



Fourth Court of Appeals
San Antonio, Texas

OPINION

No. 04-19-00461-CV

Nancy **ALANIS**,
Appellant

v.

WELLS FARGO BANK NATIONAL ASSOCIATION, as Trustee for the Pooling and Servicing Agreement Dated as of October 1, 2006, Securitized Asset-Backed Receivables LLC Trust 2006-NC3 Mortgage Pass-Through Certificates Series 2006 NC3,
Appellee

From County Court at Law No. 10, Bexar County, Texas
Trial Court No. 2019-CV-00584
Honorable David Rodriguez, Judge Presiding

Opinion by: Patricia O. Alvarez, Justice

Sitting: Rebeca C. Martinez, Justice
Patricia O. Alvarez, Justice
Luz Elena D. Chapa, Justice

Delivered and Filed: June 17, 2020

AFFIRMED

This is an appeal from a forcible detainer action. Appellant Nancy Alanis appeals from the county court at law's judgment and writ of possession in favor of Wells Fargo Bank, N.A. For the reasons set forth in this opinion, we affirm the county court at law's judgment and rulings.

BACKGROUND

After over eight years of litigation, Appellee Wells Fargo obtained a final judgment and order against Nancy Alanis for judicial foreclosure by sheriff's sale of the real property and

improvements located at 13210 Hunters View, Bexar County, San Antonio, Texas 78230 (the Property). Wells Fargo purchased the Property at a sheriff's sale on September 2, 2018. At the time of the sheriff's sale, Alanis occupied the property.

A. Notice to Alanis

On October 30, 2018, Wells Fargo sent a 3-day Notice to Vacate Prior to Filing Unlawful Entry and Detainer-Residential cause of action against Alanis. Wells Fargo sent the notice to the Property's address, 13210 Hunters View, San Antonio, Texas, 78230, via certified mail, return receipt requested and First Class Mail. The First Class Mail notice did not provide a proof of receipt. The notice sent by certified mail was delivered on November 5, 2018, at 12:40 p.m.

B. Forcible Detainer Suit in Justice Court

The same day, at 10:09 a.m., Wells Fargo filed in the justice court a suit to evict Alanis and all other occupants of the Property. After a bench trial, the justice court awarded Wells Fargo possession of the Property.

C. Appeal to County Court at Law

Alanis appealed to the county court at law for a trial de novo—arguing that the justice court lacked jurisdiction in the case. She deposited \$6,000 into the justice court's registry as a cash bond to stay enforcement of the judgment pending her appeal. The funds previously deposited into the justice court's registry were transferred to the county clerk in January 2019 to be placed in the county court at law's registry.

After the county court at law denied Alanis's plea to the jurisdiction, Wells Fargo filed a motion for a traditional summary judgment, and Alanis timely filed a response. Both parties filed objections to the other's evidence. The county court at law denied Alanis's objections and sustained Wells Fargo's objections. The county court at law found that it had jurisdiction over the parties and the subject matter of the forcible detainer action and that, based on the evidence, Wells

Fargo was entitled to judgment as a matter of law. The county court at law also issued a writ of possession in favor of Wells Fargo.

D. Postjudgment Rulings

After it rendered judgment, the county court at law granted Wells Fargo's Rule 510.11 motion to release to it, as the prevailing party, the \$6,000 that Alanis deposited as a cash bond for the appeal. Alanis then moved the court to transfer the \$6,000 cash bond as a supersedeas bond so she could appeal the county court at law's judgment to this court. The county court at law granted in part Alanis's motion, but it increased the supersedeas bond to \$13,500. Alanis timely deposited the additional funds. The county court at law denied Alanis's motion for rehearing or, in the alternative, for a new trial.

E. Status of Property

Wells Fargo filed a Request for Writ of Possession, which was issued by the County Clerk for Bexar County. There is no evidence that Wells Fargo executed on the writ of possession; Alanis remains in possession of the Property.

