No. _____ – _____

IN THE

Supreme Court of the United States

RICHARD HAASE AND Richard Alan Haase;

Petitioner

V.

DEUTSCHE BANK NATIONAL TRUST COMPANY, INC; et al.,

Respondents

On Petition for Writ of Certiorari to the Supreme Court of Texas

APPENDIX

Opinion issued August 29, 2023

In The
Court of Appeals
For The
First District of Texas

NO. 01-20-00854-CV

RICHARD A. HAASE AND RICHARD A. HAASE, Appellants[1]

V.

DEUTSCHE BANK NATIONAL TRUST COMPANY, Appellee

On Appeal from the 400th District Court
Fort Bend County, Texas
Trial Court Case No. 07-DCV-161177

MEMORANDUM OPINION

This appeal involves litigation over a mortgage loan on residential property and a judicial foreclosure of the property. Appellants[2] filed suit asserting several causes of action claiming they were improperly required to pay higher monthly mortgage payments due to the procurement of replacement homeowners' insurance for the property. Appellee counterclaimed for judicial foreclosure of the property. After years

1 Appellants are an individual and a company, both of which are named either "Richard A. Haase" or "Richard Alan Haase." They refer to themselves as Richard A. Haase and Richard Alan Haase interchangeably in various pleadings.

of litigation, including removal and remand of the proceedings to and from federal court, the trial court granted summary judgment in favor of Appellees on Appellants' claims and Appellee's counterclaim for judicial foreclosure. The trial court entered a final judgment in favor of Appellee. At Appellee's request and over the objection of Appellants, the trial court later entered two Nunc Pro Tunc Judgments.

In eight issues, Appellants argue that (1) the trial court abused its discretion in granting Appellee's motion for summary judgment on its counterclaim for judicial foreclosure; (2) a court "cannot impair a contractual obligation"; (3) the trial court lacked jurisdiction to hear Appellee's counterclaim; (4) there are issues of due process; (5) the Nunc Pro Tunc Judgments the trial court issued were improper; (6) federal rulings on Texas law are moot; (7) Appellants have title to the property at issue; and (8) reinstatement of their claims against Appellee is required.

We affirm.

Background[3]

The history of this case began in June 2006, when Richard A. Haase and Audrey L. Haase (the "Haases") executed a Texas Home Equity Note ("Note") for real property in Missouri City, Texas ("Property"). The Note was payable to New Century Mortgage Corporation ("New Century") in the sum of $173,600, payable in monthly installments beginning August 1, 2006. The Note provided that if the Haases defaulted on the payment of any installment and failed to cure the default, the Note

3 Because the 4,624-page clerk's record contains numerous pleadings that do not influence our disposition of this appeal, the background section only references events that are salient to the present appeal.

holder could accelerate the Note, causing the remaining unpaid balance and interest to become due immediately. The Haases executed a Texas Home Equity Security Instrument ("Security Instrument") as security for the Note. The Security Instrument gave the lender the ability to require immediate payment in full, invoke the power of sale and use any other remedies permitted by law if the Haases were to default and fail to cure the default.

In 2008, an assignment of the Note and Security Interest (collectively, the "Loan") to Appellee Deutsche Bank National Trust Company was filed in the real property records of Fort Bend County. According to Deutsche Bank National Trust Company, the "[a]ctual transfer of the Loan to Deutsche occurred in 2006 upon creation of the Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6 with Deutsche serving as trustee."

Countrywide Home Loans, Inc. ("Countrywide") began servicing the Loan in December 2006, and in 2008, Bank of America, N.A. acquired Countrywide becoming Countrywide's successor mortgage servicer. Select Portfolio Servicing, Inc. assumed servicing of the Loan in September 2012.

In April 2007, the Haases' homeowners' insurance policy lapsed. Countrywide purchased an insurance policy for the Property and added the cost of the insurance to the Haases' monthly mortgage payment, as allowed under the Loan. The Haases, who contend they were unaware of the insurance lapse until September 2007,[4] procured homeowners' insurance effective September 2007. Countrywide canceled the insurance

4 The record contains April 22, 2007 and May 6, 2007 letters to the Haases from Countrywide advising them of the insurance lapse.

policy it had obtained for the Property, but charged the Haases for the cost of the insurance it procured during the lapse in coverage. In December 2007, Countrywide sent a letter to the Haases advising them they were in "serious default" because they owed $3,327.52 for the November mortgage and other fees. The letter stated that failure to cure the default by January 2, 2008 would result in an acceleration of the Loan. The Haases failed to cure the default and Deutsche Bank National Trust Company elected to accelerate the entire debt secured by the Security Instrument.[5, 6]

The Haases sued Countrywide on December 31, 2007, and later Bank of America, N.A. and Bank of America Corporation (collectively, "BOA"), for increasing their monthly mortgage payment in connection with the procurement of replacement homeowners' insurance. The Haases asserted claims against Countrywide and BOA for breach of contract, fraud, and violations of the Texas Debt Collection Practices Act and Federal Fair Debt Collection Practices Act. Countrywide filed counterclaims against the Haases for declaratory judgment and breach of contract, alleging the Haases had not paid their mortgage payment since October 2007. Countrywide also sought a judicial foreclosure of the lien on the Property along with an order of sale directing the Property to be sold to satisfy the lien.

The litigation continued in state court and eventually, on August 15, 2011, the Haases filed their seventh amended petition, adding "Deutsche Bank, AG" as a defendant and adding claims for fraud, conspiracy to commit fraud, conversion, and

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5 Countrywide, then the mortgage servicer for the Loan, sent a Notice of Acceleration to the Haases on behalf of Deutsche Bank National Trust Company.

6 New Century transferred its interest under the Loan to Deutsche Bank National Trust Company effective April 23, 2008.

violations of the Texas Constitution and the Texas Deceptive Trade Practices Act. Deutsche Bank National Trust Company, as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6 filed an answer[7] and counterclaims against the Haases for declaratory judgment and judicial foreclosure seeking an order from the trial court authorizing judicial foreclose of the Property and an order of sale directing the Property to be sold in satisfaction of its lien.

In April 2012, BOA and Deutsche Bank National Trust Company filed a traditional and no-evidence motion for summary judgment on the claims asserted by the Haases,[8] and Deutsche Bank National Trust Company also filed a summary judgment motion on its foreclosure counterclaim.[9] In May 2012, the Haases filed their Eighth Amended Petition adding Morgan Stanley ABS Capital I, Inc. as a named defendant, among others, and asserting an additional claim for violation of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601, et seq. Three days later, on May 18, 2012, the case was removed to the United States District Court for the Southern District of Texas.

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7 Deutsche Bank National Trust Company alleged it had been improperly named by the Haases as Deutsche Bank, AG.

8 The live pleading at the time was the Haases' Seventh Amended Petition. Deutsche Bank National Trust Company and BOA moved for summary judgment on the Haases' claims "for breach of contract, violation of Article XVI Section 50(A) of the Texas Constitution, unfair collection practices and deceptive trade practices, fraud, conspiracy, and conversion."

9 Previously, on September 22, 2011, the trial court granted Countrywide's motion for summary judgment on the Haases' claims against it and denied the Haases' motion for summary judgment as to their claims against Countrywide. As a result, only the Haases' claims against BOA and Deutsche Bank

On December 5, 2012, the federal court granted motions to dismiss filed by three of the state court defendants[10] and granted partial summary judgment motions filed by Deutsche Bank National Trust Company and BOA. The remainder of the claims were remanded to the state trial court. The Haases unsuccessfully appealed the federal order to the United States Court of Appeals for the Fifth Circuit and the U.S. Supreme Court denied the Haases' petition for writ of certiorari.

After the Haases added new federal claims in their Ninth Amended Petition, filed in state court on October 16, 2015, the defendants again removed the case to the United States District Court for the Southern District of Texas.[11] In February 2016, the federal court issued a final judgment dismissing with prejudice all of the Haases' claims asserted in their Ninth Amended Petition and remanding Deutsche Bank National Trust Company's judicial foreclosure claim to state court. The Haases again appealed to the United States Court of National Trust Company (identified as Deutsche Bank, AG in the petition) remained pending. Appeals for the Fifth Circuit, which ultimately dismissed the appeal for want of prosecution.

Deutsche Bank National Trust Company filed its First Amended Counterclaim for judicial foreclosure in state court on October 31, 2018.[12] And on November 15, 2018, Deutsche Bank National Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6 filed a

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10 The federal court granted motions to dismiss filed by Morgan Stanley ABS Capital I, Inc., Bank of America, N.A., and Barrett, Daffin, Frappier, Turner and Engel LLP.

11 In their Ninth Amended Petition, the Haases added the United States and the United States Fifth Circuit Court of Appeals, among others, as defendants.

12 Deutsche Bank National Trust Company filed the First Amended Counterclaim as "Trustee of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6."

second Motion for Summary Judgment on the First Amended Counterclaim for Judicial Foreclosure ("Summary Judgment Motion"). This is the first pleading in the record where the Deutsche party is identified as "Deutsche Bank National Company" as opposed to "Deutsche Bank National *Trust* Company." As discussed below, Deutsche Bank National Trust Company contends the identification of "Deutsche Bank National Company" in its Second Amended Motion for Summary Judgment and subsequent pleadings resulted from the inadvertent omission of the word "Trust" from its complete name.

On December 10, 2018, Appellants Richard A. Haase and RICHARD A. HAASE, an apparent corporation, (collectively, "Haase") filed a Tenth Amended Petition in state court against numerous defendants, asserting claims for breach of contract, violations of the Texas and United States Constitutions, unfair debt collection practices, fraud, and violations of 42 U.S.C. §1985.[13] Among the named defendants were "Deutsche National Bank and Trust Company,"[14] other previously dismissed defendants, the United States of America, the United States Fifth Circuit Court of Appeals, and various federal judges. On December 21, 2018, "Deutsche Bank National Company" filed an answer and affirmative defenses to the Tenth Amended Petition and a supplement to its previous Summary Judgment Motion, seeking summary judgment

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13 Audrey Haase was not a plaintiff in the Tenth Amended Petition and is not a party to this appeal. However, in the Tenth Amended Petition, RICHARD A. HAASE, an apparent corporation, first appeared as a plaintiff.

14 Among others, Haase also named Deutsche Bank USA, Deutsche Bank North America, Deutsche Bank, AG, Morgan Stanley ABS Capital I, Inc., and the Certificate Holders for Morgan Stanley ABS Capital I, Inc. Trust 2006-HE6, Mortgage Pass Through Certificates, Series 2006-HE6 as defendants. Haase did not name Deutsche Bank National Trust Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6 as a defendant. Approximately two weeks later, Haase filed an amended partial and no evidence motion for summary judgment against Deutsche National Bank and Trust Company.

on Haase's Tenth Amended Petition, arguing that all claims asserted in the petition had been previously dismissed with prejudice. That same day, Haase filed an Amended Partial and No-Evidence Motion for Summary Judgment against "Deutsche National Bank and Trust Company."

The trial court granted "Deutsche Bank National Company's" Summary Judgment Motion on February 20, 2019, noting it heard the "second motion for summary judgment on counterclaim" filed by "Deutsche Bank National Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6." The trial court ordered that "Plaintiffs' claims against Defendant are DISMISSED WITH PREJUDICE." Haase did not appeal the summary judgment order.

