SUPREME COURT OF TEXAS UPDATE
September 2025 through October 2026

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I. SCOPE OF THIS PAPER

This paper surveys cases that the Supreme Court of Texas decided from September 2025 through October 2026. Petitions granted but not yet decided are also included.

The summaries do not constitute the Court's official descriptions or statements. Readers are encouraged to review the Court's official opinions for specifics regarding each case. The Court appreciates suggestions and corrections, which may be sent via email to michael.choyke@txcourts.gov.

II. DECIDED CASES

A. ADMINISTRATIVE LAW

1. Exhaustion of Administrative Remedies

a) *Cockrell Inv. Partners, L.P. v. Middle Pecos Groundwater Conservation Dist.*, 731 S.W.3d 331 (Tex. Mar. 13, 2026) [23-0593, 23-0742]

At issue is whether a landowner that sought party status in administrative proceedings about groundwater-production permits exhausted its administrative remedies before suing the groundwater district.

Cockrell twice sought party status in administrative proceedings challenging permit applications that Cockrell's neighbor, Fort Stockton Holdings, had submitted to the Middle Pecos Groundwater Conservation District. The District refused both party-status requests, and Cockrell sought judicial review each time. The trial court granted the District's plea to the jurisdiction in one case and granted the District's summary-judgment motion in the other. The court of appeals affirmed in both cases, holding that Cockrell had not exhausted its administrative remedies because it sued before allowing 90 days to elapse from the filing of its reconsideration requests with the District.

The Supreme Court reversed. The Court held that Cockrell exhausted its administrative remedies and properly invoked a waiver of the District's immunity. The Court noted that the Water Code required Cockrell to wait a certain amount of time after it requested reconsideration of the decision before suing. But it held that the 90-day rehearing period relied on by the court of appeals applies only to a permit applicant or a party to the administrative proceeding. Cockrell was not a party, so the Court concluded the 90-day period did not apply. The Court determined that Cockrell's reconsideration requests were instead governed by the 45-day period contained in the District's local rules. Cockrell waited more than 45 days before filing each of its suits, so the Court held it exhausted its administrative remedies.

2. Judicial Review

a) *Gonzalez v. Tex. Med. Bd.*, 722 S.W.3d 848 (Tex. Oct. 31, 2025) [24-0340]

This case addresses when declaratory-judgment lawsuits complaining of adverse agency actions are barred by the redundant-remedies doctrine.

Reynaldo Gonzalez, Jr. holds a medical degree and law degree but is only licensed to practice law. In 2020, he ran for the U.S. House of Representatives and referred to himself as "Dr. Gonzalez" and a "physician and attorney." The Texas Medical Board issued

a cease-and-desist order prohibiting Gonzalez from using these titles without designating the authority giving rise to his use of that title.

Gonzalez filed suit in the district court alleging that the Board lacks authority to regulate him, that the statutes in question are facially unconstitutional and unconstitutional as-applied to him, and that the cease-and-desist order is not supported by the evidence. The Board filed a plea to the jurisdiction, arguing that his suit is untimely under the Administrative Procedure Act and that his declaratory-judgment claim is barred by the redundant-remedies doctrine. The trial court granted the Board's plea. The court of appeals reversed in part, holding that Gonzalez's facial constitutional claim is not barred.

The Supreme Court reversed in part and remanded to the trial court. The Court held that the court of appeals should also have remanded Gonzalez's as-applied claims and that the Board acted without lawful authority. The redundant-remedies doctrine only bars claims if they would be wholly redundant of an APA claim. But the APA would only have enabled Gonzalez to challenge the cease-and-desist order. Gonazlez's as-applied and *ultra vires* claims seek relief from future orders of the Board, not just the cease-and-desist order.

The Court affirmed dismissal of Gonzalez's claim that the cease-and-desist order is unsupported by substantial evidence. Gonzalez claims that he did not need to follow the APA's thirty-day deadline because a Board regulation gives him the right to judicial review, and that regulation does not specify a deadline. The Court held that the trial court lacks jurisdiction over that claim because only a statute, and not a regulation, can create a right to judicial review.

3. Jurisdiction

a) *In re Reed*, 738 S.W.3d 461 (Tex. June 19, 2026) [25-0149]

The issue in this case is whether the trial court erred in referring a question to a federal agency under the primary jurisdiction doctrine.

Demaree Reed sued his employer, Rail Link, for negligence under the Federal Employers' Liability Act. Rail Link moved for summary judgment, arguing that the Act does not apply because Rail Link is not a "common carrier by railroad" under the Act. Relying on the primary jurisdiction doctrine, the trial court referred the question of Rail Link's common-carrier status to the Surface Transportation Board, a federal agency. Reed sought mandamus relief, which a divided court of appeals denied.

The Supreme Court conditionally granted mandamus relief and directed the trial court to vacate its referral order. In an opinion by Justice Huddle, the Court held that the trial court abused its discretion by referring to an administrative agency the question of Rail Link's common-carrier status under the Act without first confirming that a clear statutory grant of authority permitted the agency to resolve that question. The Court concluded that none of the cited statutes clearly conferred concurrent jurisdiction on the Board to decide the question, so the primary jurisdiction doctrine did not

apply. The Court also held that Reed lacked an adequate remedy by appeal because of the risk of significant waste of economic and judicial resources and the potential harm to the separation of powers.

Justice Young concurred, explaining the origins of the primary jurisdiction doctrine and concluding that, in an appropriate case, the Court should reexamine whether the doctrine should be returned to its original formulation or discarded altogether.

Justice Sullivan concurred, noting reasons to be skeptical of the primary jurisdiction doctrine in general and of its application to federal agencies in particular.

4. Public Information Act

a) *Tex. Comm'n on Env't Quality v. Paxton*, 740 S.W.3d 415 (Tex. Apr. 17, 2026) [23-0244]

At issue in this case is whether TCEQ timely asked the Attorney General if it could withhold contested documents under the Public Information Act.

TCEQ received a request from Sierra Club under the Public Information Act. According to TCEQ, many of the requested documents were protected against disclosure. So, in a letter to the Office of the Attorney General, TCEQ asked whether it could withhold the documents. Under the Act, that letter was due no later than ten days after Sierra Club's request, but OAG said it received the letter too late. TCEQ then sued OAG under the Act, seeking a declaratory judgment to allow it to withhold the documents. Sierra Club intervened. The trial court granted summary judgment for Sierra Club, ordering TCEQ to produce the documents. The court of appeals affirmed.

The Supreme Court reversed and remanded for further proceedings, holding that TCEQ did not miss its deadline. The Court held that TCEQ's follow-up email to Sierra Club reset its ten-day clock under the Act because TCEQ attempted to narrow the universe of documents at issue. The Court also found that TCEQ established with sufficient evidence that its request was deposited in interagency mail in a timely fashion.

