Cause No. 01-21-00284-CV

GREAT VALUE STORAGE, LLC and WORLD CLASS CAPITAL GROUP, LLC,	§	IN THE COURT OF APPEALS
Appellants,	§	
v.	§	FIRST DISTRICT OF TEXAS
PRINCETON CAPITAL CORPORATION,	§	
Appellee,	§	HOUSTON, TEXAS

RECEIVER'S RESPONSE TO APPELLANTS' MOTION TO STRIKE

TO THE HONORABLE FIRST COURT OF APPEALS:

The Receiver, Mr. Seth Kretzer, respectfully replies to Appellants' April 13, 2023 Motion to Strike. If the Court determines it lacks subject matter jurisdiction, the Court must dismiss the appeal. The motion to strike will become moot. If the Court determines that it possesses subject matter jurisdiction—which it should not given the Parties' settlement—the motion to strike will likewise become moot.

I. AN APPELLATE COURT IS REQUIRED TO ASSESS SUBJECT MATTER JURISDICTION *DE NOVO*.

As Receiver indicated in footnote 40 of his April 10 response, "Whether a court has subject-matter jurisdiction is a question of law, subject to *de novo* review." "Subject-

matter jurisdiction is fundamental and may be raised for the first time on appeal."[1] "Lack of subject-matter jurisdiction generally bars a court from doing anything other than dismissing the suit."[2]

Appellants should not be concerned with whether or not it was the Receiver's status reports which impelled this Court's standing inquiry, because "[a] court can—and if in doubt, must—raise standing on its own at any time."[3] To the contrary, Appellants should be more concerned about their duty of candor to a tribunal. This Court's March 30, 2022 order did not invite the Parties to conceal or omit evidence germane to standing.[4] This Court could not have been more clear that it expected a response, one which was candid and accurate: "This Court intends to dismiss the appeal for want of jurisdiction. The parties are **ordered** to file a response to this order indicating why this Court should

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[1] *Black v. Wash. Mut. Bank*, 318 S.W.3d 414, 416 (Tex. App.—Houston [1st Dist.] 2010, pet. dism'd w.o.j.)

[2] *Badaiki v. Miller*, No. 14-17-00450-CV, 2019 Tex. App. LEXIS 1384, *4 (Tex. App.—Houston [14th Dist.] Feb. 26, 2019, no pet.) ("Lack of subject-matter jurisdiction generally bars a court from doing anything other than dismissing the suit.") (Citing *Fin. Comm'n of Tex. v. Norwood*, 418 S.W.3d 566, 578 (Tex. 2013)); *Ahmad v. State*, 615 S.W.3d 496, 500 (Tex. App.—Houston [1st Dist.] 2020, no pet.) ("Subject matter jurisdiction can be raised at any time. *Alfonso v. Skadden*, 251 S.W.3d 52, 55 (Tex. 2008) (per curiam). Subject matter jurisdiction is a question of law, which we review *de novo*. *Meyers v. JDC/Firethorne, Ltd.*, 548 S.W.3d 477, 486 (Tex. 2018).") (Landau, J., with Justices Peter Kelly and Keyes).

[3] *Allen v. United Servs. Auto. Ass'n*, No. 01-20-00305-CV, 2020 Tex. App. LEXIS 10131, *13 (Tex. App.—Houston [1st Dist.] Dec. 22, 2020, no pet.) (Countiss, J.); *see also Tex. Ass'n of Bus. v. Tex. Air Control Bd.*, 852 S.W.2d 440, 446 (Tex. 1993) ("[W]hen a Texas appellate court reviews the standing of a party s*ua sponte*, it must construe the petition in favor of the party, and if necessary, review the ***entire record*** to determine if any evidence supports standing.") (emphasis added).

