

COURT OF APPEALS FOR THE SECOND APPELLATE DISTRICT OF TEXAS
AT FORT WORTH

Charles Mobley v. Diamond Truck Sales, Inc.

Mobley · No. 02-25-00403-CV · Decided March 26, 2026

SUMMARY

The Texas Court of Appeals for the Second Appellate District affirmed the dismissal with prejudice of Charles Mobley’s suit against Diamond Truck Sales, Inc. under Texas Rule of Civil Procedure 91a. The court held that Mobley’s corrected pro se brief failed to identify or adequately argue any discernible appellate issue, leaving nothing for review.

CASE DETAILS

COURT	Court of Appeals for the Second Appellate District of Texas at Fort Worth
WRITING FOR THE COURT	Bonnie Sudderth, Chief Justice; Birdwell, Justice; Bassel, Justice
JURISDICTION	Texas Court of Appeals, Second Appellate District at Fort Worth
DECIDED	March 26, 2026
DOCKET	02-25-00403-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Mobley appealed pro se from an order of the 67th District Court of Tarrant County dismissing his suit against Diamond Truck Sales, Inc. with prejudice under Texas Rule of Civil Procedure 91a.1.
PRECEDENTIAL VALUE	Published memorandum opinion
PARTIES	Charles Mobley v. Diamond Truck Sales, Inc.

TOPICS

- appellate procedure
- waiver
- civil procedure
- consumer protection

PRACTICE AREAS

- Appellate procedure
- Civil procedure
- Consumer protection

QUESTIONS PRESENTED

1. Whether Mobley's corrected pro se appellate brief adequately presented issues and arguments for appellate review.
2. Whether the appeal should be affirmed because Mobley's inadequate briefing waived any appellate complaints and presented nothing for review.

HOLDINGS

1. A pro se appellant must comply with the Texas Rules of Appellate Procedure and must identify the issues or points presented and provide clear and concise arguments; when the appellant fails to do so even after receiving an opportunity to correct the deficiencies, the appeal is inadequately briefed and presents nothing for appellate review.

FACTUAL BACKGROUND

Mobley sued Diamond Truck Sales after purchasing a used truck that allegedly broke down and required repairs. He alleged that Diamond had agreed to make repairs, but the finance company repossessed the truck before the repairs were completed. Mobley sought more than \$202 million in damages and later characterized the matter as a Texas Lemon Law case, although the court concluded that he had not discernibly pleaded a cause of action under that law.

PROCEDURAL HISTORY

Mobley filed suit concerning the purchase and subsequent repossession of a used truck. The trial court dismissed the suit with prejudice. On appeal, the court notified Mobley that his initial brief failed to comply with the Texas Rules of Appellate Procedure and gave him an opportunity to file an amended brief. His corrected brief still failed to identify discernible issues or provide comprehensible legal arguments, so the court held that the appeal presented nothing for review and affirmed.

DISPOSITION

affirmed

CASES CITED

- *Sammour v. Adler*, No. 02-21-00086-CV, 2022 WL 963845, at *2 (Tex. App.—Fort Worth Mar. 31, 2022, no pet.) (mem. op.)
- *RSL Funding, LLC v. Newsome*, 569 S.W.3d 116, 126 (Tex. 2018)
- *Dutchmen Mfg., Inc. v. Tex. Dep't of Transp., Motor Vehicle Div.*, 383 S.W.3d 217, 223 (Tex. App.—Austin 2012, no pet.)

OPINION

PER CURIAM.

In the Court of Appeals Second Appellate District of Texas at Fort Worth

No. 02-25-00403-CV _____

CHARLES MOBLEY, Appellant V. DIAMOND TRUCK SALES, INC., Appellee On Appeal from the 67th District Court Tarrant County, Texas Trial Court No. 067-359155-24 Before Sudderth, C.J.; Birdwell and Bassel, JJ. Memorandum Opinion by Chief Justice Sudderth MEMORANDUM OPINION Charles Mobley appeals pro se from an order dismissing his suit against Diamond Truck Sales, Inc. with prejudice.

See Tex. R. Civ. P. 91a.1. Because Mobley has failed to adequately brief an appellate complaint despite being given the opportunity to correct his deficient briefing, we affirm. Mobley filed his initial brief on October 23, 2025.

We sent him a letter listing the ways in which the brief did not comply with the Texas Rules of Appellate Procedure,¹ requested that he file an amended brief, and warned that his failure to do so could “result in... a waiver of noncomplying points.” Mobley filed a corrected brief, but it does not contain any discernible issues or points.

Although we must construe briefs liberally, Tex. R. App. P. 38.9, we must also hold a pro se litigant to the same rules of procedure as a licensed attorney, e.g., *Sammour v. Adler*, No. 02-21-00086-CV, 2022 WL 963845, at *2 (Tex. App.—Fort Worth Mar. 31, 2022, no pet.) (mem. op.).

The Texas Rules of Appellate Procedure require that to properly present a case on appeal, the appellant’s brief must (1) “state concisely all issues or points presented for review,” Tex. R. App. P. 38.1(f), and (2) “contain a clear and concise argument for the contentions made,” Tex. R. App. P. 38.1(i). An appellate court has no duty to perform an independent review of the 1 We specifically pointed out that the brief did not contain any “issues presented.” See Tex. R. App.

P. 38.1(f). 2 record and applicable law to determine whether error exists. See *Sammour*, 2022 WL 963845, at *2. Any argument in Mobley’s initial and corrected briefs is incomprehensible; we cannot discern any alleged legal bases to reverse the trial court’s order.² Because Mobley has failed to properly identify or argue any legal issues or points in his appellate briefing, we conclude that his appeal is inadequately briefed and presents nothing for this court to review.

See, e.g., *RSL Funding, LLC v. Newsome*, 569 S.W.3d 116, 126 (Tex. 2018); *Sammour*, 2022 WL 963845, at *2. We therefore affirm the trial court’s dismissal order. /s/ Bonnie Sudderth Bonnie Sudderth Chief Justice Delivered: March 26, 2026 2 No reporter’s record has been filed. Mobley’s original petition in the clerk’s record alleged the following as the complaint’s basis: “Loss of wages business lof [sic] capital and creditors.” His amended petition never identified a cause of action; instead, it recited grievances regarding events that occurred after the purchasing of a used truck from Diamond—basically that the truck broke down and needed repairs and that Diamond had agreed to make those repairs, but that before those repairs could be made, the finance company repossessed the truck.

In his corrected brief, Mobley argues that “[t]his is an obvious case of lemon law.” But he did not discernibly plead a cause of action under the Texas Lemon Law. See *Dutchmen Mfg., Inc. v. Tex. Dep’t of Transp., Motor Vehicle Div.*, 383 S.W.3d 217, 223 (Tex. App.—Austin 2012, no pet.) (noting that intent of Texas Lemon Law “is to provide the buyer of a new vehicle with a way to obtain a refund or a replacement vehicle without the obstacles of litigating under other applicable laws”).

Instead of seeking a repair or replacement vehicle, Mobley sought damages in the amount of \$202,000,757.62. 3