Justice Busby filed a dissenting opinion. He would have held that TCEQ's email to Sierra Club did not discuss how the disclosure might be narrowed or clarified and, therefore, did not restart the clock under the Act.

B. ARBITRATION

1. Enforcement of Arbitration Agreement

a) *UATP Mgmt., LLC v. Geter*, ___ S.W.3d ___, 2026 WL 3090324 (Tex. Oct. 16, 2026) (per curiam) [24-0905]

The issue in this case is whether a contract naming non-signatories as "protected parties" in a release and indemnity provision permits those non-signatories to invoke the contract's arbitration provisions.

Chiniqua Geter brought her minor daughter to a trampoline park and signed a release and indemnity agreement in favor of Beaumont Urban Air. In the agreement, Geter agreed to release several named "protected parties" and to arbitrate any claim. The protected parties, however, did not individually sign the agreement. Geter's daughter sustained injuries at the

park. Geter sued Urban Air and the non-signatories, who moved to compel arbitration. The trial court denied the motion. The court of appeals reversed as to Urban Air but held that the non-signatories had no contractual right to compel arbitration.

The Court reversed, confirming first that the arbitration agreement binds Geter's minor child because Geter signed on her child's behalf and the child accepted benefits under the agreement. The Court then held that the expressly identified "protected parties" are third-party beneficiaries to the contract. As third-party beneficiaries, the non-signatories may enforce the agreement, including its arbitration provisions.

2. Judicial Review

a) *Burke v. Hou. PT BAC Off. L.P.*, 726 S.W.3d 828 (Tex. Dec. 19, 2025) (per curiam) [24-0135]

At issue in this case is whether certain communications between a party and a potential party appraiser must be disclosed if the potential appraiser later becomes the designated neutral appraiser.

The lease between landlord Burke and tenant BAC included a provision to adjust rent based on the value of the property. The lease provided that if the parties could not agree on the value, the parties would each appoint an appraiser, who would in turn select a third, neutral appraiser, to value the property. BAC interviewed Scott Rando to be its party appraiser and discussed aspects of the property to be valued. Rando told BAC that he was willing to serve, characterizing Burke's appraiser as "the other side," but BAC ultimately did not hire Rando. Nonetheless, BAC told Rando he would be at the top of its list to be the neutral and Rando in fact became the neutral appraiser. When Burke discovered the communications, it protested the appraisal award. The trial court enforced the award, and the court of appeals affirmed, holding that the communications between BAC and Rando were nonsubstantive.

The Supreme Court reversed, applying arbitration principles at the parties' behest. The Court held that communications between a party and the neutral appraiser about the matter submitted to appraisal must be disclosed if they go beyond the appraiser's availability and experience.

C. ATTORNEYS

1. Civil Liability

a) *Carden v. Minton, Bassett, Flores & Carsey, P.C.*, 740 S.W.3d 487 (Tex. June 26, 2026) [24-0834]

This case raises issues about attorney liability for civil wrongs committed during the representation of a criminal defendant.

William McGee was convicted and sentenced to 42 years in prison for violent crimes. Nearly six years later, McGee and his mother sued his criminal-defense counsel for legal malpractice, breach of fiduciary duty, breach of contract, fraud, and gross negligence. The lawyers' Rule 91a dismissal motion asserted that (1) Mother lacked standing to sue under any theory; (2) the *Peeler* public-policy bar precluded all legal-malpractice claims because McGee had not been exonerated of his

crimes; (3) the remaining claims were improperly fractured malpractice claims; (4) regardless of fracturing, *Peeler*'s causation standard barred all claims; and (5) all claims were untimely. The trial court granted the motion and dismissed the suit with prejudice.

The court of appeals affirmed, holding that Mother lacked standing to sue her son's attorney and *Peeler*, which precludes an unexonerated defendant from suing criminal-defense counsel, barred all of McGee's claims, including those alleging inflated fees, failure to account, and failure to return funds.

The Supreme Court affirmed in part and reversed in part. The Court held that Mother was not a client and, therefore, lacked standing to pursue claims premised on an attorney–client relationship. But the Court concluded she could sue for fraud and breach of contract based on allegations that counsel solicited funds for specific services that were not provided as this was a classic "pocketbook" injury. As to McGee, the Court held that *Peeler* barred legal-malpractice claims, repackaged malpractice claims, and claims for injuries "flowing from the conviction." But the Court concluded that *Peeler* did not necessarily preclude billing or fee-dispute claims independent from the conviction. After identifying the plaintiffs' potentially viable claims, the Court remanded to the court of appeals to consider the fracturing and limitations issues.

Justice Young filed a concurring opinion highlighting concerns about the lawsuit's timeliness.

Chief Justice Blacklock filed a partial dissent, asserting that McGee had no billing or fee-dispute claims that could survive *Peeler* because he did not pay for counsel's services.

2. Disciplinary Proceedings

a) *Ruth v. Comm'n for Law. Discipline*, 738 S.W.3d 213 (Tex. June 12, 2026) [24-0613]

At issue in this case is whether a pro se attorney is subject to Rule 4.02(a) of the Texas Disciplinary Rules of Professional Conduct—the "no contact" disciplinary rule barring an attorney, "in representing a client," from communicating directly with parties who are represented by counsel about the subject of the representation absent that counsel's consent.

Attorney William Ruth represented himself in an attorney disciplinary proceeding. During that proceeding, Ruth directly communicated with opposing parties represented by counsel—individual members of the Commission for Lawyer Discipline—by adding them to the service list for his electronic filings and by writing a letter to the Commission chair. The Commission's counsel informed Ruth of her belief that these communications were improper and asked him to stop contacting individual commissioners.

The communications did not cease, and the Commission initiated a second disciplinary proceeding against Ruth premised on those communications. The trial court found that Ruth violated the no-contact rule and rendered judgment actively suspending him from the practice of law for five years. The court of appeals affirmed.

In an opinion by Justice Lehrmann, the Supreme Court reversed

and dismissed the proceeding, agreeing with a prior opinion from the Texas Committee on Professional Ethics and holding that the no-contact rule does not apply to a pro se lawyer given the rule's prefatory "in representing a client" language. The Court noted that the comments to the rule point in different directions—with one comment explaining that the rule's purpose is to safeguard the lawyer–client relationship between other persons and their respective counsel, and another confirming that the communication bar does not extend to communications between clients and other represented parties. The Court saw no legitimate basis to apply the rule to a pro se lawyer given that it clearly does not apply to a lawyer represented by third-party counsel. Finally, the Court concluded that the rule of lenity required a greater degree of clarity in the no-contact rule to subject a pro se lawyer to discipline for violating it.