APPELLATE ISSUES

On appeal, Alanis raises six issues which we summarize as follows:

- The county court at law erred in granting Wells Fargo's motion for summary judgment because Wells Fargo failed to provide Alanis with the three-day statutory notice to vacate and, as a result, she argues both the justice and county courts lacked jurisdiction.
- The justice and county courts lacked subject matter jurisdiction over the forcible detainer action because Wells Fargo did not have standing or capacity to sue.
- The justice and county courts erred in setting a supersedeas bond because they lacked jurisdiction.
- The county court at law erred in overruling her objections to Wells Fargo's summary judgment evidence.
- The county court at law erred in granting Wells Fargo's motion for summary judgment and overruling her plea to the jurisdiction when she provided uncontroverted evidence there was a second owner holder, a pending lawsuit, a void order, forgery and title

issues so intertwined with possession that the justice and county courts did not have jurisdiction to render their judgments and orders.

- Finally, Alanis seeks an award of attorney's fees and costs from this court.

Because a determination of whether the county court erred in granting the summary judgment and its ruling on the supersedeas bond both depend on our determination of the jurisdictional issues Alanis raises, we regroup Alanis's issues as follows:

- Did the county court at law err in denying Alanis's plea to the jurisdiction?
- Did the county court at law err in granting Wells Fargo's objections to Alanis's summary judgment evidence?
- Did the county court at law err in ruling on the supersedeas bond?
- Is Alanis entitled to attorney's fees and costs?

We begin with the plea to the jurisdiction.

PLEA TO THE JURISDICTION

A. Parties' Arguments

In her plea to the jurisdiction, Alanis asserted the justice court and the county court at law lacked jurisdiction to hear the case and set a supersedeas bond. She argued that the justice and county courts lacked jurisdiction because Wells Fargo failed to provide her with notice as required by the forcible detainer statute before Wells Fargo filed its forcible detainer suit in the justice court. She now argues that because the justice court lacked jurisdiction, neither court had jurisdiction to enter orders, writs, and judgments in the forcible detainer suit.

Wells Fargo contends that both courts had jurisdiction over the forcible detainer suit because Wells Fargo provided Alanis with the required notice. It also argues that Alanis's arguments on standing and title were adjudicated in previous actions and are barred by res judicata.

We begin by briefly reciting the standard of review and forcible detainer law.

B. Standard of Review

Subject matter jurisdiction is essential to a court’s power to decide a case and may be challenged by a plea to the jurisdiction. *Chambers-Liberty Ctys. Navigation Dist. v. State*, 575 S.W.3d 339, 345 (Tex. 2019) (citing *Tex. Dep’t of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 227–28 (Tex. 2004)).

Standing, which is a component of subject matter jurisdiction, may be challenged by a plea to the jurisdiction. *Farmers Tex. Cty. Mut. Ins. Co. v. Beasley*, No. 18-0469, 2020 WL 1492412, at *2 (Tex. Mar. 27, 2020) (citing *Austin Nursing Ctr., Inc. v. Lovato*, 171 S.W.3d 845, 849 (Tex. 2005) (“Without standing, a court lacks subject matter jurisdiction to hear the case.”)); *Travelers Ins. Co. v. Joachim*, 315 S.W.3d 860, 865 (Tex. 2010) (quoting *State Bar of Tex. v. Gomez*, 891 S.W.2d 243, 245 (Tex. 1994) (“Subject matter jurisdiction requires that the party bringing the suit have standing, that there be a live controversy between the parties, and that the case be justiciable.”)). A challenge to subject matter jurisdiction, whether the challenge is to standing or to a court’s jurisdiction, is reviewed de novo. *Miranda*, 133 S.W.3d at 228; see *Presidio Indep. Sch. Dist. v. Scott*, 309 S.W.3d 927, 929 (Tex. 2010).

“[T]o determine whether a statutory requirement is jurisdictional, we apply statutory interpretation principles.” *Tex. Mut. Ins. Co. v. Chicas*, 593 S.W.3d 284, 287 (Tex. 2019) (quoting *City of DeSoto v. White*, 288 S.W.3d 389, 394 (Tex. 2009)). We determine the legislative intent by examining the statute’s plain language, and our review is de novo. *City of DeSoto*, 288 S.W.3d at 394.

