Opinion issued August 16, 2022.

In The

Court of Appeals

For The

First District of Texas

NO. 01-21-00432-CV

JENNIE LARRY JOHNSON, Appellant

V.

BANK OF AMERICA, N.A., Appellee

On Appeal from the 434th District Court
Fort Bend County, Texas
Trial Court Case No. 14-DCV-218791

MEMORANDUM OPINION

Appellant Jennie Larry Johnson ("Johnson") appeals from the trial court's order granting summary judgment in favor of Appellee Bank of America, N.A. ("BANA") on her claims for wrongful foreclosure and violations of the Texas Debt

Collection Act. On appeal, Johnson argues the trial court erred by granting summary judgment on her claims because a genuine issue of material fact exists with respect to all the elements of both claims. We affirm the trial court's judgment.

Background

On December 19, 2003, Johnson purchased a home located at 1907 Doliver Circle, Missouri City, Texas 77489 ("Property"). To finance the purchase, Johnson signed a promissory note ("Note") payable to Sterling Capital Mortgage Company, a Texas Corporation, for the original principal amount of $101,299.00. Johnson also executed a Deed of Trust ("Deed of Trust") granting a purchase money lien on the Property to secure repayment of the Note. The Note and Deed of Trust were later assigned to BANA.

Beginning in June 2006, Johnson failed to make timely payments on the installment amounts due on the Note. BANA ultimately foreclosed on the Property and sold it at a public sale. Freo Texas, LLC purchased the Property at the November 4, 2014 foreclosure sale for $85,000. Johnson sued BANA on October 29, 2014 in an unsuccessful attempt to stop the foreclosure sale. She later amended her petition several times to assert various causes of action against BANA, including a claim to quiet title, violations of the Texas Deceptive Trade Practices Act, violations of the Texas Debt Collection Act ("TDCA"), a request for declaratory judgment, and a claim for wrongful foreclosure. BANA filed multiple summary judgment motions

and on August 28, 2020, the trial court granted summary judgment on all of Johnson's claims except for her wrongful foreclosure claim and TDCA claim.[1] On April 19, 2021, the trial court conducted a hearing on Johnson's claim to set aside the foreclosure sale and the trial court granted BANA's motion for summary judgment on that claim.[2]

On April 26, 2021, BANA filed a motion for traditional and no-evidence summary judgment on Johnson's remaining claims for wrongful foreclosure and violations of the TDCA as asserted in Johnson's Seventh Amended Petition. The trial court held a hearing on the motion on May 17, 2021, and on June 3, 2021, it

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[1] Johnson is appealing only the dismissal of her claims for wrongful foreclosure and violations of the TDCA.

[2] Although treated as a new cause of action, Johnson's request to set aside the foreclosure sale is largely duplicative of her wrongful foreclosure claim and more consistent with a request for an alternative remedy for wrongful foreclosure. *See Pinnacle Premier Props., Inc. v. Breton*, 447 S.W.3d 558, 565 (Tex. App.—Houston [14th Dist.] 2014, no pet.) (stating once foreclosure occurred, "available remedies for wrongful foreclosure are money damages or rescission of the sale"); *Diversified, Inc. v. Gibraltar Sav. Ass'n*, 762 S.W.2d 620, 623 (Tex. App.—Houston [14th Dist.] 1988, writ denied) ("[F]ollowing a wrongful foreclosure sale conducted pursuant to a power of sale contained within a deed of trust, the mortgagor . . . may elect to: (1) set aside the void trustee's deed; or (2) recover damages in the amount of the value of the property less indebtedness."); *see generally BAPA Brooklyn 2004, LLC v. Michael A. & Maria D. Twiehaus Revocable Living Tr.*, No. 05-21-00180-CV, 2022 WL 2526975, at *2 (Tex. App.—Dallas July 7, 2022, no pet. h.) (mem. op.) (stating plaintiffs' "suit to set aside the foreclosure sale," was "duplicative of their wrongful foreclosure claim"). To the extent Johnson's request to set aside the foreclosure sale can be treated as a separate cause of action, Johnson is not appealing the trial court's granting of summary judgment on this claim in favor of BANA.

granted BANA's motion for traditional and no-evidence summary judgment on Johnson's wrongful foreclosure and TDCA claims as asserted in her Seventh Amended Petition. This appeal followed.

