

No. 24 – 1065

PETITION FOR REHEARING

IN THE
Supreme Court of the United States

Richard Alan Haase;

Petitioner

V.

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

Respondents

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

Richard Alan Haase
4402 Ringrose Drive
Missouri City, Texas 77459
Telephone: 281-261-9543
richard.haase@clearvalue.com

Pro Se' Petitioner

June 27, 2025

QUESTION PRESENTED

Question - Whether the fundamental right of due process is violated in the taking of property, when

- a) The trial court modifies a non-final non-appealable order (hereinafter "Non-order") via nunc pro tunc to create a final appealable order (hereinafter "Final-order") as defined by state rules; during which, appeal was timely filed; however, the appellate court dismissed appeal for lack of jurisdiction, ruling appeal not timely from the Non-order?
- b) The trial court makes award to a claim that violates statutes of limitation?
- c) The trial court makes award without evidence of Claimant Standing?
- d) The trial court makes a summary judgment award to Respondent that comprises genuine issues of material fact which are determinative to governing law, refusing to place the evidenced genuine issues of material fact before a jury; and, refusing to support its summary judgment with an opinion or statement of material fact(s) and conclusion(s) based on governing law?
- e) The trial court makes an award that violates right of contract?

PARTIES

Petitioner filed against COUNTRYWIDE HOME LOANS, INC. ("Countrywide"), BANK OF AMERICA CORPORATION ("BAC"); BANK OF AMERICA, N.A. ("BANA", Collectively, BAC and BANA are termed "BofA"); DEUTSCHE BANK, AG; DEUTSCHE BANK USA; DEUTSCHE BANK NORTH AMERICA; DEUTSCHE BANK NATIONAL TRUST COMPANY ("Deutsche Trust" - Collectively, Deutsche Bank, AG; Deutsche Bank USA; Deutsche Bank North America and Deutsche Trust are termed "Deutsche"); MORGAN STANLEY ABS CAPITAL, INC. ("Morgan"); CERTIFICATE HOLDERS OF MORGAN STANLEY ABS CAPITAL I, INC. TRUST 2006-HE6, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-HE6 ("Certificate Holders") for Breach of Contract, Fraud and Violations of Art. XVI § 50(a)(6)(Q)(x) of the Texas (hereinafter "TX") Constitution (hereinafter ("Const")), § 13.001(a) of the TX Property Code (hereinafter "PC"), TX Fair Debt Collection Practices Act (hereinafter "FDCPA"), United States (hereinafter "US") FDCPA, Lack of Standing and Statutes of Limitation (TX Civil Practice & Remedies (hereinafter "CP&RC") §§ 16.004(a), 16.0035(a),(d), (e)), as well as against BARRETT, DAFFIN, FRAPPER, TURNER and ENGEL, L.L.P. for Document Fraud relating to forgery of Appellant's Mortgage Contract, Note, and Ft. Bend County Recordation thereto, thereby violation the TX Criminal Code §32; and, all for Violations of the TX CP&RC §12. Respondent filed an original counter-claim and second amended counter-claim to obtain Petitioner's TX Homestead.

A Non-entity, DEUTSCHE BANK NATIONAL COMPANY, filed an amended counter-claim.

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PETITION FOR REHEARING OF WRIT OF CERTIORARI

RICHARD ALAN HAASE (citizen fiction of UNITED STATES OF AMERICA and TEXAS Corporations) and Richard Alan Haase (live flesh and blood citizen of the United States of America and Texas Republics), Petitioner, Appellant, Plaintiff and Counter-defendant, submits Petition for Rehearing of Petition for Writ of Certiorari ("Rehearing") to review Opinion and Judgment (hereinafter "Op") of the Texas First Court of Appeals (hereinafter "TX1CoA") No. 01-20-00854-CV.

I. Statement of the Case

A. Mortgage Fraud is the Perfect Crime

Banking mortgage fraud is the perfect crime. A majority of homeowners do not have resources to legally defend their home and are unable to contract their home to an attorney as contingency payment for legal services. Therefore, it is critical that property rule(s) of law be upheld, that this Honorable Court send a message to mortgage lenders that protect rights of Homeowners.

B. Rule of Law

Courts ignore the rule of law: due process, case law, statutes, rules, codes, civil jury trial and right of contract. It is now commonplace for bar relationships to prevail and encourage violation(s) of the rule of law, due process, as evidenced herein (*Infra*).

Courts define our integrity and civility. When the rule of law is lost, integrity and civility are lost, replaced with corruption and hypocrisy. It is of national importance for courts to respect the rule of law.

As presented in Petition for Writ of Certiorari, 24-1065 (“Petition”), the Court is provided an appropriate vehicle to reinforce the Rule of Law while reinforcing homeowner’s property rights. The American Home is a right of liberty and pursuit of happiness. Reinforcement of property laws is of national importance.

C. Overlooked Arguments

Petitioner evidenced conflicts between Op and the TX Const Art I §§ 15, 16, 19, 50(a)(6)(Q)(x), Art. V § 10 and Art. XVI § 50(c), Case Law, Statutes, Rules and Codes, as well as the US Const Art. I § 10 Cl 1 and VI Cl2, along with Amends. V, VII and XIV *App.22-41*.

Petitioner provides in Rehearing Overlooked conflicts between Op and the US Const Art III, US Supreme Court (hereinafter “US SCT”) Precedent and due process.

Petitioner apologizes to the Court for not including Overlooked items in original petition; especially as, this petition is much more powerful and on point.

II. Due Process

Due process is substantive and procedural.

Substantive due process protects rights not explicitly listed in the Constitution yet are fundamental to liberty, privacy, family integrity, bodily autonomy, and personal dignity. Substantive due process protects fundamental rights and liberties from government interference even if procedural protections are present¹. Petitioner presents

¹ “Our established method of substantive-due-process analysis [] specially protects those fundamental rights and liberties which are, objectively, ‘deeply rooted in this Nation’s history and tradition’... and ‘implicit in the concept of ordered liberty.’” *Washington v. Glucksberg* 521 U.S. at 720–21.

that if a Ruling shocks consciousness of the average American, there is a question of Substantial Due Process.

Procedural due process ensures that government actions affecting life, liberty or property are conducted with fair procedures². It requires notice and an opportunity to be heard before the government deprives someone of a protected interest. Procedural due process focuses on the process by which laws are enforced and is not about whether the government can take an action, but whether it has followed the proper procedures in [so doing] *Mathews v. Eldridge*, 424 U.S.319 (1976); *Goldberg v. Kelly*, 397 U.S.254 (1970); and *Hamdi v. Rumsfeld*, 542 U.S.507 (2004).

Applying *Mathews*, Petitioner presents that if case determining law is violated, there is a question of procedural due process; then, weighing violation(s) of case determinative law, a determination can be made as to violation of a party's right of procedural due process³.

III. Reasons for Granting Writ

This petition presents an appropriate vehicle to reestablish the rule of law and thereby support integrity and civility in America; as well as, protect the American Home, a right of liberty and the pursuit of happiness.

² "Constitutional right to be heard is basic aspect of duty of government to follow a fair process of decision making when it acts to deprive a person of his possessions; purpose of requirement is not only to ensure abstract fair play to the individual but to protect his use and possession of property from arbitrary encroachment-to minimize substantively unfair or mistaken deprivations of property, a danger that is especially great when the state seizes goods simply upon application of and for benefit of private party" *Paul P Abram, et al. v. Amerlco V. Cortese, et al.* 93 US SCt.177,180 (1972).

³ The Court ruled there are three main factors courts should consider in cases involving procedural due process. First, strength of the individual interest in retaining property and the degree to which the individual would be harmed by being deprived. Courts then should consider strength of the government interest in the efficient resolution of disputes and smooth operation of the administrative process []. The final factor to weigh is risk of error under current procedures and the extent to which additional procedures might reduce the risk of error. *Mathews v. Eldridge*, 424 U.S.319 (1976).

A. State Courts and the Fourteenth Amendment

“[A]ction of state courts and judicial officers in their official capacities [are] to be regarded as action of the state within [Amend XIV]”. “State action in violation of [Amend XIV] is equally repugnant to the constitutional commands whether directed by state statute or taken by a judicial official in absence of statute”. “State action within [Amend XIV] refers to exertions of state power in all forms and when the effect of that action is to deny rights subject to protection, it is the obligation of the [US Sct] to enforce the constitutional commands” *Shelley, et ux. v. Kraemer, et ux.; McGhee, et ux. v. Sipes, et al.* 72,87 334 U.S.1 (1948).

Question - Whether the fundamental right of due process is violated when property is taken, while

- a) **The trial court modifies a non-final non-appealable order (hereinafter “Non-order”) via nunc pro tunc to create a final appealable order (hereinafter “Final-order”) as defined by state rules; during which, appeal was timely filed; however, the appellate court dismissed appeal for lack of jurisdiction, ruling appeal not timely from the Non-order?**

Per TX Rules and Case Law, final judgment must dispose of all parties and claims before the court; it must further contain full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered *App.715-16*.

Op rules the TX1CoA has no jurisdiction, that Petitioner did not timely file appeal from Non-order *App.53,58-73,75*. However, for Petitioner to appeal Non-order, Petitioner would have been in violation of TX Rules and Case Law *Supra*, filing appeal against a party not before the court, not registered in TX, that has no claim against Petitioner, for whom there was no award and against which Petitioner has no claim *App.28-29,83-89*. Therefore, it makes no legal nor practical sense for Petitioner have appealed Non-order.

Petitioner Objected to Non-Order, obtaining no response from the TX400th nor Respondent *App.25*.

The TX400th and TX1CoA violated TX Rules to trap Petitioner, demonstrating unfairness and prejudice.

Op conflicts with TX Const Art I § 19, Rules and Case Law. Importantly, Op conflicts with the US Const Amend V, XIV and Article VI Cl 2.

Op is demonstrably unfair. Op can be viewed as recklessly indifferent, arbitrary, thereby demonstrating violation of Petitioners Substantive, as well as Procedural Rights of Due Process.

Question - Whether the fundamental right of due process is violated when property is taken, while

b) The trial court makes award to a claim that violates statutes of limitation?

April 26, 2012, Respondent filed Original Counter-claim *App.24,29-31*.

Respondent breached the mortgage note October 29, 2007, 60 days post Petitioner's August 30, 2007 Notice; sent Petitioner notice of default, acceleration and intent to accelerate November and December 3, 2007; while, the instant petition was filed December 31, 2007 *Id*.

Respondent filed counter-claim four years and six months after breach of contract, e.g. October 29, 2007 to April 26, 2012; four years and five months after notices of breach, acceleration and intent to accelerate, e.g. November 2, 2007 to April 26, 2012; and four years and four months after Petitioner filed Original Petition, e.g. December 31, 2007 to April 26, 2012. *Id*.

“On expiration of the four-year limitations period, the real property lien and power of sale to enforce the real property lien become void” *TX CP&RC § 16.035(d); Burney*

v. Citigroup Global Markets Realty Corp., 244 S.W.3d 900,903-04 (Tex.App.-Dallas 2007,no pet.).