C. Forcible Detainer

A forcible entry and detainer action is an eviction procedure to determine the right to immediate possession of real property. *Dormady v. Dinero Land & Cattle Co., L.C.*, 61 S.W.3d

555, 557 (Tex. App.—San Antonio 2001, pet. dism'd w.o.j.) (citing *Cuellar v. Martinez*, 625 S.W.2d 3, 5 (Tex. App.—San Antonio 1981, no writ)).

Where there is no unlawful entry, a forcible detainer suit is the proper procedure to determine possession of real property.¹ TEX. PROP. CODE ANN. § 24.002; *Lenz v. Bank of Am., N.A.*, 510 S.W.3d 667, 671 (Tex. App.—San Antonio 2016, pet. denied). Jurisdiction to hear forcible detainer actions is vested in justice courts, and on appeal, to county courts for a trial de novo. TEX. PROP. CODE ANN. § 24.004; see TEX. GOV'T CODE ANN. § 27.031(a)(2); *Dormady*, 61 S.W.3d at 557. “On appeal in a forcible-detainer suit, the county court exercises appellate, not original, jurisdiction.” *Hong Kong Dev., Inc. v. Nguyen*, 229 S.W.3d 415, 434 (Tex. App.—Houston [1st Dist.] 2007, no pet.); see TEX. GOV'T CODE ANN. § 26.042. “The county court’s appellate jurisdiction is generally confined to the limits of the justice court . . . , and the county court has no jurisdiction over a forcible-detainer appeal unless the justice court did.” *Hong Kong Dev.*, 229 S.W.3d at 434 (citing *Ward v. Malone*, 115 S.W.3d 267, 269 (Tex. App.—Corpus Christi 2003, pet. denied)).

A plaintiff in a forcible detainer suit must show (1) it is the owner of the property, (2) the defendant is a tenant at sufferance or at will, (3) it made a written demand for possession,² (4) the plaintiff gave notice to the defendant to vacate the premises, and, (5) the defendant refused to

¹ A forcible detainer action is available when “a tenant at will or by sufferance” “refuses to surrender possession of real property on demand.” TEX. PROP. CODE ANN. § 24.002(a)(2); see *Marshall v. Hous. Auth. of City of San Antonio*, 198 S.W.3d 782, 786 (Tex. 2006). A tenant at will is a renter who remains in the property after the expiration of the lease with the landlord’s consent but without a fixed term. *Coinmach Corp. v. Aspenwood Apartment Corp.*, 417 S.W.3d 909, 915 (Tex. 2013). A tenant by sufferance, on the other hand, is “[a] tenant who has been in lawful possession of property and wrongfully remains as a holdover after the tenant’s interest has expired.” *Id.* (quoting BLACK’S LAW DICTIONARY 1605 (9th ed. 2009))

² “A notice to vacate shall be considered a demand for possession for purposes of Subsection (b) of Section 24.002.” TEX. PROP. CODE ANN. § 24.005(h); see *Fed. Home Loan Mortg. Corp. v. Pham*, 449 S.W.3d 230, 234 (Tex. App.—Houston [14th Dist.] 2014, no pet.).

vacate the premises. TEX. PROP. CODE ANN. §§ 24.002(b), 24.005(f); *Shields Ltd. P'ship v. Bradberry*, 526 S.W.3d 471, 478 (Tex. 2017).³

In a suit involving a tenant by sufferance, Section 24.005(b) requires the plaintiff to give the tenant written notice to vacate three days prior to the date the plaintiff files a forcible detainer suit unless the parties contracted for a different notice period. TEX. PROP. CODE ANN. § 24.005(b); see *Fed. Home Loan Mortg. Corp. v. Pham*, 449 S.W.3d 230, 234 (Tex. App.—Houston [14th Dist.] 2014, no pet.).

D. Notice and Jurisdiction

For Alanis's jurisdictional challenges, both parties assume that failure to give a statutorily mandated pre-suit notice is jurisdictional. We do not make that assumption. Before we address the parties' notice arguments, we must first determine whether the statutory notice requirement in a forcible detainer action is jurisdictional. See TEX. PROP. CODE ANN. § 24.005(b).