Standard of Review

We review a trial court's ruling on a motion for summary judgment de novo. *Valence Operating Co. v. Dorsett*, 164 S.W.3d 656, 661 (Tex. 2005) (citing *Provident Life & Accident Ins. Co. v. Knott*, 128 S.W.3d 211, 215 (Tex. 2003)). When a party files both a traditional and no-evidence motion for summary judgment, we first review the trial court's ruling under a no-evidence standard of review. *First United Pentecostal Church of Beaumont v. Parker*, 514 S.W.3d 214, 219 (Tex. 2017) (citing *Ford Motor Co. v. Ridgway*, 135 S.W.3d 598, 600 (Tex. 2004)). If the trial court properly granted the movant's no-evidence motion for summary judgment, we need not analyze the arguments raised in the movant's motion for traditional summary judgment. *Id.* (citing *Merriman v. XTO Energy, Inc.*, 407 S.W.3d 244, 248 (Tex. 2013)).

After an adequate time for discovery, a party may move for a no-evidence motion for summary judgment on the ground that no evidence exists to support one or more essential elements of the claim or defense on which the nonmovant bears the burden of proof at trial. TEX. R. CIV. P. 166a(i); *see LMB, Ltd. v. Moreno*, 201 S.W.3d 686, 688 (Tex. 2006). The burden then shifts to the nonmovant to produce

evidence raising a genuine issue of material fact on the challenged elements of its claim or defense. TEX. R. CIV. P. 166a(i); *Mack Trucks, Inc. v. Tamez*, 206 S.W.3d 572, 582 (Tex. 2006). A no-evidence summary judgment is improper if the nonmovant brings forth more than a scintilla of probative evidence raising a genuine issue of material fact. *King Ranch v. Chapman*, 118 S.W.3d 742, 751 (Tex. 2003). "Less than a scintilla of evidence exists when the evidence is so weak as to do no more than create a mere surmise or suspicion of a fact. *Id.* More than a scintilla exists if it would allow reasonable and fair-minded people to differ in their conclusions. *Id.* Unless the nonmovant raises a genuine issue of material fact, the trial court must grant summary judgment. TEX. R. CIV. P. 166a(i).

A party who files a no-evidence motion for summary judgment under Rule 166a(i) essentially requests a pretrial directed verdict. *King Ranch*, 118 S.W.3d 751–52. We review the evidence presented in the light most favorable to the party against whom summary judgment was rendered, crediting evidence favorable to that party if reasonable jurors could and disregarding contrary evidence unless reasonable jurors could not. *City of Keller v. Wilson*, 168 S.W.3d 802, 827 (Tex. 2005).

To prevail on a traditional motion for summary judgment, the movant must establish that no genuine issues of material fact exist and that it is entitled to judgment as a matter of law. TEX. R. CIV. P. 166a(c). When reviewing a trial court's

ruling on a traditional motion for summary judgment, we take as true all evidence favorable to the nonmovant, and we indulge in every reasonable inference and resolve any doubts in the nonmovant's favor. *Valence Operating*, 164 S.W.3d at 661 (citing *Provident Life*, 128 S.W.3d at 215). When, as here, the trial court's order does not state the grounds for the court's decision, we must uphold the judgment if any of the theories advanced in the motion are meritorious. *Provident Life*, 128 S.W.3d at 216.