Justice Huddle filed an opinion concurring in the judgment. She would have held that the no-contact rule applies to pro se lawyers but agreed that the judgment against Ruth should be reversed because he could have justifiably relied on the ethics opinion.

3. Disqualification

a) *In re S.H.*, 741 S.W.3d 161 (Tex. June 5, 2026) (per curiam) [26-0030]

At issue in this case is whether the trial court abused its discretion by removing S.H.'s chosen counsel sua sponte.

S.H. faced parallel criminal and parental-termination proceedings in Harris County. The Harris County Public Defender's Office served as her court-appointed counsel in the criminal proceedings but also offered to represent her in the civil parental-termination proceedings. The trial court had also appointed an attorney ad litem to represent S.H. in those proceedings. S.H. filed a motion to substitute counsel. The trial court denied that motion and issued an order removing the public defender as S.H.'s counsel. The court reasoned that the representation violated the statute governing public defender's offices and constituted an improper usurpation of the judicial power to determine a party's indigence and appoint counsel. S.H. filed a mandamus petition in the court of appeals, which was denied.

The Supreme Court held that Article 26.044 of the Texas Code of Criminal Procedure did not prohibit the public defender's office from providing representation to S.H. in her parental-termination proceedings. The Court also held that because the public defender was not acting as court-appointed counsel but as S.H.'s chosen counsel, the trial court lacked authority to remove the public defender because S.H. is entitled to the counsel of her choice. The Court therefore conditionally granted mandamus relief, instructing the trial court to vacate its removal order and reinstate the public defender as S.H.'s counsel.

b) *In re Zaidi*, 732 S.W.3d 525 (Tex. Apr. 10, 2026) [24-0245]

This mandamus proceeding challenged an order disqualifying defense counsel because his legal assistant previously worked on the same

case for the opposing party's former counsel.

The legal assistant had worked for plaintiffs' counsel for several years before moving to another firm that was not representing any party at that time. Five years later, an attorney representing the defendants joined the firm, and the legal assistant was assigned a few case-related tasks. The plaintiffs and their counsel became aware of the legal assistant's work on the case after receiving two e-filing notifications bearing her name. After conducting a brief investigation, the plaintiffs filed a motion to disqualify defense counsel. The trial court granted the motion, and the court of appeals summarily denied mandamus relief.

The Supreme Court denied the defendants' mandamus petition, which contested the disqualification order on both substantive and procedural grounds. First, the Court held that disqualification was required because defense counsel did not instruct the legal assistant to abstain from working on any matter from a previous employment, a minimal safeguard required when a nonlawyer "switches sides" in a case. Even though the legal assistant did not switch sides when she was hired, the Court explained that a proper admonishment was nonetheless required at some point before she commenced work on the same case. Second, the Court rejected the defendants' argument that the disqualification motion was untimely. Although the plaintiffs filed the motion almost a year after receiving the e-filing notifications naming the legal assistant, the Court concluded that fact did not conclusively overcome the plaintiffs' testimony that they were unaware of the issue until shortly before filing the motion.

4. Fees

a) *Webb Consol. Indep. Sch. Dist. v. Marshall*, 741 S.W.3d 55 (Tex. Apr. 24, 2026) [24-0339]

The issues in this case are whether school board members Amy and Robert Marshall prevailed for purposes of attorney's fees and whether they were required to exhaust their administrative remedies before bringing suit.

The Marshalls requested documents from Webb Consolidated Independent School District under the Texas Education Code, which grants school board members an "inherent right" to access district information. The Marshalls then filed suit against the District alleging that it had withheld the requested information and seeking injunctive relief. In September 2020, the trial court issued a temporary injunction ordering the District to produce certain documents. By November 2022, the Marshalls were no longer school board members. The District filed a plea to the jurisdiction and a traditional and no-evidence motion for summary judgment, which the trial court denied. The court of appeals affirmed.

The Supreme Court affirmed and remanded for a determination of the Marshalls' reasonable and recoverable attorney's fees. In an opinion by Justice Lehrmann, the Court held that, although generally a party does not prevail by obtaining a temporary injunction, the Marshalls prevailed because the injunction here effectively

granted the Marshalls the final relief authorized under the Education Code. The Court explained that the injunction ordered the District to turn over documents, so it was effectively dispositive as to those documents. Thus, the Court concluded, the Marshalls prevailed on their claims relating to those documents before leaving the school board and could accordingly seek attorney's fees under the statute. The Court also held that the statute creates an exception to the general administrative exhaustion requirement.

Justice Hawkins filed a concurring opinion, emphasizing the general principle that a party does not prevail merely by obtaining a temporary injunction.

D. CONSTITUTIONAL LAW

1. Gift Clauses

a) *JPMorgan Chase Bank, N.A. v. City of Corsicana*, 740 S.W.3d 428 (Tex. May 8, 2026) [24-0102]

The Court addressed whether agreements pledging sales-tax revenue to a private retailer's landlord are permitted under the Constitution's Gift Clauses.

The City of Corsicana and Navarro County wanted a private outdoor retailer, Gander Mountain, to build an anchor store at a shopping center in Corsicana. Under several agreements, the landowner (a nonprofit corporation) obtained a construction loan, some of the sales-tax revenue generated by the center was diverted to the landowner, and Gander Mountain's base rent was pegged to quarterly loan payments minus the sales-tax grants. In 2015, the Gander Mountain store closed, although the shopping center continued to operate. The City and County sued the landowner and Gander Mountain, seeking a declaratory judgment that the agreements were unenforceable under the Gift Clauses. Lender JP Morgan Chase intervened. The trial court granted summary judgment declaring the agreements unconstitutional. The court of appeals affirmed, holding that the public purpose of the agreements was extinguished when the store closed and the agreements lacked adequate controls to ensure the public purpose was accomplished.

The Supreme Court reversed and remanded the case to the trial court for further proceedings. The Court discussed article III, section 52-a of the Constitution, which authorizes "loans and grants of public money" made "for the public purposes of development and diversification of the economy." The Court held the agreements must meet Gift Clause requirements, established by precedent, that (1) the expenditure is not gratuitous but instead brings a public benefit; (2) the predominant objective is to accomplish a legitimate public purpose, not to provide a benefit to a private party; and (3) the government retains control over the funds to ensure that the public purpose is in fact accomplished. The Court observed that Section 52-a was adopted primarily to establish that development and diversification of the economy would qualify as a legitimate public purpose under existing precedent. The Court concluded that section 52-a and general Gift Clause requirements were likely met, despite the eventual closure of the Gander Mountain store, meaning that summary judgment for

the City and County was improper.

2. Home Equity Loans

a) *Staub v. BBVA USA*, 741 S.W.3d 118 (Tex. May 29, 2026) [24-1057]

The issue in this case is whether a home equity lender forfeits the entire loan amount for overcharging interest under the forfeiture provision found in the Texas Constitution.

