

# Question

1. A father was ordered out of his home without any findings and without issuing any protective order. No hearing was held, no evidence was admitted, and no witnesses were called. The parties expressly agreed to continue the case to acquire legal representation. He had four hours to vacate. 2. At the next setting, parties acquired counsel, and the case was delayed again because petitioner caused a delay for not hiring counsel until the last second before the hearing in the lobby of the courtroom. 3. The judge who ordered the respondent out of his home did so based on knowingly fraudulent documents submitted by the petitioner, who went as far as to claim there was an active order of protection in place with a finding of family violence during the marriage which was knowingly false to waive the 60-day waiver. 4. Father raised these allegations in his original answer, which wasn't even considered by the Court. 5. At the third reset hearing, the father's counsel drafted an "Agreed associate judge's report" and only gave him the option of settling with one month back in the home. He refused. His attorney then stated "i dont want to be here all day. we can come back later and change things". 5. Left with no alternative, father signed the agreement because he noticed the following provisions: "A typed written Order conforming to this Report will follow within 20 days from the date this Report is signed. The Temporary Order shall be prepared by DAN BACALIS . Each attorney should approve the Order. The parties do not need to approve the Order. The attorney reviewing the proposed Order shall have five (5) days to do so. There arc no ten (10) day letters. If an agreement is not reached, a Motion to Sign shall be filed and set within thirty (30) days from the signing of this Report. AGREED AS IP. FORM AND SUBSTANCE" 6. Immediately after this was signed, father fired his attorney and proceeded PRO-SE and filed an emergency motion. 7. Opposing counsel emailed father and said she'd be filing a counter motion. 8. The emergency motion was scheduled for a hearing on March 14, 2024, signed by the district judge. 9. When arriving to court on March 14, which was well after the timeline ordered in the prior feb 1 agreement, the opposing counsel, who was not dan bacalis, handed him the reduced "temporary orders" which falsely claimed a hearing occurred on Feb 1 for a motion for TRO, which the docket has no notice of hearing for such a motion and this motion was not served to the respondent whatsoever. 8. She then handed the judge a proposed order denying the emergency motion despite not even providing a response to the motion or raising counterarguments. 9. The judge granted the proposed order before the respondent could even review it, which was written in the opposing counsel's handwriting. 10. The terms of the agreement had been unilaterally changed to where there was a 10 day window where nobody would occupy the home. 11. Father was denied summarily, was not afforded an opporunity to present his unopposed motion, and the temporary orders were rendered that expressly state: "Based on the signatures below, all parties agree to the terms of this order" yet on the signature page both the repsondent and his attorney that was suppoed to draft the reduced version is missing. The judge rendered it anyway. EXPLAIN HOW THIS IS EXTRINSIC FRAUD

# Answer (Texas)

## Short response

The described scenario constitutes extrinsic fraud because the father was denied a fair opportunity to present his case due to fraudulent conduct by the opposing party and procedural irregularities that prevented him from fully litigating his rights, as recognized by Texas law. Extrinsic fraud occurs when a party is kept from participating in the proceedings or is misled in a way that undermines the judicial process, which is precisely what the facts here demonstrate.

## Summary

Extrinsic fraud, under Texas law, refers to wrongful conduct that prevents a party from having a fair opportunity to present their case or defenses in court, typically through deception, denial of notice, or manipulation of the judicial process outside the adversarial proceedings. In the scenario described, the father was ordered out of his home without a hearing, based on fraudulent documents, and was repeatedly denied the opportunity to present his case or respond to motions, all of which align with the established definition of extrinsic fraud.

The actions of the petitioner and the court—such as submitting knowingly false documents, denying the father notice and a hearing, and rendering orders without proper procedure or signatures—constitute conduct that is collateral to the issues being litigated and directly prevented the father from fully participating in the proceedings. Texas courts have consistently held that such conduct amounts to extrinsic fraud, which is grounds for setting aside a judgment or order through a bill of review.

## Background and Relevant Law

### Legislative Framework

Under Texas law, temporary orders in family law cases are governed by [Tex. Fam. Code § 105.001](#). This statute allows courts to issue temporary orders for the safety and welfare of the child, but generally requires notice and a hearing before such orders are rendered, except in specific emergency circumstances. Orders issued without notice and a hearing, outside of these exceptions, violate procedural requirements and due process, especially when they affect fundamental rights such as possession of the home.

Additionally, [Tex. Pen. Code § 32.46](#) criminalizes the fraudulent securing of document execution, including causing someone to sign a document affecting property or legal rights without effective consent, with intent to defraud or harm. This is relevant where court orders or agreements are procured through deception or without proper consent.

## Case Law

Texas courts have developed a robust body of law distinguishing between intrinsic and extrinsic fraud in the context of attacking judgments. Only extrinsic fraud—fraud that prevents a party from fully litigating their rights or defenses—will support a bill of review to set aside a judgment.