Wrongful Foreclosure

BANA moved for a no-evidence and traditional summary judgment on Johnson's wrongful foreclosure claim. In its motion, BANA argued that it was entitled to a summary judgment because it conclusively established that it held a valid lien interest in and to the Property, all notices were timely and proper, and the Property was not sold at foreclosure for a grossly inadequate selling price. BANA also argued that it was entitled to a no-evidence summary judgment because Johnson failed to bring forth any evidence that (1) there was a defect in the foreclosure proceedings, (2) the Property sold for a grossly inadequate selling price, and (3) there was a causal connection between the defect and the grossly inadequate selling price.

Johnson argues that the trial court erred by granting BANA's motion for traditional and no-evidence summary judgment on her wrongful foreclosure claim because questions of material fact exist as to whether (1) the foreclosure sale

proceedings were defective, (2) the Property was sold at the foreclosure sale at a grossly inadequate selling price, and (3) a causal connection exists between the defect and the grossly inadequate selling price. She further argues the trial court was estopped from granting BANA's motion for summary judgment on her wrongful foreclosure claim because the trial court had denied BANA's previous motions for summary judgment on her claim.

A. Applicable Law

To establish a claim for wrongful foreclosure, a plaintiff must prove (1) a defect in the foreclosure sale proceedings, (2) a grossly inadequate selling price, and (3) a causal connection between the defect and the grossly inadequate selling price. *Duncan v. Hindy*, 590 S.W.3d 713, 723 (Tex. App.—Eastland 2019, pet. denied).

B. Grossly Inadequate Sales Price

BANA sold the Property at a foreclosure sale for $85,000. In her response to BANA's motion for summary judgment, Johnson argued that the $85,000 sales price was grossly inadequate because (1) the sales price was 43% less than the $148,171.29 Johnson owed to BANA under the Note when the sale took place, and (2) "the market value of the property . . . has risen to $148,000 with a market cash flow rental value of $1,400.00 per month in less than six years."

Although we liberally construe pro se briefs, we still require pro se litigants to comply with applicable laws and rules of procedure. *See Wheeler v. Green*, 157

S.W.3d 439, 444 (Tex. 2005) (stating pro se litigants are not exempt from rules of procedure and that "[h]aving two sets of rules—a strict set for attorneys and a lenient set for pro se parties—might encourage litigants to discard their valuable right to the advice and assistance of counsel"); *Sterner v. Marathon Oil Co.*, 767 S.W.2d 686, 690 (Tex. 1989) (stating appellate courts should construe pro se briefs liberally). The Texas Rules of Appellate Procedure require an appellant's brief to contain, among other things, a clear concise argument for the contentions made, with appropriate citations to authorities and to the record. *See* TEX. R. APP. P. 38.1(i). When an appellate issue is unsupported by argument or lacks citation to the record or legal authority, nothing is presented for review. *See Fredonia State Bank v. Gen. Am. Life Ins. Co.*, 881 S.W.2d 279, 285 (Tex. 1994) (discussing "long-standing rule" that inadequate briefing waives issue on appeal); *Abdelnour v. Mid Nat'l Holdings, Inc.*, 190 S.W.3d 237, 241 (Tex. App.—Houston [1st Dist.] 2006, no pet.) (holding appellant waived issue because appellant's brief did not contain any citations to relevant authorities or to appellate record for that issue).

In her brief, Johnson argues that she has presented sufficient evidence to raise a material fact issue with respect to whether the Property sold for a grossly inadequate price at the foreclosure sale, but she does not specify what evidence she is referring to other than citing to a laundry list of evidence she purportedly presented in support of her response to BANA's motion for summary judgment. The only