In 2018, Parker Young opened a home equity line of credit with BBVA USA secured by his homestead. In 2020, Young discovered that BBVA had erroneously charged a higher interest rate than agreed for the previous two years and notified BBVA of its error. BBVA failed to cure its breach within sixty days of Young's notice. Young sued BBVA for breach of contract, seeking forfeiture of the principal of the loan amount under Article XVI, Section 50(a) or, alternatively, contract damages. BBVA and Young filed cross motions for summary judgment on the availability of the forfeiture remedy and then resolved the contract damages.

The trial court ruled that Young is not entitled to constitutional forfeiture. The court of appeals affirmed, holding that the forfeiture remedy is limited to breaches of those obligations listed within Section 50(a), not all obligations arising from loan agreements.

The Supreme Court affirmed. The Court held that the forfeiture remedy applies to constitutional breaches only. Read in context, the "obligations" described in Section 50(a) refers to a lender's constitutional obligations. The court concluded that both the history surrounding the adoption of the home equity amendment and precedent interpreting Section 50 are consistent with this textual reading—the forfeiture remedy corresponds to the Constitution's required terms.

3. Separation of Powers

a) *In re Abbott*, 741 S.W.3d 139 (Tex. May 15, 2026) [25-0674, 25-0687]

The issue in this case is whether the Supreme Court, in original quo warranto actions brought by the Governor and the Attorney General, can remove members of the House of Representatives for deliberately preventing a quorum.

During a special session, several dozen members of the House left the State to prevent a quorum needed to vote on redistricting legislation. The Governor, and later the Attorney General, brought quo warranto actions in the Supreme Court seeking removal of the House members from office. The House members voluntarily returned while the actions were pending, and the redistricting legislation became law.

The Court declined to exercise its discretionary jurisdiction over the petitions and denied them. The Court explained that these cases present fundamental questions about the allocation of powers among the branches of Texas government. The Court noted that the framers of the Texas Constitution entrusted the power to compel legislative attendance to the present members of each chamber and, here, a quorum was restored in two weeks' time without judicial intervention. The Court declined to decide whether a judicial remedy would ever be available.

Justice Sullivan concurred, agreeing that the constitutional crisis passed too quickly for the Court to engage in factfinding that might have justified quo warranto relief. He further opined that the Court would have authority in a future case to remove quorum breakers from office.

E. CONTRACTS

1. Contractual Indemnity

a) *S&B Eng'rs & Constructors, Ltd. v. Scallon Controls, Inc.*, 734 S.W.3d 869 (Tex. Mar. 13, 2026) [24-0525]

This case concerns whether settling defendants can recover partial indemnification from a non-settling party under a contract provision for proportional or comparative indemnity.

After a 2015 workplace accident, injured workers sued Sunoco (the facility's owner) and S&B (a general contractor). Those parties settled the workers' claims. In a third-party suit, S&B and Zurich (Sunoco's insurer) asserted that the negligence of Scallon (S&B's subcontractor) led to the injuries and, based on a proportional indemnification agreement, sought indemnification from Scallon for the settlement equal to its proportionate liability. The trial court and the court of appeals held that the settlement, to which Scallon was not a party, covered only S&B's and Sunoco's negligence, thus entitling Scallon to summary judgment.

The Supreme Court reversed. First, it concluded that while defendants cannot preserve common-law or statutory contribution rights by unilaterally settling a plaintiff's claim, that rule does not bar contractual allocations of risk through comparative indemnity provisions. Second, the Court held the express-negligence doctrine does not preclude enforcing the provision here because that provision disclaimed any duty for Scallon to indemnify S&B and Sunoco for those parties' negligence but instead required Scallon to indemnify them for whatever portion of liability is attributable to its own negligence. The Court reversed the court of appeals' judgment and remanded the case to the trial court for further proceedings, which would allow S&B and Zurich to pursue indemnification, requiring them to bear the burden of establishing the reasonableness of the settlement and Scallon's proportionate liability, if any. (Separately, the Court reversed the court of appeals' holding that Zurich's claims were time-barred.)

Justice Bland, dissenting, would hold that the parties' indemnity agreement did not indemnify S&B and Sunoco for their own negligence committed against noncontracting parties. Because the dissent would hold that the settlement was in payment for S&B and Sunoco's proportionate share of liability and not Scallon's, it would affirm the judgments of the lower courts.

2. Damages

a) *Champion Food Serv., Inc. v. ProAlamo Foods, L.L.C.*, 738 S.W.3d 511 (Tex. June 19, 2026) [25-0297]

The issues in this case are whether ProAlamo may recover in quantum meruit and whether the trial court erred in awarding attorney's fees.

Champion purchased frozen meat products from ProAlamo, some of

which were allegedly rancid. ProAlamo sued Champion for unpaid amounts and asserted claims for breach of contract and quantum meruit. Champion counterclaimed for breach of contract. After a jury trial, the jury found against ProAlamo on its contract claim but in ProAlamo's favor on its quantum meruit claim, awarding $46,396.58 in damages and $0 in attorney's fees. On Champion's breach of contract claim, the jury found that ProAlamo failed to comply with "the agreement" but awarded Champion $0 in damages. The trial court partially granted ProAlamo's motion for judgment notwithstanding the verdict and rendered judgment awarding ProAlamo $46,396.58 in damages for quantum meruit and $219,674 in attorney's fees. The court of appeals affirmed.

The Supreme Court reversed and rendered a take-nothing judgment. In a unanimous opinion by Justice Lehrmann, the Court held that ProAlamo's quantum meruit recovery is barred as a matter of law because the provision of meat was covered by express agreements. The Court explained that quantum meruit is an equitable remedy that is generally barred when the parties have a valid agreement. The Court concluded that the trial evidence conclusively demonstrated the existence of valid agreements for Champion to purchase a certain amount of meat for a certain price and nothing in the record indicated that any meat was delivered outside the scope of those agreements. Because the Court rendered judgment on the quantum meruit claim, it held that ProAlamo was not entitled to recover attorney's fees as a matter of law and did not reach Champion's separate challenge to the amount of the fee award.

Chief Justice Blacklock filed a concurring opinion, stating that, even if ProAlamo could have recovered on its quantum meruit claim, the jury's award of $0 in attorney's fees was reasonable given the mixed result at trial and the trial court's large upward adjustment of the fee award was therefore improper.

b) *Wang v. Whittenburg*, 735 S.W.3d 710 (Tex. May 15, 2026) [25-0350]

The issue in this case is whether attorney's fees in prior litigation are recoverable as actual damages in a suit for breach of a settlement agreement.