Seven months later, on September 10, 2019, "Deutsche Bank National Company" filed a motion for judgment nunc pro tunc, seeking to add "details regarding the amounts owed and instructions allowing the sheriff or constable to foreclose on the deed of trust pursuant to Texas constitution art. XVI § 50 (a)(6), the Loan Agreement and TEX. PROP. CODE § 51.002." Haase filed a response and an amended "Response to Deutsche Bank National Company's Motion for Judgment Nunc Pro Tunc and Re-Urge of Objection to Grant of Summary Judgment" on September 23, 2019 and October 14, 2019, respectively, arguing primarily that "Deutsche Bank National Company's" motion for summary judgment should not have been granted,[15] and, separately, that "Deutsche

[15] Haase argued there was no evidence (1) Deutsche Bank National Company was before the court, (2) Deutsche Bank National Company had "Standing or Capacity to Plaintiffs' Mortgage or Homestead," or (3) Deutsche Bank National Company filed a timely claim.

Bank National Company" could not request relief because the assignee of the Loan was "Deutsche Bank National Trust Company," not "Deutsche Bank National Company," whom Haase claimed was not a party to the litigation. Haase also argued that the requested changes sought "further rulings by the Court" and were not clerical in nature, and thus "Deutsche Bank National Company's" motion should be denied. The trial court granted "Deutsche Bank National Company's" motion for judgment nunc pro tunc on December 1, 2020. After considering "Defendant Deutsche Bank National Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6['s] . . . Second Motion for Summary Judgment on Counterclaim," the trial court entered an "Order for Nunc Pro Tunc" that included the amount owed and foreclosure instructions to the sheriff or constable. Haase filed a notice of appeal on December 28, 2020 complaining of the Summary Judgment Order entered on February 20, 2019 and the Order for Nunc Pro Tunc entered on December 1, 2020.

While the present appeal was pending, "Deutsche Bank National Trust Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006HE6, Mortgage Pass-Through Certificates, Series 2006-HE6" filed a second motion for judgment nunc pro tunc on October 12, 2021, asking the trial court to sign a judgment nunc pro tunc correcting the name of the entity for which it had granted the Summary Judgment Motion.[16] Deutsche Bank National Trust Company argued that the omission of the

[16] Deutsche Bank National Trust Company filed the second motion for judgment nunc pro tunc after discovering its name was inaccurate in the Original Judgment and the First Nunc Pro Tunc Judgment. Specifically, the two prior judgments omitted the word "Trust" from the moving party's name.

word "Trust" from its second motion for summary judgment, in the February 20, 2019 Summary Judgment Order, and in the December 1, 2020 Nunc Pro Tunc Judgment was an "inadvertent clerical error." Deutsche Bank National Trust Company explained that the proper party was correctly named in the First Amended Counterclaim for Judicial Foreclosure, upon which the Summary Judgment Motion and the trial court's Summary Judgment Order were based. Haase filed a response to the second motion for judgment nunc pro tunc, arguing again, among other things, that because "Deutsche Bank National Company" was not a party involved in the proceedings and "no such company has filed a claim," it could not request relief.[17] The trial court granted Deutsche Bank National Trust Company's motion and entered a second Nunc Pro Tunc Judgment on November 8, 2021 correcting the moving party's name from "Deutsche Bank National Company" to "Deutsche Bank National *Trust* Company." (Emphasis added.)

Haase, who by then had filed a second and third amended notice of appeal,[18] filed a Fourth Amended Notice of Appeal on December 6, 2021 seeking to appeal the February 20, 2019 Summary Judgment Order, the December 1, 2020 Order for Judgment Nunc Pro Tunc, and the November 8, 2021 Second Order for Judgment Nunc Pro Tunc.

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[17] Haase also argued that the motion should be denied because (1) a counterclaim by "Deutsche Bank National Trust Company is past all applicable statute of limitations," (2) Deutsche Bank National Trust Company "has no standing," (3) the omission of the word "Trust" was not in error or there is a fact question on this issue; and (4) "Defendant used Deutsche Bank National Company to avoid discovery."

[18] In his second and third notices of appeal, filed on January 19, 2021, Haase sought to appeal the February 20, 2019 Summary Judgment Order and the first Nunc Pro Tunc Judgment dated December 1, 2020.

Discussion

A. Standard of Review and Applicable Law

After a trial court loses plenary power over a judgment, it can only correct clerical errors in the judgment by issuing a judgment nunc pro tunc. *Escobar v. Escobar*, 711 S.W.2d 230, 231 (Tex. 1986).[19] The trial court has plenary power to correct a clerical error made in *entering* final judgment, but it cannot correct a judicial error made in rendering a final judgment. *Id.* (citing *Comet Aluminum Co. v. Dibrell,* 450 S.W.2d 56 (Tex. 1970)).[20] A judgment rendered to correct a judicial error after the trial court's plenary power expired is void. *Hernandez v. Lopez*, 288 S.W.3d 180, 185 (Tex. App.—Houston [1st Dist.] 2009, no pet.) (citing *Dikeman v. Snell*, 490 S.W.2d 183, 186 (Tex. 1973)).

The determination of whether an error in a judgment is judicial or clerical is a question of law. *Escobar*, 711 S.W.2d at 232 (citing *Finlay v. Jones*, 435 S.W.2d 136 (Tex. 1968)). "The salient distinction between 'clerical' and 'judicial' errors lies in the exercise of the judgmental offices of the court. A clerical error is one which does not result from judicial reasoning or determination." *Andrews v. Koch*, 702 S.W.2d 584, 585 (Tex. 1986). "In contrast, a judicial error arises from a mistake of law or fact that requires judicial reasoning or determination to correct." *SLT Dealer Grp., Ltd. v. AmeriCredit Fin. Servs., Inc.*, 336 S.W.3d 822, 832 (Tex. App.—Houston [1st Dist.]

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[19] "The purpose of a judgment *nunc pro tunc* is to make the court's records 'speak the truth by correcting the record at a later date to reflect what actually occurred at trial.'" *Hawk v. E.K. Arledge, Inc.*, No. 05-01-01144-CV, 2002 WL 1225917, at *5 (Tex. App.—Dallas June 6, 2002, pet. denied) (quoting *Ex parte Hogan*, 916 S.W.2d 82, 85 (Tex. App.—Houston [1st Dist.] 1996, orig. proceeding)).

[20] "The court can only correct the entry of a final written judgment that incorrectly states the judgment actually rendered." *Escobar v. Escobar*, 711 S.W.2d 230, 231–32 (Tex. 1986).

2011, no pet.) (citing *Butler v. Cont'l Airlines, Inc.*, 31 S.W.3d 642, 647 (Tex. App.—Houston [1st Dist.] 2000, pet. denied)).

A judgment nunc pro tunc "should be granted if the evidence is clear and convincing that a clerical error was made." *Riner v. Briargrove Park Prop. Owners, Inc.*, 976 S.W.2d 680, 683 (Tex. App.—Houston [1st Dist.] 1997, no writ) (citing *Pruet v. Coastal States Trading, Inc.*, 715 S.W.2d 702, 705 (Tex. App.— Houston [1st Dist.] 1986, no writ)). Evidence may be in the form of oral witness testimony, written documents, prior judgments, docket entries, or the trial court judge's recollection. *Hernandez*, 288 S.W.3d at 185 (citing *Riner*, 976 S.W.2d at 683). When no findings of fact or conclusions of law are filed, "the trial court's judgment implies all findings of fact necessary to support it." *Wittau v. Storie*, 145 S.W.3d 732, 736 (Tex. App.—Fort Worth 2004, no pet.) (citing *Pharo v. Chambers Cnty.*, 922 S.W.2d 945, 948 (Tex. 1996)). We review any implied factual determinations under "traditional legal and factual sufficiency standards" but we are not bound by any legal determination the trial court made regarding the nature of any error in the original judgment. *Id.*

B. The February 20, 2019 Summary Judgment Order

In his first, second, third, fourth, and seventh issues, Haase complains of the trial court's February 20, 2019 Order granting summary judgment in favor of "Deutsche Bank National Company."[21] In response, Deutsche Bank National Trust Company argues that Haase did not timely perfect his appeal of the Summary Judgment Order.

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21 In his first issue, Haase complains generally of the trial court's order granting the Summary Judgment Motion without specifying the reasons for his challenge. Haase argues in his second issue that the Summary Judgment Order impaired a contractual obligation between Haase and "Deutsche Bank." In his third issue, Haase asserts the trial court erred in granting summary

The Summary Judgment Motion filed by "Deutsche Bank National Company" sought to dispose of the First Amended Counterclaim for Judicial Foreclosure filed by "Deutsche Bank National Trust Company" on October 31, 2018.[22] "Deutsche Bank National Company" filed a supplement to its Summary Judgment Motion on December 21, 2018, to move for summary judgment on claims asserted by Haase in its Tenth Amended Petition.[23] On February 20, 2019, the trial court granted the Summary Judgment Motion, dismissing Haase's claims with prejudice and granting relief in favor of "Deutsche Bank National Company" on its counterclaim ("Summary Judgment Order"). The Summary Judgment Order states:

> On this date, the Court heard Defendant Deutsche Bank National Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006HE6's *Second Motion for Summary Judgment on Counterclaim*. The parties appeared before the Court for the hearing on the motion. After considering the pleadings, motion, response, evidence on file, and arguments of counsel, the Court hereby GRANTS summary judgment on counterclaim for Defendant.
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> The Court ORDERS that Plaintiffs' claims against Defendant are DISMISSED WITH PREJUDICE.

(Emphasis in original.) Haase filed his notice of appeal on December 28, 2020, nearly two years after the trial court signed the Summary Judgment Order.

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judgment because "Deutsche Trust" lacked standing to assert a counterclaim and the claim violated the statute of limitations. In his fourth issue, Haase argues his due process rights were violated during the summary judgment proceeding. In his seventh issue, Haase argues that according to Fort Bend County property records, only he has title to the Property.

22 "Deutsche Bank National Company" filed the Summary Judgment Motion as "Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6."

23 "Deutsche Bank National Company" filed the supplement as "Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6."

Absent a timely filed notice of appeal, we lack jurisdiction over the appeal. *See* TEX. R. APP. P. 25.1. Generally, a notice of appeal of a final judgment must be filed within thirty days after the entry of judgment. TEX. R. APP. P. 26.1. When a party timely files certain post-judgment motions, the deadline to file a notice of appeal is extended to 90 days after the entry of judgment. *See* TEX. R. APP. P. 26.1(a). Rule 26.1(a)(1)–(3) provides that a notice of appeal must be filed within 90 days of the judgment if a motion for new trial, motion to modify judgment, or motion to reinstate under Texas Rule of Civil Procedure 165a is filed within thirty days after the judgment is signed. TEX. R. APP. P. Rule 26.1(a)(1)–(3).

A motion that has the same effect as a motion to modify, correct, or reform the judgment may extend the appellate timetables pursuant to Texas Rule of Appellate Procedure 26.1(a)(1)–(3). *See In re T.G.*, 68 S.W.3d 171, 176 (Tex. App.—Houston [1st Dist.] 2002, pet. denied) (observing that "a rule 329b motion for new trial or to modify, correct, or reform the judgment, *or a motion that has the same effect*, is the only means by which a party may extend the appellate timetables and the trial court's plenary power over its judgment") (emphasis added); *see also Lane Bank Equip. Co. v. Smith S. Equip., Inc.,* 10 S.W.3d 308, 313 (Tex. 2000) (noting appellate timetables run from date of new judgment if judgment is modified, corrected, or reformed "in any respect").