citation to the record Johnson includes in this section of her brief, "CR 145," is unhelpful because it does not direct the court to the evidence Johnson is attempting to cite.[3] In another section of her brief listing evidence supporting her TDCA claim, Johnson identifies a "copy of the Payoff Statement dated October 7, 2014 the Appellant received from the Appellee showing a $148,171.29 indebtedness on her mortgage loan. (CR 145 JLJ_265)." Johnson's citation to "CR 145 JLJ_265," however, is of no assistance because, as previously discussed, it does not direct the court to a relevant portion of the clerk's record. In addition to the brief's shortcomings with respect to record citations, Johnson also does not cite to relevant case law or provide any meaningful analysis supporting her contention that the $85,000 foreclosure sales price for the Property was grossly inadequate. Thus, Johnson has presented nothing for review with respect to her wrongful foreclosure claim. *See Abdelnour*, 190 S.W.3d at 241 (holding appellant waived issue when brief did not contain any citations to relevant authorities or to appellate record for that issue).

Even if waiver were not applicable, the only evidence Johnson attached to her response to BANA's motion for summary judgment supporting her claim of a

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[3] Page 145 of the clerk's record filed in this appeal is page 37 of "Plaintiff's Response to Original Answer of Defendant Bank of America, N.A." Johnson also provides Bates numbers, but those, too, are of no assistance with respect to locating exhibits in the clerk's record, which is not organized by Bates number.

grossly inadequate sales price is an October 4, 2014 Payoff Statement she received from BANA informing her that she owed $148,171.29 on the Note.[4] The Payoff Statement is not self-authenticating, and Johnson did not attach a proper sworn affidavit or other evidence establishing the authenticity of this document. *See* TEX. R. EVID. 902(2), (4) (listing self-authenticating documents, including certified copies of public records and public documents that are sealed and signed); *In Estate of Guerrero*, 465 S.W.3d 693, 704 (Tex. App.—Houston [14th Dist.] 2015, pet. denied) ("A properly sworn affidavit stating that the attached documents are true and correct copies of the original authenticates the copies so they may be considered as summary judgment evidence."). Unauthenticated exhibits attached to a response to a motion for summary judgment are not competent summary judgment evidence. *See In Estate of Guerrero*, 465 S.W.3d at 703 ("Under the summary judgment standard, copies of documents must be authenticated in order to constitute competent summary judgment evidence."); TEX. R. EVID. 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

[4] Although she argued that the $85,000 sales price was grossly inadequate because the Property's market value had risen to $148,000, Johnson did not produce evidence in support of her claim.

is.").[5] Because the unauthenticated Payoff Statement is the only evidence Johnson offered in support of her claim that the foreclosure sales price for the Property was grossly inadequate, Johnson did not bring forth any competent summary judgment evidence supporting this element of her wrongful foreclosure claim. *See In Estate of Guerrero*, 465 S.W.3d at 704.

Even if the Payoff Statement had been authenticated and constituted competent summary judgment, Johnson still would not prevail. When evaluating whether a property was sold for a grossly inadequate sales price, Texas courts routinely compare the sales price to the property's market value. *See Gainesville Oil & Gas Co., Inc. v. Farm Credit Bank of Tex.*, 847 S.W.2d 655, 663 (Tex. App.—Texarkana 1993, no writ) ("The cash consideration paid at foreclosure sale for the land must be compared with or balanced against the fair cash market value of the property at the time of the sale to determine whether it shows the consideration received is grossly inadequate."); *see also Terra XXI, Ltd. v. Harmon*, 279 S.W.3d 781, 788 (Tex. App.—Amarillo 2007, pet. denied) (holding property did not sell for

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[5] Although BANA did not obtain a ruling on its objections to Johnson's summary judgment evidence, the complete absence of authentication, as in this case, is a substantive defect that can be raised for the first time on appeal. *See In Estate of Guerrero*, 465 S.W.3d 693, 706–08 (Tex. App.—Houston [14th Dist.] 2015, pet.); *see also Blanche v. First Nationwide Mortg. Corp*., 74 S.W.3d 444, 451 (Tex. App.—Dallas 2002, no pet.) (stating in summary-judgment context that "[a] complete absence of authentication is a defect of substance that is not waived by a party failing to object and may be urged for the first time on appeal").

