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01-23-00618-CV
FIRST COURT OF APPEALS
HOUSTON, TEXAS
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No. 01-23-00618-CV

In the First Court of Appeals
Houston, Texas

GREAT VALUE STORAGE, LLC AND WORLD CLASS CAPITAL GROUP, LLC,
Appellants,

v.

PRINCETON CAPITAL CORPORATION,
Appellee.

Appeal from Cause No. 2019-18855
165th District Court of Harris County, Texas

RECEIVER'S NOTICE OF ADDITIONAL AUTHORITY

SETH KRETZER
SBN: 24043764
917 Franklin Street
Sixth Floor
Houston, TX 77002
(713) 775-3050
seth@kretzerfirm.com

RECEIVER

JAMES W. VOLBERDING
SBN: 00786313
Kretzer & Volberding, P.C.
110 N. College Avenue, Suite 1850
Tyler, TX 75702
(903) 597-6622
james@volberdinglawfirm.com

COUNSEL FOR RECEIVER

TO THE HONORABLE FIRST COURT OF APPEALS:

Mr. Kretzer, Receiver, respectfully provides additional recent authority.

I. The Fourteenth Court of Appeals granted rehearing and affirmed the district court's denial of WC 4th and Colorado, L.P.'s Motion to Show Authority.

As additional authority, Receiver respectfully submits the recent decision by the Fourteenth Court of Appeals of *WC 4th and Colorado, L.P. v. Colorado Third Street, LLC.*[1] In this related appeal, one of the putative World Class Capital Group "real estate intervenors" appealed from the denial of its motion to show authority by the 261st District Court of Travis County. On April 29, 2025, the Fourteenth Court of Appeals withdrew its previous reversal,[2] and instead affirmed the trial court's holding that Receiver Kretzer properly exercised the manifold tasks he was assigned in his order of appointment over the World Class Capital Group judgment debtors and collection of shell companies:

> Moreover, multiple provisions within the Receivership Order make clear that the Receiver was acting within the Receivership Order's plain-language grant of authority when he took control of WC 4th and settled its lawsuit with Colorado Third.[3]

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[1] No. 14-22-00764-CV, 2025 Tex. App. LEXIS 2857 (Tex. App.—Houston [14th Dist.] Apr. 29, 2025) (op. rehearing) (**Attachment 1**).
[2] No. 14-22-00764-CV, 2024 Tex. App. LEXIS 6089 (Tex. App.—Houston [14th Dist.] Aug. 22, 2024) (Majority Op.).
[3] *WC 4th and Colorado, LP*, slip op. at 8.

Further, the Fourteenth Court emphasized that Receiver was not limited to a charging order based on the facts presented to the trial court: "A charging order is not the receiver's exclusive remedy, and the trial court did not abuse its discretion in granting the receiver's motion to dismiss with prejudice."[4]

Lastly, the Court explained that the reason Receiver was not limited to a charging order is because this remedy is not "exclusive" when one or more of several recognized "exceptions" is established. On pages 8 and 9, the Fourteenth Court lists the same appellate opinions (*Bran, Klinek, Heckert*) as did Receiver in his response brief to this Court. Accordingly, on these precedents, the Fourteenth Court confirmed the Fifth Circuit's most recent observation while sitting in its diversity jurisdiction: ". . . Texas intermediate courts have held that [Texas Business Organizations Code] § 101.112(d) does not preclude the turnover of a member's interest in a limited liability company . . . ."[5]

The reason for the Fourteenth Court's complete reversal appears to be that it realized WC 4th and Colorado had made a significant factual misrepresentation in its opening brief: "WC 4th originally asserted that the record shows that it rents its property to third parties, but on rehearing has corrected the assertion, explaining that despite a long history of active business prior to the litigation, 'WC 4th has not been able to

[4] *WC 4th and Colorado, LP*, slip op. at 11.
[5] *Jiao v. Xu*, 28 F.4th 591, 600 (5th Cir. 2022) (citing, *inter alia*, *Heckert*).

operate the real estate since 2021 to due to this litigation.'"[6] This conclusion is precisely what Receiver has documented in his briefs and record to this Court: Nate Paul's collection of entities, including the two putative apex entities before this Court, World Class Capital Group and Great Value Storage, are merely empty shell companies, without assets or commercial activity for years.

