NUMBER 13-22-00185-CV

COURT OF APPEALS

THIRTEENTH DISTRICT OF TEXAS

CORPUS CHRISTI – EDINBURG

TROY LANCASTER AND COASTAL CONSTRUCTION MANAGEMENT AND CONSULTING, **Appellants,**

v.

WESTCORP SOLUTIONS, LTD., **Appellee.**

On appeal from the County Court at Law No. 4 of Nueces County, Texas.

OPINION

Before Justices Tijerina, Silva, and Peña
Opinion by Justice Silva

Appellants Troy Lancaster and Coastal Construction Management and Consulting (Coastal) appeal the trial court's order recognizing a foreign-country judgment in favor of

appellee WestCorp Solutions, Ltd. (WestCorp).[1] By four issues, appellants argue that the trial court erred because (1) "the proceeding in the foreign court was contrary to an agreement between Lancaster and WestCorp"; (2) "the cause of action and damages awarded to WestCorp for loss of hope of further work are repugnant to the public policy of Texas"; (3) it "adopt[ed] WestCorp's [c]onclusions of [l]aw that the foreign-country judgment had not released Lancaster by virtue of the settlement agreement" with a third party; and (4) because "the foreign-country judgment was not authenticated." We affirm.

I. BACKGROUND

WestCorp filed a petition seeking recognition of a Canada judgment against appellants pursuant to the Uniform Foreign-Country Money Judgment Recognition Act (the Act). *See* TEX. CIV. PRAC. & REM. CODE ANN. §§ 36A.001–.011. WestCorp's live pleading alleged that it had received a final, conclusive, and enforceable judgment from the Vancouver Registry of the Supreme Court of British Columbia, Canada, against appellants. WestCorp included affidavits from Jessica Lithwick, an attorney with WestCorp's Canadian counsel, and Roni Szeto, a paralegal with WestCorp's Canadian counsel.

Lithwick's first affidavit outlined facts supporting the authentication of the attached Canada judgment, including the cause number and style of the Canada suit, the court that issued the judgment, the justice that issued the judgment, and where and when the attached copy of the judgment was obtained. Also attached to Lithwick's affidavit was a

[1] WestCorp's petition identifies Lancaster and Coastal as separate parties; however, Lancaster identified himself doing business as Coastal. For consistency with the judgment, we refer to Lancaster and Coastal collectively as "appellants."

"Reasons for Judgment" issued by the Canada court, detailing the law and facts it relied on in issuing its judgment. Lithwick further recounted the procedural history of appellants' appeal from the Canada judgment, which was ultimately dismissed as abandoned. Finally, Lithwick detailed various costs associated with judgment, including the judgment itself, pre and postjudgment interest, trial costs, and appellate costs.

Appellants responded with a motion for nonrecognition of the foreign-country judgment. Appellants argued that the judgment should not be recognized because (1) "[t]he foreign judgment was rendered under a system that does not provide impartial procedures compatible with the due process of law"; (2) "the judgment or the cause of action on which the judgment is based is repugnant to the public policy of this state or the United States"; (3) "the proceeding in the foreign court was contrary to an agreement between the parties under which the dispute in question was to be determined otherwise than by proceedings in the foreign court"; (4) "jurisdiction was based only on personal service and the foreign court was a seriously inconvenient forum for the trial of the action"; (5) the specific proceeding in the foreign court leading to the judgment was not compatible with the requirements of due process of law; or" (6) "it is established that the foreign country (Canada) in which the judgment was rendered does not recognize judgments rendered in this state that, but for the fact that they are rendered in this state, would constitute foreign-country judgments to which this chapter would apply under Section 36A.003." Appellants also complained that the affidavits and attachments were not properly authenticated. Lastly, appellants complained that the judgment was rendered in Canadian dollars, not American dollars.

