEXAS  
§  
BEO PROPERTIES, LLC, and §  
ROMIE O. OGBOLU, individually §  
*Defendants.* § 127TH JUDICIAL DISTRICT

**MOTION FOR SUMMARY JUDGMENT**

COMES NOW, Plaintiff Sandra Fenn (“Plaintiff”) and files this Motion for Summary Judgment (the “Motion”) against Defendant Romie O. Ogbolu (“Defendant” or “Defendant Ogbolu”), and for such would show the Court as follows:

**INTRODUCTION**

This lawsuit arises from a fraudulent real estate investment scheme perpetrated by Defendants Romie O. Ogbolu and BEO Properties, LLC, by and through its sole managing member Defendant Romie Ogbolu, who convinced Plaintiff Sandra Fenn into transferring \$20,800.00 from her self-directed retirement fund into BEO Properties, LLC for the purpose of investing real estate securities. Defendant Ogbolu promised Sandra Fenn a safe real estate investment that would generate returns for Ms. Fenn to use for retirement. This promise amounted to nothing more than a lie as Ms. Fenn never received account statements, only stonewalling, excuses, and a depleted IRA account. When Ms. Fenn had enough and demanded the remaining portion of her money be returned, Defendant Ogbolu refused to cash out her investment account with BEO Properties. Sandra Fenn lost her entire retirement account. Sadly, Defendant Ogbolu has a long history of convictions and/or judgments involving fraud and pyramid investor schemes, and embezzlement, among other crimes in Maryland. Defendant Ogbolu has been convicted of investment fraud and served time in the state of Maryland.

**I. FACTS AND PROCEDURAL HISTORY**

1. Defendant Romie Ogbolu owns and operates BEO Properties, LLC (“BEO” or “BEO Properties”).
2. In or around 2010, Defendant Ogbolu met and enticed Plaintiff to invest a sum of \$20,800.00 into BEO as a real estate investment. See **Exhibit A: Affidavit of Sandra Fenn.**

3. Defendant directed Plaintiff to transfer her retirement funds from her self-directed IRA to BEO. The purpose of this investment was to gain income through flipping properties. **See Exhibit A.**

4. At the time of the investment, Defendant Ogbolu verbally promised and represented to Plaintiff that the investment was suitable for Plaintiff's retirement objectives, and that it was a safe investment. **See Exhibit A.**

5. On or about February 10, 2012, Defendant BEO Properties had its certificate of formation forfeited by the Secretary of State. **Attached hereto as Exhibit B and herein incorporated by reference is the Secretary of State Forfeiture Letter.**

6. Since 2010, Ms. Fenn never received monthly or quarterly statements **Exhibit A.** Despite multiple requests, one or more defendants refused to return her money and/or has depleted the funds in those accounts. Defendants have been using Sandra Fenn's funds, but she has not received any of the money that she invested. **See Exhibit A.**

7. On or about February 2011, Defendant Ogbolu represented to Plaintiff that the value of her investment account was \$22,880.00. **See Exhibit A.**

8. On or about February 2012, one year later, Defendant Ogbolu represented to Sandra Fenn that the value of her investment account was \$35,400.00. **See Exhibit A.**

9. On or about October 2013, Defendant represented to Plaintiff that the value of her investment account with BEO had dropped to a lesser amount. **See Exhibit A.**

10. On or about late 2016, Plaintiff told Defendant Ogbolu that she wanted to cash out and remove her funds from the BEO Properties, LLC account. Plaintiff demanded a full cash out of her account. However, instead of complying with her demand, Defendant Ogbolu gave her excuses, employed delay tactics, and even offered her another bogus investment. **See Exhibit A.**

11. On March 5, 2019, Plaintiff filed her Original Petition against Defendants.

12. On March 20, 2019, Defendant BEO Properties was served with citation and a copy of Plaintiff's Original Petition via certified mail through its registered agent, Defendant Ogbolu. **Attached hereto as Exhibit C and herein incorporated by reference is the Officer's Return of Service on BEO Properties.**

13. On March 20, 2019, Defendant Ogbolu was served with citation and a copy of Plaintiff's Original Petition via certified mail. **Attached hereto as Exhibit D and herein incorporated by reference is the Officer's Return of Service on Romie Ogbolu.**

14. On or about June 21, 2019, Defendant Ogbolu filed an Answer with the Court titled "Facts."

15. On or about July 19, 2019, Plaintiff filed its Motion for Interlocutory Default Judgment Against Defendant BEO Properties, LLC ("Plaintiff's Interlocutory Default Judgment").