[4] Appellee Princeton Capital Corp. and Appellants are referred to herein as the "Parties."

not dismiss the appeal for want of jurisdiction."[5] This directive was proper because a court of appeals may "ascertain the matters of fact that are necessary to the proper exercise of its jurisdiction."[6]

Princeton, however, demurred, when it could have proffered the complete settlement agreement, including the Settlement Term Sheet. Appellants evaded, likewise declining to provide either the Settlement Term Sheet, or case law demonstrating why and how a purported assignment of the underlying note payable agreement did not violate the merger doctrine, and why and how its purported assignment and payment in full of the judgment did not extinguish not only the judgment but also the justiciable controversary necessary for jurisdiction. This collusion by Appellee and Appellants is precisely why, under Texas law, "parties may not create a justiciable interest by agreement."[7] That is what Appellee and Appellants are attempting here. Consequently, there is no subject matter jurisdiction.

II. THE RECEIVER MAY PROPERLY ADDRESS JURISDICTION.

On several theories, Appellants believe the Receiver should have remained silent on jurisdiction. Appellants are incorrect. First, while Appellants are correct that the

[5] Order, at 2, No. 01-21-002840-CV (Mar. 30, 2023) (emphasis added).
[6] Tex. Gov't Code Ann. § 22.220(c) (West Supp. 2014).
[7] Adele Hedges, 1 TEX. PRAC. GUIDE CIVIL PRETRIAL § 2:16 (*citing Holland v. Taylor*, 153 Tex. 433, 435, 270 S.W.2d 219, 220 (1954)).

Receiver is not a party-litigant, the Receiver is an officer of the court, acting as an arm of the court, with responsibilities of candor.[8] For precisely this reason, "[i]n Texas, judicial immunity applies to officers of the court who are integral parts of the judicial process, such as court clerks, law clerks, bailiffs, constables issuing writs, **court-appointed receivers** and trustees."[9] This type of absolute immunity is referred to as "derived judicial immunity."[10]

It is inappropriate for Appellants to complain about "Receiver's Status Reports filed on December 14, 2022 and March 9, 2023"[11] because the Parties have largely ignored this Court's September 22, 2022 order in that regard. Princeton never filed a status report at all. Appellants ignored their requirement to do so in December, 2022, and did not file any report until the March deadline.

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[8] *See, e.g., Davis v. West*, 317 S.W.3d 301, 307 (Tex. App.—Houston [1st Dist.] 2009, no pet.) ("a court-appointed receiver acts as an arm of the court and is immune from liability for actions grounded in his conduct as receiver"); *Swate v. Johnson*, 981 S.W.2d 923, 926 (Tex. App.—Houston [1st Dist.] 1998, no pet.) ("we stress that the receiver is not a 'party' to the action for appointment of a receiver").

[9] *Id.* (emphasis added); *see also Clements v. Barnes*, 834 S.W.2d 45, 46 (Tex.1992) (bankruptcy trustee); *Davis v. West*, 317 S.W.3d 301 (Tex. App.—Houston [1st Dist.] 2009) (court-appointed receiver); *Delcourt v. Silverman,* 919 S.W.2d 777, 781 (Tex. App.—Houston [14th Dist.] 1996, writ denied) (court-appointed psychologist and guardian ad litem); *Conner v. Guemez*, Case No. 02-10-00211-CV, 2010 WL 4812991 (Tex. App.—Fort Worth, Nov. 24, 2010) (court-appointed receiver); *Manning v. Jones*, Case No. 05-18-01140-CV, 2019 WL 6522183 (Tex. App.—Dallas Dec. 4, 2019) (court-appointed receiver); *Jones v. Sherry*, 2019 WL 2707968 (court-appointed child custody evaluator).

[10] *See Clements,* 834 S.W.2d at 46.

[11] *See* Appellants' Motion to Strike, at 2, 6-7 ("the Court ordered the parties to file quarterly updates informing of the status of the case.").