Heirs to a ranch entered into two settlement agreements to end years of litigation over ownership of the ranch. Under the settlement agreements, the heirs would negotiate a partition in kind. If negotiations failed, a court-appointed commissioner could partition the ranch. When the heirs could not reach a partition agreement, the Angela Kate heirs filed partition proceedings in New Mexico pursuant to the settlement agreements. The John Burk heirs attempted to stop the partition, resulting in extended litigation.

Angela Kate sued John Burk in Texas for breaching the settlement agreements. Angela Kate sought actual damages for the attorney's fees she incurred in the New Mexico partition proceeding because of John Burk's attempt to block the partition. The trial court found that John Burk breached the settlement agreements but concluded Angela Kate's attorney's fees were not damages as a matter of law and issued

a take-nothing judgment. The court of appeals affirmed.

The Supreme Court reversed. The Court held that attorney's fees in prior litigation can be recoverable damages for breach of a settlement agreement when the breach was not a basis for the prior litigation. The Court concluded that Angela Kate incurred excess attorney's fees in the partition proceeding as the natural, probable, and foreseeable result of John Burk's breach of the settlement agreements and that breach was not a basis for the partition proceeding. The Court also held that Angela Kate can recover attorney's fees incurred in this litigation because she recovered breach-of-contract damages. The Court rendered judgment awarding Angela Kate damages and remanded the case to the trial court to reconsider reasonable and necessary attorney's fees.

3. Interpretation

a) *Equinor Energy LP v. Lindale Pipeline, LLC*, 731 S.W.3d 324 (Tex. Mar. 13, 2026) [24-0425]

At issue is whether a fracking company breached a contract with its water supplier by purchasing water from other suppliers.

Lindale Pipeline contracted with Equinor Energy's predecessor to provide water to Equinor's predecessor for its fracking operations. Under the contract, Lindale provided and pumped the water through a pipeline that ran directly to the well sites. Relevant here, the contract made Lindale the "exclusive water provider and pumper on the Pipeline." After Equinor acquired its predecessor, it began purchasing water for its wells from other suppliers that do not use the pipeline. Lindale sued Equinor for breach of contract, arguing that the contract gave Lindale the exclusive right to supply water for Equinor's fracking operations.

The district court deemed the exclusivity clause ambiguous and submitted the question of its meaning to a jury. The jury sided with Lindale, and the court of appeals affirmed.

The Supreme Court reversed and rendered judgment for Equinor. The Court held that the exclusivity clause unambiguously applied only to pumping operations "on the Pipeline." Because Equinor's wells were not "on the Pipeline," the Court concluded they fell outside the scope of the exclusivity clause and the district court erred in submitting the question of the clause's meaning to the jury.

b) *Spectrum Gulf Coast, LLC v. City of San Antonio*, 740 S.W.3d 515 (Tex. Apr. 10, 2026) [24-0794]

The issue in this case is whether a municipally owned public utility breached its contract with a telecommunications provider by charging discriminatory rates in contravention of a later-enacted statute.

CPS Energy, a public utility owned by the City of San Antonio, contracts with other entities that wish to attach equipment to CPS's utility poles and thus provide services to their customers. In 1984, Spectrum's predecessor in interest executed such an agreement with CPS. AT&T later entered into a similar agreement.

Spectrum paid an increasing annual pole-attachment rate, while

AT&T continued to pay the circa-1984 rate despite being invoiced for a higher rate. In 2008, Spectrum sued CPS for breach of contract and violations of pricing requirements in the Public Utility Regulatory Act, which was amended in 2005 to prohibit public utilities from discriminating for or against telecommunications providers. Spectrum eventually amended its petition to allege that by violating existing law, CPS's discriminatory rates also breached the contract. On permissive interlocutory appeal, the court of appeals held that the 1984 agreement did not incorporate subsequent changes in law, such as the 2005 statutory amendments.

The Supreme Court reversed. The Court held that the contract's text reflected the parties' joint commitment "at all times" to comply with "all laws" that affected their rights and obligations under the contract and that the parties understood that regulatory changes were inevitable in monopolistic industries such as utilities. Accordingly, the Court held that Spectrum was authorized to pursue its contract claim.

4. Releases

a) *Bryant Law Firm v. Walker*, 734 S.W.3d 896 (Tex. May 8, 2026) (per curiam) [25-0131]

The issue in this case is whether the affirmative defense of accord and satisfaction applies when a client strikes through conspicuous release language before depositing a check tendered in settlement of a legal malpractice dispute.

Robert Walker hired Deborah Bryant to terminate his child support obligations. Walker later terminated Bryant as counsel and demanded a refund, complaining he had paid thousands of dollars in legal fees and child support with "nothing to show for it." Bryant responded by sending Walker a fee refund check bearing a conspicuous statement of release and asked him to sign and return an accompanying release agreement. Walker crossed out the release language on the check, deposited it, and never signed the release agreement. Walker later sued for malpractice. Bryant asserted accord and satisfaction as an affirmative defense, but the trial court directed a verdict for Walker on that defense. The jury awarded actual and exemplary damages to Walker. The court of appeals affirmed.

The Supreme Court reversed and rendered judgment for Bryant, holding that she conclusively established accord and satisfaction under both the common law and the Business and Commerce Code. The Court held that a bona fide dispute existed between the parties. The Court further held that even though Walker had crossed out the release language, mutual assent was satisfied when he deposited the refund check with knowledge that it was conditioned upon a release of claims arising under the parties' attorney–client relationship.

F. DAMAGES

1. Exemplary Damages

a) *K&K Inez Props., LLC v. Kolle*, 741 S.W.3d 83 (Tex. May 22, 2026) [24-0045]

The main issue in this suit between neighboring landowners is

whether the trial court properly applied the statutory cap on exemplary damages.

The Kolles allege that the Kuceras and their company, K&K Inez Properties, caused flooding on the Kolles' property. The jury found for the Kolles on all liability theories and awarded damages for the reduced value of the Kolles' property and for the Kolles' loss of use, plus exemplary damages against David Kucera and K&K. The court of appeals reversed the loss-of-use award, thereby reducing the total amount of economic damages, but otherwise affirmed.

The Kuceras raised four issues in the Supreme Court: (1) the trial court improperly struck their designation of Victoria County as a responsible third party; (2) the trial court erred by refusing to submit questions regarding the Kolles' negligence and proportionate responsibility; (3) the judgment violated the one-satisfaction rule; and (4) the judgment improperly applied the statutory cap on exemplary damages.

The Supreme Court reversed as to exemplary damages. The Court first concluded that the exemplary-damages cap, which is based on "the amount of economic damages," requires consideration of only the damages for which that defendant is found proportionately responsible. The Court then held that the trial court improperly applied the exemplary-damages cap to each plaintiff's separate award of exemplary damages when there was only one amount of economic damages awarded to the Kolles jointly for damages to the property. It also held that the court of appeals should have reexamined whether the exemplary-damages award was unconstitutionally excessive after it reduced the amount of actual damages. The Court remanded the case to the trial court for proper application of the exemplary-damages cap.