16. On August 5, 2019, the Court entered its Interlocutory Default Judgment As To Liability Against Defendant BEO Properties, LLC ("Interlocutory Order") and ordered that judgment as to liability was to be entered against BEO based upon the material allegations set forth in Plaintiff's Original Petition, and that Plaintiff shall have and recover from BEO such properties as would be proved at time of trial. The Court also ordered that all court costs expended or incurred in the case up to that point was to be adjudged against BEO Properties.

17. On or about March 3, 2020, Plaintiff sent the following discovery to Defendant Ogbolu: 1) Plaintiff's First Request for Admissions to Defendant Romie O. Ogbolu; 2) Plaintiff's First Set of Interrogatories to Defendant Romie O. Ogbolu; and 3) Plaintiff's First Request for Production to Defendant Romie O. Ogbolu via certified and regular mail to the address appearing

in Defendant Ogbolu's Answer. **Attached hereto as Exhibit E and herein incorporated by reference are the Requests for Admissions.**

18. As of date, Defendant has not responded to any of Plaintiff's discovery.

19. On or about July 10, 2020, Plaintiff filed Plaintiff's Motion to Have Admissions Deemed.

20. On or about July 21, 2020, the Court granted Plaintiff's Motion to Have Admissions Deemed and ordered all requests contained within Plaintiff's First Request for Admissions to be deemed admitted against Defendant Ogbolu. **See Exhibit E: Signed Order Deeming Admissions Admitted, and Request for Admissions.**

21. Defendant Ogbolu has been deemed to admit that he was the sole managing member of Defendant BEO Properties in 2010. **See Exhibit E.**

22. Defendant Ogbolu has been deemed to admit that he convinced Plaintiff to invest \$20,800.00 into Defendant BEO Properties as a real estate investment. **See Exhibit E.**

23. Defendant Ogbolu has been deemed to admit that he promised Plaintiff that the investment in Defendant BEO Properties was suitable for Plaintiff's retirement objectives. **See Exhibit E.**

24. Defendant Ogbolu has been deemed to admit that Plaintiff transferred retirement funds from her self-directed IRA into Defendant BEO Properties. **See Exhibit E.**

25. Defendant Ogbolu has been deemed to admit that he never provided any statements to Plaintiff regarding the status of the alleged real estate investment into Defendant BEO Properties. **See Exhibit E.**

26. Defendant Ogbolu has been deemed to admit that he represented to Plaintiff in 2011 that the value of her investment was \$22,880.00. **See Exhibit E.**

27. Defendant Ogbolu has been deemed to admit that he represented to Plaintiff in 2012 that the value of her investment was \$35,400.00. **See Exhibit E.**

28. Defendant Ogbolu has been deemed to admit that he represented to Plaintiff in 2013 that the value of her investment had dropped in value. **See Exhibit E.**

29. Defendant Ogbolu has been deemed to admit that in 2016, Plaintiff demanded that he cash out her account with Defendant BEO Properties. **See Exhibit E.**

30. Defendant Ogbolu has been deemed to admit that he never returned any funds as demanded by Plaintiff from her account with Defendant BEO Properties. **See Exhibit E.**

## **II. STANDARD OF REVIEW**

31. Under Rule 166a of the Texas Rules of Civil Procedures, the moving party on a motion for summary judgment under Tex. R. Civ. P. 166a(c) must show that “there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.” To defeat such motion, the responding party must provide evidence that a genuine issue does exist as to a material fact. In deciding whether or not there is a disputed material fact issue precluding summary judgment, evidence favorable to the non-movant will be taken as true, and every reasonable inference must be indulged in favor of the non-movant and any doubt resolved in his/her favor. *Nixon v. Mr. Property Management Co.*, 690 S.W.2d 546, 548—549 (Tex. 1985). Once the movant produces sufficient evidence to establish the right to summary judgment, the burden shifts to the non-movant to produce controverting evidence raising a fact issue. *Torres v. Western Cas. & Sur. Co.*, 457 S.W.2d 50, 52 (Tex. 1970); *Owen Elec. Supply, Inc. v. Brite Day Constr. Inc.*, 821 S.W.2d 283, 286 (Tex. App.--Houston [1st Dist.] 1991, writ denied).