Therefore, Respondent has no claim to Petitioner's TX Homestead. Op is notably unfair. Op can be viewed as arbitrary and prejudicial. Further, taking Petitioner's Home without a viable claim presents government interference in Petitioner's fundamental rights and liberties. Therefore, Op violates Petitioner's Procedural and Substantive Rights of Due Process.

Op conflicts with TX Const Art I § 19, Case Law, Statutes, Rules and Codes. Op further conflicts with the US Const Amend V, XIV, Art III and Art VI Cl 2.

Question - Whether the fundamental right of due process is violated when property is taken, while

c) The trial court makes award without evidence of Claimant Standing?

Petitioner filed two TX400th Motions to compel Respondent Standing Discovery *App.15,24-25,31-33*. Petitioner filed plea to jurisdiction of the court in the TX400th and TX1CoA *Id*; the TX400th *denied* without hearing and TX1CoA *denied* without review *Id*.

"The issue of standing focuses on whether a party has sufficient relationship with the lawsuit to have a 'justiciable interest' in its outcome" *Austin Nursing Ctr. v. Lovato*, 171 S.W.3d 845,848 (Tex.2005). "[Respondent] must show an actual or threatened invasion of [its] rights, not someone else's rights" *Texas Worker's Compensation Com'n v. Garcia*, 893 S.W.2d 504,518 (Tex.1995).

Neither the mortgage note nor a deed of trust (hereinafter "Deed") is recorded. "All unrecorded [Deeds] and mortgages are void as to all creditors and subsequent purchasers

for value without notice” *TX PC § 13.001(a)*; *Denson v. First Bank & Trust of Cleveland*, 728 S.W.2d 876,877 (Tex.App.-Beaumont 1987,no writ).

“Standing will be conferred only if a party complies with the statutory provisions” *Bowles v. Wade*, 913 S.W.2d 644,647,651 (Tex.App.-Dallas 1995,den.) plaintiff could not maintain action because standing requirements of Government Code provisions had not been met).

“A trial court lacks jurisdiction and should grant plea to the jurisdiction where [Respondent] ‘cannot establish a viable takings claim’. ‘It is fundamental that, to recover under the constitutional takings clause, one must first demonstrate an ownership interest in the property taken” *TX DOT & Edinburg v. A.P.I. Pipe & Supply, LLC*, 397 S.W. 3d 162 (Tex.2013). “No ... lien on the homestead shall ever be valid unless it secures a debt described by this section” *TX Const art. XVI § sec. 50(c)*.

Therefore, Respondent has no Standing to Petitioner’s TX Homestead, a necessary component of subject-matter jurisdiction and constitutional prerequisite to maintain-ing suit *Texas Ass’n of Bus. v. TX Air Control Bd.*, 852 S.W.2d 440,444 (Tex.1993). Standing cannot be waived and can be raised for the first time on appeal *Id at 445-46*. Appellate courts are obligated to review sua sponte issues affecting jurisdiction *M.O. Dental Lab v. Rape*, 139 S.W.3d 671,673 (Tex.2004); and, *Centurion Planning Corp., Inc. v. Seabrook Venture II*, 176 S.W.3d 498,508 (Tex.App.-Houston [1st Dist.] 2004,no pet.).

Op conflicts with TX: Const Art I § 19, Case Law, Statutes, Rules and Codes. Op further conflicts with the US Const Amend V, XIV, Art III and Art VI Cl 2.

Op is notably unfair. Op can be viewed as arbitrary and prejudicial. Taking Petitioner's home without Standing presents government interference in Petitioner's fundamental rights and liberties. Therefore, Op violates Petitioner's Rights of Procedural and Substantive Due Process.

Question - Whether the fundamental right of due process is violated when property is taken, while

d)The trial court makes a summary judgment award to Respondent that comprises genuine issues of material fact which are determinative to governing law, refusing to place the evidenced genuine issues of material fact before a jury; and, refusing to support its summary judgment with an opinion or statement of material fact(s) and conclusion(s) based on governing law?

Jury trial was scheduled in the TX400th June 18, 2012; trial was avoided by Respondent *Removal App.31,33*; after which, two Federal District Judges, Miller and Lake, noted no federal question with Lake *Remanding* to the TX400th in Final Judgment *App.77-79;82*.

Petitioner properly evidenced and argued numerous genuine issues of material fact before the TX400th, TX1CoA *Br.24-44* and in Petition *App.33-39*; while, the TX400th refused to provide Findings of Fact and Conclusions of Law to support its Summary Judgment; and while, the TX1CoA and TX SCt refused to order the TX400th to so provide *App.56-60,45,ADoC*.

Respectfully, when in petition before this Honorable Court where a district court rendered summary judgment against plaintiff, plaintiff's version of the facts [has] to be accepted on appraisal of his claim by the US SCt Fed. R. Civ. Proc. 56(c); 28 U.S.C.A. § 1253; and *Bishop v. Wood*, 426 U.S.341 (1976).

“For trial of all causes in District Courts, the plaintiff or defendant shall, upon application made in open court, have the right of trial by jury” *TX Const Art V § 10*. “Right to trial by jury is one of our most precious rights, holding a sacred place in English and American history” *General Motors Corp. v. Gayle*, 951 S.W.2d 469,476 (Tex.1997); “[d]enial of a party’s constitutional right to trial by jury constitutes reversible error” *McDaniel v. Yarbrough*, 898 S.W.2d 251,253 (Tex.1995).

Op conflicts with the TX Const Art I § 15, Art. V § 10, TX Case Law, Statutes, Rules and Codes. Op further conflicts with the US Const Amend VII and Art. VI Cl 2.

Op is notably unfair. Op can be viewed as arbitrary and prejudicial. Taking Petitioner’s home without the required jury trial presents government interference in Petitioner’s fundamental rights and liberties. Therefore, Op violates Petitioners Substantive and Procedural Rights of Due Process.

Question - Whether the fundamental right of due process is violated when property is taken, while

e) The trial court makes an award that violates right of contract?

At least one contractual obligation must be violated for Respondent to prevail.

A. Monthly Principal and Interest Payments

Should Respondent not comply with Note after Petitioner provides a 60-day notice to comply “all principal and interest be forfeited by [Respondent]” *App.19,23,39-40*.

Petitioner noticed Respondent to comply with the mortgage note *Id*. There is no evidence of Respondent compliance nor response to Petitioner’s many notices. Therefore, ***Respondent is contractually required to forfeit all principal and interest.***

B. Homeowner’s Insurance

Respondent noticed Petitioner September 11, 2007 of an alleged lapse in homeowner’s insurance and to maintain monthly principal and interest payments, Petitioner needed to timely obtain homeowners insurance; Petitioner timely met the demand and requirement

of Respondent *App.23,35-36,39*. Importantly, should Petitioner not have complied, Respondent purchase of homeowner's insurance "[should] become additional debt of [Petitioner] and shall be payable, with interest, upon notice from [Respondent] to [Petitioner] requesting payment" *Id.*

Op violates contract by requiring Petitioner to make monthly principal and interest payments of \$2987 when \$1247 is contracted. Op further violates contractual obligations by requiring Petitioner to have made a homeowner's insurance payment without Respondent Notice. Op finally violates contract by not requiring Respondent to forfeit principal and interest after refusing contractual payments.

Forcing scenarios that are outside of and conflict with contract is for the TX400th and TX1CoA to violate Petitioner's Right of Contract which is protected by the US Const Art. I § 10 Cl. 1 and the TX Const Art. I § 16 *App.18-19,40*.

Op conflicts with TX Const, specifically, the TX Const Art. I § 16 and Art. XVI §§ 50(a)(6)(Q)(x) and 50(c), Case Law, Statutes and Codes. Op further conflicts with Art. I § 10 Cl 1 and Art. VI Cl 2 of the US Const.

In forcing Petitioner and Respondent to violate contract, Op is notably unfair. Op can be viewed as arbitrary and prejudicial. Taking Petitioner's home in violation of contract presents government interference in Petitioner's fundamental rights and liberties. Therefore, Op violates Petitioner's Rights of Procedural and Substantive Due Process.

IV. Summary and Conclusion

Op conflicts with *Mathews v. Eldridge*, 424 U.S.319 (1976); *Goldberg v. Kelly*, 397 U.S.254 (1970); *Hamdi v. Rumsfeld*, 542 U.S.507 (2004), *Logan v. Zimmerman Brush Co.*, 455 U.S.422 (1982), *Washington v. Glucksberg*, 521 U.S.702 (1997), *Paul P. Abram, et al. v. Amerlco V. Cortese, et al.* 93 US Sct.177,180 (1972). and *Shelley, et ux. v. Kraemer, et ux; McGhee, et ux. v. Sipes, et al.* 72,87 334 U.S.1 (1948) and *Bishop v. Wood*, 426 U.S.341 (1976).

A. Petitioner's Rights of Due Process

Numerous violations of outcome determinative Law are evidenced: TX Const, TX Case Law, TX Statues, TX Rules and TX Codes, as well as US Const Art. I § 10 Cl 1 and VI Cl2, Art. III and Amends V, VII and XIV *Supra*.

B. Petitioner's Right of Substantive Due Process

Op violates Petitioner's Right of Substantive Due Process; regardless outcome determinative law violations, Petitioner loses his TX Homestead, demonstrating government interference in Petitioner's fundamental rights and liberties.

C. Petitioner's Right of Procedural Due Process

Applying *Mathews* and having numerous evidenced violations of outcome determinative law, there is a question of Petitioners Right of Procedural Due Process. Further,

- 1) Petitioner's has significant interest in the property; as, the property is recorded as his TX Homestead *CR. 49*; while, loss of his TX Homestead would significantly harm Petitioner, taking away shelter at his time of retirement.

2) Providing due process and property law clarification, the Court is able to significantly reduce the trial load.

3) Respectfully, the law simply needs be followed.

Therefore, Op violates Petitioner's Right of Procedural Due Process.

Prayer

Petitioner prays for Rehearing of his Petition for Writ of Certiorari.

Respectfully submitted,



RICHARD ALAN HAASE,
Pro Se'



Richard Alan Haase,
Pro Se'

4402 Ringrose Drive
Missouri City, Texas 77459
Phone 281-261-9543
Richard.Haase@clearvalue.com

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Respondents

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

CONTENT DECLARATION

1. “My name is RICHARD ALAN HAASE and Richard Alan Haase. I am filing the instant petition for Rehearing for Writ of Certiorari to the United States Supreme Court from the First Court of Appeals for the State of Texas, *RICHARD ALAN HAASE & Richard Alan Haase v. DEUTSCHE BANK NATIONAL TRUST COMPANY, INC., et al.*; No. 01-20-00854-CV, having petition for certiorari denied by the US Supreme Court. I am over the age of eighteen (18) and of sound mind. I reside in Fort Bend County, TX. I have never been convicted of a crime and am fully competent to make this Declaration. I am not disqualified to testify as a witness in any Court. I have personal knowledge of the facts stated herein; they are all true and correct. I am in possession of my mental faculties and competent to make this Declaration.”
2. “Every factual presentation true and legal argument correct to be best of my ability in the instant petition.”