1. Is Notice Requirement Jurisdictional?

Unless a statute provides otherwise, a failure to provide statutory notice to a party will not deprive a court of subject matter jurisdiction. *Univ. of Tex. Sw. Med. Ctr. at Dall. v. Loutzenhiser*, 140 S.W.3d 351, 365 (Tex. 2004), *superseded by statute on other grounds*, Act of May 25, 2005, 79th Leg., R.S., ch. 1150, sec. 1, 2005 Tex. Gen. Laws 3783, 3783, *as recognized in Worsdale v. City of Killeen*, 578 S.W.3d 57, 74 n.113 (Tex. 2019). We begin with the presumption that the

³ A forcible detainer action involves only the right of possession, and unlike a foreclosure, it does not involve title issues. *Dormady v. Dinero Land & Cattle Co., L.C.*, 61 S.W.3d 555, 557 (Tex. App.—San Antonio 2001, pet. dismissed w.o.j.); see also *Coinmach Corp.*, 417 S.W.3d at 915 (stating that “a foreclosure sale [only] ‘transfers title from the debtor to another party, but it does not put the new owner in possession; it gives him a right to possession’” (quoting *Lighthouse Church of Cloverleaf v. Tex. Bank*, 889 S.W.2d 595, 603 (Tex. App.—Houston [14th Dist.] 1994, writ denied))); *Rodriguez v. Citimortgage, Inc.*, No. 03-10-00093-CV, 2011 WL 182122, at *2 (Tex. App.—Austin Jan. 6, 2011, no pet.) (mem. op.) (“In a forcible detainer action, the trial court considers only the issue of who has the right to immediate possession of real property, not the merits of the title.”). In this case, it is undisputed that Alanis executed a deed of trust that included a tenancy-at-sufferance clause under which Alanis agreed she would become a tenant-at-sufferance if the property was sold at foreclosure. When Wells Fargo purchased the property at the sheriff's sale, Wells Fargo became the title owner of the property and Alanis, by virtue of the tenancy-at-sufferance clause, became a tenant by sufferance.

legislature did not intend to make the provision jurisdictional. *See Dubai Petroleum Co. v. Kazi*, 12 S.W.3d 71, 75 (Tex. 2000); *City of DeSoto*, 288 S.W.3d at 393–94. We do so because the “right of a plaintiff to maintain a suit, while frequently treated as going to the question of jurisdiction, has been said to go in reality to the right of the plaintiff to relief rather than to the jurisdiction of the court to afford it.” *Dubai*, 12 S.W.3d at 76–77 (citing 21 C.J.S. *Courts* § 16 (1990)).

In determining whether a statute’s requirements are jurisdictional, we apply statutory construction principles. *City of DeSoto*, 288 S.W.3d at 394; *In re Guardianship of V.A.*, 390 S.W.3d 414, 417 (Tex. App.—San Antonio 2012, pet. denied). *See generally* TEX. GOV’T CODE ANN. §§ 311.001–035 (“Code Construction Act”); TEX. PROP. CODE ANN. § 1.002 (applying the Code Construction Act to each provision of the Property Code unless expressly excepted). In interpreting a statute to determine whether legislators intended a provision to be jurisdictional, we consider the statutory language, the statute’s purpose, and the consequences of each interpretation. *In re United Servs. Auto. Ass’n*, 307 S.W.3d 299, 308–10 (Tex. 2010); *see City of DeSoto*, 288 S.W.3d at 395; *Helena Chem. Co. v. Wilkins*, 47 S.W.3d 486, 495 (Tex. 2001).

2. *Statute’s Plain Language*

Section 24.005(b) provides as follows:

If the occupant [of real estate] is a tenant at will or by sufferance, *the landlord must give the tenant at least three days’ written notice to vacate before the landlord files a forcible detainer suit unless the parties have contracted for a shorter or longer notice period in a written lease or agreement.*

TEX. PROP. CODE ANN. § 24.005(b) (emphasis added). Section 24.005’s plain language requires notice as a prerequisite to filing a forcible detainer suit. *See Pham*, 449 S.W.3d at 234.