Lithwick's second affidavit responded to appellant's motion for nonrecognition of the foreign-country judgment. Lithwick explained the various causes of action in the Canadian suit with supporting citations, the arbitration clause, due process including appellants' self-representation, Canada's recognition of Texas judgments, personal service, and finality of the judgment. Szeto's affidavit included as an exhibit a certified copy of the minutes from the Canada court of appeals dismissing appellants' Canada appeal.

The trial court heard arguments for both parties' motions, ultimately granting WestCorp's petition for recognition. This appeal followed.

II. PERMISSIVE GROUNDS FOR NONRECOGNITION

A. The Act

The Act applies to foreign-country judgments that grant a recovery of a sum of money and, under the law of the foreign country in which the judgment is rendered, is final, conclusive, and enforceable. *Id.* § 36A.003(a). A party seeking recognition of a foreign-country judgment has the burden of establishing the Act applies. *Id.* § 36A.003(c). Except as provided, "a court of this state shall recognize a foreign-country judgment to which this chapter applies." *Id.* § 36A.004(a).

The Act prohibits the recognition of a foreign-country judgment if:

> (1) the judgment was rendered under a judicial system that does not provide impartial tribunals or procedures compatible with the requirements of due process of law; (2) the foreign court did not have personal jurisdiction over the defendant; or (3) the foreign court did not have jurisdiction over the subject matter.

Id. § 36A.004(b) (mandatory grounds for nonrecognition). The Act permits a trial court to not recognize a foreign-country judgment if:

> (1) the defendant in the proceeding in the foreign court did not receive notice of the proceeding in sufficient time to enable the defendant to defend; (2) the judgment was obtained by fraud that deprived the losing party of an adequate opportunity to present the party's case; (3) the judgment or the cause of action on which the judgment is based is repugnant to the public policy of this state or the United States; (4) the judgment conflicts with another final and conclusive judgment; (5) the proceeding in the foreign court was contrary to an agreement between the parties under which the dispute in question was to be determined otherwise than by proceedings in the foreign court; (6) jurisdiction was based only on personal service and the foreign court was a seriously inconvenient forum for the trial of the action; (7) the judgment was rendered in circumstances that raise substantial doubt about the integrity of the rendering court with respect to the judgment; (8) the specific proceeding in the foreign court leading to the judgment was not compatible with the requirements of due process of law; or (9) it is established that the foreign country in which the judgment was rendered does not recognize judgments rendered in this state that, but for the fact that they are rendered in this state, would constitute foreign-country judgments to which this chapter would apply under Section 36A.003.

Id. § 36A.004(c) (discretionary grounds for nonrecognition). A party seeking nonrecognition of a foreign judgment bears the burden of establishing that subsections (b) or (c) apply. *Id.* § 36A.004(d).

B. Standard of Review

Appellants urge a de novo standard of review while WestCorp urges an abuse of discretion standard. Applying a previous version of the Act, this Court held that the determination of whether to recognize a foreign-country judgment under a discretionary ground for nonrecognition is a matter for the trial court's discretion. *See Don Docksteader Motors, Ltd. v. Patal Enters., Ltd.*, 776 S.W.2d 726, 727 (Tex. App.—Corpus Christi–Edinburg 1989), *rev'd on other grounds*, 794 S.W.2d 760 (Tex. 1990). The Fifth Circuit concluded that the determination of whether one of the grounds for nonrecognition applies is first reviewed de novo, then, if the court finds that one of the discretionary grounds for nonrecognition applies, the decision to recognize the judgment is reviewed for abuse of

discretion. *DeJoria v. Maghreb Petroleum Expl., S.A.*, 804 F.3d 373, 379, n.3 (5th Cir. 2015). However, some of our sister courts have applied a de novo standard of review to issues under recognition of a judgment under the Act. *See Nicholas v. Env't Sys. (Int'l) Ltd.*, 499 S.W.3d 888, 896 (Tex. App.—Houston [14th Dist.] 2016, pet. denied); *Sanchez v. Palau*, 317 S.W.3d 780, 785 (Tex. App.—Houston [1st Dist.] 2010, pet. denied); *see also Mariles v. Hector*, No. 05-16-00814-CV, 2018 WL 3723104, at *6 (Tex. App.—Dallas Aug. 6, 2018, no pet.) (mem. op.) (recognizing the discrepancy in standards of review under the Act without adopting either standard).