Haase filed an "Objection to Summary Judgment Award to Deutsche Bank National Company" ("Objection") on March 14, 2019. Assuming, without deciding, that Haase's Objection extended the date to perfect Haase's appeal of the Summary

Judgment Order to ninety days after its entry, Haase still failed to file a timely notice of appeal. The Summary Judgment Order was entered on February 20, 2019. Thus, the deadline to appeal the Summary Judgment Order expired on May 21, 2019, ninety days after the Summary Judgment Order was signed.[24] TEX.R. APP. P. 26.1(a). Haase did not file his notice of appeal of the Summary Judgment Order until December 28, 2020, nearly nineteen months after the deadline. Because Haase's notice of appeal was not timely filed, this Court lacks jurisdiction over the appeal of the Summary Judgment Order. *See Torres v. Cheniere Energy, Inc.*, No. 01-22-00659-CV, 2022 WL 17346208, at *1 (Tex. App.—Houston [1st Dist.] Dec. 1, 2022, pet. denied) (mem. op.) ("If a party fails to timely file a notice of appeal, we have no jurisdiction to address the merits of that party's appeal."); *In re K.L.L.*, 506 S.W.3d 558, 560 (Tex. App.—Houston [1st Dist.] 2016, no pet.) ("Without a timely filed notice of appeal, this Court lacks jurisdiction over the appeal.").

Haase proceeds in his original appellate brief and in his reply brief as if this Court has jurisdiction over the appeal of the Summary Judgment Order, but he also argues for the first time in his reply brief that although this Court has jurisdiction over the appeal of the Summary Judgment Order, the Summary Judgment Order "cannot be"

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24 On March 18, 2019, Haase filed "Requests for Findings of Fact and Conclusion of Law" requesting that the trial court "file such findings of fact and conclusions of law in regard to" its summary judgment rulings. Because "[f]indings of fact and conclusions of law have no place in a summary judgment proceeding," the filing of Haase's Requests did not extend the appellate deadlines for him to challenge the Summary Judgment Orders. *See August v. Williams*, No. 01-00-00063-CV, 2002 WL 595079, at *1 (Tex. App.—Houston [1st Dist.] Apr. 18, 2002, no pet.) (mem. op.) ("The trial court should not make, and an appellate court cannot consider, findings of fact in connection with a summary judgment.") (citing *IKB Indus. (Nig.) Ltd. v. Pro-Line Corp.*, 938 S.W.2d 440, 441 (Tex. 1997)); *see also* TEX. R. APP. P. 26.1(a)(4). And even if they had, Haase's Notice of Appeal, filed twenty-one months later, on December 28, 2020, was not timely. *See* TEX. R. APP. P. 26.1(a) (notice of appeal must be filed within 90 days after judgment is signed if certain post-judgment motions are filed).

a final judgment. Haase argues that "Deutsche Bank National Trust Company," having been identified in the Summary Judgment Order as "Deutsche Bank National Company," was neither a defendant nor a counterclaimant in the trial court, and thus the claims in his Tenth Amended Petition remain pending, rendering the Summary Judgment Order interlocutory "at best."

If, as Haase contends, the Summary Judgment Order is interlocutory in nature, that is an additional reason why we lack jurisdiction over his appellate issues challenging the entry of summary judgment in favor of Deutsche Bank National Trust Company. *See Qwest Commc'ns Corp. v. AT & T Corp.*, 24 S.W.3d 334, 336 (Tex. 2000) ("An appellate court lacks jurisdiction to review an interlocutory order unless a statute specifically authorizes an exception to the general rule, which is that appeals may only be taken from final judgments."); *Lehmann v. Har-Con Corp.*, 39 S.W.3d 191, 195 (Tex. 2001) ("[T]he general rule, with a few mostly statutory exceptions, is that an appeal may be taken only from a final judgment."). In any event, because we conclude below that Deutsche Bank National Trust Company was the summary judgment movant who obtained summary judgment relief on its counterclaim and Haase's live claims, we do not agree that the Summary Judgment Order is interlocutory.

We therefore dismiss Haase's first, second, third, fourth, and seventh issues complaining of the February 20, 2019 Summary Judgment Order for lack of jurisdiction.

C. The Judgments Nunc Pro Tunc

In his fifth issue, Haase argues that the Judgments Nunc Pro Tunc were improper because they corrected judicial rather than clerical errors.

The Summary Judgment Motion on Deutsche Bank National Trust Company's foreclosure counterclaim stated that Haase owed at least $395,537.61 as of October 12, 2018, "which consists of unpaid principal, accrued interest, miscellaneous fees and costs, and unpaid escrow balance." The Note, which was attached to the Summary Judgment Motion, stated that interest was payable at an annual rate of 7.75 percent.[24] The Summary Judgment Order grants judgment in favor of "Deutsche Bank National Company" on its counterclaim, but it does not include the amounts owed or any foreclosure instructions.

Texas Rule of Civil Procedure 309 provides:

Section 304.002 of the Texas Finance Code states:

> A money judgment of a court of this state on a contract that provides for interest or time price differential earns post judgment interest at a rate equal to the lesser of: the rate specified in the contract, which may be a variable rate; or 18 percent a year.
>
> TEX. FIN. CODE § 304.002.
>
> Judgments for the foreclosure of mortgages and other liens shall be that the plaintiff recover his debt, damages and costs, with a foreclosure of the plaintiff's lien on the property subject thereto, and, except in judgments against executors, administrators and guardians, that an order of sale shall issue to any sheriff or any constable within the State of Texas, directing him to seize and sell the same as under execution, in satisfaction of the judgment[.]

TEX. R. CIV. P. 309. "Deutsche Bank National Company" filed its first Motion for Judgment Nunc Pro Tunc asking the trial court to correct its Summary Judgment Order to include the amounts owed and the instructions to the sheriff or constable to effectuate foreclosure of the Property. The trial court granted the motion and entered its first Judgment Nunc Pro Tunc, which included information and instructions allowing the sheriff or constable to foreclose on the Property. It also provided that Haase "is indebted to Defendant, its successors and assigns" for the following:

> (1) $395,537.61 which consists of unpaid principal, accrued interest, miscellaneous fees and unpaid escrow balance; (2) pursuant to the terms of the Note, interest in the amount of 7.75% from October 12, 2018 until the date of judgment; pursuant to the Texas Finance Code §304.002, post-judgment interest at a rate of 7.75% as evidenced by the Note; (3) court costs as determined by the Clerk of the Court; and (4) fees and costs due the Sheriff or Constable's office that conducts the foreclosure sale under Tex. R. Civ. P. 309.

In its second Motion for Judgment Nunc Pro Tunc, "Deutsche Bank National Trust Company" asked the trial court to amend the first Judgment Nunc Pro Tunc "because the word 'Trust' was inadvertently omitted from the moving party's name and the judgment." The trial court granted the motion, correcting the name of the party for whom it had granted summary judgment from "Deutsche Bank National Company" to "Deutsche Bank National Trust Company." Because the second judgment nunc

pro tunc superseded the first judgment nunc pro tunc, we address Haase's arguments as they concern the second judgment nunc pro tunc.[25,26]

1. The Addition of the Foreclosure Terms

Haase argues that the insertion of the foreclosure instructions and the amounts owed in the judgment nunc pro tunc "changes judicial determination of the Original Judgment" and "are obviously judicial determinations and not clerical." Deutsche Bank National Trust Company responds that the changes made to the final judgment were clerical, and not judicial determinations. Deutsche Bank National Trust Company argues that the trial court's insertion of foreclosure instructions to the sheriff or constable in the final judgment tracks Texas Rule of Civil Procedure 309. It further argues that the included amounts owed were "conclusively established in

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25 We do not address the merits of Haase's argument concerning the validity of the final judgment or the ordered foreclosure because when, as here, a trial court enters a judgment nunc pro tunc after its plenary power has expired, our jurisdiction is limited and we have "no authority to hear any complaint that could have been presented in an appeal from the original judgment or the final judgment." TEX. R. APP. P. 4.3(b); *see also Pruet v. Coastal States Trading, Inc.*, 715 S.W.2d 702, 704 (Tex. App.—Houston [1st Dist.] 1986, no writ) (explaining that if judgment nunc pro tunc is entered after expiration of trial court's plenary power, appellate court "has no authority to hear any complaint that could have been presented in an appeal from the original judgment."); *Daniels v. Comm'n for Lawyer Discipline*, 142 S.W.3d 565, 569 n.3 (Tex. App.—Texarkana 2004, no pet.) ("[A] judgment nunc pro tunc entered after expiration of plenary power operates to restart the appellate timetable, but only with respect to any complaint that would not be applicable to the original judgment."); *Canada v. Wells Fargo Bank, N.A.*, No. 2-07-437-CV, 2009 WL 279379, at *2 (Tex. App.—Fort Worth.

26 *See* TEX. R. CIV. P. 301 ("Only one final judgment shall be rendered in any cause except where it is otherwise specially provided by law.") *See generally Kaminetzky v. Choice Acquisitions No. Four, Inc.*, No. 14-02-00761-CV, 2003 WL 358725, at *1 (Tex. App.—Houston [14th Dist.] Feb. 20, 2003, no pet.) (mem. op.) ("The notice of appeal mentions a Nunc Pro Tunc Order signed on March 5, 2002, which . . . amends and supersedes two previous orders of dismissal concerning other parties."); *Lindsey v. Panhandle Const. Co.*, 46 S.W.2d 339, 342 (Tex. Civ. App.—Amarillo 1932) ("Where the original judgment has been superseded by another judgment entered nunc pro tunc at a subsequent term of the court, the appeal must be from the last judgment[.]"), *aff'd*, 72 S.W.2d 1068 (Tex. 1934); *Euston v. Euston*, 759 S.W.2d 788, 790 (Tex. App.—El Paso 1988, no writ) ("We have only concerned ourselves with the nunc pro tunc decree, since we consider it to have superseded the earlier judgment and is the only appealable judgment."); *Gentry v. McKnight Const. Co.*, 449 S.W.2d 287, 287 (Tex. App.— Texarkana 1969, writ ref'd n.r.e.) ("The original judgment entered was superseded by a nunc pro tunc judgment.")