Key authorities include:

- **[In re Garcia](#)**: To succeed on a bill of review, a party must show a meritorious defense, that they were prevented from presenting by the fraud or wrongful act of the opposing party, and that this was not due to their own fault. Only extrinsic fraud, which denies a party the opportunity to fully litigate their rights, is sufficient ([In re Garcia](#), [13-25-00219-CV \(Tex. App. Jun 30, 2025\)](#)).
- **[PNS Stores, Inc. v. Rivera](#)**: Extrinsic fraud is conduct that distorts the judicial process by denying a party the opportunity to fully litigate their rights, such as being misled or denied knowledge of the suit ([PNS Stores, Inc. v. Rivera](#), [379 S.W.3d 267 \(Tex. 2012\)](#)).
- **[Montgomery v. Kennedy](#)**: Extrinsic fraud is collateral to the issues tried and prevents a real trial on the merits ([Montgomery v. Kennedy](#), [669 S.W.2d 309 \(Tex. 1984\)](#)).
- **[King Ranch, Inc. v. Chapman](#)**: Only extrinsic fraud, not intrinsic fraud (such as perjured testimony or fraudulent documents considered by the court), supports a bill of review. Extrinsic fraud involves being kept away from court, denied knowledge of the suit, or misled in a way that prevents participation ([King Ranch, Inc. v. Chapman](#), [118 S.W.3d 742 \(Tex. 2003\)](#)).
- **[Sotelo v. Scherr](#)** and **[Stiggers v. Washington Mutual Bank](#)**: Extrinsic fraud includes wrongful conduct outside the trial, such as preventing a party from attending court, making false promises, or denying knowledge of the suit ([Sotelo v. Scherr](#), [242 S.W.3d 823 \(Tex. App. 2007\)](#); [Stiggers v. Washington Mutual Bank](#), No. 04-06-00575-CV (Tex. App. Feb 07, 2007)).
- **[O'Meara v. O'Meara](#)**: Examples of extrinsic fraud include keeping a party away from court by false promises or keeping them ignorant of the suit, or when an attorney betrays the client's interests ([O'Meara v. O'Meara](#), [181 S.W.2d 891 \(Tex. App. 1944\)](#)).
- **[Ince v. Ince](#)**: Although this case was overruled by [Ramsey v. State](#), [249 S.W.3d 568 \(Tex. App. 2008\)](#) on unrelated grounds, its articulation of extrinsic fraud as wrongful conduct outside the adversary trial, such as keeping a party away from court or denying knowledge of the suit, remains consistent with other authorities ([Ince v. Ince](#), [58 S.W.3d 187 \(Tex. App. 2001\)](#)).

# Analysis

## Application of Law to the Facts

The facts presented describe a series of procedural and substantive irregularities that collectively deprived the father of a fair opportunity to present his case:

1. **No Hearing, No Evidence, No Findings:** The father was ordered out of his home without a hearing, without evidence being admitted, and without witnesses. The parties had agreed to continue the case to obtain counsel, yet the court issued an order requiring the father to vacate within four hours. This lack of notice and opportunity to be heard is a classic example of extrinsic fraud, as it denied the father the chance to litigate his rights ([PNS Stores, Inc. v. Rivera, 379 S.W.3d 267 \(Tex. 2012\)](#); [Montgomery v. Kennedy, 669 S.W.2d 309 \(Tex. 1984\)](#)).
2. **Fraudulent Documents and Misrepresentations:** The petitioner submitted documents falsely claiming the existence of an active protective order and a finding of family violence, which were knowingly untrue. The use of fraudulent documents to obtain a court order, especially when the opposing party is not given a chance to contest them, constitutes extrinsic fraud if it prevents a fair trial ([King Ranch, Inc. v. Chapman, 118 S.W.3d 742 \(Tex. 2003\)](#); [Bakali v. Bakali, 830 S.W.2d 251 \(Tex. App. 1992\)](#)). While fraudulent documents alone may be intrinsic fraud if they are considered and could have been challenged at trial, here the documents were used to procure an order without a hearing or notice, making the fraud extrinsic.
3. **Denial of Opportunity to Present Defenses:** The father raised the issue of fraud in his original answer, but the court did not consider it. At subsequent hearings, procedural irregularities and the conduct of both counsel and the court further prevented him from presenting his case. For example, the "Agreed associate judge's report" was presented as the only option, and the father was pressured to sign under duress, with the promise that things could be changed later. Such conduct, especially when combined with the attorney's lack of advocacy and the court's failure to ensure a fair process, can amount to extrinsic fraud ([Layton v. Nationsbank Mortg. Corp., 141 S.W.3d 760 \(Tex. App. 2004\)](#); [O'Meara v. O'Meara, 181 S.W.2d 891 \(Tex. App. 1944\)](#)).
4. **Procedural Irregularities and Unilateral Changes:** The subsequent handling of the emergency motion—where the opposing counsel presented a proposed order denying the motion without providing a response or allowing the father to review it, and the judge signed it without the required signatures—further deprived the father of due process. The court's acceptance of an order that falsely claimed a hearing occurred, and that lacked the signatures of the respondent and his attorney, is a procedural defect that prevented the father from having his day in court (*Stiggers v. Washington Mutual Bank, No.*

04-06-00575-CV (Tex. App. Feb 07, 2007); [Lawrence v. Lawrence, 911 S.W.2d 443 \(Tex. App. 1995\)](#)).

5. **Denial of Notice and Opportunity to Be Heard:** The father was not served with notice of the motion for temporary restraining order, and the docket did not reflect any such hearing. Texas law requires notice and a hearing before temporary orders are rendered, except in limited emergency circumstances ([Tex. Fam. Code § 105.001](#)). The lack of notice and the court's reliance on false representations deprived the father of due process and the opportunity to contest the orders.
6. **Attorney and Judicial Misconduct:** The conduct of the father's own attorney, who pressured him to settle and failed to advocate for his interests, combined with the court's acceptance of orders without proper procedure, further supports a finding of extrinsic fraud. Texas courts have recognized that betrayal by one's attorney or collusion between counsel and the court can constitute extrinsic fraud ([Layton v. Nationsbank Mortg. Corp., 141 S.W.3d 760 \(Tex. App. 2004\)](#); [O'Meara v. O'Meara, 181 S.W.2d 891 \(Tex. App. 1944\)](#)).