"When construing a statute, our primary objective is to give effect to the Legislature's intent," and "[w]e seek that intent first and foremost in the statutory text." *Colorado County v. Staff*, 510 S.W.3d 435, 444 (Tex. 2017) (quoting *Greater Hous. P'ship v. Paxton*, 468 S.W.3d 51, 58 (Tex. 2015) (cleaned up)). We look at the statute's plain and ordinary meaning, "and then consider the term's usage in other statutes, court decisions, and similar authorities." *EBS Sols., Inc. v. Hegar*, 601 S.W.3d 744, 749 (Tex. 2020) (quoting *Tex. State Bd. of Exam'rs of Marriage & Fam. Therapists v. Tex. Med. Ass'n*, 511 S.W.3d 28, 35 (Tex. 2017)). "We turn to extrinsic sources only if the statute is ambiguous or if applying the statute's plain meaning would produce an absurd result." *Id*. The statutory text is determinative when it is clear, and "we may not look beyond its language for assistance in determining legislative intent unless the statutory text is susceptible to more than one reasonable interpretation." *Staff*, 510 S.W.3d at 444.

Here, the Act requires a trial court to recognize a foreign-country judgment if it falls within the Act and subsections (b) or (c) do not apply. *See* TEX. CIV. PRAC. & REM. CODE

ANN. § 36A.004(a). If subsection (b) applies, a trial court is not permitted to recognize the foreign-country judgment. *See id.* § 36A.004(b); TEX. GOV'T CODE ANN. § 311.016(5) ("'May not' imposes a prohibition and is synonymous with 'shall not.'"); *Corpus Christi Hous. Auth. v. Lara*, 267 S.W.3d 222, 226 (Tex. App.—Corpus Christi–Edinburg 2008, no pet.) ("To determine whether the Legislature intended a provision to be mandatory or directory, we consider the plain meaning of the words used, as well as the entire act, its nature and object, and the consequences that would follow from each construction."). However, if one of the grounds under subsection (c) applies, the trial court may, but is not required to, recognize the foreign-country judgment. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 36A.004(c); TEX. GOV'T CODE ANN. § 311.016(7) ("'Is not required to' negates a duty or condition precedent."); *Lara*, 267 S.W.3d at 226.

Thus, whether a foreign-country judgment falls under the Act or the mandatory nonrecognition grounds is first a question of law, which we review de novo. *See Nicholas*, 499 S.W.3d at 896. But whether a trial court erred by recognizing or refusing to recognize the foreign-country judgment under one of the permissive grounds should be reviewed for an abuse of discretion. *See Don Docksteader Motors*, 776 S.W.2d at 727; *Eggert v. State Bar of Tex.*, 606 S.W.3d 61, 65 (Tex. App.—Houston [1st Dist.] 2020, no pet.) ("A permissive statute gives a trial court discretion to decide under the framework of the statute.").

Under an abuse of discretion standard, "[a]n appellate court may reverse the trial court's ruling only if the trial court acted without reference to any guiding rules and principles, such that its ruling was arbitrary or unreasonable." *Low v. Henry*, 221 S.W.3d

609, 614 (Tex. 2007). However, "[t]rial courts have no discretion in determining what the law is or in the application of the law to the facts." *In re Fox River Real Estate Holdings, Inc.*, 596 S.W.3d 759, 763 (Tex. 2020).

"[A] trial court's findings of fact have the same force and dignity as a jury's answers to jury questions and are reviewable for legal and factual sufficiency of the evidence to support them by the same standards." *R2 Rests., Inc. v. Mineola Cmty. Bank, SSB*, 561 S.W.3d 642, 653 (Tex. App.—Tyler 2018, pet. denied). "When an issue turns on a question of law, we do not give any particular deference to legal conclusions of the trial court and apply a de novo standard of review." *Id.* at 652.