grossly inadequate price "considering that, in addition to the sales price of $20,000, the property was sold encumbered by superior liens of more than $3 million while the property had a fair market value of $5.7 million"); *Citizens Nat'l Bank of Lubbock v. Maxey*, 461 S.W.2d 138, 143 (Tex. Civ. App.—Amarillo 1970, writ ref'd n.r.e.) (sale of stocks for over 60% of market value not grossly inadequate despite contrary jury finding); *Vaiz v. Fed. Nat'l Mortg. Ass'n*, No. 13-17-00437-CV, 2019 WL 1070867, at *4 (Tex. App.—Corpus Christi–Edinburg Mar. 7, 2019, no pet.) (holding sale price of "roughly 82% of the appraised value of the property" was not grossly inadequate); *see also FDIC v. Blanton*, 918 F.2d 524, 531 (5th Cir. 1990) ("The weight of Texas authority rejects a determination of gross inadequacy where . . . property sells for over 60% of fair market value."). Johnson did not bring forth any evidence of the Property's fair market value at the time of the foreclosure sale. *See BlueStone Natural Res. II, LLC v. Randle*, 620 S.W.3d 380, 388 (Tex. 2021) (stating fair market value is price willing buyer will pay to willing seller when neither is acting under any compulsion).[6]

BANA provided evidence that the fair market value of the Property at the time of the foreclosure sale was $82,540. BANA sold the Property at foreclosure for $85,000. The Payoff Statement offered by Johnson establishes only that Johnson

[6] Johnson acknowledges that the $148,000 Payoff Statement reflects interest accrued on the Note and other fees unrelated to the value of the Property.

owed $148,171.29 on the Note when the Property was sold at the foreclosure sale. We have not found, and Johnson has not directed us to any authority establishing that a sales price may be considered grossly inadequate when compared to the amount of outstanding indebtedness. We thus conclude that the Payoff Statement is no evidence the Property was sold for a grossly inadequate price. The Payoff Statement does no more than create a mere surmise or suspicion that the $85,000 foreclosure sale price was grossly inadequate. *See Seideneck v. Cal Bayreuther Assocs.*, 451 S.W.2d 752, 755 (Tex. 1970) ("[W]hen the evidence offered to prove a vital fact is so weak as to do no more than create a mere surmise or suspicion of its existence, such evidence is in legal effect no evidence, and it will not support a verdict or judgment."). That is not enough to defeat a no-evidence motion for summary judgment.

C. Estoppel Based on Prior Ruling

Johnson's argument that the trial court was estopped from granting BANA's motion for summary judgment on her wrongful foreclosure claim because the trial court previously denied BANA's motions for summary judgment on her claim is also unavailing. A trial court has the authority to reconsider its original ruling on a motion for summary judgment either on a proper motion or on its own initiative. *Note Inv. Grp., Inc. v. Assocs. First Capital Corp.*, 476 S.W.3d 463, 495 (Tex. App.—Beaumont 2015, no pet.); *KSWO Television Co., Inc. v. KFDA Operating*

Co., LLC, 442 S.W.3d 695, 699 (Tex. App.—Dallas 2014, no pet.). No motion or request for reconsideration by a party is required. *See KSWO Television*, 442 S.W.3d at 699; *see also H.S.M. Acquisitions, Inc. v. West*, 917 S.W.2d 872, 877 (Tex. App.—Corpus Christi 1996) (stating trial court may properly grant summary judgment after having previously denied summary judgment without motion by or prior notice to parties, as long as trial court retains jurisdiction over case). We thus conclude that to the extent the trial court denied BANA's previous motions on this claim, it had the authority to reconsider and grant BANA's motion for summary judgment on Johnson's wrongful foreclosure claim.