Further, in his April 10, 2023 reply, the Receiver provided the Parties' *complete* settlement agreement, including their executed Settlement Term Sheet, explaining that the Parties' own words demonstrated lack of subject matter jurisdiction. Rather than engage whether or not their executed Amended Settlement Agreement vouchsafes or eliminates jurisdiction, Appellants appear dismayed that their Amended Settlement Agreement has been presented to this Court at all. To put it plainly, Appellants appear to contend that a Court should make rulings in a case so long as "the parties," that is, the litigant-parties, can collusively conceal jurisdictional facts that would deceive the Court into concluding it possesses jurisdiction—the absence of standing notwithstanding—and that an arm of the Court, such as a Receiver, must remain a silent observer. But when it comes to the vital question of jurisdiction, Texas appellate courts are far from bound to merely what is reported to them by the litigating parties, who may have a financial interest to manufacture jurisdiction where none exists in order to obtain advisory opinions. "Matters outside the appellate record that establish justiciability, or the lack thereof, are reviewable by an appellate court."[12]

The Appellants are not consistent in their motion to strike. In their April 10 response, they told this Court: "the appeal of the Order Appointing Receiver ***is not moot***

[12] *Jay Kay Bear Ltd. v. Martin*, No. 04-14-00579-CV, 2015 Tex. App. LEXIS 11377, *10-11 (Tex. App.—San Antonio, Nov. 4, 2015, pet. denied).

because the trial court has not signed an order discharging the receiver and ***dissolving its receivership order***."[13] On page 5 of their response, they are adamant: "The trial court still must 'wind down the receivership, as necessary' as directed in this this Court's September 9, 2022 Order." And on page 6, the Appellants said, "And the receiver, although currently stayed by the trial court, is still appointed under the terms of the order that is on appeal."[14]

But in their motion, Appellants appear to contend that their $11.37 settlement with Princeton completely stayed the Receiver from any briefing or response whatsoever following the district court's October 6, 2022 post-settlement order.[15] The district court signed an order presented as a joint motion the Parties, necessary, the Parties said, "so that the parties can effectuate the settlement" . . . "By Order dated September 22, 2022, the First Court of Appeals directed the parties to return to this Court to implement this process." In response to the Parties' joint request,[16] the district court's October 6, 2022 order directed: "the Receiver is ordered to suspend all collection efforts."[17] And so Receiver has suspended all collection efforts, because, as the Parties have explained to both courts, they have settled and Princeton has been fully satisfied. Therefore, as

[13] Appellants' Response to Court's March 30, 2023 Order, at 3, No. 01-21-00284-CV (emphasis added).
[14] *Id.* at 5, 6.
[15] *See Appellants' Motion to Strike* at 6.
[16] As explained in Receiver's April 10 response, Princeton was obligated by the executed Settlement Term sheet to file motions to cease the receivership for benefit of Appellants.
[17] Order, at 1, 165th District Court, No. 2019-18855.

Appellants concede, the receivership continues to exist and will do so until the remaining tasks are completed.

Consequently, the context of this Court's directive that "the parties" were instructed to address jurisdiction necessarily included the Receiver. None of the Parties were surprised. Over the last eighteen months of this appeal, the Receiver has filed: (1) several responses to Appellants' frivolous motions to set *de minimus* $100 supersedeas bonds for companies worth millions; (2) a merits brief; (3) a response to Appellants' post-argument submission; (5) two status reports pursuant to the Court's September 22, 2022 order to do so; and (6) public SEC filings and the settlement agreement in U.S. Bankruptcy Court, a portion of which the Parties would have otherwise concealed from this Court's view, and in fact did. Receiver's actions have been proper and, under the circumstances, necessary.

Incidentally, the undersigned Receiver is not the first Receiver to help a presiding Texas court illuminate fraud involving this Paul-owned and controlled family of companies, and specifically, Appellant World Class Capital Group, LLC "WCCG." The Third Court of Appeals observed, "It was only Milligan's status as receiver that enabled him to obtain WC 1st's bank records directly from the financial institution and discover

the unexplained transfers to WCCG."[18] This is precisely why Hon. U.S. Bankruptcy Judge Tony Davis stated in open court: "But it seems to me that as I've said many times, this cash sloshed around amongst all these companies where it was needed without regard to the creditors for whom that – you know, to whom that money arguably belonged."[19] The newly created Phoenix Lending is just one more in a charade and parade of entities controlled by Mr. Paul. This Court must bring this appeal to an end because it has no jurisdiction to do anything else.