## Synthesis

The cumulative effect of these actions is that the father was systematically denied the opportunity to fully litigate his rights and defenses. The fraudulent conduct was not merely an issue that could have been addressed at trial (intrinsic fraud), but rather conduct that occurred outside the adversarial process and prevented a real trial on the merits (extrinsic fraud). The court's reliance on false documents, the lack of notice and hearing, the procedural irregularities, and the attorney's failure to advocate all contributed to a process that was fundamentally unfair and deprived the father of due process.

Texas courts have consistently held that such conduct constitutes extrinsic fraud and is grounds for setting aside a judgment or order through a bill of review ([In re Garcia, 13-25-00219-CV \(Tex. App. Jun 30, 2025\)](#); [PNS Stores, Inc. v. Rivera, 379 S.W.3d 267 \(Tex. 2012\)](#); [Montgomery v. Kennedy, 669 S.W.2d 309 \(Tex. 1984\)](#); [King Ranch, Inc. v. Chapman, 118 S.W.3d 742 \(Tex. 2003\)](#)).

## Exceptions and Caveats

It is important to distinguish between extrinsic and intrinsic fraud. If the fraudulent conduct consists solely of false documents or perjured testimony that was or could have been addressed at trial, it is considered intrinsic fraud and does not support a bill of review ([King Ranch, Inc. v. Chapman, 118 S.W.3d 742 \(Tex. 2003\)](#); [Tice v. City of Pasadena, 767 S.W.2d 700 \(Tex. 1989\)](#)). However, in this case, the fraudulent conduct prevented the father from even having a trial or hearing, which is the hallmark of extrinsic fraud.

Additionally, a party seeking relief based on extrinsic fraud must show that the fraud was not due to their own fault or negligence and that they have a

meritorious defense ([In re Garcia, 13-25-00219-CV \(Tex. App. Jun 30, 2025\); Lambert v. Coachmen Industries of Texas, Inc., 761 S.W.2d 82 \(Tex. App. 1988\)](#)). The facts suggest the father acted promptly and raised the issue at the earliest opportunity, supporting the argument that he was not at fault.

## **Conclusion**

The facts described constitute extrinsic fraud under Texas law because the father was denied a fair opportunity to present his case due to fraudulent conduct by the opposing party, procedural irregularities, and the court's failure to provide notice and a hearing. This conduct was collateral to the issues being litigated and prevented a real trial on the merits, fitting squarely within the definition of extrinsic fraud as articulated by Texas courts. As such, the father would have strong grounds to seek relief from the orders through a bill of review or similar procedural mechanism. The most crucial point is that extrinsic fraud is not about the merits of the underlying dispute, but about the denial of a fair process, which is precisely what occurred in this scenario.

## **Legal Authorities**

[Thomas v. 462 Thomas Family Props., LP, 559 S.W.3d 634 \(Tex. App. 2018\)](#)

### **Texas Court of Appeals**

#### **Extract**

Specifically as to his request for an equitable bill of review, appellant alleges: 'The misconduct of the presiding judge and opposing counsel constitutes extrinsic fraud which denied [appellant] the right to fully and fairly present his claims, deprived [appellant] of due process, and fundamentally distorted the judicial process.' ... Taking appellant's allegations, together with inferences reasonably drawn from them, as true, appellant's petition for a bill of review complains he was denied the right to a fair trial by a neutral and detached judge because the judge and an attorney of record for the prevailing party had an undisclosed personal relationship that was sufficient to 'constitute attorney and judicial misconduct which destroyed the integrity of the proceedings leading to the Judgment and denied [appellant] of his due process rights.'

#### **Summary**

Extrinsic fraud involves misconduct that prevents a party from fully and fairly presenting their case, thereby violating due process rights. In the provided case, the allegations of a personal relationship between the judge and an attorney, which was undisclosed, were considered sufficient to claim extrinsic fraud. This is relevant to the question as it provides a framework for understanding how judicial and attorney misconduct can constitute extrinsic fraud by distorting the judicial process and denying due process.



[PNS Stores, Inc. v. Rivera, 379 S.W.3d 267, 55 Tex. Sup. Ct. J. 1400 \(Tex. 2012\)](#)

## **Texas Supreme Court**

### **Extract**

A direct attack on 'a judgment on the basis of extrinsic fraud is allowed because such fraud distorts the judicial process to such an extent that confidence in the ability to discover the fraudulent conduct through the regular adversarial process is undermined.' Browning, 165 S.W.3d at 348. Extrinsic fraud is fraud that denies a litigant the opportunity to fully litigate at trial all the rights or defenses that could have been asserted. King Ranch, 118 S.W.3d at 752. It occurs when a litigant has been misled by his adversary by fraud or deception, or was denied knowledge of the suit.

### **Summary**

Extrinsic fraud is defined as fraud that prevents a party from fully participating in the litigation process, either by misleading them or by denying them knowledge of the suit. In the situation described in the question, the father was ordered out of his home without a hearing, evidence, or witnesses, and based on fraudulent documents. This suggests that he was denied the opportunity to fully litigate his rights, as he was misled by the opposing party's fraudulent claims and the court's actions. This aligns with the definition of extrinsic fraud provided in the passage, as it involves deception that undermines the judicial process and prevents a fair trial.