3. "Appendix pages 1 through 105 attached to the instant petition are true and accurate copies or recreations of the original document converted to a 12 point Century Schoolbook Font."
4. "I am the custodian of my legal records in this proceeding. I am familiar with the manner in which said records are created and maintained by virtue of my duties and responsibilities."
5. "It is my regular practice to make a true and correct copy of a record at or near the time of each act, event, condition, opinion or diagnosis set forth in the record."
6. "It is the regular practice of me to keep these types of records in the course of my regularly conducted business activity, and to make a true and correct copy from information transmitted by persons with knowledge of the matters set forth in the record."
7. "I do swear under penalty of perjury these statements true and correct."



By: _____
Richard Alan Haase
4402 Ringrose Drive
Missouri City, Texas 77459
Richard.haase@clearvalue.com

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

RULE 44 DECLARATION AND CERTIFICATE

1. "Petitioner has to his professional best stated his grounds briefly and distinctly in this Petition for Rehearing."
2. "Petitioner served this Petition for Rehearing as required by Rule 29."
3. "This Petition for Rehearing is presented together with certification that it is presented in good faith and not for delay with the certificate bearing signature of Petitioner."
4. "A copy of the certificate shall follow and be attached to each copy of the petition."
5. "This Petition for Rehearing is filed 25 days after denial of certiorari."
6. "This Petition for Rehearing complies with all the form and filing requirements of Rule 44.1, including payment of the \$200 filing fee."
7. "This Petition for Rehearing is certified by the Petitioner to be presented in good faith and not presented to delay."
8. "This Petition for Rehearing is certified by the Petitioner to be filed on substantial grounds that were overlooked in the original petition."

9. "While this Petition for Rehearing is written to flow with the original petition for ease of reading, it is restricted to the new grounds presented and overlooked in the original petition."
10. "For ease of reference, the original petition is located in the appendix in entirety."
11. "Petitioner sees a much more powerful and on-point petition for rehearing than original petition; to that end, Petitioner apologizes to the court for previously overlooking new ground presented."
12. "I do swear under penalty of perjury these statements true and correct."



By: _____

Richard Alan Haase
4402 Ringrose Drive
Missouri City, Texas 77459
richard.haase@clearvalue.com

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

APPENDIX

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

June 2, 2025

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

Dear Clerk
Court of Appeals of Texas, First District
301 Fannin Street
Houston, TX 77002-2066

Re: Richard Alan Haase V.
Deutsche Bank National Trust Company No. 24-1065
(Your No. 01-20-00854-CV)

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

The petition for a writ of certiorari is denied.

Sincerely,

A handwritten signature in dark ink, appearing to read "Scott S. Harris", written in a cursive style.

Scott S. Harris, Clerk

No. 24 – 1065

PETITION FOR WRIT OF CERTIORARI

IN THE
Supreme Court of the United States

Richard Alan Haase;

Petitioner

V.

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

Respondents

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

Richard Alan Haase
4402 Ringrose Drive
Missouri City, Texas 77459
Telephone: 281-261-9543
Richard.Haase@clearvalue.com

Pro Se' Petitioner

April 2, 2025

QUESTIONS PRESENTED

1. Question 1 - Whether the fundamental right of due process is violated, when
 - a) a non-final non-appealable order is modified via nunc pro tunc to create a final appealable order; after which, appeal is filed from the final appealable order; and the appellate court dismisses the appeal for lack of jurisdiction, ruling the appeal not timely from the original non-final non-appealable order?
 - b) Award is made to Respondent whose claim violates statutes of limitation?
 - c) Claimant obtains an award without evidence of Standing or Standing Voidance is ignored?
2. Question 2 - Whether there is a fundamental right to civil trial by jury when genuine issues of material fact are evidenced?
3. Question 3 - Whether there is a fundamental right of contract?

PARTIES

Petitioner filed against COUNTRYWIDE HOME LOANS, INC. ("Countrywide"), BANK OF AMERICA CORPORATION ("BAC"); BANK OF AMERICA, N.A. ("BANA", Collectively, BAC and BANA are termed "BofA"); DEUTSCHE BANK, AG; DEUTSCHE BANK USA; DEUTSCHE BANK NORTH AMERICA; DEUTSCHE BANK NATIONAL TRUST COMPANY ("Deutsche Trust" - Collectively, Deutsche Bank, AG; Deutsche Bank USA; Deutsche Bank North America and Deutsche Trust are termed "Deutsche"); MORGAN STANLEY ABS CAPITAL, INC. ("Morgan"); CERTIFICATE HOLDERS OF MORGAN STANLEY ABS CAPITAL I, INC. TRUST 2006-HE6, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-HE6 ("Certificate Holders") for Breach of Contract, Fraud and Violations of Art. XVI § 50(a)(6)(Q)(x) of the TX Const., § 13.001(a) of the TX Property Code, TX Fair Debt Collection Practices Act, United States ("US") Fair Debt Collection Practices Act ("US FDCPA"), Lack of Standing and Statutes of Limitation (TX *CP&RC* §§ 16.004(a), 16.0035(a),(d), (e)), as well as against BARRETT, DAFFIN, FRAPPER, TURNER and ENGEL, L.L.P. for Document Fraud relating to forgery of Appellant's Mortgage Contract, Note, and Ft. Bend County Recordation thereto, thereby violation the TX Criminal Code §32; and, all for Violations of the TX *Civ. Prac. & Rem. Code* §12. Respondent filed an original counter-claim and second amended counter-claim to obtain Petitioner's TX Homestead.

A Non-entity, DEUTSCHE BANK NATIONAL COMPANY, filed an amended counter-claim.

RELATED ACTIONS

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Southern District of Texas – Houston Division
No. 4:12-cv-01538.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Fifth Circuit
No. 12-20806.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Southern District of Texas – Houston Division
4:15-cv-03349.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Southern District of Texas – Houston Division
No. 4:16-CV-1567.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
U.S. S. Ct. Petition for Writ of Certiorari,
No. 14-5803.

Richard Haase v. Pearl River Polymers, et al.;
U.S. S. Ct. Petition for Writ of Certiorari,
No. 12-212.

In re Richard Alan Haase
U.S. S. Ct. Petition for Writ of Certiorari,
No. 12-1690

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PETITION FOR WRIT OF CERTIORARI

RICHARD ALAN HAASE (citizen fiction of UNITED STATES OF AMERICA and TEXAS Corporations) and Richard Alan Haase (live flesh and blood citizen of the United States of America and Texas Republics)¹, Petitioner, Appellant, Plaintiff and Counter-defendant, Haase, submits the instant petition for Writ of Certiorari to review Opinion and Judgment (hereinafter “Op”) of the Texas (hereinafter “TX”) First Court of Appeals (hereinafter “TX1CoA”) No. 01-20-00854-CV.

I. Opinions Below

Comprising false material representations, Op presents significant issues of due process, rights of civil jury trial and contract *Infra*.

The instant petition presents significant issues of due process when:

- a) State district court, TX400th, *grants* to an entity not before the court nor registered in state (hereinafter “Non-entity”)² summary judgment void of material or monetary award, e.g. a non-final non-appealable order (hereinafter “Non-Order”) *Ap.38*³; the TX400th, then, modifies Non-Order with two nunc pro tunc orders, the first *granting* Non-entity material and monetary awards *Ap.39*;

¹ American Citizens exist as two citizen entities, the corporate and republic citizen, e.g. the corporate UNITED STATES OF AMERICA and republic United States of America; and for Haase, the corporate TEXAS and Republic of Texas. As the corporations are fictitious entities so are the corporate citizens. As the republics are real entities so are the republic citizens. Convention is to represent the corporate citizen in all capital and republic citizen in lower case letters.

² Summary judgment was to DEUTSCHE BANK NATIONAL COMPANY, an entity not having claim, before the TX400th nor registered in TX, e.g. “Non-entity”. The original, non-appealable non-final, order provided no award and *dismissed* Haase’s claims against the Non-entity (of which there were none). Non-entity, then years later, filed two nunc pro tunc motions that were *granted*; the first obtained material and monetary awards; the second, replaced Non-entity with Respondent.

³ Op conflicts - “If judgment does not dispose of all claims and parties, or at least appear to accomplish that objective, it is not a final judgment and is considered interlocutory. The judgment cannot be then appealed in the absence of a severance of the final claims from the ones remaining for trial” *New York Underwriters Ins. Co. v. Sanchez*, 799 S.W.2d 677,678-679 (Tex.1990); *Novak v. Stevens*, 596 S.W.2d

the second replacing Non-entity with Respondent *Ap.42*; in combination, the two nunc pro tunc orders create a final appealable order (hereinafter “Final Order”)⁴; after which, the TX1CoA, *dismisses* Haase’s Appeal for lack of jurisdiction, ruling Haase to have non-timely appealed the Non-Order *Ap.2,14-16,29,29-30*;

- b) District, TX400th, and appellate, TX1CoA, courts award per Respondent’s claim that was filed in violation of Texas Statutes of Limitation⁵;
- c) District, TX400th, and appellant, TX1CoA, courts refuse to establish and/or evaluate Respondent Standing, i.e. jurisdiction, pursuant statute⁶; while, the TX PC requires Respondent to record the mortgage note and deed of trust

848,849 (Tex.1980); also, *Guajardo v. Conwell*, 46 S.W.3d 862,863-864 (Tex.2001); while, the judgment must contain full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered *TXRCP 306*.

4 Op conflicts - “If there is no comprehensive judgment, only a string of partial orders pertaining to particular parties or issues, the order that addresses the last remaining party or issue is the final order for appeal purposes, and all of the earlier orders merge into the last order, which constitutes the final judgment in the case” *Webb v. Jorns*, 488 S.W.2d 407,408-409 (Tex.1972); *Fisher v. Yates*, 953 S.W.2d 370,374-375 (Tex.App.-Texarkana 1997,no writ); *Runny-mede Corporation v. Metroplex Plaza, Inc.*, 543 S.W.2d 4,5 (Tex.Civ.App.-Dallas 1976,writ ref’d); also, *Coastal Banc SSB v. Helle*, 48 S.W.3d 796,800 (Tex.App.-Corpus Christi 2001,pet.denied).

5 Respondent filed its original counter-claim April 26, 2012, 4 years and 6 months after evidenced breach of contract, October 29, 2007; 4 years and 5 months after evidenced breach of the TX Const Article XVI Section 50(a)(6)(Q)(x) and 4 years and 4 months after Haase filed his Original Petition, December 31, 2007 *Trial Docket (hereinafter “TDoc”)*.

Op conflicts - “A Cause of action generally accrues, and the statute of limitations begin to run, when facts come into existence that authorize a claimant to seek a judicial remedy, regardless of when [Respondent] discovers the injury or whether all resulting damages have yet occurred *John & Higgins of Tx. v. Kenneco Energy*, 268,962 S.W.2d 507,514 (Tex.1998); and, *Exxon Corp. v. Emerald Oil and Gas Co.*, 331S.W.3d 419,54 Tex.Sup.Ct.J.3247 (Tex.2010). “A cause of action for breach of contract accrues when the contract is breached. Consequently, the limitation period commences at the time of the breach” *Hurbrough v. Cain*, 671, S.W.2d 216,221 (Civ.App.-Tyler 1978,no writ); and, *Slusser v. Union Banksters Ins. Co.*, 72 S.W.3d 713,717-18 (Tex.App.-Eastland 2002,no pet.).