II. Princeton Capital Corporation's most recent sworn reports to the Securities and Exchange Commission further verify lack of any case in controversy before this Court.

Pursuant to Texas Government Code § 22.220(c),[7] Receiver respectfully submits Princeton Capital Corporation's most recent 10-K Report filed with the Securities and Exchange Commission April 1, 2025.[8] "Matters outside the appellate record that establish justiciability, or the lack thereof, are reviewable by an appellate court."[9]

In Princeton's sworn 10-K Report, "Legal Proceedings" are addressed on page 19. Princeton informs the SEC: "As of December 31, 2024, there were no material legal proceedings against the Company or any of its officers or directors. On page 67, the

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[6] *WC 4th and Colorado, LP*, slip op. at 9-10.

[7] TEX. GOV'T CODE ANN. § 22.220(c) (2023) ("Each court of appeals may, on affidavit or otherwise, as the court may determine, ascertain the matters of fact that are necessary to the proper exercise of its jurisdiction.").

[8] Available at: https://ir.princetoncapitalcorp.com/all-sec-filings#document-737-0001213900-25-027110.

[9] *Greer v. Janssen*, No. 01-21-00583-CV, 2023 Tex. App. LEXIS 3184, at *12 (Tex. App.—Houston [1st Dist.] May 11, 2023, no pet. h.) (stating "[b]ecause the issue of mootness implicates subject-matter jurisdiction, we may take judicial notice of facts outside the record in determining whether the case is moot"); *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).

10-K report goes further: "The Company is not currently subject to any material legal proceedings, nor, to our knowledge, is any material legal proceeding threatened against us." On page 15, the Princeton informs the SEC: "No provision related to claims ***or litigation*** was recorded at December 25, 2024." (Emphasis added).

To get the complete picture, Receiver also submits as new jurisdictional evidence Princeton's sworn 10-Q SEC Report filed November 13, 2024.[10] On pages 15, 19, and 42, the 10-Q Report explains that: "The deposit held for by the law firm representing the Company in its litigation with Great Value Storage, LLC was returned on October 9, 2024 in the amount of $27,758." In other words, even though Princeton is the only "appellee" in this case as defined by Texas Rule of Appellate Procedure 3.1(c), this public company has informed its securities regulator under oath: (1) it does not consider its law firm to be representing Princeton in this Court's pending No. 01-23-618-CV appeal, and (2) the entire litigation with WCCG and GVS is so moot that Princeton instructed and received the balance of its law firm's legal fees regarding any case presently before this Court, in No. 01-23-618-CV, or otherwise pending in the 165th District Court of Harris County, No. 2019-18855.

Princeton Capital has not merely refused to file a brief in this Court—it affirmatively dismissed its attorneys. This appeal is moot.

[10] Available at: https://ir.princetoncapitalcorp.com/all-sec-filings/content/0001213900-24-097546/0001213900-24-097546.pdf.

Respectfully submitted this 5th day of May 2025.

/s/ *Seth Kretzer*

SETH KRETZER
SBN: 24043764

917 Franklin Street
Sixth Floor
Houston, TX 77002
(713) 775-3050 (office)
Email: seth@kretzerfirm.com

RECEIVER

/s/ *James W. Volberding*
By: _____
JAMES W. VOLBERDING
SBN: 00786313

KRETZER & VOLBERDING P.C.
Plaza Tower
110 North College Avenue
Suite 1850
Tyler, Texas 75702
(903) 597-6622 (office)
(903) 913-7130 (fax)
email: james@volberdinglawfirm.com

ATTORNEY FOR RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document has been delivered this May 5, 2025 (by court electronic filing only) to all counsel of record in cause 01-23-00618-CV.

/s/ *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 1,019, measured from page one through the conclusion, according to Word. This pleading was prepared with Microsoft Word for Apple, version 16.51.