III. THE APPELLANTS' FAUX OUTRAGE AT THE RECEIVER'S EFFECTIVENESS DOES NOT CREATE STANDING.

The Appellants' April 10 and April 13, 2023 pleadings appear to journalize their frustrations about the effectiveness of the receivership which resulted in settlement and Princeton being paid over $11.37 million in cash after the Appellants had previously ignored and evaded the district court's final judgment and discovery orders for two years, and after Nate Paul and his bookkeeper filed affidavits in this Court falsely declaring that the judgment debtors no longer had anything more than old furniture, and demanding their $100 clerk deposits be counted as supersedeas bonds.

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[18] *WC 1st & Trinity, LP v. Roy F. & JoAnn Cole Mitte Found.*, Nos. 03-19-00799-CV, 03-19-00905-CV, 2021 Tex. App. LEXIS 8016, *34 (Tex. App.—Austin Sep. 30, 2021, pet. denied).

[19] *See* **Exhibit 5** to Receiver's April 10, 2023 Response to Court's Order, No. 01-21-00284-CV, Tr. Motions Hearing ("Austin Bankruptcy Court Show Cause Hearing"), at 13, *In re: 6th and San Jacinto, LLC*, No. 21-10942-tmd (Aug. 22, 2022), U.S. Bankruptcy Court, Western District of Texas, Austin Division ("The Austin Bankruptcy Court") (highlights by Receiver).

The problem is that no matter how ardently or fervently or emphatically the Appellants express their resentment, this Court cannot render an advisory opinion when there is no live controversy pending in this Court.[20] This Court expressed this concept well in *Gene Doss Construction & Insurance Company v. Burton Independent School District*:

> [T]he judgment being appealed has been fully paid and satisfied. The existence of an actual controversy is essential to the exercise of appellate jurisdiction. *See Hallmark Personnel of Texas, Inc. v. Franks*, 562 S.W.2d 933, 935 (Tex. App. -Houston [1st Dist.] 1978, no writ). ***Because there is no longer a controversy between the parties, we no longer have jurisdiction over the appeal***.[21]

Citing *Gene Doss Construction*, the Fourteenth Court of Appeals held the same in *Rapp v. Mandell & Wright, P.C.*:

> Under the circumstances presented here, we hold Rapp cannot maintain an appeal from the monetary-damages portion of the judgment. *See Crown Life Ins. Co. v. Casteel*, 22 S.W.3d 378, 392, 43 Tex. Sup. Ct. J. 348 (Tex. 2000) (holding release of judgment against appellant/respondent mooted appellant/respondent's appeal of judgment against him); *Gene Doss Constr. & Ins. Co. of the West v. Burton Indep. Sch. Dist.*, 2003 Tex. App. LEXIS 3771, No. 01-03-00086-CV, 2003 WL 1990463, at *1 (Tex. App.--Houston [1st Dist.] May 1, 2003, no pet.) (dismissing appeal for lack of jurisdiction based on mootness upon proof that the judgment being appealed had been fully paid, released, and satisfied) (mem. op.)

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[20] *See Hollingsworth v. Perry*, 570 U.S. 693, 706 (2013) ("We have repeatedly held that such a 'generalized grievance,' no matter how sincere, is insufficient to confer standing."); *Allen v. Wright*, 468 U.S. 737, 754, 104 S. Ct. 3315 (1984) ("an asserted right to have the Government act in accordance with law is not sufficient, standing alone, to confer jurisdiction . . . ."); *Andrade v. NAACP of Austin,* 345 S.W.3d 1, 8 (Tex. 2011) ("We have held that a voter and citizen lacked standing to enjoin a purportedly illegal executive order signed by the mayor.") (*citing Brown v. Todd,* 53 S.W.3d 297, 304 (Tex. 2001)).