G. DECEPTIVE TRADE PRACTICES ACT

1. Civil Investigative Demands

a) *Off. of Att'y Gen. v. PFLAG, Inc.*, 731 S.W.3d 301 (Tex. Mar. 13, 2026) [24-0892]

At issue is whether the trial court erred by ruling that PFLAG did not need to comply with a civil investigative demand issued by the Consumer Protection Division of the Office of the Attorney General.

The Office of the Attorney General sought to investigate whether medical providers were violating the State's ban on transgender treatment of minors, including whether they were defrauding insurers under the Deceptive Trade Practices Act. PFLAG is a nonprofit that describes itself "as a resource for LGBTQ people, families, and allies." The executive director of PFLAG filed an affidavit in another case describing certain activities of PFLAG families in response to a new state law prohibiting medical treatments for transitioning a child's biological sex. The DTPA authorizes the Attorney General to issue civil investigative demands as part of an investigation of possible violations of the Act. The Attorney General issued a CID to PFLAG and then later issued a revised CID with a narrower scope that permitted the redaction of information identifying PFLAG members. PFLAG resisted the CIDs by seeking injunctive

and other pretrial relief. The district court rendered a final judgment holding that PFLAG did not need to produce documents under any of the eight categories set out in the original CID that it had not already produced. The Attorney General brought a direct appeal to the Supreme Court.

The Court reversed the judgment, holding that (1) the district court should have analyzed the revised CID instead of the original CID, (2) the court failed to credit the Attorney General's reasonable interpretation of the affidavit and to appreciate its connection to the office's investigation, and (3) PFLAG should produce documents responsive to several of the document categories set out in the revised CID. The Court explained that on remand, PFLAG's obligation to produce documents is subject to its right to produce a privilege log and establish the existence of a recognized privilege for individual documents.

H. ELECTIONS

1. Candidates

a) *In re Rogers*, 728 S.W.3d 717 (Tex. Jan. 13, 2026) (per curiam) [26-0010]

The issue in this case is whether the Supreme Court should issue a writ of mandamus directing a party chair to certify to the Secretary of State that a candidate should be listed on the primary ballot for Justice of the Supreme Court.

The party chair rejected the candidate's ballot application as deficient. The candidate contested that determination and argued that any defects were cured by an amended application submitted after the statutory deadline. The Supreme Court first noted that it traditionally declines to issue mandamus when a claim depends on the resolution of genuinely disputed material facts. Here, a fact issue existed as to whether the signatures in the ballot application were valid. Second, the Court held that there was no basis to allow a cure in the form of an amended application. While the Court's jurisprudence favors ballot access, it also requires unusual dispatch in election cases, and examples of curing deficient applications were limited to cases when the application was filed early in the process. Here, by contrast, the ballot application was submitted just hours before the deadline, so any amended application would have been untimely. Accordingly, the Supreme Court denied the petition for writ of mandamus.

b) *In re Smith*, 727 S.W.3d 497 (Tex. Dec. 22, 2025) (per curiam) [25-1107]

The issue in this case is whether a candidate challenging the constitutionality of a statutory requirement for an application to appear on the primary ballot was entitled to mandamus relief directing that his name be included on the ballot.

The party chair rejected a candidate's application to appear on the primary ballot for Justice of the Supreme Court, asserting that the application did not contain fifty valid signatures from each court of appeals district as required by statute. The candidate sought mandamus relief, seeking a declaration that the statutory requirement violates the Texas Constitution and an order directing the party chair to add his name to the ballot.

The Supreme Court denied relief. It concluded that the timing of the candidate's challenge made his mandamus petition an unsuitable vehicle to resolve the weighty question of whether a statutory provision is facially unconstitutional. The Court noted that the candidate failed to justify why he did not bring this claim earlier, at a time that would have allowed orderly resolution without disrupting the primary elections. The Court also concluded that the candidate's challenge was unlikely to succeed on the merits because the signature requirement at least plausibly constitutes a procedural requirement for orderly election administration rather than a ground for disqualification from office. In addition, the Court determined that the candidate was not entitled to mandamus relief because he did not provide a complete record and because his claim and his requested relief implicated other, unacknowledged constitutional issues that made emergency relief improper.

2. Election Process

a) *In re Rose*, ___ S.W.3d ___, 2026 WL 2672098 (Tex. Sept. 11, 2026) (per curiam) [26-0916]

The issue in this mandamus proceeding is whether a county's commissioners court can implement new precinct boundaries after a primary election but before the general election.

After the March 2026 primary election, Galveston County's commissioners court adopted a new precinct map that established new precinct boundaries for the offices of county commissioners and justices of the peace. The new map was made immediately effective, and the county indicated that it intended to use the new map in the November 2026 general election. Voters in Galveston County sought mandamus relief to prevent the county from implementing the new map for the general election. The county responded that its constitutional and statutory authority to redraw its precinct lines allowed it to do so at any time, including between the primary and general election.

The Supreme Court conditionally granted relief. The Court observed that, under the Election Code, a primary election and a general election operate together to facilitate one election for each precinct, and the Code instructs that the conduct of elections must be uniform and consistent. The Court thus concluded that the decision to use a different precinct map for the general election that the one used for the primary election cannot be reconciled with the orderly election system envisioned by the Election Code in the absence of some overriding obligation of state or federal law.

I. EMPLOYMENT LAW

1. Disability Discrimination

a) *Tex. Dep't of Pub. Safety v. Callaway*, 740 S.W.3d 511 (Tex. Apr. 10, 2026) [24-0966]

At issue is whether a former Department of Public Safety Special Agent sufficiently established his claim for disability discrimination to survive a plea to the jurisdiction.

While he was on medical leave to receive treatment for alcoholism and posttraumatic stress disorder, Chris Callaway received a call from

counselors at his daughter's school reporting that they had detained Callaway's daughter due to a mental-health crisis. Callaway hurried to the school and loudly confronted one of the counselors. He also threatened to arrest two of the school district's police officers, who had arrived at the scene. Following an investigation, DPS terminated Callaway's employment.

Callaway sued DPS for disability discrimination. DPS filed a plea to the jurisdiction and hybrid motion for summary judgment. The district court denied DPS's motions, and the court of appeals affirmed.

The Supreme Court reversed and rendered judgment for DPS. The Court held that Section 21.105 of the Texas Labor Code does not prevent an employer from terminating an employee who cannot reasonably perform his job because of a disability. The Court concluded that DPS reasonably determined that Callaway's post-traumatic stress disorder impaired his ability to perform his job because giving him a sidearm and a badge and sending him out to handle stressful situations would endanger citizens and officers alike. The Court therefore held that the court of appeals erred by not dismissing Callaway's disability-discrimination claim.