[Deutsche Bank's] Second Motion for Summary Judgment, were admitted into evidence, and were not rebutted." We agree with Deutsche Bank National Trust Company that these changes are clerical in nature. *Canada v. Wells Fargo Bank, N.A.*, No. 2-07-437-CV, 2009 WL 279379 (Tex. App.—Fort Worth Feb. 5, 2009, no pet.) (mem. op.) is instructive. As in the present case, the trial court's original order in *Canada* did not include the "order of sale" language required by Texas Rule of Civil Procedure 309. *Id.* at *2. The court of appeals held that the "order of sale language" included in the second corrected summary judgment did not "effect a substantive change in the court's Feb. 5, 2009, no pet.) (mem. op.) ("To the extent that Canada attempts to raise complaints [in appeal of corrected judgment] that could have been presented in an appeal from the . . . severance order, her appeal is untimely.") order" but simply "added necessary directions for carrying the judgment into effect." *Id.* (citing *Dickens v. Willis*, 957 S.W.2d 657, 659 (Tex. App.—Austin 1997, no pet.)). The court stated, "The order of sale was more of a ministerial act incident to the final judgment, akin to a writ of execution." *Id.* Similarly in the present case, the Summary Judgment Order granted judgment on Deutsche Bank National Trust Company's counterclaim for judicial foreclosure. The Summary Judgment Motion identified the relief sought (judicial foreclosure on the Property and payment of unpaid principal, interest, fees and costs, and unpaid escrow balance) and the amounts owed. We thus conclude that the trial court's inclusion of foreclosure instructions and the "debt, damages and costs" owed, all of which were required to effect foreclosure of the Property, was not a judicial determination, but rather a

correction intended to add directions necessary to carry the judgment into effect. *See* TEX. R. CIV. P. 309 *Willow Vista Estates Homeowners Ass'n, Inc. v. Haight*, No. 02-12-00432CV, 2013 WL 4506821 (Tex. App.—Fort Worth Aug. 22, 2013, no pet.) (mem. op.) also is illustrative. In that case, the Willow Vista Estates Homeowners Association ("the HOA") sought to foreclose upon the property of a homeowner ("Haight") who refused to pay the required HOA assessments. *Id.* at *1. The HOA sued Haight, who failed to pay after repeated demands and failed to appear or file an answer. *Id.* The HOA sought a default judgment to foreclose upon Haight's property. *Id.* After a hearing, the trial court held it would grant the default judgment except for the right to foreclose. *Id.* The HOA submitted a proposed interlocutory default judgment that stated the amount of damages Haight owed. *Id.* The trial court stated it would sign the interlocutory default judgment but inadvertently failed to do so. *Id.* After a second hearing, the trial court granted the default judgment, which stated the HOA "shall be permitted to foreclose upon the property as requested." *Id.* The default judgment omitted the amount of damages awarded. *Id.*

The HOA filed a motion for judgment nunc pro tunc requesting that the judgment be corrected to include the amount of Haight's debt. *Id.* The trial court denied the motion, explaining it had lost plenary power to modify the final default judgment. *Id.* The court of appeals reversed the trial court because the trial court had agreed to sign the proposed interlocutory judgment setting the owed amounts. *Id.* at *2. The HOA did not assert, and the trial court did not find, that the amounts were incorrect. "The HOA only complain[ed] that their absence from the final judgment

ma[de] it impossible for them to foreclose on Haight's property." *Id.* (citing TEX. R. CIV. P. 309). The reviewing court noted that the trial court intended but failed to sign the interlocutory judgment reflecting the amount of damages, signing instead the default judgment that stated the HOA could foreclose on Haight's property. *Id.* The appellate court stated, "The expiration of its plenary power over the final judgment did not prevent [the trial court] from entering the judgment nunc pro tunc to reflect the relief that it granted to the HOA." *Id.* The court held the failure to identify the amount of damages in the final default judgment was a clerical error. *Id.*

Here, the Judgment Nunc Pro Tunc does not alter the original judgment but clarifies it. As noted, the Summary Judgment Motion sought judicial foreclosure and payment of unpaid principal, interest, fees and costs, and unpaid escrow balance and identified the amounts owed as of that time. In granting the relief sought in the motion for judgment nunc pro tunc, no judicial reasoning or determination was warranted. The Judgment Nunc Pro Tunc merely made it possible for Deutsche Bank National Trust Company to obtain the relief granted by the trial court. *See Trident Steel Corp. v. Wiser Oil Co.*, 223 S.W.3d 520, 530 (Tex. App.—Amarillo 2006, pet. denied) (holding judgment nunc pro tunc that added beginning and ending date of accrual of prejudgment interest corrected clerical, not judicial error)[27]; *Petroleum Equip. Fin. Corp. v. First Nat'l Bank of Fort Worth*, 622 S.W.2d 152, 154 (Tex. App.—Fort Worth 1981, writ ref'd n.r.e.) (holding summary judgment that identified interest owed but

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27 *But see Lecompte v. Providian Nat'l Bank*, No. 01-04-00570-CV, 2005 WL 2615327, at *3 (Tex. App.—Houston [1st Dist.] Oct. 13, 2005, no pet.) (mem. op.) (holding judgment nunc pro tunc that added date on which prejudgment interest on sworn account began to accrue corrected judicial error) (citing *Comet Aluminum Co. v. Dibrell*, 450 S.W.2d 56, 59 (Tex. 1970)).

omitted principal amount owed, which was identified in summary judgment motion, contained clerical error that could be remedied by judgment nunc pro tunc).

Relying on *Comet Aluminum Co. v. Dibrell*, 450 S.W.2d 56 (Tex. 1970) (orig. proceeding), Haase argues that because "[s]imple inclusion of prejudgment interest is a judicial error, . . . it is obvious that [inclusion of an] amount owed and an order for law enforcement authorities to seize Real Property are judicial determinations." *Comet* is inapposite. Comet sought recovery of money owed under a debt, interest, and attorney's fees. *Id.* at 57. After a trial, the judge orally pronounced judgment on the debt, but not the interest or attorney's fees. Later, the court signed a judgment awarding the amount of the debt plus interest and costs. *Id.* The defendant moved to remove the award of interest from the judgment and the judge denied the motion. *Id.* Subsequently, the judge rendered and entered a judgment nunc pro tunc that eliminated the interest award because the interest "had not been rendered" before and its award was a clerical error. *Id.* The Supreme Court held that the written judgment awarding interest was a "rendition" of judgment as to that item and not a mere entry of judgment on that claim. *Id.* at 59. As such, the subsequent nunc pro tunc judgment "purporting to eliminate the item as clerical was void."[28] *Id.*

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28 *See also Trident Steel Corp. v. Wiser Oil Co.*, 223 S.W.3d 520, 530 (Tex. App.— Amarillo 2006, pet. denied) ("In *Comet Aluminum* the supreme court held the removal of prejudgment interest previously awarded was not a clerical error."); *Alanis v. Tex. Dep't of Protective & Regulatory Servs.*, No. 01-96-01022-CV, 1998 WL 608332, at *8 n.19 (Tex. App.—Houston [1st Dist.] Aug. 27, 1998, pet. denied) (not designated for publication) ("The [*Comet*] court held that (1) judgment had not been rendered on plaintiff's prejudgment interest claim by the earlier, oral pronouncement; therefore, (2) the written judgment (which included prejudgment interest) was a rendition, not a mere entry, of judgment on that claim; and, thus, (3) the written judgment awarding prejudgment interest could not be corrected nunc pro tunc. Here, in contrast, the trial court orally rendered its decree on the jury verdict in its entirety; no ground was excluded at that time or later added by the written decree.") (internal citation omitted).

Unlike *Comet*, the trial court here did not neglect to award interest. It instead granted the Motion for Summary Judgment in which "Deutsche Bank National Company" requested summary judgment on its foreclosure counterclaim and requested recovery of the total amount due on the Loan consisting of "unpaid principal, accrued interest, miscellaneous fees and costs, and unpaid escrow balance." Thus, by including the amount due, including interest, and further including foreclosure instructions in its Judgment Nunc Pro Tunc, the trial court merely reflected the relief it awarded in granting the Summary Judgment Motion.

We believe this case is more closely aligned with *Delaup v. Delaup*, 917 S.W.2d 411 (Tex. App.—Houston [14th Dist.] 1996, no writ). In *Delaup*, a divorce case, the parties agreed to a settlement, which the trial judge approved and adopted. *Id.* at 412–13. The divorce decree the trial court signed, however, "omitted several key aspects of the agreed settlement, including a provision for contractual alimony and a customized child custody provision." *Id.* at 413. The appellee discovered the omission and filed a motion to enter judgment nunc pro tunc, and the trial court granted the motion. *Id.* The appellant contended the trial court erred by making "substantial changes" to the final judgment after the expiration of its plenary power, but the court of appeals disagreed.

In the present case, the judgment was rendered when the trial court adopted the agreed settlement read into the record as the judgment of the court. The judge rendered his decision orally, on the record, announcing, "[T]he divorce is granted and all matters subject to the agreement are approved and so ordered and that's the order of the Court."

Thus, the final written judgment of November 7, 1991, because it omitted several key aspects of the agreed settlement, incorrectly stated the terms of the judgment rendered. This is exactly the situation where a judgment nunc pro tunc should be entered. *Id.* Similarly, in the present case, the original judgment granted the relief sought in "Deutsche Bank National Company's" Motion for Summary Judgment. As in *Delaup*, the Summary Judgment Order "omitted several key aspects" of the relief Deutsche Bank National Company sought in its Motion. But the relief sought in the Summary Judgment Motion was still granted. *See Bay Title Co. v. Thornton*, No. 01-86 00049-CV, 1987 WL 5865, at *6 (Tex. App.—Houston [1st Dist.] Jan. 29, 1987, writ ref'd n.r.e.) (not designated for publication) (holding trial court was "correct in its judgment nunc pro tunc in allowing prejudgment interest" in case where plaintiff sought declaratory judgment regarding easement).

2. The Moving Party's Name

Haase argues that the Judgment Nunc Pro Tunc corrected a judicial error by changing the name of the summary judgment movement from "Deutsche Bank National Company" to "Deutsche Bank National Trust Company" because:

[T]here is overwhelming evidence to indicate that use of the Nonentity [Deutsche Bank National Company] was intentional. It is beyond reason that Lender would use the Non-entity a total of twelve (12) times and not do so intentionally; it is further beyond comprehension to use the Non-entity twelve (12) times in the face of Plaintiff's evidenced argument against eleven (11) times; and the last eleven (11) be an error.

Deutsche Bank National Trust Company responds that it "was and remains today the proper entity:"

[T]he Court's record and the real property records incontrovertibly demonstrate that the Trust [Deutsche Bank National Trust Company] is the mortgagee by virtue of the Assignment, that Haase asserted claims against the Trust, that the Trust filed no less than six pleadings in the instant matter, and perhaps most importantly, that the Trust filed the First Amended Counterclaim for judicial foreclosure which was the subject of the November 15, 2018 second motion for summary judgment and the Original Judgment.