The section’s plain language does not state or imply that the notice to vacate is jurisdictional, so we also look to other relevant parts of the statute. *See Sommers for Alabama & Dunlavy, Ltd. v. Sandcastle Homes, Inc.*, 521 S.W.3d 749, 754 (Tex. 2017) (“[W]e analyze a

statute as a cohesive, contextual whole.”). At least one provision under Chapter 24 explicitly addresses the extent of the justice court’s jurisdiction and the consequences when no jurisdiction exists. Under section 24.004(a), in forcible detainer cases, justice courts have jurisdiction to hear issues on possession and to issue writs of possession. TEX. PROP. CODE ANN. § 24.004(a); *see Jelinis, LLC v. Hiran*, 557 S.W.3d 159, 166 (Tex. App.—Houston [14th Dist.] 2018), *cert. denied*, 140 S. Ct. 244 (2019).

If the suit entails any issue dealing with title, the statute requires justice courts to dismiss the case on jurisdictional grounds. TEX. PROP. CODE ANN. § 24.004(b); *see Brooks v. Wells Fargo Bank, N.A.*, No. 05-16-00616-CV, 2017 WL 3887296, at *4–5 (Tex. App.—Dallas Sept. 6, 2017, no pet.) (mem. op.); *Fandey v. Lee*, 880 S.W.2d 164, 169 (Tex. App.—El Paso 1994, writ denied).

We recognize that in suits involving a governmental unit, “failure to adhere to the statutes’ mandatory provisions that must be accomplished before filing suit is a jurisdictional bar to suit.” *Prairie View A & M Univ. v. Chatha*, 381 S.W.3d 500, 512 (Tex. 2012); *see City of DeSoto*, 288 S.W.3d at 396. But “[w]hat [was] made clear from *Chatha* is that, had the Legislature not passed Government Code section 311.034 making all statutory prerequisites jurisdictional in suits against the government, *Dubai* would have applied and the [the prerequisite] for filing suit would have been non-jurisdictional.” *Chicas v. Tex. Mut. Ins. Co.*, 522 S.W.3d 67, 70–71, (Tex. App.—Houston [1st Dist.] 2017), *aff’d*, 593 S.W.3d 284 (Tex. 2019).

Because this suit is not against a governmental unit, and there is nothing to indicate that the pre-suit notice to vacate is jurisdictional, *Dubai* controls. Under *Dubai*, given the statute’s plain language, section 24.005(b)’s notice requirement is not jurisdictional. *See Dubai*, 12 S.W.3d at 76; *see also City of DeSoto*, 288 S.W.3d at 393–94; *Mencer Parks v. HSBC Bank USA, Nat’l Ass’n as Tr. for Nomura Asset Acceptance Corp., Alternative Loan Tr., Series 2007-1, Mortgage Pass-Through Certificates, Series 2007-1*, No. 14-18-00982-CV, 2020 WL 1025656, at *2 (Tex.

App.—Houston [14th Dist.] Mar. 3, 2020, no pet. h.) (“[P]roper notice is an element of forcible detainer, not a jurisdictional prerequisite.”).

Our next inquiry is to determine whether the purpose of the statute indicates that a notice to vacate is jurisdictional.

3. *Statute’s Purpose*

A forcible detainer action is an action to determine who has the right to immediate possession of the premises. *Fandey*, 880 S.W.2d at 168–69 (citing *Haginas v. Malbis Mem’l Found.*, 354 S.W.2d 368, 371 (Tex. 1962); *Anarkali Enters., Inc. v. Riverside Drive Enters., Inc.*, 802 S.W.2d 25, 26 (Tex. App.—Fort Worth 1990, no writ)). The purpose of a forcible detainer action is to provide a party with an immediate legal remedy to obtain possession of property. *Pham*, 449 S.W.3d at 235.