J. EVIDENCE

1. Exclusion for Untimely Disclosure

a) *Diamond Hydraulics, Inc. v. GAC Equip., LLC*, 731 S.W.3d 901 (Tex. Mar. 27, 2026) [24-1049]

At issue in this case is whether there was good cause for Diamond Hydraulics to offer the testimony of an untimely identified expert.

Austin Crane Service hired Diamond Hydraulics to repair one of its cranes. That repaired crane later bent, and Austin Crane sued Diamond for breach of contract and breach of warranty. Diamond retained an engineering firm to study the crane and designated one of its engineers as an expert witness. Shortly before trial, that witness changed jobs, moved out of state, and refused to testify.

Diamond filed a motion to substitute a new testifying expert, which the trial court denied. Diamond proceeded to trial without a causation expert. The jury found for Austin Crane, Diamond appealed, and the court of appeals affirmed.

The Supreme Court held that the trial court abused its discretion when it found that Diamond lacked good cause for its untimely designation. While the "good cause" standard is demanding, the Court determined it was nevertheless met in this case. Because Diamond lacked control over the original expert's unavailability, attempted to find alternatives, and relied on this critical testimony, the Court concluded there was good cause for the late expert designation.

2. Expert Testimony

a) *In re Est. of Lopez*, 724 S.W.3d 847 (Tex. Nov. 7, 2025) (per curiam) [24-0315]

The issue in this case is whether the trial court committed reversible error by allowing a former family court judge to testify as an expert on whether the evidence established an informal marriage.

Elvira Gonzalez filed a bill of review from a judgment declaring heirship, alleging that she was the decedent's common-law wife and seeking a declaration that she was an heir. A jury was asked to determine whether she and the decedent were informally married. Gonzalez offered expert testimony from a former district court judge who opined, based on her experience as a family-law judge, that the evidence clearly showed Gonzalez and the decedent were informally married. The jury agreed, and the trial court rendered judgment awarding Gonzalez a share of the estate. The estate's representative appealed, arguing that the trial court erred by admitting the former judge's testimony. The court of appeals affirmed, concluding that any asserted error in admitting this testimony was harmless.

The Supreme Court reversed. In a per curiam opinion, the Court held that the trial court abused its discretion by admitting the former judge's testimony. The issue on which she opined—whether the evidence established an informal marriage—was within the average juror's knowledge, and therefore she did not provide specialized knowledge to help the jury determine a fact in issue. The Court held that the error was harmful because (1) the former judge's testimony was crucial to the only contested issue, on which the evidence conflicted; (2) the testimony was not cumulative; (3) Gonzalez's use of the testimony was calculated and not inadvertent; and (4) Gonzalez emphasized the expert's role as a former family-law judge. The Court remanded the case to the trial court for a new trial.

3. Medical Expense Affidavits

a) *Ortiz v. Nelapatla*, 734 S.W.3d 400 (Tex. May 1, 2026) [23-0953]

This personal injury case concerns the admissibility of partially controverted affidavits offered to prove the reasonableness and necessity of medical expenses.

Ortiz and Nelapatla were involved in a car crash, and Ortiz sued Nelapatla for negligence. Prior to trial, Ortiz served three medical-provider affidavits pursuant to Civil Practice and Remedies Code Section 18.001. In response, Nelapatla timely served two counteraffidavits challenging the reasonableness and necessity of a portion of Ortiz's medical expenses from two of the providers. Ortiz offered both the affidavits and the counteraffidavits as evidence at trial. Nelapatla objected as to the two partially controverted affidavits and the counteraffidavits, asserting that they were inadmissible hearsay. The trial court sustained the objections.

The trial court rendered judgment on the jury's verdict for Ortiz, awarding past medical expenses in the amount reflected in the uncontroverted affidavit. A divided court of appeals affirmed.

The Supreme Court reversed. In an opinion by Justice Lehrmann, the Court explained that ordinarily expert testimony is required to prove the reasonableness and necessity of a claimant's medical expenses. However, Section 18.001 provides an alternative process whereby a claimant may serve an affidavit made by a medical-service provider or recordkeeper, which constitutes sufficient evidence to support a

finding of fact on the reasonableness and necessity of the charges unless the opposing party serves a compliant counteraffidavit. The Court explained that while a counteraffidavit that controverts only a portion of the charged amounts renders the initial affidavit insufficient as to any controverted claims, it does not render the entire affidavit inadmissible; instead, a claimant may rely on the uncontroverted portion of the affidavit so long as the controverted portions are redacted. Further, the Court held that when a counteraffidavit attests to the portion of the claimed costs that is reasonable, the counteraffidavit is similarly admissible to support that claim.

Justice Sullivan dissented, arguing that when a statutorily compliant counteraffidavit is served challenging the reasonableness and necessity of any portion of the medical expenses reflected in an initial affidavit, the claimant may not submit either of the affidavits as evidence at trial and must present admissible evidence to prove those elements.

K. FAMILY LAW

1. Division of Community Property

a) *Landry v. Landry*, 731 S.W.3d 630 (Tex. Mar. 20, 2026) (per curiam) [24-0910]

At issue in this divorce case is whether the trial court properly characterized two investment accounts as Husband's separate property.

At trial, Husband's expert testified that two investment accounts Husband opened prior to marriage were his separate property. The expert traced the accounts' funds through monthly statements from January 2003 to June 2019 and concluded that the funds in the accounts remained identifiable as Husband's separate property. While his tracing analysis did not consider four months of statements from July 2018 to October 2018, he testified that those statements would not have affected his conclusions because the statements available to him established a consistent pattern of community income being withdrawn from the accounts as quickly as it was earned. The trial court determined that the two accounts belong to Husband as his separate property.

This separate-property determination has been the subject of two intermediate appeals and two petitions for review. In 2022, the court of appeals reversed the trial court's judgment as to the two accounts because the expert did not review the four months of statements that were "missing" from the record. The Supreme Court granted Husband's petition for review and reversed. *Landry v. Landry*, 687 S.W.3d 512 (Tex. 2024). The Court ascertained that the four months of statements were in the trial and appellate record and directed the court of appeals to perform a new sufficiency analysis. On remand, the court of appeals once again reversed as to the two accounts. Husband filed another petition for review in the Supreme Court.

The Court reversed the court of appeals' judgment and rendered judgment that the two accounts were Husband's separate property. The Court explained that the trial court's separate-property determination was supported by clear and convincing evidence—specifically, unrebutted expert

testimony that the accounts' funds retained their separate character over the course of over fifteen years. The Court held there was no basis to disturb the trial court's judgment because the unreviewed statements did not alter the expert's conclusions and, in any event, those statements were properly before the trial court when it divided the community estate.