/s/ *James W. Volberding*

JAMES W. VOLBERDING

Appellee's Motion for Rehearing Granted; Majority and Dissenting Opinions of August 22, 2024, Withdrawn. Judgment Vacated. Affirmed and Opinion on Rehearing filed April 29, 2025.

ATTACHMENT 1

In The

Fourteenth Court of Appeals

NO. 14-22-00764-CV

WC 4TH AND COLORADO, LP, Appellant

V.

COLORADO THIRD STREET, LLC, Appellee

On Appeal from the 261st District Court
Travis County, Texas
Trial Court Cause No. D-1-GN-20-002781

OPINION ON REHEARING

This appeal arises from actions taken by a receiver acting pursuant to a receivership order issued in a separate Harris County suit. The receiver appeared on behalf of appellant WC 4th and Colorado, LP ("WC 4th") in the present suit and claimed to be replacing WC 4th's prior counsel. Along with appellee Colorado Third Street, LLC ("Third Street"), the receiver filed a joint motion to dismiss WC 4th's claims against Third Street, which the trial court granted. In two issues that

we construe as one, WC 4th argues the receiver lacked authority to replace its counsel and dismiss the case. Since our original opinion issued the parties clarified facts in the record important to our decision. Today, we withdraw the August 22, 2024 majority and dissenting opinions and judgment, grant appellee's subsequently-filed motion for rehearing, and affirm the trial court's judgment.

I. BACKGROUND

Nate Paul is a real estate investor who does business through a network of entities that include "WC" or "World Class" in their names.[1] *WC 1st & Trinity, LP v. Roy F. & JoAnn Cole Mitte Found.*, No. 03-19-00799-CV, 2021 WL 4465995, at *1 (Tex. App.—Austin Sept. 30, 2021, pet. denied) (mem. op.). His principal entity is World Class Capital Group ("WCCG"), of which he is the sole member and manager. Financial statements and affidavits from Paul acknowledge that WCCG "is the manager of WORLD CLASS REAL ESTATE, LLC, which is the Manager of WC 4th AND COLORADO GP, LLC, which is the General Partner of WC 4TH AND COLORADO, LP, a Texas limited Partnership."

WC 4th defaulted on a loan held by Third Street. When Third Street began exercising its contractual right to foreclose on the property secured by the loan, WC 4th sought to enjoin the sale in a Travis County district court. WC 4th also filed several counterclaims, including tortious interference with contract. WC 4th subsequently declared bankruptcy, which stayed the foreclosure sale and the pending Travis County suit. *See* 11 U.S.C. § 362 (automatic stay).

[1] The Supreme Court of Texas ordered the Court of Appeals for the Third District of Texas to transfer this appeal (No. 03-22-00575-CV) to this court. Misc. Docket No. 22-9083 (Tex. Sept. 27, 2022); *see* Tex. Gov't Code Ann. §§ 73.001, -.002. Because of the transfer, we decide the case in accordance with the precedent of the transferor court under principles of stare decisis if our decision otherwise would have been inconsistent with the transferor court's precedent. *See* Tex. R. App. 41.3.

While the Travis County suit was pending, a Harris County court in a separate suit ordered WCCG, Paul, and Great Value[2] to pay over $9.7 million in damages to a different lender—Princeton Capital—for failure to pay amounts owed under an unrelated note purchase agreement. *See Great Value Storage, LLC v. Princeton Cap. Corp.*, No. 01-21-00284-CV, 2023 WL 3010773, at *6 (Tex. App.—Houston [1st Dist.] Apr. 20, 2023, pet. granted) (mem. op.), *vacated as moot by*, No. 23-0722 (Tex. Mar. 8, 2024). Because WCCG and Paul did not pay the judgment, the trial court appointed a receiver over WCCG and granted the receiver broad authority to seize, manage, and operate entities in which WCCG had an ownership interest. *Id.* at *6 (the "Receivership Order"). The Harris County court also granted the receiver the express authority to take possession of "all real property . . . causes of action . . . [and] contract rights" owned by WCCG. Acting pursuant to the Receivership Order—and after the bankruptcy stay was lifted and Third Street had foreclosed on the property—the receiver appeared in the underlying Travis County suit on WC 4th's behalf. The receiver then settled the underlying litigation and moved to dismiss with prejudice all of WC 4th's claims and counterclaims in the Travis County suit.