## **III. ARGUMENT**

**A. Defendant Ogbolu is liable to Plaintiff under the Texas Securities Act because he knowingly sold Plaintiff securities in the common enterprise of BEO Properties with**

**profits to solely come from the efforts of others, by making untrue statements about the potential of the investments.**

32. The Texas Securities Act (“TSA”) imposes liability on a person who sells securities “by means of an untrue statement of a material fact or an omission to state a material fact.” Tex. Civ. Stat. Art. 581-33(A)(2). The Texas Supreme Court adopted the test laid out in *SEC v. Howey*, 328 U.S. 293 (1946) to define the term “investment contract” as it is used in the TSA. *Searsy v. Commercial Trading Corp.*, 560 S.W.2d 637, 639-40 (Tex. 1977). Under *Howey*, the test is “whether the scheme involves an investment of money in a common enterprise with profits to solely come from the efforts of others.” *Id.* at 640 (quoting *Howey*, 328 U.S. at 301 ).

33. Defendant Ogbolu sold a security to Plaintiff when he enticed her to invest \$20,800.00 from her retirement fund into his company, BEO Properties. **See Exhibit E: Request for Admissions.** Defendant fraudulently and untruthfully represented to Plaintiff that she would earn substantial interest on her investment and would not be subject to losing money on her investment even though, for years, no profit was earned, no interest was paid, no monthly or quarterly statements were provided to her, and none of Plaintiff’s money was ever returned to her. Because the investment involved an agreement to invest money into the common enterprise of BEO Properties with profits to solely come from the efforts of others, the investment agreement between Plaintiff and Defendants falls within the definition of a security as established under the *Howey* test. *See Searsy*, 560 S.W.2d at 639-40; *see also Howey*, 328 U.S. at 301. Defendant Ogbolu has violated the Article 33(A)(2) of the Texas Securities Act and therefore summary judgment is proper.

**B. Defendant’s knowingly committed acts of misrepresentation, theft, and fraud expressly prohibited by the Deceptive Trade Practices Act (“DTPA”), and he is liable to Plaintiff for actual and treble damages.**

34. To prevail on a DTPA claim, the Plaintiff must demonstrate (1) the plaintiff’s status

as a consumer, (2) the defendant can be sued under the DTPA, (3) the defendant committed a wrongful act under the DTPA, and (4) the defendant's actions were a producing cause of the plaintiff's damages. Tex. Bus. & Com. Code § 17.50(a) (West 2011); *Amstadt v. U.S. Brass Corp.*, 919 S.W.2d 644,649 (Tex. 1996) ("A consumer must, in order to prevail on a DTPA claim, . . . establish that each defendant violated a specific provision of the Act, and that the violation was a producing cause of the claimant's injury.")

35. Plaintiff is a consumer under the Deceptive Trade Practice Act ("DTPA"). Tex. Bus. Com. Code § 17.45(4). Defendant knowingly engaged in false, misleading, and/or deceptive acts or practices by convincing Plaintiff to invest \$20,800.00 of her self-directed retirement funds into BEO Properties and refusing to return the money or provide monthly or quarterly statements since 2010. Tex. Bus. Com. Code § 17.46(a). Defendant is deemed to have admitted that he promised Plaintiff that the investment was suitable for Plaintiff's retirement objectives. **See Exhibit E: Signed Order Deeming Admissions Admitted, and Request for Admissions.**