[21] No. 01-03-00086-CV, 2003 Tex. App. LEXIS 3771 (Tex. App.—Houston [1st Dist.] May 1, 2003, no pet.) (emphasis added).

The judgment having been released (save the declaratory relief which Rapp does not challenge), ***there is nothing to appeal. Thus, Rapp's attempted appeal is moot***.[22]

Rapp has been cited approvingly in many appellate opinions, such as:

If a judgment creditor accepts money in complete satisfaction and release of his judgment, that judgment has no further force or authority. *Rapp v. Mandell & Wright, P.C.*, 123 S.W.3d 431, 434-35 (Tex. App.--Houston [14th Dist.] 2003, pet. denied); *Reames v. Logue*, 712 S.W.2d 802, 805 (Tex. App.--Dallas 1986, writ ref'd n.r.e.).[23]

More recent cases include *Bearden v. Walton Hous. Galleria Office, LP*:

Appellant argues that this court has jurisdiction over his appeal because the judgment is void and therefore subject to appeal. *See State ex rel. Latty v. Owens*, 907 S.W.2d 484, 486 (Tex. 1995). However, a party affected by void judicial action need not appeal. *State ex rel Latty v. Owens*, 907 S.W.2d 484, 486 (Tex.1995). ***If the judgment is void, it cannot be enforced against appellant, just as it cannot be enforced due to appellee's release***. *See Custom Corporates, Inc. v. Sec. Storage, Inc.*, 207 S.W.3d 835, 837 (Tex. App.—Houston [14th Dist.] 2006, no pet.). Even if this court had jurisdiction over appellant's appeal and determined the judgment is void, the result to appellant is the same.[24]

And in *Heard v. Medjkoune*:

Appellants did not file the release with this court, nor do they claim that they explicitly reserved a right to appeal in the release of judgment. ***Having accepted appellees' payment in satisfaction of the judgment, appellants are estopped by the acceptance of benefits rule from maintaining this appeal***.[25]

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[22] 123 S.W.3d 431, 436 (Tex. App.—Houston [14th Dist.] 2003, pet. denied) (emphases added).
[23] *Cadle Co. v. Int' Bank of Commerce*, No. 04-06-00456-CV, 2007 Tex. App. LEXIS 1952 (Tex. App.—San Antonio Mar. 14, 2007, pet. denied) (emphasis added).
[24] No. 14-13-00578-CV, 2014 Tex. App. LEXIS 235 (Tex. App.—Houston [14th Dist.] Jan. 9, 2014, no pet.) (emphasis added).
[25] No. 14-10-00113-CV, 2011 Tex. App. LEXIS 2302, *6 (Tex. App.—Houston [14th Dist.] Mar. 31,

Princeton's note payable agreement merged with the final judgment. The Parties settled. Princeton has been paid in full. The judgment has been satisfied. There is no case-in-controversy. There is no subject matter jurisdiction. This appeal must be dismissed.

IV. SQUIRE PATTON BOGGS FILED A NOTICE OF APPEARANCE IN THIS COURT YESTERDAY. THE FIRM ALSO REPRESENTS NATE PAUL, SHEENA PAUL, AND ALL OF THE PAUL-CONTROLLED ENTITIES, INCLUDING MR. PAUL'S NEWLY CREATED SHELL COMPANY, PHOENIX LENDING.

Yesterday, the law firm Squire Patton Boggs filed an appearance in this Court for Appellants. Last December it filed an appearance for Appellants in the district court. The law firm's appearance in this Court further confirms the Receiver's comments in his April 10 response addressing jurisdiction. The Squire Patton Bogg firm represents Nate Paul individually, and his sister and lawyer, Ms. Sheena Paul, *and* most if not all of Mr. Paul's entities,[26] and, rather astonishing, Mr. Paul's newly created Phoenix Lending, LLC ("Phoenix"):

Q.: Does Squire Patton Boggs represent Phoenix Lending?