C. Analysis

1. Arbitration Agreement

By their first issue, appellants argue that the trial court should not have recognized the foreign-country judgment because it was based on a proceeding in the foreign court that was contrary to an agreement between the parties that the dispute would be determined other than by proceedings in the foreign court—namely an arbitration agreement. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 36A.004(c)(5).

After WestCorp filed suit against appellants in Canada, appellants filed the equivalent of an answer, titled "Response to Civil Claim," denying certain facts, alleging additional facts, and opposing the relief sought by WestCorp. Thereafter, appellants filed an application to compel arbitration pursuant to the contract between appellants and WestCorp. Appellants quoted the provision from the contract which read:

> Any and all disputes or claims arising out of or concerning this Contract shall be settled and determined by one arbitrator (the 'Arbitrator') in the City of

> Vancouver, BC an arbitration proceeding conducted according to the commercial rules of the Canadian Arbitration Association, in effect at the time of the dispute. Any arbitration settlement or determination, including the award damages, if any, (collectively referred to as the 'Award'), shall be in written form and accompanied by an opinion discussing the evidence and reasons for the Award. The Award shall be final and binding on the Parties and shall include costs and expenses, including reasonable attorneys' fees, payable to the prevailing Party. If, in violation of this Contract, any legal action or proceeding other than arbitration is brought, the prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, including any cost or fees associated with the transfer of the matter to arbitration, in addition to any other relief to which that Party may be entitled.

WestCorp responded, objecting to staying the proceedings and arbitrating the claim. Among the reasons cited for denying appellants' application, the Canada court found that British Columbia's Arbitration Act requires that a party file an application to stay proceedings and compel arbitration prior to responding to suit.[2] *See* CAN., B.C. ARBITRATION ACT, R.S.B.C., 1996, ch. 55, § 15(1) ("If a party to an arbitration agreement commences legal proceedings in a court against another party to the agreement in respect of a matter agreed to be submitted to arbitration, a party to the legal proceedings may apply, before filing a response to civil claim or a response to family claim or taking any other step in the proceedings, to that court to stay the legal proceedings.").

Ultimately, the Canada court concluded that by filing a response to the suit before seeking to compel arbitration, appellants waived their right to compel arbitration. The Canada court characterized its decisions as, at least in part, implicating its own jurisdiction:

[2] Similar to Texas and the United States, British Columbia and Canada each have separate arbitration acts. The Texas trial court cited to the Canada Commercial Arbitration Act in its findings of fact and conclusions of law. However, the Canada court refers to the British Columbia Arbitration Act, not the Canada Commercial Arbitration Act. Accordingly, we cite solely to the British Columbia Arbitration Act.

> What I draw from all of this is if what one has is a failure to comply with [§] 15(1) . . . or the inherent jurisdiction of the court (which these defendants have also invoked) is not available simply to excuse a failure to follow the procedure that the legislature has required. That may be seen as leading to harsh outcomes. It does not take very much to have accepted the jurisdiction of the court, rather than standing on one's right to arbitrate, but perhaps that is what the legislature had in mind, and there could have been good reasons for that.

The Canada court determined that the law by which appellants and WestCorp agreed to be bound required appellants to apply to compel arbitration before responding to the suit. We are in no better position to determine what the British Columbia or Canada laws required of the parties. Therefore, we conclude that because appellants failed to utilize the appropriate procedure to effectuate the arbitration agreement, the Canada court had authority to hear and decide the claims. *Cf. The Courage Co., L.L.C. v. The Chemshare Corp.*, 93 S.W.3d 323, 331–38 (Tex. App.—Houston [14th Dist.] 2002, no pet.) (affirming the trial court's nonrecognition of a foreign-country judgment where the parties contracted to be bound by Texas law and judgment-debtor did not waive right to arbitrate in the foreign-country suit). Moreover, appellants failed to appeal the Canada court's order denying arbitration and abandoned its appeal from the final judgment. Further, appellants' argument solely relies on Texas' policy favoring arbitration, citing no other authority on which the trial court should have relied on to deny recognition of the foreign-country judgment. Assuming Subsection (c)(5) applies, we cannot conclude the trIal court abused its discretion by recognizing the foreign-country judgment under these circumstances. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 36A.004(c)(5). Appellants' first issue is overruled.

