

AFFIRMED; Opinion Filed February 28, 2019.



**In The
Court of Appeals
Fifth District of Texas at Dallas**

No. 05-18-00684-CV

AL WININGER, Appellant

V.

**U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE HOLDERS OF THE
CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH
CERTIFICATES SERIES 2005-HE3, NEW PENN FINANCIAL, LLC D/B/A
SHELLPOINT MORTGAGE SERVICING, Appellees**

**On Appeal from the 380th Judicial District Court
Collin County, Texas
Trial Court Cause No. 380-00236-2018**

MEMORANDUM OPINION

Before Justices Myers, Osborne, and Nowell
Opinion by Justice Myers

Al Winger appeals the trial court's judgment granting the motion for summary judgment of U.S. Bank National Association, as trustee for the holders of the CitiGroup Mortgage Loan Trust, Inc. Asset-Backed Pass-Through Certificates Series 2005-HE3, and New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing. Appellant brings four issues on appeal contending the trial court erred by (1) not having a hearing before granting appellant's attorneys' motion to withdraw; (2) dismissing appellant's amended petition; (3) not giving more consideration to appellant's civil and constitutional rights; and (4) refusing appellant's right to a reporter's record. We affirm the trial court's judgment.

Appellant is pro se before this Court. We liberally construe pro se pleadings and briefs. *Washington v. Bank of N.Y.*, 362 S.W.3d 853, 854 (Tex. App.—Dallas 2012, no pet.). However, we hold pro se litigants to the same standards as licensed attorneys and require them to comply with applicable laws and rules of procedure. *Mansfield State Bank v. Cohn*, 573 S.W.2d 181, 184–85 (Tex. 1978); *Washington*, 362 S.W.3d at 854. To do otherwise would give a pro se litigant an unfair advantage over a litigant who is represented by counsel. *Shull v. United Parcel Serv.*, 4 S.W.3d 46, 53 (Tex. App.—San Antonio 1999, pet. denied).

Appellant’s brief is inadequate. The “Statement of the Case” section is essentially appellant’s petition, setting out claims for breach of contract, violation of the Texas Debt Collection Act, breach of the duty of good faith and fair dealing, deceptive trade practice, truth in lending, fraud with deception, and breach of fiduciary duty. The brief lists the interested persons and requests oral argument. The brief then contains a section styled “Summary” containing appellant’s primary complaint in the underlying suit, that payments he made on his mortgage in 2012 were not properly credited by appellees. The brief then lists the four issues on appeal set forth above, none of which concern appellees’ motion for summary judgment. Immediately after the list of issues is the prayer for relief requesting that we remand the case to the trial court for a jury trial.

Appellant’s brief contains no argument in support of his issues on appeal, no citations to authorities in support of the issues, or any citations to the record, all of which are required by the Rules of Appellate Procedure. *See* TEX. R. APP. P. 38.1(i). On September 11, 2018, we advised appellant of these defects, and many others, in his brief, and we offered him an opportunity to file an amended brief. We advised appellant that failure to file a brief that complied with the Rules of Appellate Procedure could result in dismissal of this appeal. Appellees’ brief also pointed out these defects in appellant’s brief. However, appellant did not file an amended brief.

We cannot make appellant’s arguments for him. *See Ruiz-Angeles v. State*, 351 S.W.3d 489, 498 (Tex. App.—Houston [14th Dist.] 2011, pet. ref’d). “The failure to adequately brief an issue, either by failing to specifically argue and analyze one’s position or provide authorities and record citations, waives any error on appeal.” *In re B.A.B.*, 124 S.W.3d 417, 420 (Tex. App.—Dallas 2004, no pet.). “Bare assertions of error, without argument or authority, waive error.” *Bufkin v. Bufkin*, 259 S.W.3d 343, 354 (Tex. App.—Dallas 2004, pet. denied). With no arguments in support of the assertions of error, there is nothing for us to review. *See Bouie v. Kirkland’s Stores, Inc.*, No. 05-12-00453-CV, 2013 WL 4033645, at *1 (Tex. App.—Dallas Aug. 8, 2013, no pet.) (mem. op.).

Accordingly, we affirm the trial court’s judgment.

/Lana Myers/

LANA MYERS
JUSTICE

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**Court of Appeals
Fifth District of Texas at Dallas**

JUDGMENT

AL WININGER, Appellant

No. 05-18-00684-CV V.

U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE FOR THE HOLDERS OF
THE CITIGROUP MORTGAGE LOAN
TRUST INC. ASSET-BACKED PASS-
THROUGH CERTIFICATES SERIES
2005-HE3, NEW PENN FINANCIAL,
LLC D/B/A SHELLPOINT MORTGAGE
SERVICING, Appellees

On Appeal from the 380th Judicial District
Court, Collin County, Texas

Trial Court Cause No. 380-00236-2018.

Opinion delivered by Justice Myers.

Justices Osborne and Nowell participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **AFFIRMED**.

It is **ORDERED** that appellees U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE HOLDERS OF THE CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2005-HE3, NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING recover their costs of this appeal from appellant AL WININGER.

Judgment entered this 28th day of February, 2019.