36. Defendant's conduct demonstrates that Defendant had absolutely no intention in investing Plaintiff's money, or providing her with an accounting of her investments. He represented that in February 2011, the value of her investment account was \$22,880.00, and in February 2012, he represented the account was valued at \$35,400.00. **See Exhibit E.** However, in October 2013, he then represented that the investment account had dropped to \$30,713.67. **See Exhibit E.** When Plaintiff demanded Defendant cash out her entire account, Defendant refused and gave her excuses, employed delay tactics, and even offered another bogus investment. **See Exhibit E.** These actions show that Defendant knowingly defrauded Plaintiff by taking her money without any intention of delivering the investment services he represented he or BEO would provide. This is in addition to the fact that Defendant BEO's certificate of formation had been

forfeited by the Texas Secretary of State's Office since 2012, and yet Defendant Ogbolu still refused to return Plaintiff's money. **See Exhibit B: Secretary of State Forfeiture Letter.**

37. As a result of Defendant's misrepresentation and deception, Plaintiff, as a consumer under the DTPA, suffered economic damages. Defendant's actions were unconscionable and took advantage of Plaintiff's lack of knowledge, ability, and experience in real estate investments to a grossly unfair degree. Because Defendant acted knowingly and intentionally in not providing an accounting or monthly statements from the inception of the investment, and/or in not returning her money when she requested to withdraw it. According, Defendant Ogbolu is liable for treble damages. Tex. Bus. Com. Code § 17.50. **See Exhibit A, Affidavit of Sandra Fenn and Exhibit G, Docket sheets for convictions of fraud involving a pyramid scheme and embezzlement by Romie O. Ogbolu in the Montgomery County Circuit Court, Maryland.**

**C. Defendant Ogbolu must return Plaintiff's initial investment to her under the doctrine of money had and received as he continues to possess Plaintiff's money even though that money in equity and good conscience rightfully belongs to Plaintiff, and Plaintiff has demanded that money back.**

38. To recover on a claim for money had and received, a plaintiff must show that the defendant holds money that in equity and good conscience belongs to the plaintiff. *Staats v. Miller*, 243 S.W.2d 686, 687 (Tex. 1951). A plaintiff in a claim for money had and received does not have to show any particular wrongdoing as the claim for recovery under money had and received "looks only to the justice of the case and inquires whether the defendant has received money which rightfully belongs to another." *Everett v. TK-Taito, LLC*, 178 S.W.3d 844, 860 (Tex. App.—Fort Worth 2005, no pet.).

39. Defendant Ogbolu is deemed to have admitted that he induced Plaintiff to give him \$20,800.00 from Plaintiff's retirement fund, and Plaintiff in fact did give him the money. **See Exhibit E: Request for Admissions.** This money belongs to Plaintiff, and it was to be used by



Defendant to commit investment fraud. At no point did Defendant ever gain title to Plaintiff's money. Plaintiff demanded Defendant return her money to her, and Defendant has admitted that he has never returned any of the funds demanded by Plaintiff. **See Exhibit E.** To date, Plaintiff still has yet to receive her money from Defendant. **See Exhibit A: Affidavit of Sandra Fenn.** Accordingly, Defendant is in possession of money had and received from Plaintiff, which rightfully belongs to Plaintiff and must return the money to her. For these reasons, summary judgment should be rendered on Plaintiff's "Money had and Received" cause of action.

**D. Defendant entered into a verbal contract with Plaintiff to provide investment returns in exchange for her initial investment, and he has thereby breached their contract by failing to provide the returns as promised.**

40. To prove a breach of contract, a plaintiff must prove that (1) a valid contract existed between the plaintiff and the defendant, (2) the plaintiff tendered performance or was excused from performing, (3) the defendant breached the contract, and (4) because of defendant's breach, the plaintiff suffered damages. *See West v. Triple B Servs., LLP*, 264 S.W.3d 440, 446 (Tex. App.—Houston [14th Dist.] 2008, no pet.).