WC 4th challenged the receiver's authority through a Rule 12 motion. *See* Tex. R. Civ. P. 12 ("A party in a suit or proceeding pending in a court of this state may, by sworn written motion stating that he believes the suit or proceeding is being prosecuted or defended without authority, cause the attorney to be cited to appear before the court and show his authority to act. . . . Upon his failure to show such authority, the court shall refuse to permit the attorney to appear in the cause . . . ."). The trial court held an evidentiary hearing on the Rule 12 motion, denied the motion, granted the joint motion to dismiss, and signed a final judgment. WC

[2] Great Value is another entity of which WCCG is the sole member and manager.

4th filed a timely notice of appeal challenging the trial court's denial of its motion to show authority and the trial court's dismissal.

II. ANALYSIS

A. Collateral attack

As a preliminary matter, we address Third Street's contention that WC 4th's current appeal constitutes an impermissible collateral attack of the Receivership Order. In support of its argument, Third Street cites a series of cases in which courts have held that a party to a judgment, as well as the party's successors in interest, may only challenge the validity of a judgment in the court in which the judgment issued and may not collaterally attack the judgment in a separate proceeding in another court.

A similar argument was made in *WC 4th & Rio Grande, LP v. La Zona Rio, LLC*, No. 08-22-00073-CV, 2024 WL 1138568, at *7 (Tex. App.—El Paso Mar. 15, 2024, no pet. h.) (substitute mem. op.). *La Zona Rio* is another case from an Austin district court involving entities related to Paul and the authority of this receiver, but the case was transferred to the El Paso Court of Appeals instead of our court.[3]

The underlying procedural history of *La Zona Rio* is nearly identical to the present case; *La Zona Rio* stems from the same Receivership Order involving WCCG as the present case. Similar to our case, Rio Grande—another business entity related to Paul—was not a party to the Harris County suit in which the Receivership Order was entered. In *La Zona Rio*, Rio Grande filed suit against La

[3] The court in *La Zona Rio* was also required to apply precedent from the Austin court of appeals to the extent it conflicted with El Paso precedent. *See* Tex. R. App. 41.3. However, there was no indication of a conflict of precedents in *La Zona Rio* and often the court there applied El Paso precedent. Thus, while we are not obligated to follow *La Zona Rio*, we are certainly free to consider it persuasive authority.

Zona Rio, but a receiver appeared purportedly on behalf of Rio Grande, replaced Rio Grande's counsel, and filed a motion to dismiss Rio Grande's claims against La Zona Rio. *See id.* at *1. Just as in this case, Rio Grande challenged the authority of the receiver, contending that Rio Grande's arguments amounted to an impermissible collateral attack of the same Receivership Order citing the same cases that Third Street cites in this case. The El Paso Court of Appeals rejected this argument, reasoning as follows:

> [W]e note that turnover orders—and receivership orders in particular—are unique in nature, and while some portions of such an order may be considered final and appealable, other provisions may not. *See Alexander Dubose*, 540 S.W.3d at 586-88. As the Texas Supreme Court has recognized, a turnover order is considered final and appealable when it serves as a mandatory injunction ordering a judgment debtor to turn over assets. *Id.* at 596. However, "other provisions of the same order can be interlocutory and unreviewable because they do not resemble injunctive relief." *Id.* at 587. Thus, in *Alexander Dubose*, the Court held that a provision in a turnover order requiring disputed funds to be deposited in the court's registry did not function as a mandatory injunction and therefore could not be considered a final appealable order, as there had been no adjudication of the ownership of the funds in the turnover order. Instead, the court held that a subsequently issued "release order," which adjudicated ownership of the funds, was the first and only order that could be considered final with respect to ownership of the funds. *Id.*
>
> Here, the Receivership Order contained various provisions authorizing Kretzer to obtain property held by third parties, i.e., the various entities that WCCG purportedly had an interest in, but the order did not adjudicate the substantive rights of those third parties to the extent that they sought to dispute that they held property belonging to WCCG. And as such, those provisions cannot be considered "final" with respect to any third parties affected thereby who have not had their substantive rights adjudicated. *See Mitchell v. Turbine Res. Unlimited, Inc.*, 523 S.W.3d 189, 196 (Tex. App.—Houston [14th Dist.] 2017, pet. denied) (holding that a turnover order that authorized a receiver to sell property "subject to third parties' rights" could not

> be considered a final order, and was instead considered "interlocutory and not appealable").