2. Canada's Cause of Action and Damages

By their second issue, appellants argue the trial court should not have recognized the foreign-country judgment because the Canada judgment's cause of action and damages for "loss of hope" are repugnant to the public policy of Texas. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 36A.004(c)(3).

Based on the Canada court's "Reasons for Judgment," "loss of hope" appears to be a cause of action that allows for the recovery of future lost profits for a breach or interference of a fiduciary relationship. Sparing the details, we note that the Canada court found that Lancaster knew of a fiduciary relationship between a third party and WestCorp and knew that the third party breached his fiduciary duty, but consciously and actively concealed the breach from WestCorp's directors and shareholders. Further, the Canada court determined that Lancaster "initiated the activities that led to [the third party]'s breach of his fiduciary duty." The Canada court concluded that this behavior resulted in WestCorp losing profits and awarded it damages.

Appellants primarily rely on Texas case law that damages for lost profits may not be based on uncertain or speculative calculations. *See, e.g.*, *Holt Atherton Indus., Inc. v. Heine*, 835 S.W.2d 80, 84 (Tex. 1992) ("As a minimum, opinions or estimates of lost profits must be based on objective facts, figures, or data from which the amount of lost profits can be ascertained."). However, the Texas Supreme Court has held that "the mere fact that [a foreign country's] law[s] differ from ours does not render them violative of public policy." *Gutierrez v. Collins*, 583 S.W.2d 312, 322 (Tex. 1979); *see also Presley v. N.V. Masureel Veredeling*, 370 S.W.3d 425, 434 (Tex. App.—Houston [1st Dist.] 2012,

no pet.) ("Recognition of a foreign country judgment under the Act 'does not require that the procedures used in the courts of a foreign country be identical to those used in the courts of the United States.' Rather, the Act requires only that the foreign procedures are 'compatible with the requirements of due process of law' and do 'not offend against basic fairness.'") (internal citations omitted) (quoting *The Society of Lloyds v. Webb*, 156 F.Supp.2d 632, 639–40 (N.D. Tex. 2001)). In *Gutierrez*, the court noted that while the laws of the foreign country where the judgment was rendered differed from our own, "nothing in the substance of these laws [was] inimical to good morals, natural justice, or the general interests of the citizens of this state." 583 S.W.2d at 322.

Beyond noting the distinctions between Texas and Canada law, appellants do not point to any public policy that causes Canada's law to be repugnant. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 36A.004(c)(3). Rather, appellants solely rely on the claim that the damages from the Canada judgment are speculative. However, even assuming the damages awarded against appellants are speculative in nature, nothing about the law is "inimical to good morals, natural justice, or the general interests of the citizens of this state." *See Gutierrez*, 583 S.W.2d at 322. Accordingly, we conclude the trial court did not abuse its discretion under the discretionary ground for nonrecognition. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 36A.004(c)(3). Appellants' second issue is overruled.

3. Release of Liability

By their third issue, appellants argue the trial court should not have recognized the foreign-country judgment because WestCorp executed a settlement with a third party, which included a release of claims. Appellants argue that the release extended to them

and thus prohibited the judgment against them. WestCorp in turn argues that the settlement agreement explicitly retained the pending claims against appellants, but more importantly, the alleged settlement agreement is not a basis for nonrecognition.[3] We agree with WestCorp that nothing in the Act establishes this as a ground for the Texas trial court to refuse recognition of the foreign-country judgment. *See id.* § 36A.004. To the extent appellants argue the trial court erred by adopting any findings of fact or conclusions of law, the error, if any, may be disregarded because trial court rendered the proper judgment. *See BMC Software Belg., N.V. v. Marchand*, 83 S.W.3d 789, 794 (Tex. 2002). Appellants' third issue is overruled.