[Montgomery v. Kennedy, 669 S.W.2d 309 \(Tex. 1984\)](#)

## **Texas Supreme Court**

### **Extract**

In relation to attacks on final judgments, fraud is classified as either extrinsic or intrinsic. Only extrinsic fraud will entitle petitioners to bill of review relief. Alexander v. Hagedorn, Id. at 574, 226 S.W.2d at 1001. We have stated or expressly approved that extrinsic fraud is that fraud which denies a losing litigant the opportunity to fully litigate his rights or defenses upon trial. Id. Extrinsic fraud is 'collateral' fraud in the sense that it must be collateral to the matter actually tried and not something which was actually or potentially in issue in the trial. Crouch v. McGaw, 134 Tex. 633, 639, 138 S.W.2d 94, 97 (1940). Extrinsic fraud is conduct that prevents a real trial upon the issues involved. O'Meara v. O'Meara, 181 S.W.2d 891, 893 (Tex.Civ.App.--San Antonio 1944, writ ref'd).

## Summary

Extrinsic fraud is defined as fraud that prevents a party from fully litigating their case, and it must be collateral to the issues actually tried. This means that if a party was denied the opportunity to present their case or defenses due to fraudulent actions that were not part of the issues being litigated, it could be considered extrinsic fraud. In the situation described, the father was ordered out of his home without a hearing, evidence, or witnesses, and the judge acted on fraudulent documents. This could be seen as extrinsic fraud because it denied the father the opportunity to fully litigate his rights and defenses.

[King Ranch, Inc. v. Chapman, 118 S.W.3d 742, 2003 WL 22025017 \(Tex. 2003\)](#)

### Texas Supreme Court

#### Extract

Fraud in relation to attacks on final judgments is either extrinsic or intrinsic. Only extrinsic fraud will support a bill of review. *Tice v. City of Pasadena*, 767 S.W.2d 700, 702 (Tex.1989). Extrinsic fraud is fraud that denied a party the opportunity to fully litigate at trial all the rights or defenses that could have been asserted. *Id.* Intrinsic fraud, by contrast, relates to the merits of the issues that were presented and presumably were or should have been settled in the former action. *Id.* Within that term are included such matters as fraudulent instruments, perjured testimony, or any matter which was actually presented to and considered by the trial court in rendering the judgment assailed. *Id.* Such fraud will not support a bill of review, because each party must guard against adverse findings on issues directly presented. *Id.*; *Alexander*, 226 S.W.2d at 998.

## Summary

Only extrinsic fraud, not intrinsic fraud, can support a bill of review, which is relevant to the father's situation if he seeks to challenge the judgment.

[Browning v. Prostok, 165 S.W.3d 336 \(Tex. 2005\)](#)

### Texas Supreme Court

#### Extract

Extrinsic fraud is fraud that denies a losing party the opportunity to fully litigate at trial all the rights or defenses that could have been asserted. *Montgomery v. Kennedy*, 669 S.W.2d 309, 312 (Tex.1984) (citing *Alexander v. Hagedorn*, 148 Tex. 565, 226 S.W.2d 996, 1001 (1950)). It generally includes wrongful conduct occurring outside of the adversarial proceedings. See



Hagedorn, 226 S.W.2d at 1002 (citing Phillips Petroleum Co. v. Jenkins, 91 F. 2d 183, 187 (8th Cir.1937)). The fraud must be collateral to the matter tried and not something which was actually or potentially in issue. Montgomery, 669 S.W.2d at 312.

## **Summary**

Extrinsic fraud involves wrongful conduct that prevents a party from fully presenting their case or defenses in court. This type of fraud is considered to occur outside the adversarial proceedings and is collateral to the issues tried. In the situation described, the father was denied the opportunity to fully litigate his rights due to fraudulent documents and actions by the petitioner, which were not addressed in the court proceedings. This aligns with the definition of extrinsic fraud as it involves conduct that occurred outside the adversarial process and denied the father a fair opportunity to present his case.

[In re Interest of K.M.L., 443 S.W.3d 101 \(Tex. 2014\)](#)

## **Texas Supreme Court**

### **Extract**

Rule 245 of the Texas Rules of Civil Procedure provides that a trial court “may set contested cases on written request of any party, or on the court's own motion, with reasonable notice of not less than forty-five days to the parties of a first setting for trial, or by agreement of the parties.” Tex.R. Civ. P. 245. If a timely answer has been filed in a contested case or the defendant has otherwise made an appearance, due process rights are violated when a judgment is subsequently entered without the party having received notice of the setting of the case, *Peralta v. Heights Med. Ctr.*, 485 U.S. 80, 86-87, 108 S.Ct. 896, 99 L.Ed.2d 75 (1988), even when that party previously waived notice of citation.

## **Summary**

Texas Rule of Civil Procedure 245 requires reasonable notice of not less than forty-five days for the first setting of a contested case trial. If a party has filed a timely answer or made an appearance, their due process rights are violated if a judgment is entered without them receiving notice of the trial setting. This is relevant to the question because it highlights a potential procedural violation in the father's case, where he was allegedly not given proper notice or opportunity to contest the orders against him.

[Stiggers v. Washington Mutual Bank, No. 04-06-00575-CV \(Tex. App. 2/7/2007\), No. 04-06-00575-CV. \(Tex. App. Feb 07, 2007\)](#)

## **Texas Court of Appeals**

## **Extract**

Extrinsic fraud is fraud that denies a losing party the opportunity to fully litigate all the rights or defenses that he could have asserted at trial. *Browning v. Prostock*, 165 S.W.3d 336, 347 (Tex. 2005). Extrinsic fraud generally includes wrongful conduct occurring outside of the adversarial proceedings and must be collateral to the matter tried and not something that was actually or potentially in issue. *Id.*

## **Summary**

Extrinsic fraud in Texas is defined as wrongful conduct that occurs outside the adversarial proceedings and prevents a party from fully litigating their case. This is distinct from intrinsic fraud, which involves issues that were or could have been addressed in the original proceedings. The situation described in the question involves several elements that could be considered extrinsic fraud: the father was ordered out of his home without a hearing or evidence, fraudulent documents were submitted, and the father was not given an opportunity to present his case or respond to motions. These actions could be seen as denying him the opportunity to fully litigate his rights, fitting the definition of extrinsic fraud.