Viewing the evidence in the light most favorable to Johnson, we conclude Johnson brought forth no evidence that the Property sold for a grossly inadequate price at foreclosure. *See Gainesville Oil & Gas Co.*, 847 S.W.2d at 663 ("The cash consideration paid at foreclosure sale for the land must be compared with or balanced against the fair cash market value of the property at the time of the sale to determine whether it shows the consideration received is grossly inadequate."). Because Johnson produced no evidence to support at least one element of her wrongful foreclosure cause of action, the trial court did not err by granting BANA's no-evidence motion for summary judgment on her claim. *See* TEX. R. CIV. P. 166(a)(i).

We overrule Johnson's issue.

Texas Debt Collection Act

BANA moved for summary judgment on Johnson's TDCA claim arguing that Johnson had not produced competent summary judgment evidence that (1) BANA had engaged in any conduct prohibited by the TDCA, and (2) Johnson sustained actual damages as a result of any alleged prohibited acts. Johnson argues the trial court erred by granting BANA's motion for traditional and no-evidence summary judgment on her TDCA claim because questions of material fact exist as to whether (1) BANA used "a fraudulent, deceptive, or misleading representation that employs" one of several prohibited practices, and (2) Johnson sustained actual damages because of BANA's conduct. She further argues the trial court was estopped from granting BANA's motion for summary judgment on her TDCA claim because the trial court had denied BANA's previous motions for summary judgment on her claim.

A. Applicable Law

The TDCA provides remedies for wrongful debt collection practices used by a debt collector. *See* TEX. FIN. CODE §§ 392.001–.404. To recover under the TDCA, a plaintiff must prove that (1) a debt collector used "a fraudulent, deceptive, or

misleading representation that employs" one of several prohibited practices, and (2) the plaintiff sustained actual damages as a result. *Id.* §§ 392.304(a), 392.403(a)(2).[7]

B. Evidence of Damages

In her brief, Johnson argues that she has presented sufficient evidence to raise a material fact issue with respect to her TDCA claim, including the element of actual damages, but she does not specify what evidence she is referring to other than citing to a laundry list of evidence she purportedly presented in support of her response to BANA's motion for summary judgment. She also does not provide any relevant citations to legal authority or meaningful analysis with respect to whether she sustained actual damages as a result of BANA's alleged violations of the TDCA. Thus, she has presented nothing for appellate review. *See Abdelnour*, 190 S.W.3d at 241 (holding appellant waived issue when brief did not contain any citations to relevant authorities or to appellate record for that issue).

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[7] The TDCA provides that "[a] person may sue for: (1) injunctive relief to prevent or restrain a violation of this chapter; and (2) actual damages sustained as a result of a violation of this chapter." TEX. FIN. CODE § 392.403(a). The TDCA also allows for statutory damages in certain circumstances. *Id.* § 392.403(e) ("A person who successfully maintains an action under this section for violation of Section 392.101, 392.202, or 392.301(a)(3) is entitled to not less than $100 for each violation of this chapter.") Johnson is neither requesting injunctive relief nor suing BANA under TDCA Sections 392.101, 392.202, or 392.301(a)(3). *See generally id.* § 392.101 ("Bond Requirements"); *id.* § 392.202 ("Correction of Third-party Debt Collector's or Credit Bureau's Files"); *id.* § 392.301(a)(3) ("representing or threatening to represent to any person other than the consumer that a consumer is wilfully [sic] refusing to pay a nondisputed consumer debt when the debt is in dispute and the consumer has notified in writing the debt collector of the dispute").

Even if waiver were not applicable, Johnson would not prevail on appeal. In her live pleading, Johnson asserted a claim against BANA for violation of Section 392.304(a)(3) of the TDCA, which prohibits debt collectors from using a "fraudulent, deceptive, or misleading representation" that involves "representing falsely that the debt collector has information or something of value for the consumer in order to solicit or discover information about the consumer." TEX. FIN. CODE § 392.304(a)(3). She also generally asserted claims against BANA under Sections 392.301–306 of the TDCA.