We are not persuaded that the change of the name "Deutsche Bank National Company" to "Deutsche Bank National Trust Company" corrects a judicial error. It is well-settled that a judgment nunc pro tunc may be entered to correct the legal name of the party for whom or against a judgment is rendered. *Carlyle Real Estate Ltd. P'ship-X v. Leibman*, 782 S.W.2d 230, 233 (Tex. App.—Houston [1st Dist.] 1989, no writ) (holding when Carlyle Real Estate Limited Partnership–X left "X" out of its name in original petition and original judgment carried same error, judgment nunc pro tunc corrected clerical error to accurately reflect legal name of party); *see also Whicker v. Taylor,* 422 S.W.2d 609, 610–11 (Tex. Civ. App.— Waco 1967, no writ) (holding judgment nunc pro tunc properly corrected name of plaintiff whose initials were transposed in original judgment); *Hawk v. E.K. Arledge, Inc.*, No. 05-01-01144-CV, 2002 WL 1225917, at *1 (Tex. App.—Dallas June 6, 2002, pet. denied) (holding failure to include "In Liquidation" after party's name in judgment was clerical error

that could be corrected by judgment nunc pro tunc, observing that "[a] judgment *nunc pro tunc* may properly be entered to 'accurately reflect the legal name of the party against whom judgment was rendered.'"); *Union Square Fed. Credit Union v. Clay*, No. 2-07-167-CV, 2009 WL 1099434, at *7 (Tex. App.—Fort Worth Apr. 23, 2009, no pet.) (mem. op.) (holding use of defendant's wrong initial in judgment was clerical error that could be corrected by judgment nunc pro tunc); *cf. Kendall v. Johnson*, 212 S.W.2d 232, 236–37 (Tex. App.—San Antonio 1948, no writ) (holding judgment rendered against Murphy Products Co. was properly corrected to show true name of corporation was Murphy Products Company of San Antonio); *Kaminetzky v. Park Nat'l Bank of Houston*, No. 01-96-01002-CV, 2001 WL 832350, at *7–8 (Tex. App.—Houston [1st Dist.] July 19, 2001, pet. denied) (mem. op.) (holding improper reference to "Acquisition" rather than "Acquisitions" in naming corporation did not invalidate judgment against corporation in absence of allegation that wrong parties were initially served).

We further note that it was "Deutsche Bank National Trust Company" that filed the first amended counterclaim for judicial foreclosure, which was the subject of the Summary Judgment Motion and the Summary Judgment Order. From 2011, when Deutsche Bank National Trust Company initially appeared in the litigation, through November 15, 2018, the party consistently used the name Deutsche Bank National Trust Company in all of its pleadings. It was not until November 15, 2018, when the Summary Judgment Motion was filed that the word "Trust" was omitted form the moving party's name. And it is apparent from the record that the omission was in

error. There is no allegation that Haase lacked notice of the claim rendered against him or the entity for whom relief was granted. Indeed, Haase acknowledged in his response to "Deutsche Bank National Trust Company's" second Motion for Judgment Nunc Pro Tunc that "Deutsche Bank National Trust Company" filed an original and a first amended counterclaim against Haase for judicial foreclosure. And Haase also acknowledged that in April 2012, "Deutsche Bank National Trust Company" filed its "traditional and no evidence motion for summary judgment against Plaintiff's claims" and its "original motion for summary judgment against Plaintiffs on counterclaim for judicial foreclosure . . .").

Because Deutsche Bank National Trust Company was the correct movant and entity seeking judicial foreclosure, the trial court's correction of the movant's name in its Judgment Nunc Pro Tunc was clerical in nature and did not result from judicial reasoning or determination. *See Andrews*, 702 S.W.2d at 585; *see also W. Tex. State Bank v. Gen. Res. Mgmt. Corp.*, 723 S.W.2d 304, 307 (Tex. App.— Austin 1987, writ ref'd n.r.e.) ("It is significant to note, that in all cases we located where a misrecital of a name was held to be a clerical rather than judicial error, the name as incorrectly entered was so substantially similar to have given notice to the non-prevailing party of a judgment against it.").

We overrule Haase's fifth issue.

D. The Federal Rulings

In his sixth issue, Haase argues that the U.S. District Judges who presided over the removed cases violated the Tenth Amendment of the U.S. Constitution by granting summary judgment on claims involving Texas law. And in his eighth issue, Haase complains that the claims dismissed by the federal district judges should be reinstated.

We lack jurisdiction to review the federal orders for two reasons. First, Haase's Fourth Amended Notice of Appeal did not identify the federal orders as orders from which an appeal is sought. "A notice of appeal must 'state the date of the judgment or order appealed from.'" *Hernandez a/n/f of M.R. v. Bradford*, No. 01-21-00500-CV, 2023 WL 2169943, at *4 (Tex. App.—Houston [1st Dist.] Feb. 23, 2023, no pet. h.) (mem. op.) (quoting TEX. R. APP. P. 25.1(d)(2)). And second, this Court lacks jurisdiction to disturb the rulings of federal judges. *See* TEX. GOV'T CODE § 22.220(a) ("Each court of appeals has appellate jurisdiction of all civil cases within its district of which the district courts or county courts have jurisdiction when the amount in controversy or the judgment rendered exceeds $250, exclusive of interest and costs."); *see also In re Murphy*, No. 08-02-00172CR, 2002 WL 1729945, at *1 (Tex. App.—El Paso July 25, 2002, orig. proceeding) (mem. op.) ("It is axiomatic that this Court lacks the authority to entertain [relator's] petition because it cannot review decisions of the federal courts."); *Cuellar v. Livingston*, No. 03-13-00304-CV, 2013 WL 4516142, at *1 (Tex. App.—Austin Aug. 22, 2013, no pet.) (mem. op.) ("We may only exercise jurisdiction over causes that arise out of the State-level district or

county courts within our district and are without jurisdiction over the federal courts.").

We overrule Haase's sixth and eighth issues.

Conclusion

We dismiss Haase's appeal of the trial court's Summary Judgment Order and the federal district court's orders for lack of jurisdiction. We affirm the trial court's judgment.

Veronica Rivas-Molloy

Justice

Panel consists of Justices Hightower, Rivas-Molloy, and Farris.

CAUSE NO. 07-DCV-161177

RICHARD A. HAASE and AUDREY L. HAASE,	§	**IN THE DISTRICT COURT**
Plaintiffs.	§	
	§	**OF**
V.	§	
	§	
COUNTRYWIDE HOME LOANS, INC, et al.	§	**FORT BEND COUNTY, TEXAS**
	§	
	§	
Defendants.	§	**400th JUDICIAL DISTRICT**

Defendant's Notice of Acquisition and Merger

To all parties and attorneys of record:
Please notice that on or about July 21, 2008, Bank of America, N.A. acquired Countrywide Home Loans, Inc. In addition, please take notice that effective July 1, 2011, Bank of America, N.A., is the successor by merger to BAC Home Loans Servicing, LP, and is successor by merger to Home Loan Services, Inc.

Respectfully submitted,
McGlinchey Stafford, PLLC
By: /s/ *Cody P. Peterson*
S. DAVID SMITH
Texas Bar No. 18682550
CODY P. PETERSON
Texas Bar No. 24051188
1001 McKinney, Suite 1500
Houston, Texas 77002
Telephone: (713) 520-1900
Facsimile: (713) 520-1025
ATTORNEYS FOR COUNTRYWIDE HOME LOANS, INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RICHARD A. HAASE	§	
and AUDREY L. HAASE,	§	
Plaintiffs.	§	
	§	
V.	§	
	§	**CIVIL ACTION H-12-1538**
COUNTRYWIDE	§	
HOME LOANS, INC,	§	
et al.	§	
	§	
Defendants.	§	

Order

Pending before the court are the Magistrate Judge's Memorandum & Recommendations ("M&R's") dated November 1, 2012. Dkts. 84, 85. Upon consideration of the M&Rs, the objections of the parties, and the applicable law, the court ADOPTS the M&R's in their entirety. Defendant Bank of America Corporation's Motion to Dismiss (Dkt. 7) is GRANTED, and plaintiffs' claims against it are DISMISSED WITH PREJUDICE. Defendant Barrett, Daffin, Frappier, Turner, and Engel, LLP's Amended Motion to Dismiss (Dkt. 11) is GRANTED, and plaintiffs' claims against it are DISMISSED WITH PREJUDICE. Defendant Morgan Stanley ABS Capital I, Inc. 's Motion to Dismiss (Dkt. 57) is GRANTED, and plaintiffs' claims against it are DISMISSED WITH PREJUDICE. Additionally Defendants Bank of America, N.A. and Deutsche Bank National Trust Company's Motion for Partial Summary Judgment (Dkt. 9) is GRANTED. Plaintiffs' claims under the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2601 et seq. are DISMISSED WITH PREJUDICE.

Additionally, the Magistrate Judge recommends that because the only federal question in the case has now been eliminated, the court should decline to exercise supplemental jurisdiction over this case and remand it to the state court. The court agrees and ADOPTS the Magistrate Judge's recommendation. "[A] court [may] decline supplemental jurisdiction over a state law claim if: (1) the claim raises a novel or complex issue of state law; (2) the claim substantially predominates over the claim or claims over which the district court has original jurisdiction; (3) the district court has dismissed all claims over which it has original jurisdiction; or (4) in exceptional circumstances, there are other compelling reasons for declining jurisdiction." 28 U.S.C. § 1367(c). Additionally, the court must consider the common law factors of judicial economy, convenience, fairness, and comity. *Enochs v. Lampasas Cnty.*, 641 F.3d 155, 159 (5th Cir. 2011). "The general rule is that a court should decline to exercise jurisdiction over remaining state-law claims when all federal-law claims are eliminated before trial, but this rule is neither mandatory nor absolute; no single factor is dispositive." *Brookshire Bros. Holding, Inc. v. Dayco Prods., Inc.*, 554 F.3d 595, 602 (5th Cir.2009). In this case the plaintiffs filed suit in state court, alleging state law claims for breach of contract, violations of the Texas Deceptive Trade Practices Act, and slander on December 31, 2007. Over time and through numerous amendments, plaintiffs added more state law claims and defendants. Finally, on May 15, 20 12-over 4 years after filing their original petition-plaintiffs amended their petition for the eighth time and added a claim under RESP A. Defendants promptly removed based on the presence of a federal question. As adopted above and detailed in the Magistrate Judge's M&R (Dkt. 85), plaintiffs have failed to state a claim under RESPA. Now the only

claims remaining in the case are plaintiffs' state law claims, which under § 1367(c) allows this court to remand the case. The court finds no common law factors that would militate in favor of exercising jurisdiction over this case. The bulk of the case has been litigated in state court so no economy is served by retaining the case. Fairness and convenience are not lacking if the court remands the case. And since the only federal claim in the case was fleeting at best, comity leans in favor of remanding. Accordingly, pursuant to § 1367(c), the court declines to exercise supplemental jurisdiction over this case. The case is REMANDED to the 400th Judicial District Court of Fort Bend County, Texas.

It is so ORDERED.

Signed at Houston, Texas on December 5, 2012.

Gray H. Miller
United States District Judge

REVISED APRIL 9, 2014

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 12-20806

D.C. Docket No. 4:12-CV-1538

April 8, 2014

RICHARD A. HAASE; AUDREY L. HAASE,

Plaintiffs - Appellants

V.

COUNTRYWIDE HOME LOANS, INCORPORATED; BANK OF AMERICA CORPORATION; BANK OF AMERICA, N.A.; DEUTSCHE BANK AG; MORGAN STANLEY ABS CAPITAL I, INCORPORATED; BARRETT DAFFIN FRAPPIER TURNER & ENGEL, L.L.P.; ANGELO MOZILO; DEUTSCHE BANK TRUST COMPANY; CERTIFICATE HOLDERS FOR MORGAN STANLEY ABS CAPITAL I INC TRUST 2006-HE6, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-HE6,

Defendants - Appellees

Appeal from the United States District Court for the Southern District of Texas, Houston

Before JOLLY, SMITH, and SOUTHWICK, Circuit Judges.

JUDGMENT

This cause was considered on the record on appeal and the briefs on file is ordered and adjudged that the judgment of the District Court is affirmed.

Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001

Scott S. Harris
Clerk of the Court
(202) 479-3011

December 8, 2014

Mr. Richard Alan Haase
4402 Ringrose Drive
Missouri City, TX 77459

Re: Richard A. Haase, et ux.
v. Countrywide Home Loans, Inc., et al. No. 14-5803

Dear Mr. Haase:

The Court today entered the following order in the above-entitled case.

The petition for a writ of certiorari is denied.

Sincerely,

Scott S. Harris, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RICHARD A. HAASE	§	
and AUDREY L. HAASE,	§	
Plaintiffs.	§	
	§	
V.	§	
	§	**CIVIL ACTION H-15-3349**
COUNTRYWIDE	§	
HOME LOANS, INC,	§	
et al.	§	
	§	
Defendants.	§	

Amended Final Judgment and Order of Remand

For the reasons stated in this court's order adopting the Memorandum, Recommendation and Order, the claims raised in Plaintiffs' Ninth Amended Complaint are dismissed with prejudice.

Defendant Deutsche Bank National Trust Company's counterclaim for judicial foreclosure is REMANDED to the 400th Judicial District Court of Fort Bend County, Texas.

THIS IS A FINAL JUDGMENT.

SIGNED this 19th of February, 2016 in Houston, Texas.

Sim Lake
United States District Judge

CAUSE NO. 07-DCV-161177

RICHARD A. HAASE and AUDREY L. HAASE,	**§ IN THE DISTRICT COURT**
Plaintiffs.	**§**
	§
	§ OF
V.	**§**
	§
COUNTRYWIDE HOME LOANS, INC, et al.	**§ FORT BEND COUNTY, § TEXAS**
	§
	§
Defendants.	**§ 400th JUDICIAL DISTRICT**

ORDER GRANTING DEFENDANT DEUTSCHE BANK'S SECOND MOTION FOR SUMMARY JUDGMENT ON COUNTERCLAIM

On this date, the Court heard Defendant Deutsche Bank National Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6'S *Motion for Summary Judgement on Counterclaim*. The parties appeared before the Court for the hearing on the motion. After considering the pleadings, motion, response, evidence on file, and arguments of counsel, the Court hereby *GRANTS* summary judgment on counterclaim for Defendant. The Court ORDERS that Plaintiffs' claims against Defendant are *DISMISSED WITH PREJUDICE*.

Signed on February 20, 2019

Maggie R. Jamarillo
Judge Presiding

CAUSE NO. 07-DCV-161177

RICHARD A. HAASE and AUDREY L. HAASE,	§	**IN THE DISTRICT COURT**
Plaintiffs.	§	
	§	**OF**
V.	§	
	§	
COUNTRYWIDE HOME LOANS, INC, et al.	§	**FORT BEND COUNTY, TEXAS**
	§	
	§	
Defendants.	§	**400th JUDICIAL DISTRICT**

ORDER FOR NUNC PRO TUNC[1]

After considering Defendant Deutsche Bank National Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6, ("Deutsche") Second Motion for Summary Judgment on Counterclaim ("Motion"), pleadings, legal arguments, affidavits on file with the Court, and all other pertinent evidence, the Court grants the Motion. The Court hereby finds and orders the following:

> The Court finds that citation was properly served according to law and remained on file with the Clerk of this Court for the time prescribed by law.

1. **IT IS ORDERED** that Defendant, its successors or assigns, is entitled to proceed with a judicial foreclosure sale under the terms of the Deed of Trust, TEX. PROP. CODE § 51.002, Texas Rules of Civil Procedure 735.3 and 309, and applicable law with respect to the secured Property made the subject of this proceeding;
2. **IT IS FURTHER ORDERED** this judgment serves as an order authorizing Defendant, its successors or assigns, to judicially foreclose its lien in compliance with Texas Constitution art. XVI § 50(a)(6), the Loan Agreement and TEX. PROP. CODE § 51.002;

[1] This is a judgment nunc pro tunc and replaces the order of the Court signed February 20, 2019 Granting Defendant Deutsche Bank's Second Motion for Summary Judgment on Counterclaim.

3. **IT IS FURTHER ORDERED** that the mailing address of the property sought to be foreclosed is 4402 Ringrose Drive Missouri City, Texas 77459 (the "Property"), further described as:
   Lot 1, in Block 1 of Final Plat of Plantation Creek, Section 2-A, A Subdivision in Fort Bend County, Texas, according to the Map or Plat thereof recorded under Slide(s) 1140/B of the Plat Records of Fort Bend County Texas.
4. **IT IS FURTHER ORDERED** after allowing all just and lawful credits and offsets, as of October 12, 2018, Plaintiffs are indebted to Defendant, its successors and assigns, for the following: (1) $395,537.61 which consists of unpaid principal, accrued interest, miscellaneous fees and unpaid escrow balance; (2) pursuant to the terms of the Note, interest in the amount of 7.75% from October 12, 2018 until the date of judgment; pursuant to Texas Finance Code §304.002, post-judgment interest at a rate of 7.75% as evidenced by the Note; (3) court costs as determined by the Clerk of the Court; and (4) fees and costs due the Sheriff or Constable's office that conducts the foreclosure sale under TEX. R. CIV. P. 309.
5. **IT IS FURTHER ORDERED** that Defendant recover the amount owed under the Loan Agreement with a foreclosure of the Loan Agreement against the Property and an order of sale shall issue to any Sheriff or Constable within the State of Texas directing him or her to seize and sell the same as under execution, to be paid towards the satisfaction of the judgment.
6. **IT IS FURTHER ORDERED** this judgment for foreclosure shall have all the force and effect of a writ of possession as between the Parties to this suit and also as the Loan Agreement with a foreclosure of the Loan Agreement against the Property and an order of sale shall issue to any Sheriff or Constable within the State of Texas directing him or her to seize and sell the same as under execution, to be paid towards the satisfaction of the judgment.
7. **IT IS FURTHER ORDERED** that no personal liability or deficiency for the Loan Agreement debt shall be asserted against Plaintiffs. If Plaintiffs, within thirty days after entering of the Judgment, fail to pay to Defendant, its successors or assigns, the full amount due under this Judgment, the Property shall be sold in accordance with rule 309 of the Texas Rules of Civil Procedure at public auction to the highest bidder.
8. **IT IS FURTHER ORDERED** the Order of Sale shall provide that Defendant, its successors or assigns, have the right to become the purchaser of the Property at the sale conducted pursuant to the Order of Sale, and Plaintiff, its successors or assigns, shall have the right to credit upon amount of the bid made to the extent necessary to satisfy such bid, the amount of the Judgment owing to Defendant.
9. **IT IS FURTHER ORDERED** the Sheriff or Constable conducting the sale shall deduct out of the proceeds of the foreclosure sale its reasonable fees for conducting the sale and shall distribute the remaining proceeds in accordance with the terms of the Deed of Trust. If any sales proceeds

remain, they shall be distributed then to inferior lienholders in order of lien priority and then to Obligors in compliance with applicable law.

10. **IT IS FURTHER ORDERED** that after the judicial foreclosure is held, if the Property remains occupied after this Judgment becomes final and the Defendant, its successors or assigns, is the purchaser of the Property at the judicial foreclosure sale, a writ of possession shall issue against any occupant of the Property in accordance with TEX. R. CIV. P. 310.
11. **IT IS FURTHER ORDERED** that Plaintiff's claims against Defendant are **DISMISSED WITH PREJUDICE.**
12. **IT IS FURTHER ORDERED** this is a final judgment that disposes of all claims and all parties, and all relief not expressly granted is denied.

Signed this 1st day of December, 2020

Maggie R. Jamarillo
Presiding Judge

CAUSE NO. 07-DCV-161177

RICHARD A. HAASE and AUDREY L. HAASE, *Plaintiffs.*	§ IN THE DISTRICT COURT § § § OF
V.	§ § §
COUNTRYWIDE HOME LOANS, INC, et al.	§ FORT BEND COUNTY, § TEXAS § §
Defendants.	§ 400th JUDICIAL DISTRICT

SECOND ORDER FOR NUNC PRO TUNC[1]

After considering Defendant Deutsche Bank National Company as Trustee on behalf of Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6, ("Deutsche") Second Motion for Summary Judgment on Counterclaim ("Motion"), pleadings, legal arguments, affidavits on file with the Court, and all other pertinent evidence, the Court grants the Motion. The Court hereby finds and orders the following:

> The Court finds that citation was properly served according to law and remained on file with the Clerk of this Court for the time prescribed by law.

1. **IT IS ORDERED** that Defendant, its successors or assigns, is entitled to proceed with a judicial foreclosure sale under the terms of the Deed of Trust, TEX. PROP. CODE § 51.002, Texas Rules of Civil Procedure 735.3 and 309, and applicable law with respect to the secured Property made the subject of this proceeding;
2. **IT IS FURTHER ORDERED** this judgment serves as an order authorizing Defendant, its successors or assigns, to judicially foreclose its lien in compliance with Texas Constitution art. XVI § 50(a)(6), the Loan Agreement and TEX. PROP. CODE § 51.002;

[1] This is a second order for judgment nunc pro tune and replaces the Order of the Court signed February 20, 2019 Granting Defendant Deutsche Bank' s Second Motion for Summary Judgment on Counterclaim and replaces the prior Order for Nunc Pro Tunc signed on December 1, 2020.

3. **IT IS FURTHER ORDERED** that the mailing address of the property sought to be foreclosed is 4402 Ringrose Drive Missouri City, Texas 77459 (the "Property"), further described as:
   Lot 1, in Block 1 of Final Plat of Plantation Creek, Section 2-A, A Subdivision in Fort Bend County, Texas, according to the Map or Plat thereof recorded under Slide(s) 1140/B of the Plat Records of Fort Bend County Texas.
4. **IT IS FURTHER ORDERED** after allowing all just and lawful credits and offsets, as of October 12, 2018, Plaintiffs are indebted to Defendant, its successors and assigns, for the following: (1) $395,537.61 which consists of unpaid principal, accrued interest, miscellaneous fees and unpaid escrow balance; (2) pursuant to the terms of the Note, interest in the amount of 7.75% from October 12, 2018 until the date of judgment; pursuant to Texas Finance Code §304.002, post-judgment interest at a rate of 7.75% as evidenced by the Note; (3) court costs as determined by the Clerk of the Court; and (4) fees and costs due the Sheriff or Constable's office that conducts the foreclosure sale under TEX. R. CIV. P. 309.
5. **IT IS FURTHER ORDERED** that Defendant recover the amount owed under the Loan Agreement with a foreclosure of the Loan Agreement against the Property and an order of sale shall issue to any Sheriff or Constable within the State of Texas directing him or her to seize and sell the same as under execution, to be paid towards the satisfaction of the judgment.
6. **IT IS FURTHER ORDERED** this judgment for foreclosure shall have all the force and effect of a writ of possession as between the Parties to this suit and also as the Loan Agreement with a foreclosure of the Loan Agreement against the Property and an order of sale shall issue to any Sheriff or Constable within the State of Texas directing him or her to seize and sell the same as under execution, to be paid towards the satisfaction of the judgment.
7. **IT IS FURTHER ORDERED** that no personal liability or deficiency for the Loan Agreement debt shall be asserted against Plaintiffs. If Plaintiffs, within thirty days after entering of the Judgment, fail to pay to Defendant, its successors or assigns, the full amount due under this Judgment, the Property shall be sold in accordance with rule 309 of the Texas Rules of Civil Procedure at public auction to the highest bidder.
8. **IT IS FURTHER ORDERED** the Order of Sale shall provide that Defendant, its successors or assigns, have the right to become the purchaser of the Property at the sale conducted pursuant to the Order of Sale, and Plaintiff, its successors or assigns, shall have the right to credit upon amount of the bid made to the extent necessary to satisfy such bid, the amount of the Judgment owing to Defendant.
9. **IT IS FURTHER ORDERED** the Sheriff or Constable conducting the sale shall deduct out of the proceeds of the foreclosure sale its reasonable fees for conducting the sale and shall distribute the remaining proceeds in accordance with the terms of the Deed of Trust. If any sales proceeds

remain, they shall be distributed then to inferior lienholders in order of lien priority and then to Obligors in compliance with applicable law.