[\*Alderson v. Alderson\*, 352 S.W.3d 875 \(Tex. App. 2011\)](#)

## **Texas Court of Appeals**

### **Extract**

Extrinsic fraud is fraud that denied the petitioner the opportunity to litigate fully all the rights or defenses that could have been asserted at trial. See *King Ranch*, 118 S.W.3d at 752. Such fraud must be purposeful in nature. See *Layton*, 141 S.W.3d at 763. There must be proof of some deception practiced by the respondent, collateral to the issues in the case. See *King Ranch*, 118 S.W.3d at 753; *Bakali v. Bakali*, 830 S.W.2d 251, 255 (Tex.App.-Dallas 1992, no writ).

### **Summary**

Extrinsic fraud involves purposeful deception that prevents a party from fully litigating their case. It requires proof of deception that is collateral to the issues in the case. In the situation described, the father was denied the opportunity to present his case fully due to fraudulent documents and procedural irregularities, which could be considered extrinsic fraud if it can be shown that these actions were purposeful and collateral to the main issues.

[\*In re Office of Attorney General of Texas\*, 193 S.W.3d 690 \(Tex. App. 2006\)](#)

## **Texas Court of Appeals**

### **Extract**

In a petition for bill of review, the petitioner must allege extrinsic fraud as distinguished from intrinsic fraud. See *Nelson v. Chaney*, 193 S.W.3d 161, \_\_\_ (Tex.App.-Houston [1st Dist.] March 23, 2006, no pet. h.); *Tice v. City of Pasadena*, 767 S.W.2d 700, 702 (Tex.1989). '[F]ailure to plead extrinsic fraud will result in denial of the right to a trial by bill of review.' *Ince v. Ince*, 58 S.W.3d 187, 190 (Tex.App.-Waco 2001, no pet.) (citing *Tice*, 767 S.W.2d at 700). Extrinsic fraud is fraud that denies a party the opportunity to fully litigate at trial all the rights or defenses that he could have asserted. *Tice*, 767 S.W.2d at 702. Extrinsic fraud is 'wrongful conduct practiced outside of the adversary trial—such as keeping a party away from court, making false promises of compromise, denying a party knowledge of the suit—that affects the manner in which the judgment is procured.' *Ince*, 58 S.W.3d at 190 (citing *Alexander v. Hagedorn*, 148 Tex. 565, 574, 226 S.W.2d 996, 1002 (1950)). 'Extrinsic fraud is 'collateral' fraud in the sense that it must be collateral to the matter actually tried and not something which was actually or potentially in issue in the trial.'

### **Summary**

Clear definition of extrinsic fraud, which is relevant to the question. Extrinsic fraud involves wrongful conduct that prevents a party from fully participating in a trial, such as being kept away from court or being denied knowledge of the suit. This is distinct from intrinsic fraud, which involves issues that were or could have been addressed during the trial.

[Layton v. Nationsbank Mortg. Corp., 141 S.W.3d 760 \(Tex. App. 2004\)](#)

## **Texas Court of Appeals**

### **Extract**

Extrinsic fraud is fraud that denies a party the opportunity to fully litigate at trial all the rights or defenses that the party was entitled to assert. *King Ranch, Inc. v. Chapman*, 118 S.W.3d 742, 752 (Tex.2003); *Tice v. City of Pasadena*, 767 S.W.2d 700, 702 (Tex.1989). It is fraud that occurs in the procurement of a judgment. *Lambert v. Coachmen Indus. of Tex., Inc.*, 761 S.W.2d 82, 87 (Tex.App.-Houston [14th Dist.] 1988, writ denied). The Texas Supreme Court described extrinsic fraud as occurring when a party 'has been misled by his adversary by fraud or deception, did not know of the suit, or was betrayed by his attorney.' *Alexander*, 226 S.W.2d at 1001.

### **Summary**

Extrinsic fraud in Texas is defined as fraud that prevents a party from fully litigating their rights or defenses. This includes being misled by an

adversary, not knowing about the suit, or being betrayed by one's attorney. The situation described in the question involves several elements that could be considered extrinsic fraud: the father was ordered out of his home without a hearing or evidence, fraudulent documents were submitted by the petitioner, and the father's attorney may have failed to adequately represent his interests. These actions could have denied the father the opportunity to fully litigate his rights, fitting the definition of extrinsic fraud.

[Rogers v. Searle, 533 S.W.2d 433 \(Tex. Ct. App. 1976\)](#)

## **Texas Civil Court of Appeals**

### **Extract**

Fraud which will justify the setting aside of a final judgment in a bill of review proceeding must be extrinsic, and not intrinsic. ... 'But the fraud which will authorize vacation by the court of its former judgment in such case must be what has been termed 'extrinsic fraud.' By that is meant fraud by the other party to the suit which has prevented the losing party either from knowing about his rights or defenses, or from having a fair opportunity of presenting them upon the trial. Such, for instance, as where he has been misled by his adversary by fraud or deception, did not know of the suit, or was betrayed by his attorney. In other words, fraud which denied him the opportunity to fully litigate upon the trial all the rights or defenses he was entitled to assert.. . .'

