

ORIGINAL

24-1300
No.

Supreme Court, U.S.
FILED

JUN 17 2025

OFFICE OF THE CLERK

In the
Supreme Court of the United States

Andrew John Blount,

Petitioner,

v.

Joan Michelle Blount,

Respondent.

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

**PETITION FOR WRIT OF
CERTIORARI**

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SUPREME COURT, U.S.

QUESTION PRESENTED

1. Whether a state appellate court violates the Fourteenth Amendment's Due Process Clause by *sua sponte* imposing an unargued, heightened evidentiary burden on a litigant—requiring “clear and convincing” proof to overcome a community-property presumption despite an unchallenged postmarital agreement designating the property as separate—thus denying that litigant notice and any opportunity to meet the new burden and resulting in the deprivation of substantial property rights.

STATEMENT OF RELATED PROCEEDINGS

The 199th Judicial District Court, Collin County, Texas, *In the Matter of the Marriage of Joan Michelle Blount and Andrew John Blount and in the Interest of F.L.J.B., a Child*, Cause No. 199-56389-2020, final decree of divorce filed on December 13, 2022.

The Court of Appeals for the Fifth District of Texas at Dallas, *In the Interest of F.L.J.B., a Child*, Case No. 05-23-00024-CV, opinion filed on June 21, 2024.

The Supreme Court of Texas, *In the Interest of F.L.J.B., a Child*, Case No. 24-0997, denied Petition for Review on January 31, 2025, and denied Motion for Rehearing on March 21, 2025.

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PETITION FOR WRIT OF CERTIORARI

In the 2020 divorce of Andrew and Michelle Blount in Texas, a 2005 postmarital agreement (PMA) designated over \$4 million in assets, including his income from RealPage, Inc., as Andrew's separate property. Admitted without objection and stipulated to by Michelle, the PMA should have governed the asset division under Texas Family Code Chapter 4 (the Uniform Premarital Agreement Act – "UPAA"). The UPAA makes marital agreements presumptively enforceable and legislates that the "exclusive remedy and defense" against them is invalidation. They can only be invalidated if the challenging party proves that they were not signed voluntarily or that the terms were unconscionable and lacked adequate disclosure. After the PMA was entered into evidence, the burden was on Michelle to prove it was invalid, if she so desired. She did not challenge it.

Nevertheless, the trial court ignored the PMA, recharacterizing Andrew's assets as community property and awarding a significant portion to Michelle, including 100% of his RealPage, Inc. 401(k) retirement account. The Texas Fifth District Court of Appeals memorandum opinion, filed June 21, 2024, upheld this ruling by *sua sponte* imposing a "clear and convincing" evidence standard—never raised at trial—on Andrew to prove the assets' separate status. This post-trial, non-legislated burden shift, revealed only in the appellate opinion, stripped Andrew of notice and any chance to meet the new burden, violating his due process rights. The Texas Supreme Court denied review, leaving this injustice unaddressed.

This Court should grant review and reverse the

clear due process procedural violation, which threatens the enforceability of marital agreements nationwide. Given that 26 states and the District of Columbia have laws based on the Uniform Premarital Agreement Act, millions of people depend on such agreements to safeguard their property rights. When courts can upend these contracts without warning or recourse, as occurred in this case, public trust in the judicial system falters. This case offers the Court an opportunity to safeguard foundational due process principles of fair notice and a meaningful chance to be heard.

OPINIONS BELOW

The 199th Judicial District Court, Collin County, Texas, *In the Matter of the Marriage of Joan Michelle Blount and Andrew John Blount and in the Interest of F.L.J.B., a Child*, Cause No. 199-56389-2020, final decree of divorce filed on December 13, 2022.

The Court of Appeals for the Fifth District of Texas at Dallas, *In the Interest of F.L.J.B., a Child*, Case No. 05-23-00024-CV, opinion filed on June 21, 2024.

The Supreme Court of Texas, *In the Interest of F.L.J.B., a Child*, Case No. 24-0997, denied the Petition for Review on January 31, 2025, and denied the Motion for Rehearing on March 21, 2025.