III. AUTHENTICATION

By their fourth issue, appellants argue the trial court erred in recognizing the foreign-country judgment because WestCorp did not properly authenticate the judgment under Texas law.

A. Applicable Law and Standard of Review

Authenticity of a document is a prerequisite to its admissibility. *Wright v. Hernandez*, 469 S.W.3d 744, 751 (Tex. App.—El Paso 2015, no pet.). Under Texas Rule of Evidence 902(3), a foreign public document is self-authenticating if it is "accompanied by a final certification that certifies the genuineness of the signature and official position

[3] WestCorp also contends that appellants never raised the settlement agreement issue before the Canada court. Based on the record before us, we are unable to determine whether appellants raised the issue in the Canada court. However, the settlement agreement was filed by appellants. The settlement agreement was between WestCorp and the third party that the Canada court found Lancaster induced into breaching his fiduciary duty. Appellants were not parties to the settlement agreement. Furthermore, appellants also attached an email from one of WestCorp's attorneys, notifying Lancaster of the settlement agreement and that the third party "will be participating in an interview at [their] office . . . to provide truthful evidence in support of WestCorp's case against [Lancaster.]"

of the signer or attester—or of any foreign official whose certificate of genuineness relates to the signature or attestation or is in a chain of certificates of genuineness relating to the signature or attestation." TEX. R. EVID. 902(3)(A). The rule provides that "[t]he certification may be made by a secretary of a United States embassy or legation; by a consul general, vice consul, or consular agent of the United States; or by a diplomatic or consular official of the foreign country assigned or accredited to the United States." *Id.* Additionally, a trial court may, for good cause, order that a foreign public document be treated as presumptively self-authenticated "[i]f all parties have been given a reasonable opportunity to investigate the document's authenticity and accuracy." *Id.* R. 902(3)(B). A self-authenticated document does not require extrinsic evidence of authenticity to be admitted. *Id.* R. 902.

If a document is not self-authenticated, its proponent must produce some evidence that is sufficient to support a finding that the item is what the proponent purports it to be. *Id.* R. 901(a). Some ways that a document may be authenticated are through a witness with knowledge as to what the item is what is claimed to be, distinctive characteristics of the item, taken together with all the circumstances, or evidence that the document is a public record. *Id.* R. 901(b)(1), (4), (7). "Authenticity may also be proved by circumstantial evidence." *Nicholas*, 499 S.W.3d at 900.

A trial court's ruling on an evidentiary matter, including authentication, is reviewed for an abuse of discretion. *Sw. Energy Prod. Co. v. Berry-Helfand*, 491 S.W.3d 699, 727 (Tex. 2016). As noted, "[a]n appellate court may reverse the trial court's ruling only if the trial court acted without reference to any guiding rules and principles, such that its ruling

was arbitrary or unreasonable." *Low*, 221 S.W.3d at 614.

B. Analysis

The basis of appellants' argument that the foreign-country judgment was not properly authenticated is that Lithwick's affidavit contained a stamp that stated, "THE CONSULATE GENERAL OF CANADA DOES NOT VALIDATE THE CONTENTS OF THIS DOCUMENT." Appellants additionally argue that the foreign-country judgment does not contain the signature of the Canada court judge, which is a prerequisite to self-authentication.