10. **IT IS FURTHER ORDERED** that after the judicial foreclosure is held, if the Property remains occupied after this Judgment becomes final and the Defendant, its successors or assigns, is the purchaser of the Property at the judicial foreclosure sale, a writ of possession shall issue against any occupant of the Property in accordance with TEX. R. CIV. P. 310.
11. **IT IS FURTHER ORDERED** that Plaintiff's claims against Defendant are **DISMISSED WITH PREJUDICE**.
12. **IT IS FURTHER ORDERED** this is a final judgment that disposes of all claims and all parties, and all relief not expressly granted is denied.

Signed this ___ day of **11/08/2021** 2021

Tameika Carter
Presiding Judge

Supreme Court of Texas

RE: Case No. 21-0647 DATE: 8/20/2021
COA #: 01-20-00854-CV TC#: 07-DCV-161177

STYLE: IN RE HAASE

Today the Supreme Court of Texas denied the Motion for Emergency Stay and denied the petition for writ of mandamus in the above-referenced case.

Supreme Court of Texas

RE: Case No. 23-1001 DATE: 5/10/2024
COA #: 01-20-00854-CV TC#: 07-DCV-161177

STYLE: HAASE v.
DEUTSCHE BANK NAT'L TRUST CO.

Today the Supreme Court of Texas denied the petition for review in the above-referenced case.

Supreme Court of Texas

RE: Case No. 23-1001 DATE: 7/12/2024
COA #: 01-20-00854-CV TC#: 07-DCV-161177

STYLE: HAASE v.
DEUTSCHE BANK NAT'L TRUST CO.

Today the Supreme Court of Texas denied the motion for rehearing of the above-referenced petition for review.

Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001

Scott S. Harris
Clerk of the Court
(202) 479-3011

October 1, 2024

Mr. Richard Alan Haase
4402 Ringrose Drive
Missouri City, TX 77459

Re: Richard Alan Haase
v. Deutsche Bank National Trust Company, et al.
Application No. 24A313

Dear Mr. Haase:

The application for an extension of time within which to file a petition for a writ of certiorari in the above-entitled case has been presented to Justice Alito, who on October 1, 2024, extended the time to and including November 25, 2024.

This letter has been sent to those designated on the attached notification list.

Sincerely,
Scott S. Harris, Clerk

Rashonda Garner
Case Analyst

Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001

December 5, 2024

Mr. Richard Alan Haase
4402 Ringrose Drive
Missouri City, TX 77459

RE: Haase v. Deutsche Bank National Trust, et al.
TXSC 23-1001
No. 24A313

Dear Mr. Haase:

Returned are 40 in the above-entitled case postmarked on November 23, 2024 and received on December 3, 2024, which fails to comply with the Rules of this Court.

The cover of the petition must bear the nature of the proceeding and the name of the Court from which the action is brought (e.g., "On Petition for Writ of Certiorari to the Supreme Court of Texas"). Rule 34. I(d).

The petition is out of order. The questions presented for review must be followed by the list of parties (if all do not appear on the cover), corporate disclosure statement (if applicable), table of contents, table of authorities, citations of the official and unofficial reports of opinions and orders entered in the case, statement of the basis for jurisdiction, constitutional provisions, treaties, etc., statement of the case, reasons for granting the writ, and the appendix. Rule 14.1. The "Critical Remarks" and the "Nature of the Case" do not follow the order of sections prescribed under Rule 14. "Opinions Below" should precede the statement of jurisdiction.

The order(s) of the Court of Appeals of Texas for the First District dated August 29, 2023 must be included in the appendix. Rule 14. 1 (i). Each order must be reproduced so that it complies with Rule 33.1. The order cannot be edited with any markings.

The materials contained in the appendix have been photoreduced which is prohibited. The size of the print must comply in all respects with Rule 33.1(b).

The text of the petition and appendix must be typeset in a Century family (e.g., Century Expanded, New Century Schoolbook, or Century Schoolbook) 12-point type with 2 point or more leading between lines. The typeface of footnotes must be 10-point or larger with 2 point or more leading between lines. Rule 33.1(b).

The proof of service must be separate from the petition, not within it. See Rule 29.5.

Your petitions and cashier's check in the amount of $300.00 are herewith returned. Kindly correct the petition and appendix so that it complies in all respects with the Rules of this Court and return it to this Office promptly so that it may be docketed. Unless the petition is submitted to this Office in corrected form within 60 days of the date of this letter, the petition will not be filed. Rule 14.5.

Three copies of the corrected petition must be served on opposing counsel. Rule 29.3.

When making the required corrections to a petition, no change to the substance of the petition may be made.

The word limit of the text of a petition is 9,000 words. Rule 33.1(g)(i).

You must submit a certificate stating that the petition complies with the word limitation. The certificate must state the number of words in the document and must be separate from the petition. Rule 33.I(h). If the certificate is signed by a person other than a member of the Bar of this Court, the counsel of record, or the

unrepresented party, it must contain a notarized affidavit or declaration in compliance with 28 USC 1746.

You are informed the Rules of this Court make no provision for the filing of a petition for a writ of certiorari addressed to an individual Justice. The Rules distinguish between applications to individual Justices and petitions to the Court. The sole mechanism established by the Rules by which to seek issuance of a writ authorized by 28 U.S.C. § 165 1(a), §2241, or §2254(a), is Rule 10, and such petitions are reviewed by the full Court, not by an individual Justice.

Sincerely,

Scott S. Harris, Clerk

By: *A*

Angelina Jimenez
(202) 479-3392

Supreme Court of the United States
Office of the Clerk
Washington, DC 20543-0001

February 4, 2025

Mr. Richard Alan Haase
4402 Ringrose Drive
Missouri City, TX 77459

RE: Haase v. Deutsche Bank National Trust, et al.
TXSC 23-1001
No. 24A313

Dear Mr. Hasse:

Returned are 40 booklets in the above-entitled case postmarked on November 23, 2024 and received on February 4, 2025, which fails to comply with the Rules of this Court.

Regarding Appendix 46 and 47, the lower court caption, showing the name of the issuing court or agency, the title and number of the case, and the date of entry, must be included with the opinion in the appendix to the petition. Rule 14. Appendix 46 and 47 must bear the title "Supreme Court of Texas".

The second cover page must be removed from the petition. The questions presented for review must appear on the first page immediately following the cover of the petition. Rule 14.1 (a).

Regarding the case caption on the cover of the petition, an attorney seeking to file a document in this Court in a representative capacity must first be admitted to practice before this Court as provided in Rule 5, except that admission to the Bar of this Court is not required for an attorney appointed under the Criminal Justice Act of 1964, see 18 U. S.C. 3006A(d)(7), or under any other applicable federal statute. The attorney whose name, address, and telephone number appear on the cover of a document presented for

filing is considered counsel of record. According to Footnote 1 on the opinion dated August 29, 2023 by the Court of Appeals for the First District of Texas, the two appellants "Richard A. Haase" are an individual and a company. You may proceed as a pro se' petitioner in your individual capacity only. As such, the case caption must be corrected to only refer to your name as an individual. To the extent you intend to have "Richard A. Haase", the company, as a party or petitioner, an attorney admitted to practice before this Court must file the petition on your behalf. Rule 9.1.

Your petitions and check in the amount of $300.00 are herewith returned.

Kindly correct the petition and appendix so that it compiles in all respects with the Rules of this Court and return it to this Office promptly so that it may be docketed, Unless the petition is submitted to this Office in corrected form with 60 days of the date of this letter. the petition will not be filed. Rule 14.5.

Three copies of the corrected petition must be served on counsel. Rule 29.3.

When making the required corrections to a petition, no change in the substance of the petition may be made.

Sincerely,

Scott S. Harris, Clerk

By: *A*

Angelina Jimenez
(202) 479-3392

Richard Alan Haase

Phone: 281.261.9543
richard.haase@clearvalue.com

4402 Ringrose Drive
Missouri City, Texas 77459

Education

Bachelor of Science Chemical Engineering,
University of Missouri, Columbia, Missouri **1981**
Masters of Business Administration
(Harvard Accreditation),
Lamar University, Beaumont, Texas **1991**

Experience

ClearValue Co's – Founder/CEO **1994 - Present**

Wrote articles of incorporation, grew and led the business, as well as, original organization to over 30 clients. Total P&L Responsibility. Developed business, market and customer strategies, along with business plans. Developed and managed investor base, along with financial requirements and annual reporting. Managed CPA, annual returns and all bank accounts. Demonstrated excellent sales and diplomatic skills, having made presentations at the United Nations and numerous Technology Conferences. Developed municipal and industrial, as well as regulatory relationships across the US and began the same in the Far East.

Developed and managed technology base into a world technology leader in water chemistry, biochemistry, and thermodynamics. Managed many projects in technology, manufacturing, and marketing/sales. CPM/PERT and leadership/management required and demonstrated in multiple project applications. Developed and managed multiple chains of supply for needed product quality and price to be in line with strategic plan. Managed organization through periods of technology development, intellectual property development, business growth, restructuring and litigation to protect patent rights. Led staff of 20+ professionals to multi-million $ annual revenues and multi-billion $ market opportunities.

Managed litigation with multiple legal teams through trial (2 favorable verdicts), appeal and petitions before the Texas and US Supreme Courts. Deeply knowledgeable of law in areas of intellectual property, contracts, and litigation, as well as, appellate strategies. Deeply knowledgeable of working with and managing the law firm interface.

Adjunct Professorships:

Decision Sciences – University of Houston
Business College, Clear Lake Campus **2005 - 2017**
Decision sciences including statistics, quantitative methods,
linear programming, and project management 300+ students.

Business – University of Phoenix
Houston Campus **2007 - 2017**
Business strategy, project management, management, operations,
supply chain, marketing, statistics, and critical thinking – 400+ students.

Experience (cont.)

Process Technologies – Houston Community College NE Campus **2014**
Process Technology Program - chemistry, physics, instrumentation, and process systems – 150+ students.

Baker Hughes – Product Management **1993**
Manager of water treatment product line, 500 chemical and bio-chemical products. Developed field training, advertising and product development programs. Worked with and assisted 20+ sales professionals.

Consulting Engagements:

ClearValue Companies **2014 – Present**
Numerous engagement contracts to facilitate water plant operations, clean/renewable energy projects and nutrient recycle programs. One corporate strategy project (Vision/Mission/Resource alignment). One corporate intellectual property management project. One technology/business development project.