JURISDICTION

This Court has jurisdiction under 28 U.S.C. § 1257(a), as the petition arises from a final judgment of the highest court of a state, and it squarely presents a federal constitutional question.

CONSTITUTIONAL PROVISIONS INVOLVED

The Fourteenth Amendment's Due Process

Clause provides: "No State shall ... deprive any person of life, liberty, or property, without due process of law."

STATEMENT OF THE CASE

In July 2004, Andrew John Blount ("Andrew") and Joan Michelle Blount ("Michelle") were married. App-2. On March 30, 2005, they executed a postmarital agreement ("PMA"), titled "Indemnification and Release from Warranties Agreement", App-23, which designated that all income from Andrew's work with RealPage, Inc., and all assets acquired with that income are Andrew's separate property. App-23-24. The assets covered by the PMA ultimately totaled over \$4 million. App-11-12, 90-9.

In their 2020 divorce proceeding in the 199th Judicial District Court of Collin County, Texas, Andrew relied on this PMA and Texas Family Code Chapter 4 (the Uniform Premarital Agreement Act – "UPAA") to confirm the separate character of the assets in question. App 23-24.

Under Texas Family Code, marital property agreements are presumptively enforceable. Tex. Fam. Code § 4.105 (within Chapter 4) adopts principles of the UPAA, providing that a postmarital agreement is valid and binding unless the challenging party proves it was involuntary or unconscionable with inadequate disclosure. App-105-106. These are the "exclusive remedies and defenses" to a PMA. App-106. In this case, the PMA was admitted into evidence without objection, and Michelle stipulated to its admission. App-23. Michelle offered no evidence at trial to contest the validity or fairness of the PMA. App-23-24. Andrew justifiably expected that, absent any

challenge from Michelle, the agreed designation of his employment income and related assets as separate property would be honored in the divorce.

The trial court, however, disregarded the PMA. In the final divorce decree, the court characterized Andrew's RealPage, Inc. 401(k) and other PMA-designated assets as community property and awarded a substantial portion of those assets to Michelle. App-87-91. This outcome directly contravenes Texas Family Code, which prohibits courts from divesting a spouse of his separate property in a divorce proceeding, see *Cameron v. Cameron*, 641 S.W.2d 210 (Tex. 1982) (a trial court may not take one party's separate property and give it to the other). Andrew appealed, arguing inter alia that the trial court had erred by failing to enforce the PMA and by mischaracterizing his separate property as community property (issue four in his appeal). App-23.

The Court of Appeals for the Fifth District of Texas affirmed the trial court's decision on a novel ground. In its June 21, 2024, opinion, the Court of Appeals noted that Andrew's fourth issue on appeal contended the trial court abused its discretion by characterizing assets as community property because the PMA had converted them to his separate property. App-23-24. Rather than analyzing the PMA's effect or enforceability, the appellate court *sua sponte* cited Tex. Fam. Code § 3.003, the general provision governing marital property in the absence of an agreement. App-24-25. The court stated that property possessed by either spouse during or upon dissolution of marriage is presumed to be community property, and that the spouse claiming an asset as

separate property “must prove the separate character of the property by clear and convincing evidence”. *Id.* The court then reasoned that Andrew did not present clear and convincing evidence to overcome the community property presumption. *Id.* The Court of Appeals incorrectly invoked this statute because Tex. Fam. Code § 4.105, regarding the enforcement of marital agreements, App-105-106, states:

(c) The remedies and defenses in this section are the exclusive remedies or defenses, including common law remedies or defenses.

In other words, the Court of Appeals upheld the trial court’s division, using inapplicable code, then faulted Andrew for not meeting an evidentiary burden that no one argued (and Texas Family Code, App-105-106, does not require) that he needed to have met at trial.

This heightened “clear and convincing evidence” requirement was injected into the case for the first time on appeal by the Court of Appeals without any notice to the parties. App-24-25. By deciding the case on an unargued evidentiary standard, the Court of Appeals shifted the burden of proof and then penalized Andrew for not carrying a burden he never knew was his. Andrew had no opportunity to present evidence to “rebut” the community presumption at trial because he reasonably relied on the PMA and Chapter 4’s presumption of validity, under which the burden was on Michelle to invalidate the agreement. App-106. The first and only notice that a clear-and-convincing evidence standard would govern his separate property claim came in the appellate opinion itself, when it was too late to offer any evidence. App-24-25. The Supreme Court of Texas denied Andrew’s

petition for review and his motion for rehearing. App-104.

