



**Fourth Court of Appeals**  
**San Antonio, Texas**

**MEMORANDUM OPINION**

No. 04-20-00417-CV

Emilano **LÓPEZ**,  
Appellant

v.

**EL PRADO STONE, L.P.**, D/B/A I-10 Building Materials,  
Appellee

From the 438th Judicial District Court, Bexar County, Texas  
Trial Court No. 2019CI19981  
Honorable Antonia Arteaga, Judge Presiding

PER CURIAM

Sitting: Patricia O. Alvarez, Justice  
Luz Elena D. Chapa, Justice  
Irene Rios, Justice

Delivered and Filed: November 12, 2020

DISMISSED FOR WANT OF JURISDICTION

In a suit on sworn account, on June 8, 2020, the trial court signed an order granting judgment on the pleadings. The “Final Judgment” orders Emiliano López to pay El Prado Stone, L.P. \$97,565.74 for unpaid invoices, but the printed judgment contains blanks for the amounts of prejudgment interest and attorney’s fees. Rather than write in amounts for interest and attorney’s fees in the respective blanks, the trial court wrote “TBD” near each blank.

López filed a notice of appeal, but El Prado Stone moved to dismiss the appeal asserting that this court lacks jurisdiction because the appealed-from judgment did not dispose of the interest

or attorney's fees. López responded that the trial court intended the judgment to be final because the judgment ends with this language: "This is a final judgment that disposes of all claims and causes of action in this cause number."

Generally, "an appeal may be taken only from a final judgment. A judgment is final for purposes of appeal if it disposes of all pending parties and claims in the record, except as necessary to carry out the decree." *Lehmann v. Har-Con Corp.*, 39 S.W.3d 191, 195 (Tex. 2001). But "[t]he intent to finally dispose of the case must be unequivocally expressed in the words of the order itself." *Id.* at 200.

Here, the trial court handwrote "TBD"—which we understand to mean "To Be Determined"—beside the blanks for prejudgment interest and attorney's fees. *Contra id.* Despite the preprinted language cited by Lopez, the trial court's handwritten annotations indicate the trial court did not intend the judgment to finally dispose of all parties and claims. *Cf. Hous. Expl. Co. v. Wellington Underwriting Agencies, Ltd.*, 352 S.W.3d 462, 472 (Tex. 2011) ("[T]he law has long recognized that changes in a printed form must be accorded special weight in construing the instrument."); *Lehmann*, 39 S.W.3d at 200 (noting "[t]he intent to finally dispose of the case must be unequivocally expressed in the words of the order").

On October 21, 2020, we ordered Appellant Emiliano López to show cause in writing by November 2, 2020, why this appeal should not be dismissed for want of jurisdiction. *See* TEX. R. APP. P. 42.3(a). We warned López that if he did not timely provide written proof as ordered, his appeal would be dismissed. *See id.* To date, we have received no response.

Because the clerk's record does not contain a final order or judgment, we grant Appellee's motion and dismiss this appeal for want of jurisdiction. The court reporter's notice of late record is moot.

PER CURIAM