

IN THE SUPREME COURT OF TEXAS

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No. 06-0607
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CANDELARIO ONTIVEROS, MELISSA ONTIVEROS, AND MED CARE EMERGENCY
MEDICAL SERVICES, INC., PETITIONERS,

v.

JUAN FLORES, AS THE REPRESENTATIVE OF THE ESTATE OF ROBERTO FLORES,
DECEASED, RESPONDENT

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ON PETITION FOR REVIEW FROM THE
COURT OF APPEALS FOR THE THIRTEENTH DISTRICT OF TEXAS
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PER CURIAM

Respondent Juan Flores sued Petitioners Candelario and Melissa Ontiveros and Med Care Emergency Medical Services (collectively “Ontiveros”) for fraudulent transfer, breach of fiduciary duty, tortious interference with a contract, conspiracy, conversion, and fraud. The trial court granted Ontiveros’s motion for summary judgment as to all causes of action. Flores appealed and the court of appeals reversed and remanded as to all claims. ___ S.W.3d ___. Ontiveros urges that the court of appeals erred by reversing as to causes of action that Flores did not complain about.

The parties now agree that in the court of appeals, Flores complained only about the summary judgment granted on his claims for fraudulent transfer and breach of fiduciary duty. Because Flores did not assert error as to his claims for tortious interference with a contract, conspiracy, conversion,

and fraud claims, he waived error as to them. *See Jacobs v. Satterwhite*, 65 S.W.3d 653, 655-56 (Tex. 2001) (citing *San Jacinto River Auth. v. Duke*, 783 S.W.2d 209, 209-10 (Tex. 1990)). The court of appeals erred in reversing the summary judgment on those claims. *Id.*

Accordingly, pursuant to Rule 59.1 of the Texas Rules of Appellate Procedure, we grant the petition for review, and without hearing oral argument we reverse that part of the court of appeals' judgment reversing and remanding Flores's claims for tortious interference with a contract, conspiracy, conversion, and fraud claims. We affirm the trial court judgment that Flores takes nothing on those claims.

Ontiveros does not challenge the court of appeals' judgment reversing summary judgment on Flores's claims for fraudulent transfer and breach of fiduciary duty so we do not address them.

OPINION DELIVERED: March 2, 2007