REASONS FOR GRANTING THE WRIT

I. The Decision Imposed an Unforeseeable Burden and Violated Due Process

The Court of Appeals' *sua sponte* application of a new, unargued legal standard deprived Petitioner of fundamental due process U.S. Const. amend. XIV, § 1.

At trial, Andrew litigated his property rights under the framework of Texas Family Code Chapter 4 (the "UPAA"), which assured him that the postmarital agreement ("PMA") would be honored absent a proven ground for invalidity. He reasonably relied on the unchallenged PMA as conclusively establishing the separate character of his employment income and its proceeds. By the Court of Appeals abruptly switching to a Texas Family Code Chapter 3 presumption requiring "clear and convincing" evidence, the court ambushed Andrew with a new burden of proof he had no notice of and no chance to satisfy. "The essential requirements of due process are notice and an opportunity to respond", see *Cleveland Bd. of Educ. v. Loudermill*, 470 U.S. 532 (1985).

This is a textbook denial of procedural due process. It is a bedrock principle that no person may be deprived of property without "notice reasonably calculated, under all the circumstances, to apprise [him] of the pendency of the action and afford [him] an opportunity to present [his] objections." *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306 (1950). Likewise, the "essential requirements of due process

are notice and an opportunity to respond.” *Cleveland Bd. of Educ. v. Loudermill*, 470 U.S. 532 (1985). Here, Andrew was never notified that he needed to provide evidence to “prove” his separate property beyond the PMA, nor given any opportunity to be heard on that issue. The appellate court’s action of raising the evidentiary bar after the record was closed meant that Andrew never received a meaningful hearing on the real ground the court used to decide his property rights. This one-sided procedural maneuver deprived him of the chance to defend his \$4 million separate property interest by denying him due process.

The unexpected nature of the Court of Appeals’ ruling renders it constitutionally unsound. In *Bouie v. City of Columbia*, 378 U.S. 347 (1964), this Court held that if a judicial construction of a law is “unexpected and indefensible” in light of prior law, due process forbids its retroactive application. *Bouie* was a criminal case, but its due process rationale applies with equal force here: Andrew had no reason to anticipate that a court would disregard the governing marital agreement statute and impose a heightened proof requirement without notice. When the agreement was entered into evidence without objection and stipulated to, Michelle waived any concerns she may have had about the agreement. Just as it would violate due process to spring an unforeseeable new interpretation of a criminal statute on a defendant, it violates due process to spring an unforeseeable new burden of proof on a civil litigant whose property rights are at stake. The affront to fair notice is particularly acute in this civil context because Andrew did everything the law required—he executed a valid contract and entered it

into evidence without opposition. The Court of Appeals' decision was, in Bouie's words, "unexpected and indefensible" by reference to the established law. This Court has emphasized that civil litigants are also entitled to fair warning, see *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306 (1950). Here, there was no fair warning.

The *Mathews v. Eldridge*, 424 U.S. 319 (1976) balancing test confirms the procedural inadequacy. First, the private interest affected is enormous: Andrew stands to lose over \$4 million of his separate property. Second, the risk of an erroneous deprivation under the procedure used is intolerably high. By applying the wrong legal standard without notice, the Court of Appeals guaranteed an erroneous result. Had the proper Chapter 4 standard been applied, the outcome would likely have been very different. The value of additional safeguards—most obviously, giving the affected party notice of the need to meet a higher burden or adhering to the legislated legal framework—would have been substantial, as it could have averted the error. Third, the government's interest in suddenly shifting the burden of proof is nonexistent. There is no legitimate state interest in catching a litigant by surprise or in undermining the enforcement of lawful contracts. To the contrary, Texas has a strong interest in upholding marital agreements and ensuring fair proceedings. All three Mathews factors point in the same direction: Andrew was denied the process he was due. The Texas Supreme Court's refusal to remedy this error (by denying review) underscores the need for this Court's intervention.