### **Summary**

The passage defines extrinsic fraud as actions by the opposing party that prevent the losing party from knowing their rights or having a fair opportunity to present their case. This includes being misled by the adversary or being betrayed by one's attorney. In the situation described, the father was allegedly misled by fraudulent documents and was not given a fair opportunity to present his case, as no hearing was held, and his original answer was not considered. These actions align with the definition of extrinsic fraud as they potentially denied him the opportunity to fully litigate his rights.

[Amanda v. Montgomery, 877 S.W.2d 482 \(Tex. App. 1994\)](#)

## **Texas Court of Appeals**

### **Extract**

For the purposes of a bill of review proceeding, there are two kinds of fraud: extrinsic and intrinsic. *Montgomery v. Kennedy*, 669 S.W.2d 309, 312 (Tex. 1984); ... Extrinsic fraud is fraud committed by the other party that: 1. prevents the losing party from either (a) knowing about a right or defense

he is entitled to assert, or (b) having a fair opportunity to present such a right or defense at trial; 2. is committed outside of the trial; ... Only the commission of extrinsic fraud will afford relief to a bill of review complainant. Montgomery, 669 S.W.2d at 312; ... Fraud is extrinsic when it is 'collateral to the matter tried and not something which actually or potentially was in issue in the [original] trial.'

## **Summary**

Extrinsic fraud involves actions by the opposing party that prevent a fair trial by either concealing rights or defenses or by actions outside the trial. This is relevant to the father's situation as he was allegedly misled by fraudulent documents and denied a fair opportunity to present his case, which aligns with the definition of extrinsic fraud.

[Sotelo v. Scherr, 242 S.W.3d 823 \(Tex. App. 2007\)](#)

## **Texas Court of Appeals**

### **Extract**

Absent a showing of extrinsic fraud, a bill of review must be filed within four years of the date of the judgment which the proponent seeks to set aside. ... 'Extrinsic fraud' is fraud that denied a party the opportunity to fully litigate all the rights and defenses that the party was entitled to assert at trial. ... It is wrongful conduct practiced outside the trial, such as preventing a party from going to court, making false promises of compromise, or denying a party knowledge of the suit.

## **Summary**

Extrinsic fraud involves wrongful conduct outside the trial that prevents a party from fully litigating their case. This includes actions like preventing a party from attending court, making false promises, or denying knowledge of the suit. In the situation described, the father was ordered out of his home without a hearing, evidence, or witnesses, and based on fraudulent documents. This could be seen as extrinsic fraud because it denied him the opportunity to fully litigate his rights and defenses.

[Lawrence v. Lawrence, 911 S.W.2d 443 \(Tex. App. 1995\)](#)

## **Texas Court of Appeals**

### **Extract**

Extrinsic fraud is a wrongful act of the opposing party that prevents the losing party from either knowing about his rights or defenses or from having a fair opportunity of presenting them at trial. Alexander v. Hagedorn, supra.

Extrinsic fraud is collateral to the matter tried and not something that was actually or potentially in issue at trial. *Law v. Law*, 792 S.W.2d 150, 153 (Tex.App.--Houston [1st Dist.] 1990, writ denied).

## **Summary**

Extrinsic fraud involves actions by the opposing party that prevent the other party from knowing their rights or having a fair opportunity to present their case. In the situation described, the father was ordered out of his home without a hearing, evidence, or witnesses, and based on fraudulent documents. This aligns with the definition of extrinsic fraud as it suggests the father was deprived of a fair opportunity to present his case due to the opposing party's wrongful actions.

[In re Garcia, 13-25-00219-CV \(Tex. App. Jun 30, 2025\)](#)

## **Texas Court of Appeals**

### **Extract**

A bill of review plaintiff must ordinarily plead and prove: (1) a meritorious defense to the underlying cause of action; (2) which the plaintiff was prevented from making by the fraud, accident, or wrongful act of the opposing party, or official mistake; (3) unmixed with any fault or negligence on his or her own part. ... In this regard, though fraud may be either extrinsic or intrinsic, only extrinsic fraud will support a bill of review. 'Extrinsic fraud is fraud that denied a party the opportunity to fully litigate at trial all the rights or defenses that could have been asserted.'

## **Summary**

Framework for understanding how extrinsic fraud is defined and what must be proven in a bill of review.

[Bettwieser v. Jeffery, No. 05-18-01266-CV \(Tex. App. Aug 03, 2020\)](#)

## **Texas Court of Appeals**

### **Extract**

Extrinsic fraud is conduct that denied a litigant the opportunity to litigate rights or defenses that could have been asserted at trial because he was 'misled by his adversary by fraud or deception, or was denied knowledge of the suit.' *PNS Stores, Inc. v. Rivera*, 379 S.W.3d 267, 275 (Tex. 2012). Extrinsic fraud 'prevents a real trial upon the issues involved.' *Montgomery v. Kennedy*, 669 S.W.2d 309, 313 (Tex. 1984). 'Extrinsic fraud is 'collateral' fraud in the sense that it must be collateral to the matter actually tried and



not something which was actually or potentially in issue in the trial.' Id. at 312.

## **Summary**

Extrinsic fraud involves actions that prevent a party from having a fair opportunity to present their case, often through deception or denial of knowledge about the proceedings. This is distinct from intrinsic fraud, which involves issues that were or could have been addressed during the trial. In the situation described, the father's lack of opportunity to present his case, the fraudulent documents, and the misleading actions by the opposing counsel could be considered extrinsic fraud as they potentially denied him a fair trial.