Id. at 13. We agree with the El Paso court's reasoning and conclude that WC 4th is not making a collateral attack and had the right to challenge the Receivership Order in this case to the extent the Receiver was "attempting to enforce the order against it and deprive it of partnership assets that it claims WCCG did not own or control." *Id*.

B. The Rule 12 Motion

WC 4th next argues that the trial court abused its discretion by denying its Rule 12 motion to show authority. Rule 12 provides that "[a] party in a suit or proceeding pending in a court of this state may, by sworn written motion stating that he believes the suit or proceeding is being prosecuted or defended without authority, cause the attorney to be cited to appear before the court and show his authority to act." Tex. R. Civ. P. 12. The purpose of Rule 12 is to allow a party to challenge the right of an attorney to represent the *other party* in the litigation. *See* Tex. R. Civ. P. 12 ("At the hearing on the motion, the burden of proof shall be upon the challenged attorney to show sufficient authority to prosecute or defend the suit on behalf of the other party."); *see also In re Sassin*, 511 S.W.3d 121, 125 (Tex. App.—El Paso 2014, orig. proceeding) (recognizing that Rule 12's "primary purpose is to enforce a party's right to know who authorized the suit"). Here, WC 4th's motion did not challenge the receiver's authority to represent *another* party in the *Princeton* suit; rather, it challenged the receiver's authority to appear on its own behalf.

However, in interpreting the nature of a motion or other pleading, we look to its substance, not merely at the form of title given to it. *See* Tex. R. Civ. P. 71 ("When a party has mistakenly designated any plea or pleading, the court, if justice

so requires, shall treat the plea or pleading as if it had been properly designated."). Given the substance of WC 4th's arguments that the receiver lacked the authority he claimed to have, we decline to treat it as a Rule 12 motion. Instead, WC 4th's Rule 12 motion should be treated the same as its second issue on appeal, which is simply a challenge to the receiver's authority. For these reasons, we proceed to address WC 4th's issue regarding the receiver's authority.

C. Did the Receiver have the authority to act on behalf of WC 4th?

1. Standard of review and applicable law

We review a trial court's ruling on a motion to dismiss for an abuse of discretion; however, pure questions of law that lead to the trial court's ruling are reviewed de novo. *See Gonzalez v. Momentum Design & Constr., Inc.*, 633 S.W.3d 678, 684 (Tex. App.—El Paso 2021, pet. denied).

"A receiver has only that authority conferred by the Court's order appointing him." *Ex parte Hodges*, 625 S.W.2d 304, 306 (Tex. 1981).

2. Application

WC 4th argues that the Receiver lacked the authority to manage or control it or settle its lawsuit for two reasons. First, WC 4th argues that it is not a subsidiary of WCCG and thus the Receivership Order did not give the Receiver, Kretzer, the authority to take control of WC 4th and dismiss its lawsuit. In support of this, WC 4th points to the Nate Paul declaration where he states that WC 4th "is not a direct or indirect subsidiary" of World Class, "[World Class] is not a direct or indirect owner" of any partnership or membership interests of WC 4th, and "[the receiver] does not have the authority to appear on behalf of WC 4th." In response, Appellee Third Street argues that Nate Paul's declaration is conclusory and there is considerable evidence for the trial court to conclude that WCCG was the owner or

manager of WC 4th and thus the Receiver was well within its rights to take control of WC 4th. The trial court could have reasonably concluded from the evidence before it that WCCG was the owner or manager of WC 4th. Moreover, multiple provisions within the Receivership Order make clear that the Receiver was acting within the Receivership Order's plain-language grant of authority when he took control of WC 4th and settled its lawsuit with Colorado Third.