41. Plaintiff and Defendant entered into an agreement whereby Plaintiff would invest \$20,800.00 into BEO Properties as a real estate investment in exchange for Defendants using that money to satisfy Plaintiff's retirement objectives. **See Exhibit A: Affidavit of Sandra Fenn.** Defendant is deemed to have admitted that he convinced Plaintiff to invest \$20,800.00 into BEO Properties, LLC. **See Exhibit E: Request for Admissions.** Despite the parties' agreement and Plaintiff's performance, Defendant never provided Plaintiff with any return on her investment, nor did Defendant return Plaintiff's money when demanded to do so. Accordingly, Defendant materially breached their contract by failing to perform, and Plaintiff has been damaged because of the breach in the amount of her initial investment.

**E. Defendant Ogbolu defrauded Plaintiff by misrepresenting the potential for investment to Plaintiff in order to induce her to invest \$20,800.00 from her retirement fund when Defendant had absolutely no intent on investing her money, nor providing a true investment to her, or ever returning**

42. To establish common law fraud in Texas, a plaintiff must prove that (1) the defendant made a material representation, (2) that representation was false, (3) defendant knew the statement was false when he made it or otherwise recklessly made a positive assertion of the representation's truthfulness without knowledge of its truth, (4) the defendant intended the plaintiff to act on his misrepresentation, (5) the plaintiff relied on the misrepresentation, and (6) the plaintiff's reliance was to her detriment, causing injury. *See In re FirstMerit Bank, N.A.*, 52 S.W.3d 749, 758 (Tex. 2001); *see also Formosa Plastics Corp. USA v. Presidio Eng'rs & Contractors, Inc.*, 960 S.W.2d 41, 47 (Tex. 1998). "A promise of future performance constitutes an actionable misrepresentation if the promise was made with no intention of performing at the time it was made." *Formosa*, 960 S.W.2d at 48. "Slight circumstantial evidence of fraud," when considered alongside a breach of promised future performance, is sufficient to support a finding a fraudulent intent. *Spoljaric v. Percival Tours, Inc.*, 708 S.W.2d 432, 434 (Tex. 1986).

43. Defendant is deemed to have admitted that he made material representations that persuaded Plaintiff to invest \$20,800.00 into BEO Properties. **See Exhibit E: Request for Admissions.** Defendant promised Plaintiff that the investment would be suitable for her retirement objectives. **See Exhibit E.** By doing so, Defendant induced Plaintiff into transferring money from her retirement funds to BEO Properties which she ultimately did in reliance upon Defendant's misrepresentations. Defendant has admitted that he has never provided any statements to Plaintiff regarding the status of the alleged real estate investment into BEO Properties. **See Exhibit E.** In fact, BEO Properties forfeited its certificate of formation in 2012. **See Exhibit B: Secretary of State Forfeiture Letter.** Furthermore, when demanded to return the money, he never gave

Plaintiff her money back and instead gave excuses, employed stalling tactics, and even offered another bogus investment. **See Exhibit A: Affidavit of Sandra Fenn.** Plaintiff has shown that Defendant's promise of future performance was made with no intention of performing at the time it was made and therefore summary judgment on fraud is proper.

#### **IV. REQUEST FOR EXEMPLARY AND ACTUAL DAMAGES FOR INVESTOR FRAUD**

44. Defendant Ogbolu has a history of running pyramid schemes and defrauding innocent investors. As such his conduct is knowing and intentional, and exemplary damages are merited. Plaintiff requests the Court take **judicial notice** of the following convictions in the State of Maryland: 1) Case no. 63874C in the Montgomery County Circuit Court where Defendant Ogbolu was convicted for fraud involving a pyramid scheme; 2) Case no. 44483C in the Montgomery County Circuit Court where Defendant Ogbolu was convicted for embezzlement. See **Exhibit G**, Montgomery County Circuit Court, Maryland docket sheets for each conviction. Plaintiff requests the Court award treble damages for intentional and knowing fraudulent conduct committed against her by Defendant Ogbolu. Defendant Ogbolu's failure to return Plaintiff her investment or any part of it, and/or provide her any monthly or quarterly statements as required under Texas law is evidence of his intent to defraud her, and evidence that his conduct was intentional and knowing. See **Exhibit A**, the Affidavit of Sandra Fenn and **Exhibit E**, Order Deeming Admission Admitted and Requests for Admission.