6 Respondent needs evidence Standing; Haase filed two motions to Compel Standing Discovery, neither heard by the TX400th *TDoC*.

Op conflicts - “A trial court lacks jurisdiction and should grant a plea to its jurisdiction where a [claimant] ‘cannot establish a viable takings claim’. ‘It is fundamental that, to recover under the constitutional takings clause, one must first demonstrate an ownership interest in the property taken’” *Tex. DOT & Edinburg v. A.P.I. Pipe & Supply, LLC*, 397 S.W. 3d 162 (Tex. 2013).

Op conflicts - “No...lien on the homestead shall ever be valid unless it secures a debt described by this section’ [TX CONST art. XVI § 50(c)]. This language is clear unequivocal and binding. The cure provisions

(hereinafter “Deed”) to establish Standing; neither is filed⁷.

The TX400th and TX1CoA ignore right of a civil jury trial when genuine issues of material fact are evidenced⁸.

The TX400th and TX1CoA ignore right of contract *Br.44-47*.

Critically, Op presents a fictitious insurance policy scenario; where, Haase allegedly refused to pay for a few months of homeowners insurance, instead filing suit; there is no evidence to support this fraud.

In summary, Op presents significant questions of due process, right of civil jury trial and contract, along with false material determinations that have no support in and often conflict with the record *Infra*.

Haase’s Right of Due Process has been usurped with Tyranny.

Haase’s Right to a civil jury trial has been quashed.

Haase’s Right of Contract has been impaled.

Op is a fraudulent document.

One can only conclude the TX400th and TX1CoA prejudiced and potentially “Touched”⁹.

Haase respectfully reminds, “[a] litigant has the right to represent [themselves] without an attorney” *28 U.S.C. § 1654; also, Winkelman v. Parma City Sch. Dist.*, 550

in the homestead provision of the state constitution are the sole mechanism to bring a non-compliant loan into constitutional compliance. Haase’s pleadings to jurisdiction of the court were ignored *TDoC; Br.47*.

Op conflicts - “A trial court lacks jurisdiction and should grant a plea to the jurisdiction where [Respondent] ‘cannot establish a viable takings claim’. “It is fundamental that, to recover under the constitutional takings clause, one must first demonstrate an ownership interest in the property taken” *Tex. DOT & Edinburg v. A.P.I. Pipe & Supply, LLC*, 397 S.W. 3d 162 (Tex.2013).

7 Op conflicts - “A conveyance of real property, an interest in real property, a mortgage or [Deed] is void as to creditor or to a subsequent purchaser for valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law” *Id*.

8 Appellant Principal Brief before the TX1CoA (“Br”) pp.23-39.

9 While Haase knows that he cannot argue NESARA; Haase further knows the Court cannot discuss prior implementation. The question before the Court is “who rules, the private banking families or the US Const and this Honorable Court?”

U.S. 516, SCt. 1994,1999 (2007).

Being an inventor, Haase, chemical engineer and business executive (BSChE & MBA) by education and practice, had to learn and practice law; as, significant innovation upsets the status quo *Ap.54*. Haase's heart goes out to our new President; as, Haase has been on the receiving end of Lawfare for a long time.¹⁰

II. Jurisdiction

Op was filed August 29, 2023 *Ap.01*. May 10, 2024, the TX Supreme Court (hereinafter "TXSCt") *Denied* Petition for Review *Ap.46*; after which, July 12, 2024, the TXSCt *Denied* Motion for Rehearing *Ap.47*.

September 25, 2024, Haase asked the Court for a 45-day extension of time to file petition; October 1, 2024, No. 24A313 was *Granted Ap.48*. Haase filed petition November 23, 2024; Clerk of the Court noted the petition failed to comply with Rules of the Court, returning December 5, 2024, providing 60 days to amend and refile *Ap.49*. Clerk of the Court, noting additional failures, repeated, returning February 4, 2025 *Ap.52*.

Respectfully,

"[Federal Courts are] given jurisdiction by allegations of violation of Federal Constitution has authority to determine questions of state law, irrespective of disposition of federal question" *Chicago Great Western Ry. Co. v. Kendall*, 266 U.S. 94 (1924).¹¹

Haase respectfully invokes jurisdiction of this Honorable Court under 28 U.S.C. § 1253.

¹⁰ As the material facts and law of the instant petition make no rational sense, Haase proposes his TX Homestead Case Lawfare.

¹¹ *Greene v. Louisville & Interurban R. Co.*, 244 U. S. 499,508,37 SCt. 673,61 L.Ed.1280, Ann.Cas. 1917E, 88; *Ohio Tax Cases*, 232 U.S. 576,586,34 S.Ct. 372,58 L.Ed.737; *Siler v. Louisville & Nashville R. Co.*, 213 U.S. 175,191,29 SCt. 451,53 L.Ed.753.

III. Constitutional and Statutory Provisions

The instant petition involves the Fifth, Seventh and Fourteenth Amendments of the United States (hereinafter “US”) Constitution (hereinafter “Const”), as well as Article I § 10 Cl. 1 and Article VI Cl. 2 thereto.

Op conflicts with the US Const Fifth Amendment (hereinafter “Amend V”), “[n]o person shall ... be deprived of life, liberty, or property, without due process of law”.

Op conflicts with the US Const Seventh Amendment (hereinafter “Amend VII”),

“[i]n suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the [US], than according to the rules of the common law”.

Op conflicts with the US Const Fourteenth Amendment (hereinafter “Amend XIV”),

“[n]o State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the [US]; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws”.

Op conflicts with the US Const Article I § 10 Cl. 1,

“[n]o State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility”.

Op conflicts with Article VI Cl. 2 of the US Const,

“[t]his Constitution, and the Laws of the [US] which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the [US], shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the constitution or laws of any state to the contrary notwithstanding”.

The instant petition further involves the TX: Const, Rules of Civil Procedure (hereinafter “RCP”), Property Code (hereinafter “PC”) and Civil Practice & Remedies Code

(hereinafter “CP&RC”)¹².

Op conflicts with the TX Const Art. I § 19, “[n]o citizen of this State shall be deprived of life, liberty, property, privileges or immunities, or in any manner disfranchised, except by the due course of the law of the land”¹³.

Op conflicts with the TX Const Art. I § 15, “[t]he right of trial by jury shall remain inviolate”¹⁴.

Op conflicts with the TX Const Art. V § 10, “[t]he right to a trial by jury applies to all causes in District Courts, and a party can request a jury trial in open court”¹⁵.

Op conflicts with the TX Const Art. I § 16, “[n]o bill of attainder, *ex post facto* law, retroactive law, or any law impairing the obligation of contracts, shall be made.”

Op conflicts with the TX Const Art. XVI § 50(a)(6)(Q)(x),

“[t]he lender or any holder of [a note] for the extension of credit shall forfeit all principal and interest of the extension of credit if the lender or holder fails to comply with the lender's or holder's obligations under the extension of credit and fails to correct the failure to comply not later than the 60th day after the date the lender or holder is notified by the borrower of the lender's failure to comply”¹⁶.

Op conflicts with the TX Const Art. XVI § 50(c), “[i]f a permitted amount, percentage, term, or other provision is modified, the owner must be notified in writing. The account of the borrower must be adjusted to ensure the borrower is not

12 Op conflicts - “When interpreting the state constitution, the TX SCt relies heavily on its literal text and must give effect to its plain language” *Wood v. HSBC Bank USA*, 494 S.W.3d 542,543 (Tex. 2016).

13 Op conflicts - *In re L.M.I.*, 119 S.W.3d 707,710-11 (Tex.2003); and *In re B.L.D.*, 113 S.W.3d 340,349-55 (Tex.2003).

14 Op conflicts - “The right to trial by jury is one of our most precious rights, holding a sacred place in English and American history” *General Motors Corp. v. Gayle*, 951 S.W.2d 469,476 (Tex.1997).

15 Op conflicts - “Denial of a party’s constitutional right to trial by jury constitutes reversible error” *McDaniel v. Yarbrough*, 898 S.W.2d 251,253 (Tex.1995).

16 Op conflicts - “If lender fails to cure the defect within the sixty-day period, it forfeits the principal and interest of the loan” *Curry v. Bank of America, N.A.*, 232 S.W.3d 345 (Tex.App.-Dallas,2007, denied). “[T]he Lender forfeits all principal and interest of the loan if it fails to comply with the obligations set out in section 50(a)(6)” *Stringer v. Cendant Mortgage Corp.*, 23 S.W.3d 353,356 (Tex.2000).

required to pay more than is permitted by the section.”

Op conflicts with TX RCP 306, “[e]ntry of judgment must contain full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered” *Dunn v. Dunn*, 439 S.W.2d 830 (Tex.1969).

Op conflicts with TX CP&RC § 12.002,

- “(a) A person may not make, present, or use a document or other record with:
- (1) knowledge that the document or other record is a fraudulent court record or a fraudulent lien or claim against real or individual property or an interest in real or personal property;
 - (2) intent that the document or other record be given the same legal effect as a court record or document of a court created by or established under the constitution or laws of this state or the United States or another entity listed in Section 37.01, Penal Code, evidencing a valid lien or claim against real or personal property or an interest in real or personal property; and
 - (3) intent to cause another person to suffer:
 - (A) physical injury;
 - (B) financial injury; or
 - (C) mental anguish or emotional distress.”

Op conflicts with TX CP&RC § 16.004 (a)(1), “[a] person must bring suit on the following actions not later than four years after the day the cause of action accrues specific performance of a contract for the conveyance of real property” *Tex. Civ. Prac. and Rem. Code 16.004 (a)*; also, *Willis v. Maverick*, 760, S.W.2d 642,644 (Tex.1988); further conflicting with TX CP&RC § 16.035(a), “[a]n action for judicial foreclosure or sale of real property under a power of sale in a mortgage or [Deed] must be undertaken not later than four years after the day the Cause of action accrues;”¹⁷ and further conflicting with TX CP&RC § 16.035(d), “[o]n the expiration of the four-year

¹⁷ Op conflicts - “If a party seeks to enforce the lien or [Deed] or seeks to foreclose on the property used as security, the four-year period of Section 16.035(a) applies to the action” *Aguero v. Ramirez*, 70 S.W.3d 372,374-75 (Tex.App.-Corpus Christi 2002,pet. denied).

limitations period, the real property lien and a power of sale to enforce the real property lien become void” *Burney v. Citigroup Global Markets Realty Corp.*, 244 S.W.3d 900,903-04 (Tex.App.-Dallas 2007,no pet.).

Op conflicts with TX PC § 13.001(a), “conveyance of real property or an interest in real property or a mortgage or [Deed] is void as to a creditor or to a subsequent purchaser for a valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law”¹⁸.

IV. Statement of the Case

A. Mortgage Fraud is the Perfect Crime

It is critical to review with this Honorable Court that banking mortgage fraud is the perfect crime. The majority of Homeowners do not have resources to legally defend their home, unable to contract a portion of their home to an attorney as contingency. Therefore, it is critical to all Americans that rule(s) of law in regard mortgages be upheld, that this Honorable Court send a message to mortgage lenders that the rule of law will protect rights of Homeowners¹⁹.

Any right can be hollowed to a degree where there is no longer any right at all; that is what is occurring; while, the right to own a home is a fundamental right of life and liberty in the pursuit of happiness.