Second, WC 4th argues that the Receiver had no authority to seize a judgment debtor's interest in a partnership or limited liability company, but rather the Receiver could only obtain a "charging order" to receive the debtor's profits or distributions in the partnership. In *Pajooh v. Royal West Investments LLC, Series E.*, 518 S.W.3d 557 (Tex. App.—Houston [1st Dist.] 2017, no pet.), our sister court held that an individual partner has no ownership interest in the specific property belonging to the partnership and that the partner's interests are limited to his share of profits and losses. *Id*. at 562; *see also* Tex. Bus. Orgs. Code Ann. § 152.101 and 101.106(b) (partnership property is "not property of the partners" and a member of a limited liability company "does not have an interest in any specific property of the company"). As a result, "the entry of a charging order is the exclusive remedy by which a judgment creditor" of a partner, Tex. Bus. Orgs. Code Ann. § 152.101, or a member, Tex. Bus. Orgs. Code Ann. § 101.112(d), may satisfy a judgment. This court has similarly held that a charging order is the exclusive remedy afforded a judgment creditor. *See Klinek v. LuxeYard, Inc.*, 672 S.W.3d 830, 839 (Tex. App.—Houston [14th Dist.] 2023, no pet.); *Bran v. Spectrum MH, LLC*, No. 14-22-00479-CV, 2023 WL 5487421, at *6 (Tex. App.—Houston [14th Dist.] Aug. 24, 2023, pet. filed) (mem. op.).

The charging order procedure was developed to prevent a judgment creditor's disruption of an entity's business by forcing an execution sale of the

partner's or member's entity interest to satisfy a debt of the individual partner or member. *See Gillet v. ZUPT, LLC*, 523 S.W.3d 749, 757 (Tex. App.—Houston [14th Dist.] 2017, no pet.); *Stanley v. Reef Sec., Inc.*, 314 S.W.3d 659, 664 (Tex. App.—Dallas 2010, no pet.). In *Gillet*, this court acknowledged that in situations where the purpose of the charging order exclusivity rule is lost, exception could be taken. *Gillet v. ZUPT, LLC*, 523 S.W.3d at 757-58. In *Gillet*, we held the reasoning for the charging order exclusivity rule "inapposite when the judgment creditor seeking the membership interest *is* the entity from which the membership interest derives." *Id.* at 758 (emphasis added). Later in *Klinek*, we acknowledged but did not adopt additional exceptional situations where the purpose of the charging order exclusivity rule was frustrated. *Klinek*, 672 S.W.3d at 839–40. Specifically, we observed that in *Heckert v. Heckert*, the Fort Worth court found no error in the turnover of a member's interest in a limited liability company "because the company was not operating any business and no party's interest would have been disrupted by granting turnover relief." *Klinek*, 672 S.W.3d at 840, citing *Heckert v. Heckert*, No. 02-16-00213-CV, 2017 WL 5184840 (Tex. App.—Fort Worth Nov. 9, 2017, no pet.) (mem. op.). We agree with the rationale in *Heckert*, and consider whether the facts of this case are similarly exceptional to obviate the purpose of the rule—whether WC 4th was an operating business, and whether any party's interest would have been disrupted by granting turnover relief.

Appellee Third Street argues that the *Heckert* exception applies since WC 4th is a non-operating, single purpose business with no partners. Thus, argues appellee, there can be no disruption of the business. First, we note that fact that WC 4th is a *single*-purpose business that had been engaged in renting commercial property to third parties is not dispositive as some of the parties' briefing suggested. What does matter is the status of the business operations. WC 4th

originally asserted that the record shows that it rents its property to third parties, but on rehearing has corrected the assertion, explaining that despite a long history of active business prior to the litigation, "WC 4th has not been able to operate the real estate since 2021 to due to this litigation."