The Texas Court of Appeals' decision represents

a serious departure from fundamental due process norms. By affirming the confiscation of Andrew's separate property on a ground that he had no notice of and no chance to contest, the Texas Court of Appeals violated the Fourteenth Amendment. This Court's review is warranted to vindicate the basic principle that litigants must be afforded a fair opportunity to protect their property rights in court.

II. The Question Presented Is Important to Marital Property Rights Nationwide

This case presents a recurring issue of national importance. Marital property agreements, whether premarital or postmarital agreements, are widely used across the country to define spouses' property rights. Most states have adopted the Uniform Premarital Agreement Act (UPAA) or similar laws, ensuring that such agreements are generally enforced according to their terms. These laws reflect a clear public policy: spouses should be able to rely on valid marital agreements to settle property matters, and courts should honor those agreements unless there is a legislated reason for voiding them.

The Court of Appeals' decision threatens to destabilize that reliance interest not only in Texas but wherever similar agreements are used. If a state court can, without warning, override an unchallenged marital agreement by imposing an extraneous evidentiary requirement, then the core promise of the UPAA and its analogues—that marital agreements provide certainty and avoid litigation surprises—will be undermined. Parties to marital agreements across the nation could no longer be confident that their contracts will be respected in divorce proceedings if

courts are free to devise new hurdles post-trial.

Procedural due process in civil cases is a matter of overarching importance that transcends family law. If state courts have leeway to decide cases based on unargued legal theories, fundamental fairness is at risk in all areas of law. This Court has consistently guarded against procedural arbitrariness in the deprivation of property rights. In *Fuentes v. Shevin*, 407 U.S. 67 (1972), this Court struck down state procedures that allowed seizure of property without proper notice and hearing, underscoring that convenience or expediency cannot justify bypassing due process. The need for protection is even greater here: rather than a temporary deprivation, Andrew faces the permanent loss of property, based on a procedure in which he had no chance to participate. The question presented—whether courts can impose new burdens without notice—thus implicates a fundamental guarantee of the Fourteenth Amendment that warrants this Court’s guidance.

Courts must adhere to the procedural framework set by the legislature unless a constitutional requirement compels a different standard. See *Logan v. Zimmerman Brush Co.*, 455 U.S. 422 (1982). Tex. Fam. Code § 4.105 codifies the uniform approach: absent exclusive recognized defenses, marital agreements are enforceable, and the burden to prove invalidity lies with the challenger. By reversing that presumption and compelling the agreement’s proponent to meet a far higher burden, the appellate court effectively rewrites the statute—depriving individuals of their right to rely on the statutory presumption of validity the legislature explicitly enacted.

When millions of individuals enter into marital agreements, they do so under a particular legal framework that ensures enforceability, just as Tex. Fam. Code § 4.105 does. If a court imposes a judicially-created requirement that surpasses statutory directives, the parties lose the benefit of the legal standards in effect when they executed the agreement. This contravenes due process by undermining legitimate expectations and by substituting an ad hoc judicial standard for duly enacted law. See *Honda Motor Co. v. Oberg*, 512 U.S. 415 (1994) (holding that a state's departure from established procedures can violate due process when it abrogates substantial safeguards or expectations).

Finally, while family law is traditionally state-driven, “the Due Process Clause ... imposes constraints on governmental decisions which deprive individuals of property interests” regardless of the context, see *Mathews v. Eldridge*, 424 U.S. 319 (1976).

CONCLUSION

For the foregoing reasons, Petitioner Andrew Blount respectfully prays that this Court grant the writ of certiorari and reverse the courts' overreach. This case presents an ideal vehicle for the Court to resolve whether a state court's *sua sponte* application of an unargued legal standard—shifting the burden of proof without notice—violates the Fourteenth Amendment's Due Process Clause U.S. Const. amend. XIV, § 1.

Clarification of this issue is needed to protect constitutional due process rights in state court proceedings and to preserve the integrity of marital property agreements nationwide.

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Respectfully submitted,

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