[Chapman v. King Ranch, 41 S.W.3d 693 \(Tex. App. 2001\)](#)

## **Texas Court of Appeals**

### **Extract**

Fraud, in relation to attacks on judgments, is either extrinsic or intrinsic, and only extrinsic fraud will support a bill of review. Id. Extrinsic fraud is fraud that denied a party the opportunity to fully litigate at trial all the rights or defenses that the party was entitled to assert. *Tice v. City of Pasadena*, 767 S.W.2d 700, 702-04 (Tex. 1989). 'Extrinsic fraud is 'collateral' fraud in the sense that it must be collateral to the matter actually tried and not something which was actually or potentially in issue in the trial.' *Montgomery v. Kennedy*, 669 S.W.2d 309, 312 (Tex. 1984).

## **Summary**

Extrinsic fraud is defined as fraud that prevents a party from fully litigating their rights or defenses in a trial. It is considered collateral to the issues actually tried, meaning it is not directly related to the matters that were or could have been addressed in the trial. This is relevant to the question because the father's situation involves allegations of fraudulent actions that prevented him from fully presenting his case, such as the submission of fraudulent documents and the lack of a proper hearing.

[Crouch v. Panama Refining Co. 134 Tex. 633](#)

## **Texas Supreme Court**

### **Extract**

Fraud is classified as intrinsic or extrinsic. Included in the term 'intrinsic fraud' are false testimony, fraudulent instruments, and any fraudulent matter that was presented and considered in rendering judgment. Intrinsic

fraud does not furnish a ground, in an independent suit brought for that purpose, for setting aside a judgment. Fraud must be extrinsic to justify the setting aside of a judgment, and must be collateral to the matter tried, and not something which was actually or potentially in issue in the trial; unless the presentation of such defense was prevented by fraud, accident, or act of the opposing party, without fault or negligence of the party against whom the judgment was rendered.

## **Summary**

The passage distinguishes between intrinsic and extrinsic fraud. Intrinsic fraud involves fraudulent actions that were part of the trial process, such as false testimony or fraudulent documents, and does not provide grounds for setting aside a judgment. Extrinsic fraud, on the other hand, involves actions that prevent a party from fully participating in the trial, such as being misled or deceived by the opposing party, and can justify setting aside a judgment. In the situation described, the father's inability to present his case due to fraudulent documents and the lack of a fair hearing could be considered extrinsic fraud, as it prevented him from having a fair opportunity to present his defense.

[Lambert v. Coachmen Industries of Texas, Inc., 761 S.W.2d 82 \(Tex. App. 1988\)](#)

## **Texas Court of Appeals**

### **Extract**

A bill of review petitioner must ordinarily plead and prove (1) a meritorious defense to the cause of action alleged to support the judgment, (2) that he was prevented from making by the fraud, accident or wrongful act of his opponent, (3) unmixed with any fault or negligence of his own... Only extrinsic fraud will entitle a petitioner to relief in a bill of review proceeding. *Montgomery v. Kennedy*, 669 S.W.2d 309, 312 (Tex.1984)... Extrinsic fraud warranting the setting aside of a final judgment has been defined as 'that fraud which denies a losing litigant the opportunity to fully litigate his rights or defenses upon trial.'

## **Summary**

The passage from *Lambert v. Coachmen Industries of Texas, Inc.* provides a framework for understanding extrinsic fraud in the context of a bill of review in Texas. It defines extrinsic fraud as actions that prevent a party from fully litigating their case, such as fraudulent actions by the opposing party that deny the opportunity to present a defense. In the situation described, the father was denied the opportunity to fully litigate his rights due to fraudulent documents and actions by the opposing party, which aligns with the definition of extrinsic fraud provided in the passage.

[O'Meara v. O'Meara, 181 S.W.2d 891 \(Tex. App. 1944\)](#)

## **Texas Court of Appeals**

### **Extract**

'Extrinsic fraud' or 'collateral fraud' exists when unsuccessful party is kept away from the court by a false promise of compromise or purposely keeping him in ignorance of the suit, or when an attorney fraudulently pretends to represent a party and connives at his defeat, or corruptly sells out his client's interests, and such fraudulent acts in fact prevent the unsuccessful party from having a trial.

### **Summary**

Extrinsic fraud involves actions that prevent a party from having a fair trial or presenting their case. This includes being kept away from court by false promises or being kept in ignorance of the suit. In the situation described, the father was ordered out of his home without a hearing, based on fraudulent documents, and was not given a fair opportunity to present his case. These actions align with the definition of extrinsic fraud as they prevented him from having a fair trial.

[Law v. Law, 792 S.W.2d 150 \(Tex. App. 1990\)](#)

## **Texas Court of Appeals**

### **Extract**

Extrinsic fraud is fraud which is collateral to the matter tried, and not something that was actually or potentially in issue in the trial. Crouch, 134 Tex. at 639, 138 S.W.2d at 97. Extrinsic fraud is the type of fraud that prevents the party from litigating the issues; for example, if a party did not know of the suit.

### **Summary**

Legal definition of extrinsic fraud that can be applied to assess whether the father's situation fits this definition.

[Tice v. City of Pasadena, 767 S.W.2d 700 \(Tex. 1989\)](#)

## **Texas Supreme Court**

### **Extract**

Fraud in its relation to attacks on final judgments is either extrinsic or intrinsic. Only extrinsic fraud will support a bill of review. 'Extrinsic fraud' is

fraud which denied a party the opportunity to fully litigate upon the trial all the rights or defenses he was entitled to assert. 'Intrinsic fraud,' by contrast, relates to the merits of the issues which were presented and presumably were or should have been settled in the former action. Within that term are included such matters as fraudulent instruments, perjured testimony, or any matter which was actually presented to and considered by the trial court in rendering the judgment assailed. Such fraud will not support a bill of review, for each party must guard against adverse findings upon issues directly presented.