Whether any party's interest would be disrupted in part involves consideration of related entities. Were it properly before the trial court, WC 4th's Limited Partnership Agreement—which comes to us from WC 4th in its reply brief with its judicial-notice request—shows that WC 4th and Colorado GP, LLC are the general partners and Sangreal Investments, LLC and Independence Holdings I, LLC are the limited partners. At best, we could only speculate that WC 4th consists of third-party partners seemingly unrelated to Nate Paul. There is no evidence in the record that Sangreal Investments, LLC and Independence Holdings I, LLC are unrelated to Nate Paul. Moreover, WC 4th has not established that the Agreement was properly before the trial court at the time of the hearing or that WC 4th argued that Sangreal and Independence were unrelated third-parties. *See Samlowski v. Wooten*, 332 S.W.3d 404, 413 (Tex. 2011)(Guzman, J. concurring) (citing *Univ. of Tex. v. Morris*, 162 Tex. 60, 344 S.W.2d 426, 429 (1961)).[4] Thus, we cannot conclude any party's interest would be disrupted.

WC 4th suggests that we follow the *La Zona Rio* decision, but the facts here do not lend us to do so. There, La Zona Rio argued the *Heckert* exception applied since "Rio Grande, LP was admittedly a 'single purpose entity holding commercial property,' and its business would therefore not be disrupted by ordering a turnover of the property." *La Zona Rio*, 2024 WL 1138568, at *15. The El Paso court concluded that *Heckert* was inapplicable because "the evidence reflected that the

[4] Yet still, even were the agreement properly before the court, the Agreement provided for the settlement this litigation as the general partner, regardless of whether WC 4th had other limited partners.

partnership was an operating business which had been leasing its building space to tenants, and the partnership had three limited partners whose interests were at stake in the La Zona Rio Lawsuit." In this case however, no real property was transferred because the property had already been sold and WC 4th has not satisfied its burden of establishing that there are other parties whose interests were at stake. Thus, unlike *La Zona Rio*, the Receiver here did not "utiliz[e] the Receivership Order to allow the partnership's only asset to be alienated" to Colorado Third. *See La Zona Rio*, 2024 WL 1138568, at *15.

We agree that the exception announced in *Heckert* applies. The record reflects that WC 4th is not an operating business and no party's interest would have been disrupted by granting turnover relief. A charging order is not the receiver's exclusive remedy, and the trial court did not abuse its discretion in granting the receiver's motion to dismiss with prejudice.

We overrule WC 4th's sole issue.

III. CONCLUSION

WC 4th's appeal is not a collateral attack of the Receivership Order, and the trial court did not abuse its discretion in granting the receiver's motion to dismiss WC 4th's claims against Third Street with prejudice. We affirm.

/s/ Randy Wilson
Justice

Panel consists of Justices Jewell and Wilson.

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jamesvolberding@gmail.com
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Associated Case Party: Seth Kretzer, Receiver

Name	BarNumber	Email	TimestampSubmitted	Status
Dana Lipp	24050935	dlipp@lipplegal.com	5/5/2025 11:03:21 AM	SENT
Seth Kretzer		seth@kretzerfirm.com	5/5/2025 11:03:21 AM	SENT
James Volberding		jamesvolberding@gmail.com	5/5/2025 11:03:21 AM	SENT
Ann Kennon		akennonassistant@gmail.com	5/5/2025 11:03:21 AM	SENT

Associated Case Party: World Class Capital Group, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Greg R.Wehrer		greg.wehrer@squirepb.com	5/5/2025 11:03:21 AM	SENT
Amanda DoddsPrice		amanda.price@squirepb.com	5/5/2025 11:03:21 AM	SENT
Trevor Kehrer		trevor.kehrer@squirepb.com	5/5/2025 11:03:21 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Abigail Noebels	24083578	anoebels@susmangodfrey.com	5/5/2025 11:03:21 AM	SENT
Greg Wehrer		greg.wehrer@squirepb.com	5/5/2025 11:03:21 AM	SENT
Manfred Sternberg		Manfred@msternberg.com	5/5/2025 11:03:21 AM	SENT
Brian Elliott		brian@scalefirm.com	5/5/2025 11:03:21 AM	SENT
Amanda Prince		amanda.price@squirepb.com	5/5/2025 11:03:21 AM	SENT
Jeremy Gaston		jgaston@hcgllp.com	5/5/2025 11:03:21 AM	SENT