The detainer action is intended to be a speedy, inexpensive, summary procedure for obtaining possession without resorting to a suit on the title and where there is no claim of unlawful entry. *Marshall v. Hous. Auth. of San Antonio*, 198 S.W.3d 782, 787 (Tex. 2006); *Isaac v. CitiMortgage, Inc.*, 563 S.W.3d 305, 310, (Tex. App.—Houston [1st Dist.] 2018, pet. denied); *Rodriguez v. Citimortgage, Inc.*, No. 03-10-00093-CV, 2011 WL 182122, at *2 (Tex. App.—Austin Jan. 6, 2011, no pet.) (mem. op.) (citing *Williams v. Bank of N.Y. Mellon*, 315 S.W.3d 925, 926–27 (Tex. App.—Dallas 2010, no pet.)).

The purpose of affording an immediate possession of premises through a cause of action intended to be speedy and inexpensive would not be served if the justice court did not have jurisdiction because of an inadequate notice to vacate. On the other hand, if the notice to vacate is not jurisdictional in nature, the purpose of the statute to provide a quick and inexpensive procedure to obtain possession of realty is effectuated. Under such circumstances, the justice court could abate the proceeding until the notice requirement was met or render a judgment against a

plaintiff who did not conform with the statutory requirement without the parties incurring additional expenses in re-filing a suit.

By not construing the notice requirement as jurisdictional, we support the legislature's intent to create a summary procedure that is inexpensive and speedy. *See Marshall*, 198 S.W.3d at 787.

4. *Consequences of Each Interpretation*

Construing section 24.004 as jurisdictional would threaten the finality of a forcible detainer cause of action because “[a] judgment is void if rendered by a court without subject matter jurisdiction.” *See In re USAA*, 307 S.W.3d at 309–10 (citing *Mapco, Inc. v. Forrest*, 795 S.W.2d 700, 703 (Tex. 1990)). If justice courts, faced with an allegedly deficient notice to vacate, proceed without jurisdiction, their writs of possession would be forever open to challenge and the purpose of the statute would not be served. *See id.* “It is preferable to ‘avoid a result that leaves the decisions and judgments of [a tribunal] in limbo and subject to future attack, unless that was the Legislature’s clear intent.’” *Id.* at 310 (alteration in original) (quoting *City of DeSoto*, 288 S.W.3d at 394).

5. *Notice is Not Jurisdictional*

Having considered the statute’s plain language, its purpose, and the consequences of jurisdictional and non-jurisdictional interpretations, we hold that the legislature did not intend the notice requirement under 24.005(b) to be jurisdictional. This is so irrespective of whether a plaintiff provided no notice to vacate or a deficient notice. *Cf. id.*

E. Claims Against Foreclosure Affecting Jurisdiction

Alanis next argues Wells Fargo lacks standing to pursue the forcible detainer suit because it did not have standing to foreclose on the Property. She also argues that because the issue of title

ownership is intertwined with the issue of possession, neither the justice court nor the county court at law had jurisdiction over Wells Fargo's forcible detainer suit.

Wells Fargo argues that Alanis's contentions about the foreclosure were litigated and decided in two previous cases and are thus barred by res judicata.

"Res judicata 'prevents the relitigation of a claim or cause of action that has been finally adjudicated, as well as related matters that, with the use of diligence, should have been litigated in the prior suit.'" *Jernigan v. Evans*, No. 04-95-00102-CV, 1996 WL 491837, at *2 (Tex. App.—San Antonio Aug. 30, 1996, writ denied) (mem. op.) (quoting *Barr v. Resolution Tr. Corp.*, 837 S.W.2d 627, 628 (Tex. 1992)); see also *Amstadt v. U.S. Brass Corp.*, 919 S.W.2d 644, 652 (Tex. 1996).

1. Alanis I

In trial court cause number 2011-CI-02839, Alanis challenged Wells Fargo's standing to foreclose on the property. See *Alanis v. Wells Fargo Bank Nat'l Ass'n for Pooling & Servicing Agreement Dated as of October 1, 2006, Securitized Asset-Backed Receivables LLC Tr. 2006-NC3 Mortgage Pass-Through Certificates Series 2006NC3 (Alanis I)*, No. 04-17-00069-CV, 2018 WL 1610939, at *2 (Tex. App.—San Antonio Apr. 4, 2018, pet. denied) (mem. op.). In that case, the trial court concluded Wells Fargo had standing to foreclose and this court affirmed the trial court's judgment. *Id.* at *7.