18 Op conflicts - “All unrecorded [Deeds] and mortgages are void as to all creditors and subsequent purchasers for value without notice” *TX Property Code §13.001(a)*; *Denson v. First Bank & Trust of Cleveland*, 728 S.W.2d 876,877 (Tex.App.-Beaumont 1987,no writ).

19 Greene, Madera, American Media Group, amg-news.com
“WARNING: BlackRock, Vanguard, and State Street Are STEALING America! RFK Jr. Exposes the Great Housing Conspiracy – And It’s Worse Than You Think!” February 10, 2025, <https://amg-news.com/warning-blackrock-vanguard-and-state-street-are-stealing-america-rfk-jr-exposes-the-great-housing-conspiracy-and-its-worse-than-you-think-video/>.

Haase made his monthly mortgage principal and interest payments on time for decades pursuant the executed Mortgage Note (“Note”) *CR.112* and Truth in Lending Statement (“Truth”) *CR.21*, as well as his property taxes and homeowner’s insurance. Haase further followed contractual requirements pursuant the Security Instrument (“Security”) *CR.28*. Haase had a perfect record in regard mortgage payments prior to evidenced acts of Respondent, Lender and/or Servicer.

B. Rule of Law

It is now common for local courts to ignore the rule of law: violate due process, ignore statutes, void a civil jury trial and ignore contract. It is now commonplace for local bar relationships to prevail over the rule of law; this is especially so for judges that must regularly finance an electoral campaign. Our courts define our integrity, civility and right versus wrong. Haase postulates that when we lose the rule of law, we lose integrity, as well as civility and right versus wrong.

The instant petition provides this Honorable Court an appropriate vehicle to reinforce the rule of law, integrity and civility, an appropriate vehicle to reinforce rights of due process²⁰, civil trial by jury and contract.

C. Background

June 5, 2006, Haase executed Truth, Note and Security *Supra* with NEW CENTURY MORTGAGE CORPORATION (hereinafter “New Century”) and assumed a Warranty Deed for the Real Property *CR.696*, which is recorded as Haase’s TX Homestead *CR.49*.

²⁰ Due process - “The conduct of legal proceedings according to established rules and principles for the protection and efficient of private rights, including notice and the right of a fair hearing before a tribunal with the power to decide the case” *Garner, Brian A.*, Black’s Law Dictionary - Twelfth Edition, St. Paul, Thomson Reuters, 2024.

Note and Truth contractually required Haase make monthly mortgage principal and interest payments to New Century of \$1,243.70, pay taxes and maintain hazard insurance for the property *Id*; Haase did so prior Respondent, Lender and/or Servicer, refusal to accept contracted payments *CR.606,622,623,626*.

November 3, 2006, Haase was noticed to make his monthly payment to COUNTRYWIDE HOME LOANS, INC. (hereinafter “Countrywide”) *CR.438*; shortly after, August, 2007, Haase began having difficulty with Countrywide accepting the monthly contracted \$1,243.70; Countrywide, with no explanation, sought more. In compliance with Security ¶19²¹ and the TX Const Art. XVI § 50(a)(6)(Q)(x) *Supra*, Haase provided notices to Countrywide to comply with Note and Security *CR.596,604,621,625,629*.

September 4, 2007, with no explanation, Countrywide noticed Haase his monthly mortgage payment \$2,987.12 *CR.606*.

September 11, 2007, Countrywide noticed and conditioned of Haase “all future payments are required to be in the amount of \$1,493.56 or until evidence of sufficient insurance coverage has been received” *CR.729* (emphasis added). Haase immediately obtained a new Homeowner’s Insurance Carrier, timely responding with an insurance certificate September 19, 2007, satisfying the representation, demand and requirement of Countrywide *CR.657-8*; Haase reasonably concluded the monthly \$1,243.70 maintained and issue resolved.

²¹ “[After Respondent, Lender and/or Servicer] has received [notice], has had 60 days to comply, and [Respondent, Lender and/or Servicer] has failed to comply, shall all principal and interest be forfeited by [Respondent, Lender and/or Servicer], as required by Section 50(a)(6)(Q)(x), Article XVI of the [TX Const] in connection with failure by [Respondent, Lender and/or Servicer] to comply with its obligations under the Extension of Credit” *CR.39*.

Countrywide continued to request monthly sums greater than Note *Id*; then November 8, 2007, without explanation, Countrywide refused to accept contracted principal and interest payments *CR.626*. November 2, 2007 *CR.838-40* and December 3, 2007 *CR.841-2*, Countrywide noticed Haase of default, intent to accelerate and acceleration. December 31, 2007, Haase filed suit against Countrywide in the TX400th for breach of contract *CR.14*, amending his claims since.

June 4, 2008, Security was Recorded in Fort Bend County Records, assigned to MORGAN STANLEY ABS Capital Trust I Inc. Trust 2006-HE6, Mortgage Pass Through Certificates, Series 2006-HE6 with Respondent as Trustee *CR.1274*; there is no evidenced recordation of Note nor Deed *CR.3919;4575*.

D. Trial Court - TX400th

Haase made production requests of Respondent to ascertain Standing; Respondent refused *TDoC*.

April 26, 2012, Respondent filed its Amended Answer and Original Counterclaim *TDoC* [filing well past TX Statutes of Limitation, which are 4 years] *Br.39-44*.

May 10, 2012, Haase filed motion to compel Respondent Standing Discovery *CR.159;TDoC*. With a jury trial scheduled June 18, 2012 and discovery hearing May 21, 2012 *TDoc*, May 18, 2012, Respondent *Removed* to the Southern District of Texas (hereinafter "SDTX") [Respondent avoided Standing Discovery and a jury trial].

November 13, 2015, Respondent *Removed* again to the SDTX; where, February 19, 2016 in 4:15-cv-03349, recognizing no federal question, Federal District Judge Lake in a *Final Judgment Remanded* back to the TX400th *Ap.37*.

November 5, 2018, Non-entity filed a verified motion to retain *CR.2399;TDoC* [there is no appearance, claim nor registration for a DEUTSCHE BANK NATIONAL COMPANY].

November 15, 2018, Non-entity filed an amended motion for summary judgment *CR.2402;TDoC*.

November 30, 2018, Haase filed an amended request for trial setting *TDoc*.

February 20, 2019, the TX400th *Granted* Non-Order to Non-entity with no material nor monetary award *Id*; March 14, 2019, Haase filed objection to Non-Order, specifically objecting to the Non-entity *TDoC*; there was no viable response from Respondent or the 400th.

September 10, 2019, Non-entity filed a nunc pro tunc *TDoC*; December 1, 2020, the TX400th *Granted*, providing Non-entity material and monetary awards *Id*.

October 12, 2021, Respondent filed a second nunc pro tunc to replace Non-entity with Respondent *Id*.

Finally, having Respondent before the TX400th again, October 25, 2021, Haase filed an amended second motion to compel Respondent Standing Discovery *TDoc*.

November 8, 2021, the TX400th *Grants* Respondent the second nunc pro tunc and, without hearing, *Denies* Haase's motion to compel Standing Discovery *TDoc*.

December 15, 2021, Haase files objection and bill of exception to November 8, 2021 hearing, along with Plea to Jurisdiction of the Court; as, there is no evidence of Respondent Standing *TDoc*.

December 6, 2021, refusing hearing, the TX400th *Denied* Haase's objection, bill of exception and plea to jurisdiction of the court *TDoc*.

E. Federal Court - SDTX

December 10, 2012, with no federal question, in 4:12-CV-1538, District Judge Miller *Grants* Summary Judgment to Respondent and BANA *Ap.32;CR.1847*. Haase appealed to the Fifth Circuit; where in No. 12-20806, Miller was *Affirmed Ap.35*; Haase filed petition for Writ of Certiorari; No. 14-5803 was *Denied Ap.36*.

February 19, 2016 in 4:15-cv-03349, District Judge Lake in a *Final Judgment Remanded* Respondent's Claims to the TX400th *Ap.37;CR.2351*. TX Courts are not required to follow a federal court order in regard TX Law, unless that court is the United States Supreme Court.²²

F. TX Appellate Court - TX1CoA

Haase's Appeal was assigned a three-judge panel consisting of Judges Hightower, Farris and Rivas-Molloy with Veronia Rivas-Molloy presiding, as well as writing orders and opinions. Having no application of material fact to TX Law, Haase filed motions in the TX1CoA for the TX1CoA to order the TX400th to file Findings of Fact and Conclusions of Law *Appellant Docket (hereinafter "ADoC")*; Haase's Motions were *Denied*.

September 20, 2021, Haase filed his principal brief. November 2, 2021, Non-entity filed a motion to abate to file a second nunc pro tunc in the TX400th *ADoc*.

December 15, 2021, Haase filed motion to amend briefing schedule and principal

22 "A [federal] court should decline to exercise judgement over state law claims" *Brookshire Bros. Holding, Inc. v. Dayco Prods., Inc.*, 554 F.3d 595,602 (5th Cir.2009); and further, "[a]s a general rule, 'a [federal] court should decline to exercise jurisdiction over remaining state law claims when all federal-law claims are eliminated before trial....'" (*Id.* at 602). "It is well-established that Texas courts are bound to follow the judicial decisions only of higher Texas courts and the United States Supreme Court" *Penrod Drilling Corp. v. Williams*, 868 S.W.2d 294,296 (Tex.1993).

"The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people" *Amend X*.

brief that was *Granted*. April 21, 2022, Haase filed Br, an amended principal brief. June 3, 2022, Respondent filed response brief. August 4, 2022, Haase filed reply brief. August 29, 2023, TX1CoA *Dismissed* Haase's Appeal, stating lack of Jurisdiction, that his appeal to Non-Order was late *Ap.2,14-16,29,29-30*. October 9, 2023, Haase filed a request for Rehearing that was *Denied ADoc*. Op is available as *RICHARD A. HAASE and Richard A. Haase, Appellant v. DEUTSCHE BANK NATIONAL TRUST COMPANY*, Appellee, No. 01-20-00854-CV.

G. TXSCt

With rulings in this Cause not making any logical, material nor legal sense and having no application of material fact to TX Law, August 2, 2021, Haase filed Writ of Mandamus to the TXSCt to order the TX400th to provide a filing of Findings of Fact and Conclusions of Law *TXSCt 21-0647*; August 23, 2021, Haase's Writ of Mandamus was *Denied Ap.51*.

May 10, 2024, Haase's Petition for Review to the TXSCt was *Denied Ap.52*; July 12, 2024, Haase's Motion for Rehearing was *Denied Ap.45*.

H. USSCt

From the Fifth Circuit, November 10, 2014, Haase filed with the USSCt petition for writ of Certiorari; December 8, 2014 No. 14-5803 was *Denied Ap.36*.

September 25, 2024, Haase filed with the USSCt application for 45-day extension of time to file petition; 24A313 was *Granted* October 1, 2024 *Ap.48*.