45. Plaintiff's actual damages pursuant to the TSA are the amount of her initial investment in the amount of \$20,800.00. Likewise, under the doctrine of Money Had and Received, Defendant would also have to return Plaintiff's initial investment at equity for rescission under the doctrine because Defendant continues to possess money which in equity and good conscience belongs to Plaintiff. Furthermore, under a breach of contract theory, Plaintiff has been

damaged in the amount of her initial investment in the amount of \$20,800.00, as a result of his breach of their contract. Regardless of which theory the Court awards actual damages under, Plaintiff has suffered actual damages in the amount of \$20,800.00.

46. Because Defendant Ogbolu's conduct was knowing and intentional, The Court may properly award treble damages under the Texas DTPA, for a total of **\$62,400.00** Tex. Bus. Com. Code § 17.50.

47. Furthermore, Plaintiff requests the Court assess exemplary damages against Defendant for Plaintiff's claim of fraud as provided for in § 41.003 of the Civil Practice & Remedies Code. Civ. Prac. & Rem. Code § 41.003.

#### V. ATTORNEY'S FEES

48. Under the DTPA, Plaintiff is entitled to her reasonable and necessary attorney's fees in the prosecution of this case. Tex. Bus. & Com. Code §17.50(d).

49. Furthermore, Plaintiff is also entitled to attorney's fees under Chapter 38 of the Texas Civil Practice & Remedies Code as this case arises out of an oral contract. Tex. Civ. Prac. & Rem. Code § 38.001.

50. In order to obtain a judgment in this lawsuit, Plaintiff has incurred reasonable and necessary attorney fees in the amount of **\$28,936.25**. These attorney's fees were necessary in order for Plaintiff to investigate and prosecute her claims against defendants. The fees are also reasonable and customary for trial lawyers in Harris County with approximately twenty-seven years of experience in commercial litigation. See **Exhibit F: Affidavit of Elizabeth Bohorquez** regarding the necessity and reasonableness of attorney's fees incurred in the prosecution of this lawsuit.

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff respectfully requests that the Court **GRANT** this Motion for Summary Judgment as to Defendant Romie O. Ogbolu and further prays that Plaintiff be awarded a Final judgment against Defendant Ogbolu and BEO Properties, LLC, joint and severally, for the following:

- a. An award of actual damages in the amount of **\$20,800.00**;
- b. An award of treble damages under the DTPA in the amount of **\$62,400.00**;
- c. An award of reasonable attorney's fees in the amount of **\$28,936.25 and court costs**;
- d. Pre-judgment interest at the rate of ten percent (10%) or the highest rate allowed by law;
- e. Post-judgment interest on this judgment at the rate of five percent (5%) per annum, or the highest rate allowed by law, from the date of judgment until paid; and
- f. For all such other and further relief to which Plaintiff may show herself justly entitled.

Respectfully submitted,

/s/ Elizabeth Bohorquez

Elizabeth Bohorquez

State Bar No. 00790328

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**ATTORNEY FOR PLAINTIFF**

**SANDRA FENN**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was forwarded to all parties in this cause by either U.S. mail, certified mail, return receipt requested, facsimile, e-service, or hand delivery on June 14, 2021:

Romie O. Ogbolu  
P.O. Box 58306  
Houston, TX 77258  
drromieogbolu@gmail.com

/s/ Elizabeth Bohorquez  
Elizabeth Bohorquez

Unofficial Copy Office of Marilyn Burgess District Clerk

**CAUSE NUMBER: 2019-16144**

**SANDRA FENN** § **IN THE DISTRICT COURT OF**  
*Plaintiff* §  
§  
**V.** §  
§ **127<sup>th</sup> JUDICIAL DISTRICT**  
§  
**BEO PROPERTIES, LLC and** §  
**ROMIE O. OGBOLU, individually** §  
*Defendants.* § **HARRIS COUNTY, TEXAS**

**FINAL JUDGMENT**

On August 15, 2019 the Court entered an Interlocutory Default Judgment As To Liability Against Defendant BEO Properties, LLC. The Court ordered Plaintiff Sandra Fenn (“Plaintiff”) shall have and recover from Defendant BEO Properties such damages as would be proved at time of trial. The Court further ordered all costs of court expended or incurred were adjudged against BEO Properties. On July 21, 2020, the Court considered and granted Plaintiff’s Motion to Have Admissions Deemed and ordered Plaintiff’s First Request for Admissions be deemed admitted against Defendant Romie O. Ogbolu (“Defendant”).