2. Alanis II

Later, in trial court cause number 2019-CI-03042, Alanis filed a bill of review which made the same argument—that Wells Fargo forged the foreclosure documents and, therefore had no standing to foreclose. See *Alanis v. Wells Fargo Bank Nat'l Ass'n as Tr. for Pooling & Servicing Agreement Dated as of October 1, 2006, Securitized Asset-Backed Receivables LLC Tr. 2006-NC3 Mortgage Pass-Through Certificates Series 2006 NC3 (Alanis II)*, No. 04-19-00764-CV, 2020 WL

2044679, at *1 (Tex. App.—San Antonio Apr. 29, 2020, no pet. h.) (mem. op.). In that case, this court concluded that Alanis could not relitigate the issue of Wells Fargo’s standing through a bill of review. *Id.* at *2.

3. *Claims Barred, Jurisdiction Intact*

Alanis’s claims against Wells Fargo’s standing and its alleged wrongful foreclosure were already litigated in the trial court and appealed to this court; they are barred by res judicata. *See Alanis I*, 2018 WL 1610939, at *2; *Alanis II*, 2020 WL 2044679, at *2–3. In the suit underlying this appeal, the justice and county courts were litigating only Wells Fargo’s forcible detainer suit. Both courts had jurisdiction to hear the case, render judgments, issue writs of possession, and assess costs.

We overrule Alanis’s jurisdictional issues.

SUMMARY JUDGMENT

In her summary-judgment issue, Alanis argues the county court at law erred in overruling her objections to Wells Fargo’s summary judgment evidence and neither the justice nor county courts had jurisdiction to render judgment in her case.

For her summary-judgment-evidence-objections complaint, Alanis did not present any argument or supporting authorities to show how the county court at law erred in granting Wells Fargo’s motion for summary judgment. *Contra* TEX. R. APP. P. 38.1(i) (requiring “clear and concise argument for the contentions made”); *Canton-Carter v. Baylor Coll. of Med.*, 271 S.W.3d 928, 931 (Tex. App.—Houston [14th Dist.] 2008, no pet.) (discussing briefing waiver). To the degree that Alanis sought to reverse the county court at law’s judgment based on a non-jurisdictional complaint, she has failed to properly brief it and has waived her complaint. *See* TEX. R. APP. P. 38.1(i); *Canton-Carter*, 271 S.W.3d at 931 (“Failure to cite legal authority or to provide substantive analysis of the legal issues presented results in waiver of the complaint.”); *Semmler v.*

Lander, No. 04-18-00413-CV, 2019 WL 938304, at *6 (Tex. App.—San Antonio Feb. 27, 2019, no pet.) (mem. op.).

For her jurisdictional complaint, we note that we have already determined the justice and county courts had jurisdiction over the detainer action irrespective of whether Wells Fargo complied with the notice requirement.

Alanis's challenge to the justice and county courts' subject matter jurisdiction over the summary judgment is overruled.

SUPERSEDEAS BOND

Alanis also complains that the justice and county courts erred by rendering orders on a supersedeas bond. She contends the courts erred because neither court had jurisdiction, Wells Fargo lacked standing, Wells Fargo improperly foreclosed on the Property because there was a second owner holder, Wells Fargo did not comply with section 24.007 of the Property Code, and Wells Fargo unlawfully executed a writ of possession.

Except for the section 24.007 and writ of possession complaints, we have already decided each of these questions. Accordingly, we will only address the issue of compliance with section 24.007 and Wells Fargo's alleged unlawful execution of the writ of possession.