November 23, 2024, Haase mailed his petition for Writ of Certiorari that was received December 3, 2024; from which, the Clerk noted December 5, 2024 in a letter to Haase that his petition failed to comply with Rules of the Court, providing Haase 60 days to refile

Ap.49. Clerk of the Court repeated this exercise noting additional failures, returning February 4, 2025 and providing an additional 60 days to amend and refile *Ap.52.*

V. Reasons for Granting Writ

Haase's Questions before the Court present questions of judicial respect for the rule of law, notably US and TX Const, Statutes, Rules, Codes and Case Law, and in concert, questions of integrity and civility. Haase presents again this an appropriate vehicle for this Honorable Court to reestablish the rule of law; and thereby, support integrity and civility in America.

Question 1a - Whether the fundamental right of due process is violated when a non-final non-appealable order is modified via nunc pro tunc to create a final appealable order; after which, appeal is filed from the final appealable order; and the appellate court dismisses appeal for lack of jurisdiction, ruling the appeal non-timely from the original non-final non-appealable order?

Op rules the TX1CoA has no jurisdiction; as, Haase did not timely file appeal from Non-Order *Ap.2,14-16,29,29-30.* However, Non-Order cannot be final; as, it does not dispose of all parties and claims before the court *Id*; further, it must contain the full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered *Supra.*

Non-Order is followed by two nunc pro tunc orders that in combination create a final appealable order *Supra.* Non-Order is not appealable. Haase objected to Non-Order, obtaining no response from Respondent or the TX400th *CR.3285,3325;TDoC;Supra.*

The first nunc pro tunc provides material and monetary awards to Non-entity *Id*; the second replaced Non-entity with Respondent *Id.*

"If there is no comprehensive judgment, only a string of partial orders pertaining to particular parties or issues the order that addresses the last remaining party or issue

is the final order for appeal purposes, and all of the earlier orders merge into the last order, which constitutes the final judgment in the case” *Webb v. Jorns*, 488 S.W.2d 407,408-409 (Tex.1972); *Fisher v. Yates*, 953 S.W.2d 370,374-375 (Tex.App.-Texarkana 1997,no writ) (second of two summary judgment orders was final and appealable judgment because it disposed of all remaining claims and parties) *Runny-mede Corporation v. Metroplex Plaza, Inc.*, 543 S.W.2d 4,5 (Tex.Civ. App.-Dallas 1976,writ refd); also, *Coastal Banc SSB v. Helle*, 48 S.W.3d 796,800 (Tex.App.-Corpus Christi 2001,pet.denied).

Op does not provide substantial due process.

Op conflicts with TX Const Art I § 19, Statutes, Rules, Codes and Case Law.

Importantly, Op conflicts with the US Const Amend V, XIV and Article VI Cl 2.

Question 1b - Whether the fundamental right of due process is violated when award is made to Respondent whose claim violates statutes of limitation?

April 26, 2012, Respondent filed its Original Counterclaim *TDoC*.

Respondent, Lender and/or Servicer, is evidenced to have breached Note October 29, 2007, 60 days post Haase’s Notice of August 30, 2007 *Supra*, sent Haase notice of default, acceleration and intent to accelerate November and December 3, 2007 *Supra* with the instant petition filed December 31, 2007 *TDoC*.

Respondent cannot have a counterclaim of foreclosure; as, statutes of limitation expired prior to Respondent filing its claim. Respondent filed its counter-claim four (4) years and six (6) months after breach of contract, e.g. October 29, 2007 to April 26, 2012, four (4) years and five (5) months after its notices of breach, acceleration and intent to accelerate, e.g. November 2, 2007 to April 26, 2012, and four (4) years and four (4) months after Haase filed his Original Petition, e.g. December 31, 2007 to April 26, 2012.

The Statute of Limitations for a breach of contract claim is four (4) years. “A person must bring suit on the following actions not later than four years after the day

the Cause of action accrues: specific performance of a contract for the conveyance of real property” *TX CP&RC § 16.004 (a)*; also, *Willis v. Maverick*, 760, S.W.2d 642,644 (Tex.1988). “A Cause of action generally accrues and the statute of limitations begins to run when facts come into existence that authorize a claimant to seek a judicial remedy” *John & Higgins of Tx. v. Kenneco Energy*, 268,962 S.W.2d 507,514 (Tex.1998); and, *Exxon Corp. v. Emerald Oil and Gas Co.*, 331 S.W.3d 419,54 TXSCt. J. 3247 (Tex.2010). “A cause of action for breach of contract accrues when the contract is breached” *Hurbrough v. Cain*, 671, S.W.2d 216,221 (Civ.App.-Tyler 1978,no writ); and *Slusser v. Union Banksters Ins. Co.*, 72 S.W.3d 713,717-18 (Tex.App.-Eastland 2002,no pet.). “An action for judicial foreclosure or sale of real property under a power of sale in a mortgage or [Deed] must be undertaken not later than four years after the day the Cause of action accrues” *TX CP&RC § 16.035(a),(b)*; *Financial Freedom Senior Funding Corp. v. Horrocks*, 294 S.W.3d 749,754-56 (Tex.App.-Houston [14th District] 2009,no pet.). And, “[i]f a party seeks to enforce the lien or [Deed] or seeks to foreclose on the property used as security, the four-year period of Section 16.0035(a) applies to the action” *Aguero v. Ramirez*, 70 S.W.3d 372,374-75 (Tex. App.-Corpus Christi 2002,pet. denied). “The exercise of right of acceleration requires two acts: (1) notice of intent to accelerate, and (2) notice of acceleration” *Shumway v. Horizon Credit Corp.*, 801 S.W.2d 890,892 (Tex.1991); and, *Holly Cross Church of God in Christ v. Wolf*, 44 S.W.3d 562,569-70 (Tex.2001). As evidenced, Respondent noticed Haase on or about November 2, 2007 and again December 2, 2007 of default,

acceleration and intent to accelerate *Id.* Whether a right of acceleration was exercised is a fact question [for jury deliberation]" *Id.*

"On expiration of the four-year limitations period, the real property lien and a power of sale to enforce the real property lien become void" *TX CP&RC § 16.035(d)*; *Burney v. Citigroup Global Markets Realty Corp.*, 244 S.W.3d 900,903-04 (Tex.App.-Dallas 2007,no pet.).

In conclusion, Respondent's original counter-claim is past all statutes of limitation; therefore, Respondent has no claim nor Standing.

Op does not provide substantial due process.

Op conflicts with TX Const Art I § 19, Statutes, Rules, Codes and Case Law. Importantly, Op conflicts with the US Const Amend V, XIV and Article VI Cl 2.

Question 1c - Whether the fundamental right of due process is violated when Claimant obtains an award without evidence of Standing or Standing Voidance is ignored?

There is no evidence of Respondent Standing.

Haase filed two motions to compel Respondent Standing Discovery; the first was avoided with Respondent *Removal Id*; the second denied hearing in 2021 by the TX400th *Id.* Haase filed plea to jurisdiction of the court in the TX400th *TDoC* and in Br before the TX1CoA; the TX400th denied without hearing and TX1CoA *denied* without review *Br.47*.

Importantly, Respondent lost any Standing with its breach of statutes of limitation *Supra*.

“The issue of standing focuses on whether a party has a sufficient relationship with the lawsuit to have a 'justiciable interest' in its outcome” *Austin Nursing Ctr. v. Lovato*, 171 S.W.3d 845,848 (Tex.2005). “[Respondent] must show an actual or threatened invasion of [its] rights, not someone else’s rights” *Texas Worker’s Compensation Com’n v. Garcia*, 893 S.W.2d 504,518 (Tex.1995). Respondent has not even demonstrated Holder-in-due-course to Note²³.

Further, there is no recordation of Note nor Deed as required in the TX PC *Supra*. Op states there is a recordation *Ap.3,4,26*; that is a false representation; only Security is recorded *Supra*. At best, Op creates a genuine issue of material fact as to whether Security can meet definition of a Note or Deed. “All unrecorded [Deeds] and mortgages are void as to all creditors and subsequent purchasers for value without notice” *TX PC § 13.001(a)*; *Denson v. First Bank & Trust of Cleveland*, 728 S.W.2d 876,877 (Tex.App.-Beaumont 1987, no writ).

“Standing may also be required by statute [in the instant petition, TX Property Code 13.001 [*Supra*], and if so, standing will be conferred only if a party complies with the statutory provisions” *Bowles v. Wade*, 913 S.W.2d 644,647,651 (Tex.App.-Dallas 1995, den.) - plaintiff could not maintain action because standing requirements of Government Code provisions had not been met).

Op claims Respondent timely filed its counter-claim *Ap.1,2,4-10,13,16-17,20,24,26-28*; there is no record of a Respondent Claim in this Cause prior April 26, 2012 *Br 39-43;TDoc*.

“A trial court lacks jurisdiction and should grant a plea to the jurisdiction where [Respondent] ‘cannot establish a viable takings claim’. ‘It is fundamental that, to recover under the constitutional takings clause, one must first demonstrate an

²³ “A party to an instrument has notice of every recital, reference, and reservation contained in or fairly disclosed by any instrument that forms an essential link in the party’s chain of title” *MBank Abilene, N.A. v. Westwood Energy, Inc.*, 589,723 S.W.2d 784,786-87 Tex.App.-Eastland 1986,no writ).

ownership interest in the property taken” *TX DOT & Edinburg v. A.P.I. Pipe & Supply, LLC*, 397 S.W. 3d 162 (Tex.2013).

“No ... lien on the homestead shall ever be valid unless it secures a debt described by this section” *TX Const art. XVI § sec. 50(c)*. This language is clear unequivocal and binding. ... [C]ure provisions in the homestead provision of the state constitution are the sole mechanism to bring a non-compliant loan into constitutional compliance.

In conclusion, Respondent has no Standing, a necessary component of subject-matter jurisdiction, a constitutional prerequisite to maintaining suit *Texas Ass'n of Bus. v. TX Air Control Bd.*, 852 S.W.2d 440,444 (Tex.1993). As a necessary component of a court's subject-matter jurisdiction, Standing cannot be waived and can be raised for the first time on appeal *Id at 445-46*. Appellate courts are obligated to review sua sponte issues affecting jurisdiction *M.O. Dental Lab v. Rape*, 139 S.W.3d 671,673 (Tex.2004); also, *Bowles v. Wade*, 913 S.W.2d 644,647 (Tex.App.-Dallas 1995, writ denied); and, *Centurion Planning Corp., Inc. v. Seabrook Venture II*, 176 S.W.3d 498,508 (Tex.App.-Houston [1st Dist.] 2004, no pet.).

Op conflicts with TX Const Art I § 19, Statutes, Rules, Codes and Case Law. Importantly, Op conflicts with the US Const Amend V, XIV and Article VI Cl 2.

Question 2 - Whether there is a fundamental right to civil trial by jury when genuine issues of material fact are evidenced?

It is critical to remind the Court that a jury trial was scheduled June 18, 2012 *TDoC*; the jury trial was missed due to Respondent *Removal* with both SDTX District Judges, Miller and Lake, noting there was no federal question with Lake *Remanding* to the TX400th in Final Judgment²⁵ *Ap.32;37*.

Haase properly evidenced and argued numerous genuine issues of material fact before the TX1CoA *Br.24-44*²⁴.