NASA – Technology Transfer, Sr. Consultant **1992**
Working through contract with the University of Texas performing services in Technology Transfer and Business Development. Worked with 10+ NASA Technical Professionals in transfer of their leading-edge technologies; applications ranged from food to photography to software to automotive. Recommended joint venture strategy for NASA professionals.

Gemini Consulting Company, Corporate Re-engineering Sr. Consultant **1991**
Corporate reorganization team for Monsanto Chemical Company. Primary consultant with chemical industry experience.

Christopher Louis Imports, Marketing Consultant **1992**
Marketing plan and advertising program, including the production of a commercial, to market Italian porcelain art to the US.

Gundle Lining Systems – Director of Marketing **1990**
Introduced strategic planning & marketing, along with intellectual property development/management, to an organization that was previous dependent upon day-to-day sales activity. Developed product and marketing plans in the geo-liner industry, e.g. landfills, ponds, basements, foundations, etc. Recommended and introduced polyethylene/bentonite self-sealing liner to the market. Worked with and supported a sales staff of 10+ within 30+ accounts to business closure across the United States.

Exxon Chemical Co. – Polymers - Business Strategic Planner **1989**
Completed and implemented business/market strategies and plans for the adhesives industry in support of $100M+ Business and a salesforce of eight.

Experience (cont.)

Product Manager - Polyolefins **1988**
Developed and managed strategy, product, marketing, and sales development for a WW polyolefin business based upon new single-site catalyst technology, Exxpol. Obtained funding and built a $40M manufacturing plant.

GE Plastics

Market Programs Manager - Thermoplastic Elastomers **1987**
Developed and implemented a U.S. product/market development program for thermoplastic elastomers across all US Business Lines and Sales Personnel of 100+.

Market Programs Specialist - Thermoplastic Elastomers **1986**
Redefined the strategy/market/product focus for newly formulated thermoplastic elastomers.

E.I. DuPont deNemours & Co. - Market Development Specialist **1985**
Implemented and completed customer application product development programs for engineering polymers in the S.E. U.S. Managed a development pool of $25M and 20+ Customer Accounts.

Quality Assurance Engineer **1984**
Designed and implemented a TQM program for an ethylene-propylene elastomer manufacturing plant.

Production Engineer **1983**
In addition to day-to-day production operations for ethylene-propylene elastomer manufacture, de-bottlenecked and optimized a 1,4 hexadiene manufacturing plant. Completed HAZOP and Fault-Tree Safety Reviews and completed implementations.

Design Engineer **1981**
Engineering design and supervised project management for installation of $20M+ chemical process plant equipment.

Summary of Accomplishments & Capabilities

Law

- Written and performed over 100 business contracts.
- Written and performed employment contracts.
- Attended mediation in 5 cases.
- Practiced before numerous TX State and US Federal Judges in District (trial), Appellate (brief) and Supreme (petition) Courts.
- Obtained Favorable Trial Verdict in Trade Secret-Patent Infringement Case.

Intellectual Property

- Patent prosecution and enforcement legal counsel in the US and Internationally.
- 120 issued and pending patent applications worldwide valued well in excess of $1T.
- Patent prosecution before the US PTO.

- Re-exam and re-issue proceedings before the US PTO.
- Practice before the CAFC.
- Technical Expert Roles and Responsibilities.
- 35 USC, 37 CFR and the MPEP.

Leadership

- Knowledge and demonstrated ability to manage organizational culture; as well as, design and develop, Functional, Matrix and Project Management structures, along with conflict resolution.
- Knowledge of and demonstrated ability of innovation and creativity, as well as interpersonal management therein.
- Knowledge of and demonstrated ability to develop "High Performance Teams".

Business Strategy and Development

- ClearValue CEO; completed Water Purification, Bio-Solids Recycle, Hydrogen Energy and CO_X Sequestration strategies; $1T's opportunity - comprise environment, trends, markets, technology, intellectual property, organizational development, and finance.
  ClearValue CEO; developed financial plan, team, technology, market, and business development in water industry, from 1995 start-up to $3M annual sales in 2000, preparing to close $10M+ in 2001.
- ClearValue CEO; joint-venture to commercialize innovative polymer coagulant technology – $10B+ opportunity.
- ClearValue CEO; HyOx©, Hydrogen Engine, Development Team, completing bench testing - $1T+ opportunity.
- ClearValue CEO; CONOX© Algae 3D PBR Development Team, completing bench testing - $1T+ opportunity.
- ClearValue CEO; Henergy© Power & H_2 Fuel Development Team, completing bench testing - $2T+ opportunity.
- ClearValue CEO; Nutro© Methane Capture and Organic Nutrients Recycle - $3T+ opportunity.
- ClearValue CEO; Hharmony© Circular Economy (organic waste and/or hydrocarbon + Sunlight ⇒ Clean: Power, H_2 Fuel, organic nutrients and/or food and pure water) - $5T+ opportunity.
- Exxon Chemical Product Manager; led Exxpol® business development team in ww polyolefin single site (metallocene) catalyst business, $1B opportunity. In 1992, built first $40M manufacturing plant, along with market programs and sales.
- GE Plastics Market Programs Manager in thermoplastic elastomers; led $50M business development effort in 1988.
- Assisted client to redefine/update corporate Vision and Mission, and realign corporate resources.

Decision Sciences

- Adjunct professor U of H Clear Lake; 300+ students statistics and quantitative reasoning.

Summary of Accomplishments & Capabilities (cont.)

- Adjunct professor U of Phoenix; 400+ students QC, marketing, project management, innovation, strategy, management, supply chain and critical thinking.
- Critical thinking and decision making.
- Statistics, quality control probability.
- Linear programming, e.g. linear algebra.
- Decision making under uncertainty and risk.
- Problem definition and solving.

Engineering

- Dupont Engineer; optimized 1,4 hexadiene manufacture at EPDM Elastomer Plant saving DuPont $1M+ annually in 1984.
- Dupont Engineer; project management and process design projects – responsibility $300k+ in 1982.
- Dupont Engineer; completed SPC and TQM for $200M EPDM Elastomer Plant.
- Dupont Engineer; Fault Tree Analysis Chemical Manufacture of 1,4 hexadiene, $10M business, 1984.
- Dupont Engineer; completed industrial gas/water process tie-in safety program.
- Dupont Engineer; design and resin selection in engineering plastics and thermoplastic elastomers.
- Completed and implemented 1,4 hexadiene manufacturing computer model.
- Completed and evaluated a 1,4 hexadiene reactor fault tree analysis.
- Designed and implemented a fire protection system for an EPDM Manufacturing Facility.

Project Management

- Conversant and application capable PERT, CPM and Ghant Project Management.
- Conversant and application capable Microsoft Project.
- Chemical process project management and licensing.
- Structure, lead and manage project teams.
- Completed and implemented industrial process tie-in Fault Tree Analysis. Recommendations implemented company and industry wide.
- Primary inventor of Biological Filtration Process for drinking water purification – U.S. Pub. 20020189998.
- Completed, evaluated, and presented to the US EPA and NSF/ANSI Standard 61 Committee a new standard and operating protocols for Enhanced Biological Filtration Processes in Water Purification.
- Primary inventor of manufacturing process for the conversion of waste sulfur into gypsum, along with electrical power, coagulants and disinfectants – WO 03/009811, WO 06/088615, U.S. Pub. 2005016339.

Chemical Manufacturing

- 1,4 hexadiene and EPDM.
- Thermoplastic elastomers.
- Single site catalysis, e.g. metallocene.

Summary of Accomplishments & Capabilities (cont.)

- Chemical blending.
- Industrial gas usage/handling.
- Aluminum polymers, disinfectants and sulfuric acid innovation.
- Hydrogen reforming innovation.
- Algae process innovation.
- Combustion engines innovation.
- Plug-flow-reactor innovation.
- Distribution and logistics.

Quality

- Design, implementation, and management of TQM and SPC Systems.
- Design, implementation, and management of statistically based quality systems.
- Adjunct professor of quality control at three Universities.

Safety

- FTA for 1,4 hexadiene manufacture, industrial gas/water process tie-ins and ClearValue's Henergy©, both Zero Carbon© and Negative Carbon System.
- Drinking water biological purification system FMEA.
- Design and installation of relief valves.
- Design and installation of rupture discs.
- Design and installation of a Double D Rupture disc for both operating pressure control and fire safety.
- Transportation regulations in transport of equipment, chemicals and bio-chemicals.
- Supervised and approved industrial services safety manual for ClearValue, Inc.

Marketing and Sales

- Identification of strategic market needs and direct organization to meet with product benefits.
- Application of Product, Price, Place and Position strategies in industrial and consumer marketing to meet Needs, Desires and Expectations by segment.
- Trademark and advertising.
- Sales management within multiple organizations, industries, and hundreds of customers.

Presentation, Sales and Communications

- Performed multiple industry, technology, and customer sales demonstrations.
- Obtained standing ovations at both international hydrogen technology conferences and the UN.
- Developed and closed business deals for ClearValue, Exxon, GE Plastics and Dupont.

Chemistry and Bio-Chemistry

- Elastomers including cross branching chemistries.
- Thermoplastics and thermoplastic elastomers.
- Injection molding means and processes.
- Corrosion control systems, phosphate and organic.

Summary of Accomplishments & Capabilities (cont.)

- Scavenger systems, including those used in polymer and acrylonitrile manufacture.
- Catalysis: Ziegler Natta, Mettalocene and Rhodium.
- Polymer modification branching technologies, including extruder reaction and CSTR systems.
- Coagulation systems, including inventorship of leading generation of inorganic polymer systems.
- Chemical conditioning for themophilic bio-solids, including inventorship.
- Chemical coagulation means in water purification.
- Biological purification of drinking water, including inventorship of Enhanced Biological Filtration.
- Biological means of noxious gas control, including Thiobacillus genus application inventorship.
- Biological means of waste catalyst purification and recycle, including inventorship.
- Hydrogen peroxide preparation, including sulfuric acid moieties, membrane technologies and inventorship.
- Disinfectants, including oxides of chlorine and bromine, and means of preparation inventorship.
- Aluminum chemistry: salts, polymers and co-polymers, along with preparation and inventorship therein.
- Magnesium and magnesium oxides as a disinfectant and preservative, including inventorship.
- Gas sequestration systems and co-inventorship therein.
- Algae systems and the co-inventorship therein.
- Natural gas conversion systems to produce electricity and hydrogen and co-inventorship therein.
- Biological systems of atmosphere, water and nutrient recycle in space travel.

Thermodynamics

- Inventor of a new hydrogen/oxygen combustion engine incorporating cryogenics obtaining 60% Carnot efficiency – WO 03/087564, WO 04/074656, WO 06/048057 and U.S. Publication 20050198958.
- Inventor of "The Haase Cycle", a thermo-dynamic improvement of the Otto Cycle - WO 06/048057.
- Energy management, systems in the manufacture of gypsum from waste sulfur - WO 06/088615.
- Means to control hydrogen fuel and oxidizer storage in space travel – U.S. Publication 2011/017874.
- Means to convert sunlight and/or a natural gas to hydrogen and power – PCT 2011/001415.