## **Summary**

The passage distinguishes between extrinsic and intrinsic fraud. Extrinsic fraud is defined as fraud that prevents a party from fully litigating their rights or defenses, which is necessary to support a bill of review. Intrinsic fraud, on the other hand, involves issues that were or should have been addressed in the original trial, such as fraudulent documents or perjured testimony. The situation described involves allegations of fraudulent documents and a lack of opportunity for the father to present his case, which aligns with the definition of extrinsic fraud as it suggests he was denied the opportunity to fully litigate his rights.

[Ince v. Ince, 58 S.W.3d 187 \(Tex. App. 2001\)](#)

## **Texas Court of Appeals**

### **Extract**

Extrinsic fraud, on the other hand, is wrongful conduct practiced outside of the adversary trial such as keeping a party away from court, making false promises of compromise, denying a party knowledge of the suit that affects the manner in which the judgment is procured. *Alexander v. Hagedorn*, 226 S.W.2d 996, 1002 (Tex. 1950). Only extrinsic fraud supports a bill of review. *Tice*, 767 S.W.2d at 702.

## **Summary**

Extrinsic fraud involves wrongful conduct that prevents a party from fully participating in the legal process, such as being kept away from court or being misled about the proceedings. In the situation described, the father was ordered out of his home without a hearing, based on fraudulent documents, and was not given an opportunity to present his case. These actions could be considered extrinsic fraud because they involve conduct outside the trial process that affected the fairness of the proceedings.

[Nelson v. Chaney, 193 S.W.3d 161 \(Tex. App. 2006\)](#)

## **Texas Court of Appeals**

## **Extract**

Only 'extrinsic fraud' will support a bill of review. See *Tice v. City of Pasadena*, 767 S.W.2d 700, 702 (Tex.1989); *Ince v. Ince*, 58 S.W.3d 187, 190 (Tex.App.-Waco 2001, no pet.). Extrinsic fraud is fraud that is collateral to the matter being tried and prevents a litigant from having a fair opportunity to assert his rights at trial. *Ince*, 58 S.W.3d at 190. Conversely, 'intrinsic fraud' relates to matters that could have been litigated in the initial action, including fraudulent instruments and perjured testimony. *Id.*

## **Summary**

Extrinsic fraud is defined as fraud that is collateral to the matter being tried and prevents a litigant from having a fair opportunity to assert his rights at trial. This is distinct from intrinsic fraud, which involves issues that could have been addressed during the original trial, such as fraudulent documents or false testimony. In the situation described, the father's inability to present his case due to fraudulent documents and the lack of a fair hearing could be considered extrinsic fraud, as it prevented him from asserting his rights.

[Bakali v. Bakali, 830 S.W.2d 251 \(Tex. App. 1992\)](#)

## **Texas Court of Appeals**

## **Extract**

In order to set aside a judgment because of fraud of the opposing party, the fraud must be extrinsic and not intrinsic. Extrinsic fraud requires proof of some deception practiced by the adverse party, collateral to the issues in the case, which prevents the petitioner from fully presenting his claim or defense in the underlying action.

## **Summary**

Definition of extrinsic fraud, which is necessary to understand how the situation described in the question could be considered extrinsic fraud. Extrinsic fraud involves deception by the opposing party that is collateral to the issues in the case and prevents a party from fully presenting their case. In the situation described, the father was allegedly prevented from fully presenting his case due to fraudulent documents and actions by the opposing party, which could be considered extrinsic fraud.

[Tex. Fam. Code § 105.001 Tex. Fam. Code § 105.001 Temporary Orders Before Final Order](#)

## **Extract**

In a suit, the court may make a temporary order, including the modification of a prior temporary order, for the safety and welfare of the child, including an order: ... restraining a party from disturbing the peace of the child or another party; ... (b) Except as provided by Subsection (c), temporary restraining orders and temporary injunctions under this section shall be granted without the necessity of an affidavit or verified pleading stating specific facts showing that immediate and irreparable injury, loss, or damage will result before notice can be served and a hearing can be held. Except as provided by Subsection (h), an order may not be rendered under Subsection (a), , or except after notice and a hearing.

## **Summary**

Orders should not be rendered without notice and a hearing unless specific exceptions apply, such as emergency orders sought by a governmental entity. This is relevant to the question because it highlights procedural requirements that may not have been followed in the described scenario, potentially constituting extrinsic fraud if the father was denied the opportunity to be heard or if fraudulent documents were used to obtain the order.

### [Tex. Pen. Code § 32.46 Tex. Pen. Code § 32.46 Fraudulent Securing of Document Execution](#)

## **Extract**

A person commits an offense if the person, with the intent to defraud or harm any person: causes another person, without that person's effective consent, to sign or execute any document affecting property or service or the pecuniary interest of any person; or causes a public servant, without the public servant's effective consent, to file or record any purported judgment or other document purporting to memorialize or evidence an act, an order, a directive, or process of: (A) a purported court that is not expressly created or established under the constitution or the laws of this state or of the United States; (B) a purported judicial entity that is not expressly created or established under the constitution or laws of this state or of the United States; or (C) a purported judicial officer of a purported court or purported judicial entity described by Paragraph (A) or (B).

## **Summary**

The passage addresses the fraudulent securing of document execution, which involves causing someone to sign or execute a document without effective consent, with the intent to defraud or harm. This is relevant to the question as it involves allegations of fraudulent documents being used in court proceedings, which could be considered extrinsic fraud if it led to a judgment or order being issued without proper consent or knowledge.



This memo was compiled by Vincent AI based on vLex materials available as of November 03, 2025. [View full answer on vLex](#)