The [appellate] court is to review appeal of summary judgment *de novo* *Nall v. Plunkett*, 404 S.W.3d 552,555 (Tex.2013); *Exxon Corp. v. Emerald Oil & Gas Company*, 331 S.W.3d 419,422 (Tex.2010). The standard to be applied when considering whether a trial court erred in granting a motion for summary judgment is the same as that applied by the trial judge in deciding to grant the motion, whether [Respondent] with the burden of proof sustained that burden. *In Matter of J.A.M.*, 945 S.W.2d 320-322 (Tex.App. SanAntonio,1997,no writ).

Respectfully, when in petition before this Honorable Court where a district court rendered summary judgment against plaintiff, plaintiff's version of the facts [has] to be accepted on appraisal of his claim by the Supreme Court Fed. R. Civ. Proc. 56(c); 28 U.S.C.A.; and *Bishop v. Wood*, 426 U.S. 341 (1976).

Haase executed Truth, Note and Security to finance his TX Homestead *Supra*. Respondent is evidenced to have breached said contractual documents by refusing to

24 Op conflicts - "For the trial court to perform a summary judgment ruling, the trial court must find that there is no genuine issue of material fact" *Amoroso v. Aldine Indep. School Distr.*, 808 SW.2d 118,121 (Tex. App.-Houston [1st dist.] 1991,pet.den.). "To prevail, [Respondent is] required to prove that there is no genuine issue as to any material fact and that [it is] entitled to judgment as a matter of law" *Park Place Hosp. v. Estate of Milo*, 909 S.W.2d 508,510 (Tex.1995). "The party moving for traditional summary judgment [has] the burden to submit sufficient evidence that establishe[s] on its face that 'there is no genuine issue of material fact' and that it is 'entitled to judgment as a matter of law'" *Amedisys, Inc. v. Kingwood Home Health Care, LLC*, 437 S.W.3d 507,511 (Tex.2014). "Evidence favoring [Haase] will be taken as true, with reasonable inferences indulged and doubts resolved in [Haase's] favor" *Harwell v. State Farm Mut. Auto. Ins. Co.*, 896 S.W.2d 170,173 (Tex.1995); and, *Nixon v. Mr. Property Management Co.*, 690 S.W.2d 546, 548–549 (Tex. 1985). The court, "[examines] evidence in the light most favorable to [Haase] and [indulges] all reasonable inferences and resolves all doubts in [Haase's] favor" *Goodyear Tire & Rubber Co. v. Mayes*, 236 S.W.3d 754,756 (Tex.2007) (per curiam). Finally, "[e]vidence favoring [Respondent] will not be considered if it is controverted by [Haase]" *Robinson v. Chiarello*, 806 S.W.2d 304,307 (Tex. App.-Fort Worth 1991,writ denied).

accept the contracted monthly principal and interest payment, \$1,241.70, *Supra*, demanding of Haase monthly amounts ranging from \$1,290.62 to \$2,987.12 *Supra*; in response, Haase noticed Respondent, Lender, and/or Servicer, to comply with Note, e.g. contract, *Supra*; instead of compliance, Respondent, Lender and/or Servicer, noticed Haase of mortgage default, acceleration and intent to accelerate *Supra*.

Security defines contract breach by Respondent, Lender and/or Servicer, as a time of sixty (60) days after notice by Haase for Respondent, Lender and/or Servicer, to comply with contract; after which, should Respondent not comply, Respondent forfeits all principal and interest *Supra*.

Op puts forth a false representation relating to homeowner's insurance *Ap.1,3-4,21*; there is no evidence to support this falsehood. In fact, Haase sent numerous letters to Respondent, Lender and/or Servicer, to ascertain what was the issue *Id*, never receiving a response, certainly never receiving demand or notice for payment of homeowner's insurance.

Now, Respondent improperly claims a question of homeowners' insurance *Ap.1,3-4,21*; Security provides in the event of such an occurrence that any "Respondent payment bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from [Respondent] to [Haase] requesting payment" *Supra*.

Again, it is critical to note there is no evidence of any notice from Respondent, Lender and/or Servicer, to Haase for payment of homeowner's insurance prior to Respondent, Lender and/or Servicer placing Haase's Note in default, acceleration and providing notice to accelerate *Supra*. Most importantly, in deposition, neither Haase nor his ex-wife, Audrey Haase, are aware of or received any notice regarding homeowner's

insurance. All is while, Respondent did notice Haase to obtain a new homeowner's insurance policy, a notice upon which Haase timely complied *Supra*. Finally, Respondent and Haase are contractually required to provide a sixty (60) day notice to the other to comply with contract prior to any claim of breach thereto *Supra*. Critically, section 59(a)(5)(Q)(x) of the TX Const is quoted in Security *Supra*.

While interpretation of the intent and language of contractual documents is a fact question for the jury, “[g]enerally, the writing alone is sufficient to express the parties’ intentions for it is the objective, not subject intent, that controls” *Matagorda County Hosp. Dist. V. Burwell*, 189 S.W.3d 738,740 (Tex. 2006); and “[c]ontract terms are given their plain, ordinary, and generally accepted meanings” *Valence Operating Company v. Dorsett*, 164 S.W.3d 656,662 (Tex. 2005).

Haase first noticed Respondent, Lender and/or Servicer, to comply in an Express Mail Letter August 30, 2007 *Supra*; while, there is no evidence of any Respondent, Lender or Servicer, compliance or response within 60 days; when, a 60 day compliance is required by the TX Const and Security, contract, *Supra*.

While Respondent Breach of Contract is a fact question for jury deliberation, material evidence for jury deliberation demonstrates that Respondent, Lender and/or Servicer breached contract, Note, Truth and/or Security: 1) multiple times demanding a monthly payment of \$2,987.00 without any justification *Supra*, when the contracted monthly payment is \$1,241.70 *Supra*; 2) not relinquishing principal and interest due after refusing to comply within the 60-day notice *Supra*; 3) placing Haase’s Note in default, acceleration and notice of intent to accelerate without providing Haase the

requisite 60-day notice to comply *Supra*; 4) placing Haase's Note in default, acceleration and notice of intent to accelerate for a homeowner's insurance payment that was not requested per Security *Supra*; and finally, 5) refusing to accept the contracted monthly payment of \$1,243.70 *Supra*.

"A breach of contract occurs when a party fails to perform an act or thing that the party has expressly or impliedly promised to perform" *Gasper v. Lawnpro, Inc.*, 372 S.W.3d 754,757 (Tex.App.-Dallas 2012,no pet.; *Henry v. Masson*, 333 S.W.3d 825,835 (Tex.App.-Houston [1st Dist.] 2010,no pet.); *R&W Supply, Inc. v. Beckman*, 305 S.W.3d 10,16 (Tex.App.-Houston [1st Dist.] 2009,pet.denied).

Default or breach of contract by one party excuses performance by the other party²⁵. More accurately and a fact issue for jury deliberation, breach of a "mutually dependent promise" excuses performance of a reciprocal "dependent promise"²⁶. Among other things, this means that when one party breaches a dependent promise, the party not in breach may bring suit for breach of contract without having performed the party's contractual obligations²⁷. A contention that a party to a contract is excused from performance because of a prior material breach by the other party is an affirmative defense that must be affirmatively [pled]²⁸; Haase so plead *CR.2510*.

Haase has demonstrated, at a minimum, genuine issues of material fact against summary judgment. Respondent, Lender and/or Servicer, is evidenced in at least five

²⁵ *Mustang Pipeline Co. v. Driver Pipeline Co.*, 134 S.W.3d 195,196 (Tex.2004); *Quick v. Plastic Solutions of TX, Inc.*, 270 S.W.3d 173,190 (Tex.App.-El Paso 2008,no pet.h.); *Compass Bank v. MFP Financial Services*, 152 S.W.3d 844, 852 (Tex.App.-Dallas 2005,pet.denied); *Gupta v. Eastern Idaho Tumor Inst.*, 140 S.W.3d 747,756 (Tex.App.-Houston [14th Dist.] 2004,pet.denied); *Barnett v. Coppell North TX Court, Ltd.*, 123 S.W.3d 804,815 (Tex. App.-Dallas 2003,pet.denied).

²⁶ *Tesoro Petroleum v. Nabors Drilling USA*, 106 S.W.3d 118,127 (Tex.App.-Houston [1st Dist.] 2002,no pet.) (prerequisite to [] excuse of performance is that covenants must be mutually dependent promises).

²⁷ *Arceneaux v. Price*, 468 S.W.2d 473,474 (Civ.App.-Austin 1971,no writ).

²⁸ *Compass Bank v. MFP Financial Services*, 12 S.W.3d 844,852 (Tex.App.-Dallas 2005,pet.denied).

instances of material breach of contract, thereby demonstrating at least five genuine issues of material fact.

“To perform a summary judgment ruling, the [court] must find that there is no genuine issue of material fact” *Amoroso v. Aldine Indep. School Distr.*, 808 SW.2d 118,121 (Tex.App.-Houston [1st dist.] 1991,pet.den.). While a fact issue for jury deliberation, Haase has further presented evidence of many and certainly at least one vital fact against summary judgment that demonstrates Respondent, Lender and/or Servicer, breach of contract; Haase has evidenced vital fact(s): (a) that are evident, (b) the court is not barred from giving weight, and (c) that present more than a scintilla of material evidence, and where (d) there is no evidence that conclusively establishes the opposite.

“A no evidence point [can only] be sustained when (a) there is a complete absence of evidence of a vital fact, (b) the court is barred by rules of law or of evidence from giving weight to the only evidence offered to prove a vital fact, (c) the evidence offered to prove a vital fact is no more than a mere scintilla, or (d) the evidence conclusively establishes the opposite of the vital fact” *King Ranch v. Chapman*, 118 S.W.3d 742,751 (Tex.2003).

While Haase demonstrates many genuine issues of material fact, just one demonstrated genuine issue of material fact provides Haase a constitutional right to trial by jury as was scheduled June 18, 2012 *TDoC* and requested a second time October 16, 2019 *TDoc*.

“The trial of all causes in District Courts, the plaintiff or defendant shall, upon application made in open court, have the right of trial by jury; but no jury shall be empaneled in any civil case unless demanded by a party to the case, and a jury fee be paid by the party demanding a jury, for such sum, and with such exceptions as may be prescribed by the Legislature” *Art. V § 10 TX Const.*

“The right to trial by jury is one of our most precious rights, holding a sacred place in English and American history” *General Motors Corp. v. Gayle*, 951 S.W.2d 469,476 (Tex.1997); also, “[d]enial of a party’s constitutional right to trial by jury constitutes reversible error” *McDaniel v. Yarbrough*, 898 S.W.2d 251,253 (Tex.1995).

Summary judgment was an abuse of discretion and reversible error; while critically, having no federal question. TX Courts are respectfully not required to follow an order from a federal court in regard TX Law unless that court is the United States Supreme Court²².

Op conflicts with the TX Const Art I § 15, Art. V § 10, Art. XVI §§ 50(a)(6)(Q)(x) and 50(c), Statutes, Rules, Codes and Case Law. Importantly, Op conflicts with the US Const Amend VII and Art. VI Cl 2.

Question 3 - Whether there is a fundamental right of contract?

Given material evidence, at least one contractual obligation in at least one of Note, Trust and Security must be impaired for Respondent to prevail.

Monthly Principal and Interest Payments - Security states that should Respondent, Lender and/or Servicer, not comply with Note after Haase provides a 60-day notice to comply “all principal and interest be forfeited by [Respondent]” *Supra*.

