Supreme Court of Texas

No. 26-0558

U.S. Bank National Association, as Trustee for RMTP Trust Series 2021 Cottage-TT-V,

Petitioner,

v.

Business Unlimited 27, LLC,

Respondent

On Petition for Review from the
Court of Appeals for the Second District of Texas

PER CURIAM

"Default judgments are 'greatly disfavor[ed]' under Texas law, consistent with the strong policy preference for adjudicating cases on the merits." *Tabakman v. Tabakman*, 728 S.W.3d 703, 707 (Tex. 2025) (alteration in original) (quoting *In re Lakeside Resort JV, LLC*, 689 S.W.3d 916, 921, 925 (Tex. 2024)). As a result, "[f]or well over a century the rule has been firmly established in this state that a default judgment cannot withstand direct attack by a defendant who complains that he was not served in strict compliance with applicable requirements." *Wilson v. Dunn*, 800 S.W.2d 833, 836 (Tex. 1990). We demand

"meticulous adherence to service requirements" when reviewing a default judgment, *Shamrock Enters., LLC v. Top Notch Movers, LLC*, 728 S.W.3d 693, 699 (Tex. 2026), mindful that it "'generally must be set aside' if a defendant can show service of process was invalid," *Huffman Asset Mgmt., LLC v. Colter*, 740 S.W.3d 476, 481 (Tex. 2026) (quoting *Fid. & Guar. Ins. Co. v. Drewery Constr. Co.*, 186 S.W.3d 571, 574 (Tex. 2006)).

In the case now before us, Respondent Business Unlimited 27, LLC sought to sue Petitioner U.S. Bank National Association, as Trustee for RMTP Trust Series 2021 Cottage-TT-V, in connection with a lien sale. But it served a citation addressed to "US Bank National Association" instead of the proper entity, "U.S. Bank National Association, as Trustee for RMTP Trust Series 2021 Cottage-TT-V." The deadline then lapsed for Petitioner to timely answer. Two days after the deadline, Respondent moved for default judgment, which the trial court granted that same day.

Petitioner then brought this direct attack on the default judgment. *See* TEX. R. CIV. P. 329b(a); *PNS Stores, Inc. v. Rivera*, 379 S.W.3d 267, 271 (Tex. 2012). It asked that the default judgment be set aside, and it moved for a new trial. Following a hearing, the trial court denied the motion. The court of appeals affirmed. __ S.W.3d __, 2026 WL 1041632, at *4 (Tex. App—Fort Worth 2026).

We reverse. In an unbroken line of cases dating back a century, we have held that a default judgment cannot withstand direct attack unless the face of the record affirmatively demonstrates proper service of citation. *See Primate Constr., Inc. v. Silver*, 884 S.W.2d 151, 152 (Tex.

1994) (collecting cases). "There are no presumptions in favor of valid issuance, service, and return of citation in the face of a [direct] attack on a default judgment." *Wilson*, 800 S.W.2d at 836 (alteration in original) (quoting *Uvalde Country Club v. Martin Linen Supply Co.*, 690 S.W.2d 884, 885 (Tex. 1985)). This rule reflects the bedrock principle that a judgment cannot be rendered against a defendant absent proper service accompanied by acceptance, waiver, or an appearance. Absent proper service, a defendant has no duty to act. *See id.* at 836-37.

For a service of citation to be valid, it must show the names of the parties and be directed to the appropriate defendant. *See* TEX. R. CIV. P. 99(b). It is the responsibility of the party requesting service, not the process server, to ensure that the citation is accurate. *Id.* R. 99(a). If there are any citation errors, the requesting party must amend the citation before judgment is rendered. *Primate Constr.*, 884 S.W.2d at 153; *see* TEX. R. CIV. P. 118. A citation directed to an entity other than the appropriate defendant is not validly served—even if the registered agent receives the citation and the appropriate defendant has actual knowledge of the lawsuit. We reiterate today what we said two decades ago: "Receiving suit papers or actual notice through a procedure not authorized for service is treated the same as never receiving them." *Fidelity*, 186 S.W.3d at 574 n.1 (citing *Wilson*, 800 S.W.2d at 836).

Here, the citation was addressed to "US Bank National Association." But the entity Respondent *sought* to sue is "U.S. Bank National Association, as Trustee for RMTP Trust Series 2021 Cottage-TT-V." Although Respondent came *close* to naming the appropriate defendant, "close" is not strict compliance, and we have long

held that even minor errors fall short. *See Uvalde,* 690 S.W.2d at 884-85 (holding that the exclusion of "Jr." from registered agent's name failed to show strict compliance); *Hendon v. Pugh*, 46 Tex. 211, 212 (1876) (reversing default judgment when return was served on "J.N. Hendon" instead of named defendant "J.W. Hendon"); *see also Deutsche Bank, Nat'l Tr. Co v. Kingman Holdings, LLC*, No. 05-14-00855-CV, 2015 WL 6523712, at *3 (Tex. App.—Dallas Oct. 5, 2015, no pet.) (holding that service on "Deutsche Bank National Trustee Company" was insufficient for proper service against "Deutsche Bank, National Trust Company, as Trustee Morgan Stanley ABS Capital 1, Inc., Trust 2006-NC5 Mortgage Pass Through Certificates Series 2006-NC5"). Respondent's citation omitted the crucial distinction that Petitioner was being sued in its capacity as Trustee for the RMTP Trust Series 2021 Cottage-TT-V.

Accordingly, the no-answer default judgment cannot stand. Without hearing oral argument, *see* TEX. R. APP. P. 59.1, we grant the petition for review, reverse the court of appeals' judgment, vacate the trial court's default judgment, and remand to the trial court for further proceedings consistent with this opinion.[1]

OPINION DELIVERED: November 20, 2026

[1] Defects in service of process implicate jurisdiction and are not subject to the usual rules governing preservation of error. *See PNS Stores*, 379 S.W.3d at 273 (citing *Alfonso v. Skadden*, 251 S.W.3d 52, 55 (Tex. 2008)); *Wilson*, 800 S.W.2d at 836-37. As a result, we reject Respondent's argument that the service defect is not properly before us.