Section 24.007 of the Property Code provides, in part, as follows:

A judgment of a county court may not under any circumstances be stayed pending appeal unless, within 10 days of the signing of the judgment, the appellant files a supersedeas bond in an amount set by the county court. In setting the supersedeas bond the county court shall provide protection for the appellee to the same extent as in any other appeal, taking into consideration the value of rents likely to accrue during appeal, damages which may occur as a result of the stay during appeal, and other damages or amounts as the court may deem appropriate.

TEX. PROP. CODE ANN. § 24.007.

Alanis claims that the county court at law erred when it extended the ten-day payment requirement beyond ten days from the date of the judgment. But she cites no authority to support

her contention; she has waived her complaint. *Contra* TEX. R. APP. P. 38.1(i) (requiring “clear and concise argument for the contentions made”); *Canton-Carter*, 271 S.W.3d at 931 (discussing briefing waiver).

Alanis also claims that Wells Fargo executed the writ of possession notwithstanding that she filed a supersedeas cash bond within the time specified by the county court at law. As authority, she cites section 24.007 of the Property Code, which we have already quoted, and Rule 510.13 of the Texas Rules of Civil Procedure. Rule 510.13 states as follows:

The writ of possession, or execution, or both, will be issued by the clerk of the county court according to the judgment rendered, and the same will be executed by the sheriff or constable, as in other cases. The judgment of the county court may not be stayed unless within 10 days from the judgment the appellant files a supersedeas bond in an amount set by the county court pursuant to Section 24.007 of the Texas Property Code.

TEX. R. CIV. P. 510.13.

There is no question that both section 24.007 and Rule 510.13 halt the execution of a writ of possession and the enforcement of a judgment on appeal if a supersedeas bond is timely filed. *See* TEX. PROP. CODE ANN. § 24.007; TEX. R. CIV. P. 510.13; *Hernandez v. U.S. Bank Tr. N.A. for LSF8 Master Participation Tr.*, 527 S.W.3d 307, 310 (Tex. App.—El Paso 2017, no pet.) (citing *Marshall*, 198 S.W.3d at 786).

Here, the record reflects that Alanis deposited a total of \$13,500 into the registry of the court in accordance with the county court at law’s order setting the supersedeas bond. The record likewise reflects that a writ of possession was issued but not executed.

Wells Fargo represents in its brief that it “is presently honoring the supersedeas order and recognizes the cash deposit that Alanis made of the ordered amount to be effective.”

Although Alanis’s brief claims to refute Wells Fargo’s representations and evidence, Alanis has not brought forth any evidence to show that the writ of possession was executed

notwithstanding its being superseded for appeal purposes. Accordingly, Alanis's issue is moot, and we decline to address the issue. *See Nat'l Collegiate Athletic Ass'n v. Jones*, 1 S.W.3d 83, 86 (Tex. 1999).

ATTORNEY'S FEES AND COSTS

Finally, Alanis argues she is entitled to attorney's fees and costs under Rule 510.11. *See* TEX. R. CIV. P. 510.11 (allowing the prevailing party in the county court to recover damages including attorney's fees); *Daftary v. Prestonwood Mkt. Square, Ltd.*, 399 S.W.3d 708, 711 (Tex. App.—Dallas 2013, pet. denied) (citing Rule 752, the predecessor to Rule 510.11).

Wells Fargo contends that because Alanis did not request attorney's fees in the county court, she waived any such request. We agree with Wells Fargo.

A respondent in a forcible detainer case who fails to request attorney's fees in the county court waives that request. *Stroman v. Tautenhahn*, 465 S.W.3d 715, 718 (Tex. App.—Houston [14th Dist.] 2015, *review dismissed w.o.j.*). We see nothing in the record that indicates Alanis requested attorney's fees from the county court. *Contra* TEX. R. CIV. P. 510.11; *Stroman*, 465 S.W.3d at 718–19. We overrule Alanis's attorney's fees and costs issue.

CONCLUSION

As we explained above, we hold that the notice requirement under Property Code section 24.005(b) is not jurisdictional, and the county court at law had jurisdiction to render judgment and issue a writ of possession. Having overruled each of Alanis's issues, we affirm the county court at law's judgment and writ of possession.

Patricia O. Alvarez, Justice