2011, no pet.) (emphasis added).

[26] *See* **Exhibit 2** to Receiver's April 10, 2023 Response to Court's Order, No. 01-21-00284-CV. The Squire Patton Boggs firm filed, September 2, 2022, in the Dallas Bankruptcy Case, its *Emergency Motion Pursuant to Bankruptcy Rule 9019 for Entry of an Order Approving a Settlement and Compromise Between Princeton Capital Corporation and the Reorganized Debtors*, Doc. No. 1383, **Exhibit 2** (highlights added by Receiver) ("Debtors Motion to Approve Settlement"). The firm purported to represent *all* of the Reorganized Debtors, consisting of 16 corporate entities owned by Mr. Paul, and *all* of the "Non-Debtor Defendants," approximately 30 entities and individuals, which included Mr. Paul, his sister and lawyer, Ms. Sheena Paul, World Class Capital Group, LLC, the Appellant.

> Ms. Sheena Paul: "In connection with the 9019 Motion and this Settlement Agreement, yes."[27]

Evidently, Squire Patton Boggs perceives no conflict of interest because all of the entities—including Phoenix—are ultimately owned and controlled by Mr. Paul. This is significant because it demonstrates the lack of justiciable controversy as Mr. Paul attempts to replace Princeton with Phoenix as Appellee, so he may become both Appellee and Appellants, Plaintiff and Defendants, and request "agreed" and "unopposed" advisory opinions from this Court and the district court to undo real estate settlement agreements executed by the Receiver. The two Paul-controlled Appellants, therefore, may become the first judgment debtors in Texas history to insist that they still owe a judgment that their erstwhile judgment creditor has exclaimed to the SEC has been paid in full. If there were any doubt on that score, Princeton's own SEC filings are clear that it regarded Phoenix as "a newly formed Nate Paul related entity":[28]

> As disclosed in the Company's Form 8-K that was filed on September 9, 2022, on September 2, 2022, the Company entered into a Settlement, Assignment and Acceptance Agreement with Natin Paul and his related parties, whereby the Company would sell its promissory notes from GVS and World Class to Phoenix Lending, LLC, a newly formed Natin Paul related entity, in exchange for a settlement payment of $11,372,699 to be funded out of the $15 million reserve in the bankruptcy court. Further, the GVS affiliated parties agreed to indemnify the Company and retain $1 million on reserve in the bankruptcy court for any future legal fees or claims related to the settlement. On October 7, 2022, the Company closed the settlement and received $11,372,699.

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[27] **Exhibit 4** to Receiver's April 10, 2023 Response, No. 01-21-00284-CV, Sheena Paul Depo. at 13:16-22.

[28] Princeton Capital Corp, Annual Report, Form 10-K, Filed 03/30/23 for the Period Ending 12/31/22, Securities and Exchange Commission (Wash. D.C.) at 20 (signed by Mr. Mark S. DiSalvo, Interim Chief Executive Officer) (emphasis added). Available at: https://ir.princetoncapitalcorp.com/all-sec-filings#document-689-0001213900-23-024619.

V. CONCLUSION.

The Court lacks subject matter jurisdiction. This appeal must be dismissed. The motion to strike should be denied or ignored as moot.

Respectfully submitted this 14th day of April 2023,

Seth Kretzer

_____

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document has been delivered this April 14, 2023 (by court electronic filing only) to all counsel of record for Appellants and Appellee.

James W. Volberding

JAMES W. VOLBERDING

CERTIFICATE OF COMPLIANCE

As required by Texas Rule of Appellate Procedure 9.4, I certify that the number of words in this pleading is 3,273, measured from page one through the conclusion, according to Word, with approximately 100 words in PDF exerpts. This pleading was prepared with Microsoft Word for Apple, version 16.51.

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