Haase noticed Respondent, Lender and/or Servicer of contract non-compliance, asking Respondent, Lender and/or Servicer, to comply *Supra*. There is no evidence of Respondent, Lender and/or Servicer, compliance nor response to Haase’s many notices *Supra*. It can therefore be readily established that, per contract, Security, ***Respondent is contractually required to forfeit all principal and interest in Note.***

Homeowner’s Insurance – Respondent, Lender and/or Servicer, noticed Haase September 11, 2007 of an alleged lapse in homeowner’s insurance coverage (of which Haase was not aware) and that to maintain monthly principal and interest payments, Haase needed to timely obtain homeowners insurance; it is evidenced Haase timely met the demand and requirement of Respondent within days *Supra*. Importantly,

should Haase not have complied with the noticed demand of Respondent, Lender and/or Servicer, Respondent purchase of homeowner's insurance "shall become additional debt of [Haase] and shall be payable, with interest, upon notice from [Respondent] to [Haase] requesting payment" *Id.*

Again, *it is critical to note that there is no evidence of any notice from Respondent to Haase for payment of homeowner's insurance Supra.*

Op violates contractual obligations in Note and Truth by requiring Haase make monthly principal and interest payments of \$2987 when \$1247 is contracted. Op further violates contractual obligations in Surety by requiring Haase to have made a homeowner's insurance payment without notice and not requiring Respondent to forfeit principal and interest by refusing contractual payments.

Forcing scenarios that are both outside of and conflicting with contract is for the TX400th and TX1CoA to violate Haase's Right of Contract that is protected by the US Const Art. I § 10 Cl. 1 *Supra*, as well as the TX Const Art. I § 16 *Supra*. Respondent, Lender and/or Servicer, is contractually required to:

- a) Accept monthly principle and interest payments of \$1243; however, Respondent refused *Supra*.
- b) Notice Haase of any needed payment of homeowners' insurance; however, there is no evidence that Respondent provided notice *Supra*.
- c) Comply with Note and Security upon notice from Haase; however, after receipt of Haase's notice, it is evidenced that Respondent, Lender and/or Servicer, did not comply *Supra*.
- d) Forfeit all principal and interest as compliance was not achieved within 60 days of Haase's notice to Respondent for compliance *Supra*.
- e) Conform strictly to provisions of the TX Const which also requires that Respondent forfeit principal and interest as compliance was not achieved within 60 days *Supra*.

“The Contract Clause's prohibition of any state law impairing the obligation of contracts must be accommodated to the State's inherent police power to safeguard the vital interests of its people. The threshold inquiry is ‘whether the state law has, in fact, operated as a substantial impairment of a contractual relationship’” *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234,244, 98 S.Ct. 2716,2722,57 L.Ed.2d 727; also, *Energy Reserves Group, Inc. v. Kansas Power and Light Co.*, 459 U.S. 400 (1983).

Op conflicts with TX Const, specifically, the TX Const Art. I § 16 and Art. XVI §§ 50(a)(6)(Q)(x) and 50(c), Statutes, Codes and Case Law. Importantly, Op conflicts with Art. I § 10 Cl 1 and Cl 2 of the US Const.

Op Makes Many False Representations – Haase understands and appreciates that the Court would not wish a petition based upon factual errors. Respectfully, in the instant petition, there are so many factual errors as to create a false narrative that does not resemble the record²⁹.

Importantly, Op falsely presents that Countrywide obtained summary judgment *Ap.5*. Not so; Countrywide did not even exist at that time *Ap.31;CR.886*, nonsuiting all claims *TDoc*; while, the same judge in the TX400th, Vasek, thereafter scheduled a jury trial [the falsehood and audacity to improperly argue summary judgment before a trial court without Standing or even existence - such fraud].³⁰

²⁹ Op rules in footnote 1 that Petitioner improperly represents himself as a corporation; this is another false representation; Petitioner has stated in numerous filings before TX and does so before this Court that Petitioner represents himself as a citizen of the United States and Texas Corporations in all caps and as citizen of the United States and Texas Republics in lower case letters, as is convention.

³⁰ Respondent has made this same false representation to every court involved with this Cause.

Summary and Conclusion

Op is repugnant to the law, TX and US Const, Statutes, Rules, Codes and Case Law. In combination with false material presentations, Op can only be considered a fraudulent document.

Respectfully, Certiorari needs be granted.

Respectfully, the rule of law must be maintained.

Respectfully, home mortgages need the rule of law.

Respectfully, an earned Home is a right to life, liberty and the pursuit of happiness, which needs protection.

Respectfully, Haase's Claims should be reinstated and this Cause either provided Ruling by this Honorable Court or Remanded for a jury trial on the merits, as was scheduled.

Respectfully submitted,



RICHARD ALAN HAASE, Pro Se'



Richard Alan Haase, Pro Se'

4402 Ringrose Drive
Missouri City, Texas 77459
Phone 281-261-9543
Richard.Haase@clearvalue.com

No. _____ – _____

IN THE
Supreme Court of the United States

RICHARD HAASE and Richard Alan Haase;
Petitioner

V.

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

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

CONTENT DECLARATION

1. "My name is RICHARD ALAN HAASE and Richard Alan Haase. I am filing the instant petition for Writ of certiorari to the United States Supreme Court from the First Court of Appeals for the State of Texas ("TX"), *RICHARD ALAN HAASE & Richard Alan Haase v. DEUTSCHE BANK NATIONAL TRUST COMPANY, INC., et al.*; No. 01-20-00854-CV, having petition for review denied by the TX Supreme Court. I am over the age of eighteen (18) and of sound mind. I reside in Fort Bend County, TX. I have never been convicted of a crime and am fully competent to make this Declaration. I am not disqualified to testify as a witness in any Court. I have personal knowledge of the facts stated herein; they are all true and correct. I am in possession of my mental faculties and competent to make this Declaration."
2. "I do swear that, in the instant petition, every factual presentation is true and legal argument correct to be best of my ability."
3. "I do further swear that in correcting my petition to Rules of the Court from the November 23, 2024 submittal, there is no substantive change in content."
4. "I do still further swear that, to the best of my knowledge and ability, appendix pages 1 through 72 attached to the instant petition are true and accurate copies or recreations of the original document converted to a 12 point Century Schoolbook Font."

5. "I am the custodian of my legal records in this proceeding. I am familiar with the manner in which said records are created and maintained by virtue of my duties and responsibilities."
6. "It is my regular practice to make a true and correct copy of a record at or near the time of each act, event, condition, opinion or diagnosis set forth in the record."
7. "It is the regular practice of me to keep these types of records in the course of my regularly conducted business activity, and to make a true and correct copy from information transmitted by persons with knowledge of the matters set forth in the record."

A handwritten signature in black ink, consisting of several overlapping loops and a final upward stroke.

By: _____

Richard Alan Haase
4402 Ringrose Drive
Missouri City, Texas 77459
Richard.Haase@clearvalue.com

No. _____ – _____

IN THE
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RICHARD HAASE AND Richard Alan Haase;
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DEUTSCHE BANK NATIONAL TRUST COMPANY, INC; et al.,
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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, Appellants¹

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. Appellants² 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.

Background³

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

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 answer⁷ 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.

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 defendants¹⁰ 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

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

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.

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.]

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.

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.

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.

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”

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

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

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.*

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 Tille 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 from 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	§ IN THE DISTRICT COURT
and AUDREY L. HAASE,	§
<i>Plaintiffs.</i>	§
	§ OF
V.	§
	§
COUNTRYWIDE	§ FORT BEND COUNTY,
HOME LOANS, INC,	§ TEXAS
et al.	§
	§
<i>Defendants.</i>	§ 400 th 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.

COUNTRYWIDE
HOME LOANS, INC.,
et al.

Defendants.

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CIVIL ACTION H-12-1538

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, 2012-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,

A handwritten signature in black ink, appearing to read "Scott S. Harris", written in a cursive style.

Scott S. Harris, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RICHARD A. HAASE
and AUDREY L. HAASE,
Plaintiffs.

V.

COUNTRYWIDE
HOME LOANS, INC,
et al.

Defendants.

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CIVIL ACTION H-15-3349

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

ORDER FOR NUNC PRO TUNC¹

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

SECOND ORDER FOR NUNC PRO TUNC¹

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
COA #: 01-20-00854-CV

DATE: 8/20/2021
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
COA #: 01-20-00854-CV

DATE: 5/10/2024
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
COA #: 01-20-00854-CV

DATE: 7/12/2024
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

A handwritten signature in black ink, appearing to read "Rashonda Garner".

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 33.1(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. Haase:

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

Phone: 281.261.9543
richard.haase@clearvalue.com

Richard Alan Haase

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
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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 & H₂ 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, H₂ 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, Mettallocene 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 thermophilic 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.

In the Supreme Court of the United States

RICHARD ALAN HAASE and Richard Alan Haase,
Petitioner

V.

DEUTSCHE NATIONAL BANK AND TRUST COMPANY, et al.
Respondents

CERTIFICATE OF COMPLIANCE & SERVICE

Certificate of Compliance with Type-Volume Limitation, Typeface Requirements,
and Type Style Requirements:

1. "The enclosed petition for writ of certiorari complies with Supreme Court Rules:
 - Printed on 60-pound white paper;
 - Booklets are perfectly bound with 110-pound tan color card stock;
 - Both left and right justified margins;
 - For 6-1/8 X 9-1/4-inch booklets, single spaced on a 4-1/8 X 7-1/8 print area;
 - For an 8.5 X 11-inch copy, double spaced, having 1-inch margins;
 - All quotations of 50 words or greater are indented and single spaced;
 - Century Schoolbook 12-point in the body and 10-point font in footers.
 - Printing is on both sides of paper;"
2. "The enclosed petition complies with Supreme Court Rule 33.1(g)(i), having a total word count of 2,975 words, as reported by Microsoft Word Software."
3. "A \$200 check is enclosed, payable to the United States Supreme Court".

4. "I, Richard Haase, do swear that on this date, June 27, 2025, as required by Supreme Court Rule 29, I have served the enclosed PETITION FOR WRIT OF CERTIORARI, as indicated below:

Clerk of Court (8.5 X 11 original plus original booklet and 39 copies)
United States Supreme Court
One First Street, N. E.
Washington, DC 20543
U.S. PRIORITY MAIL – Signature Receipt

Richard Dwayne Danner
McGlinchey Stafford PLLC
6688 North Central Expressway
Suite 400
Dallas, TX 75206
U.S. PRIORITY MAIL

First Court of Appeals
Room 245
301 Fannin Street
Houston, TX 77002
Electronic copy via the Texas Courts Electronic Filing System.

Texas 400th District Court
301 Jackson Street
Richmond, TX 77469
Electronic copy via the Texas Courts Electronic Filing System.

Fourteenth Court of Appeals
Room 245
301 Fannin Street
Houston, TX 77002
Electronic copy via the Texas Courts Electronic Filing System."

4. "I declare under penalty of perjury that the foregoing is true and correct."



Richard Alan Haase, Pro Se'
4402 Ringrose Drive
Missouri City, Texas 77459
Richard.Haase@clearvalue.com

Dated: June 27, 2025