First, we note that Rule 902(3) does not require that the self-authenticating foreign-country judgment be accompanied by an affidavit, such as here. *See* TEX. R. EVID. 902(3)(A). Rather, the rules only specifically require that the judgment itself be signed or attested to and accompanied by certification that the signature or attestation appearing on the judgment is genuine. *See id.* Here, the foreign-country judgment states that it is signed by "Young, J" digitally; moreover, the judgment notes that trial occurred before the Honorable Madam Justice Young. The judgment also states that it was digitally signed by Wei Rong Hu, the Canada court's registrar. Finally, and importantly, the judgment includes a stamp that states "Certified a true copy according to the records of the Supreme Court at Vancouver, B.C. This 27th day of August 2019," signed by Joe Mantell; in addition, it contains a stamp from the Consulate General of Canada in Dallas, authenticating the signature of Joe Mantell on August 18, 2021. Although the foreign-country judgment also contains the stamp stating that the Consulate General does not validate the content of the judgment, the self-authenticating rule does not require it do

so—the rule only requires that the Consulate General certify that the signature is genuine. *See id.*

Furthermore, even if the foreign-country judgment was not self-authenticating under Rule 902(3), the trial court was provided with sufficient information on which it could rely to determine the document is the judgment that WestCorp purports it to be.[4] *See id.* R. 901(a) ("To satisfy the requirement of authenticating or identifying an item of evidence, the proponent must produce evidence sufficient to support a finding that the item is what the proponent claims it is."). For example, Lithwick's affidavit detailed the steps she took to obtain the judgment, including personally attending the Canada court to obtain a copy. *See id.* R. 901(b)(1), (7). Additionally, the judgment contains Lancaster's signature. *See id.* R. 901(b)(4). Finally, appellants acknowledge that the document was issued pursuant to the Canada litigation between the parties. *See id.* Therefore, there was sufficient information for the trial court to find the foreign-country judgment was authentic. *See id.*; *Nicholas*, 499 S.W.3d at 900–01 (concluding a foreign-country judgment from Canada was properly authenticated where accompanied by an affidavit explaining how it was obtained and that the judgment included a stamp from the Canada court's registrar certifying the judgment).

As to appellants' argument that the judgment was not signed by the Canada court, appellants cite Texas Rule of Civil Procedure 306a, asserting it requires judgments to be

[4] Regarding authentication, the trial court's conclusion of law stated, "This Court concludes that the Judgment, Reasons for Judgment, and other papers from the Canadian Court proceeding, submitted to this Court for review, were duly authenticated by the Consulate General of Canada, or otherwise appropriate for submission, in accordance with the Texas evidentiary rules." The trial court cited Texas Rules of Evidence 203, 901, and 902(3)(A)–(B). *See* TEX. R. EVID. 203, 901, 902(3)(A)–(B).

signed by the trial court, arguing this rule prevents the foreign-country judgment from being authenticated. *See* TEX. R. CIV. P. 306a. However, the judgment states that it was digitally signed by the trial judge. *See Nicholas*, 499 S.W.3d at 899–900 (noting that the Canada foreign judgment was properly authenticated where the judgment had the justices printed name rather than signature because "[s]imilar forms of signification are commonly used in court filings and other documents"). Moreover, Texas law does not dictate the manner in which foreign judgments are rendered by foreign courts, and appellants do not refer to any Canada or British Columbia law regarding the manner or means by which a trial court may render judgment.[5] Appellants' fourth issue is overruled.

IV. CONCLUSION

We affirm the trial court's judgment.[6]

CLARISSA SILVA
Justice

Delivered and filed on the
20th day of July, 2023.

[5] Although appellants cast the lack of signature as an argument relating to authentication, whether the judgment was entered and signed by the Canada court goes to the finality of the judgment. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 36A.003(a)(2). To that end, we note that appellants appealed the Canada judgment in Canada courts but abandoned said appeal. Appellants do not otherwise argue the judgment was not final, conclusive, and enforceable. Additionally, Lithwick's affidavits otherwise establish that the judgment is final, conclusive, and enforceable. *See id.*

[6] WestCorp filed a motion to expedite our review, which we carried with the case. The motion is denied as moot.