

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS
United States District Court
Southern District of Texas

ENTERED

July 23, 2018

David J. Bradley, Clerk

Aetna Life Insurance Company,

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Plaintiff,

versus

Civil Action H-12-1206

Humble Surgical Hospital, LLC,

Defendant.

In re

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Humble Surgical Hospital, LLC, et al.,

Bankruptcy 17-31078

Bankruptcy 17-31079

Bankruptcy 17-31080

Debtors.

Bankruptcy 17-31081

Opinion on Solanji's Claim

Humble Surgical Hospital agreed to borrow money from MIS Financial. Omar Fustok was Humble's financial director. Fustok asked his cousin, Romy Solanji of MIS Financial, for a loan of one million dollars. MIS Financial agreed to lend Humble only \$750,000. In its agreement with MIS Financial, Humble promised (a) to repay the loan, (b) transfer a tract of land, and (c) assign membership interest. The Trustee says that MIS Financial's net cash disbursement to Humble Surgical was \$339,000. The claim also says that Humble Surgical paid MIS Financial \$382,000 against this debt and deeded the land to MIS.

Solanji says that he and MIS Financial lent Humble \$400,000. As the deal was closing, Solanji says he paid Fustok \$50,000 out of his personal funds and that the remaining \$350,000 was later wired from MIS to Humble. Solanji's loan was unsecured.

MIS Financial says it is owed \$42,671.07 because of incomplete repayment. Although it is unclear how much was paid to Humble, Humble's financial statements contradict this claim and show that Humble repaid its loan with interest. Both parties agree that MIS Financial never lent the remaining \$350,000 of the original \$750,000, in exchange for membership interest. Humble met its obligations under MIS Financial's claim.

Solanji says he is owed \$83,500, but he had no contract with Humble. Humble has no obligation to Solanji. Solanji cannot receive damages for collateral, personal harm resulting from an agreement between two companies even though he may own or work for one of them. The objection to the third proof of claim is sustained.



Signed on July 23, 2018, at Houston, Texas.



Lynn N. Hughes
United States District Judge