On or about July \_\_, 2021, the Court considered Plaintiff Sandra Fenn’s Motion for Summary Judgment as to Defendant Romie O. Ogbolu (“Plaintiff’s Motion”). The Court, having reviewed the pleadings and arguments of counsel, makes the following findings:

**Court Findings:**

Defendants unlawfully sold to Plaintiff a security in the form of an investment contract by means of an untrue statement of a material fact or an omission to state a material fact, in violation of Tex. Civ. Stat. Art. 581-33(A)(2), more commonly known as the Texas Securities Act (the “TSA”).

The Court further finds that Defendants committed acts of misrepresentation, theft, and fraud when Defendant Ogbolu made false, misleading, and/or deceptive acts or practices to induce

Plaintiff into investing into BEO Properties in violation of the Texas Deceptive Trade Practices act "DTPA". The Court finds that Plaintiff was a consumer as defined under the DTPA and that Defendants knowingly committed these acts "knowingly" as it is defined under the DTPA.

The Court further finds that Defendants are in possession of money that in equity and good conscience belonged to Plaintiff.

The Court further finds that Defendants have materially breached the contract they formed with Plaintiff, and Plaintiff has suffered damages as a result.

The Court further finds that Defendants committed fraud against Plaintiff by making material misrepresentations which they intended Plaintiff to rely upon and which Plaintiff did rely upon to her detriment.

The Court finds that Defendants acted jointly and severally in violating the Texas Laws herein mentioned.

There being no remaining dispute of material fact, the Court finds that summary judgment is proper on all causes of action pled in Plaintiff's Motion for Summary Judgment.

**IT IS, THEREFORE ORDERED, ADJUDGED, AND DECREED** that Plaintiff's Motion for Summary Judgment is hereby **GRANTED**, and that Plaintiff shall have and recover from Defendants BEO Properties, LLC, and Romie Ogbolu a judgment for the following:

1. An award of actual damages as a result of the breach of contract, fraud, and violations of the FSA and DTPA in the amount of **\$20,800.00**;
2. An award of treble damages under the DTPA due to a finding that Defendant "knowingly" committed acts in violation of the DTPA in the amount of **\$62,400.00**;
3. An award of attorney's fees in the amount of **\$28,936.25**, for legal services rendered through the trial of this cause;



4. Pre-judgment interest from December 5, 2017 (the date Plaintiff sent her first demand letter to Defendants) on the actual damages of \$20,800.00 at the rate of ten percent (10%) per annum, through the date of June 14, 2021, in the amount of **\$7,330.20** is awarded to Plaintiff. This amount was calculated as follows: \$20,800.00 multiplied by 10% = \$2,080.00 divided by 365 days = \$5.70 interest per day. From December 5, 2017 through June 14, 2021, 1,286 days accrued interest at the rate of \$5.70 per day.  $1,286 \times \$5.70 = \$7,330.20$ .

5. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this Judgment hereby rendered shall earn interest at the rate of five percent (5%) per annum from the date of Judgment until paid.

6. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Defendants are jointly and severally liable for this Final Judgment.

All costs of Court expended or incurred in this cause are hereby **ADJUDGED** against Defendants BEO Properties, LLC and Romie Ogbolu.

All writs and processes for the enforcement and collection of this Judgment or costs of Court may issue as necessary.

All other relief not expressly granted herein is denied. **This judgment finally disposes of all claims and parties and is appealable.**

Signed and entered on this \_\_\_\_\_ day of June 2021.

Signed:  
8/30/2021



JUDGE PRESIDING

**AGREED AS TO FORM:**

/s/ Elizabeth Bohorquez

Elizabeth Bohorquez

State Bar No. 00790328

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**ATTORNEY FOR PLAINTIFF**

**SANDRA FENN**

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