During the May 21, 2021 virtual hearing on BANA's motion for summary judgment, Johnson's counsel argued that Johnson had suffered mental anguish damages as a result of BANA's wrongful actions. *See Nationstar Mortg. LLC v. Barefoot*, ____ S.W.3d_____, No. 14-19-00750-CV, 2021 WL 5001660, at *17–18 (Tex. App.—Houston [14th Dist.] Oct. 28, 2021, no pet.) (affirming award of mental anguish damages for TDCA claim). Johnson, who participated in the virtual hearing, argued she had provided BANA with evidence during discovery supporting her claim for mental anguish damages, including medical records reflecting she had experienced numerous medical and mental health problems as a result of BANA's alleged violations of the TDCA. No such competent summary judgment evidence, however, was attached to Johnson's response to BANA's summary judgment

motion.[8] Because Johnson produced no evidence that she suffered actual damages as a result of BANA's alleged fraudulent, deceptive, or misleading representations with respect to one of several prohibited practices under the TDCA, the trial court did not err by granting BANA's no-evidence motion for summary judgment on Johnson's TDCA claim. *See* TEX. R. CIV. P. 166(a)(i).[9]

C. Estoppel Based on Prior Ruling

As with her wrongful foreclosure claim, Johnson argues that the trial court was estopped from granting BANA's motion for summary judgment on her TDCA claim because the trial court had denied BANA's previous motions for summary judgment on her claim. As discussed, to the extent the trial court previously denied BANA's motions for summary judgment on Johnson's TDCA claim, the trial court

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[8] In her response to BANA's motion for summary judgment, Johnson stated:

> In support of her response to the Defendant's Motion, the Plaintiff presents the following documents. Exhibits A is a copy of the Plaintiff's DOT. Exhibits B and C are related to mortgage payment instructions received by the Plaintiff. Exhibit D is a copy of the GINNI MAE Supplemental Offering. Exhibits E through N are copies of Countrywide Home Loans loan servicing records. Exhibit O through W are the Plaintiffs efforts to secure a loan modification. Exhibits X provide a comparison of the copies of Notes in the Plaintiff's possession and the Note. All other exhibits support the Plaintiff's claims.

[9] Johnson does not assert on appeal that she sought or was entitled to recover statutory damages under the TDCA.

had authority to reconsider its original ruling and grant the motion. *See Note Inv. Grp.*, 476 S.W.3d at 495; *KSWO Television*, 442 S.W.3d at 699.

We overrule Johnson's issue.[10]

Conclusion

We affirm the trial court's judgment.

Veronica Rivas-Molloy
Justice

Panel consists of Justices Landau, Hightower, and Rivas-Molloy.

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[10] Citing to her deposition, Johnson argues that the court transcripts show the trial court made "disparaging statements" and took "adverse actions" against her case during the April 19, 2021 and May 17, 2021 hearings that probably prevented her from properly presenting her case on appeal. It is not clear which portions of her deposition Johnson is citing to in support of her allegations and a complete transcript of her deposition was not filed as part of the summary judgment record. The only portions of the transcript included in the record do not support her claim that the trial court made "disparaging statements and took adverse actions against" her case. Although transcripts of the April 19, 2021 and May 17, 2021 hearings are included in the record, Johnson does not identify any "disparaging statements" made at either hearing or "adverse actions" taken against her, cite to legal authority other than the Supreme Court's harmless error rule, or provide any meaningful analysis on this issue. Johnson has waived this issue for purposes of appeal. *See* TEX. R. APP. P. 38.1(i) (requiring appellant's brief to contain clear and concise argument with appropriate citations to authorities and record); *Encinas v. Jackson*, 553 S.W.3d 723, 728 (Tex. App.—El Paso 2018, no pet.) (holding appellant waived argument by "provid[ing] no citation to authority, nor appl[ying] applicable law to the facts of the case in support of her second issue").