2. Divorce Decrees

a) *Gopalan v. Marsh*, 740 S.W.3d 538 (Tex. May 22, 2026) [25-0161]

This divorce proceeding presents a statutory-construction issue concerning the children's "primary residence" with respect to the allocation of possession between parents appointed joint managing conservators.

Mother and Father agreed to joint managing conservatorship of their children but disputed the allocation of parental rights and duties. A jury determined Father should have the exclusive right to designate the children's primary residence. The trial court adopted the verdict in its divorce decree but awarded Mother greater possession time, child support, most other parental rights, and conditional appellate attorney's fees. Father appealed, challenging these portions of the decree and other provisions unrelated to possession of the children. The court of appeals affirmed on all issues.

The Supreme Court affirmed in part, reversed in part, and remanded to the trial court. The Court held that, as used in the Family Code, the term "primary residence" does not refer to a home where the child lives less time than elsewhere. The decree's allocation of greater possession time to Mother therefore contravened the jury verdict, requiring remand for a new possession order. Because allocation of possession may inform the child-support award and assignment of other parental rights and duties, the Court also reversed and remanded those determinations. But the Court found no reversible error as to Father's other challenges to unrelated decree provisions. Because Father was partially successful on appeal, the Court also held that Mother may not be entitled to the full award of contingent appellate attorney's fees.

b) *Morrison v. Morrison*, 729 S.W.3d 328 (Tex. Jan. 30, 2026) [24-0053]

The issue in this case is whether the trial court properly exercised its jurisdiction to enforce a divorce decree after one spouse failed to meet their obligations under the decree.

Rodney and Debbie Morrison divorced in April 2021. The divorce decree provided for the sale of certain marital property, including the marital residence, allocating half of the proceeds to each spouse. In the event that either spouse failed to comply with their obligations, the decree included a provision requiring that the fair market value of any undelivered or damaged property be assessed against the breaching spouse and "accounted for" out of the proceeds from the sale of the marital residence. Debbie alleged that Rodney damaged the marital residence before it was sold and refused to turn over designated personal property.

The trial court found that Rodney violated the divorce decree and awarded Debbie damages equal to one

hundred percent of the proceeds from the marital residence's sale. The court of appeals held that the trial court's order modified the decree's division of property in violation of Chapter 9 of the Family Code. The court vacated the order and dismissed the case for lack of jurisdiction.

The Supreme Court reversed the court of appeals' judgment and remanded the case to the trial court. The Court held that the trial court had jurisdiction to enforce the decree and to award damages associated with breach of the decree but erred in reallocating the proceeds from the sale of the marital residence to Debbie without evidence of the damages resulting from breach of the decree. However, such error did not deprive the trial court of all jurisdiction to enforce the decree.

3. Jurisdiction

a) *In re C.S.*, 740 S.W.3d 448 (Tex. June 5, 2026) [25-0008]

At issue in this case is whether the trial court lost jurisdiction over this parental-termination case for failure to grant an extension before the Family Code's automatic-dismissal date.

At the pretrial hearing, the trial court recognized that the statutory automatic-dismissal date was approaching and the need for an extension. She ordered counsel for the Department of Family and Protective Services to prepare an extension order before the automatic-dismissal date. No such order was submitted, and the court took no other step before the automatic-dismissal date. After that date passed, Mother moved to dismiss the case for lack of jurisdiction. The court entered its private notes from the pretrial hearing and issued an order purporting to retain the suit on its docket. Following the eventual trial, the court terminated Mother's parental rights. The court of appeals affirmed.

The Supreme Court held that the trial court had not granted a timely extension. The Court concluded that the trial court expressed an intention to grant an extension but did not. Even if that oral expression could have constituted granting an extension, the Court determined that it would still have been ineffective because it was not rendered in writing or on the record before a court reporter. Because the case was not extended, the Court held, it was automatically dismissed by operation of law; the trial court therefore lacked jurisdiction to terminate Mother's parental rights, and the court of appeals lacked jurisdiction to adjudicate the merits on appeal. Accordingly, the Court vacated the judgments of the lower courts and dismissed the case.

Justice Lehrmann dissented. She would have held that the trial court did not lose jurisdiction because the court orally granted an extension on the record, in a manner authorized by the Family Code, before the statutory dismissal date passed.

4. Termination of Parental Rights

a) *D.V. v. Tex. Dep't of Fam. & Protective Servs.*, 722 S.W.3d 854 (Tex. Oct. 31, 2025) [24-0840]

At issue in this case is whether the Department of Family and Protective Services orally abandoned its request for termination of D.V.'s parental rights to her child at trial.

In January 2021, the Department removed D.V.'s child from her home and sued to terminate her parental rights after receiving reports of domestic violence. At trial, the Department's designated representative—one of its caseworkers—testified both on direct and cross-examination that the Department no longer sought to terminate D.V.'s parental rights but to limit her status to parent non-conservator with no rights of visitation or contact. The Department took no steps to controvert this assertion, but the trial court terminated D.V.'s rights. The court of appeals affirmed, holding that the Department had not abandoned its pleading, relying on what it regarded as the trial's larger context.

The Supreme Court reversed. It held that in parental-termination cases, which are distinct from other civil litigation for various reasons, an unequivocal assertion by the Department—including its designated representative—constitutes withdrawal of a request for termination. A court may not order termination, therefore, unless the Department clearly repudiates the assertion that termination is no longer sought. In this case, the caseworker's statement was unequivocal. No contextual features at trial that the court of appeals or the Department identified constitute repudiation of that unequivocal statement, so the trial court lacked authority to order termination. The Supreme Court therefore remanded to the trial court with instructions to appoint D.V. a parent non-conservator, consistent with the caseworker's testimony and D.V.'s request.

b) *In re H.S.*, 741 S.W.3d 4 (Tex. June 5, 2026) [24-0307]

At issue in this case is whether legally sufficient evidence supported the termination of both Mother's and Father's parental rights when Father, but not Mother, had threatened and committed acts of self-harm and domestic violence.

Mother had a strained marriage with Father, who repeatedly threatened and committed acts of self-harm, sometimes in front of their children. When Father eventually assaulted Mother, she fled with the children. The Department of Family and Protective Services sent a family-based safety services specialist. It later removed the children from the home and sought termination. Several months before trial, the court suspended the parents' visitation with their children.

Mother filed a motion asking the court to retain the suit and set a new dismissal date, which would allow Mother to continue working her services. The court denied the motion. At trial, the Department argued that Father's violent conduct had endangered the children and that Mother endangered them by allowing them to remain around Father. In accordance with the jury's verdict, the court terminated Mother's and Father's parental rights, and the court of appeals affirmed.

The Supreme Court held that the trial court erred in denying Mother's motion to retain the suit and set a new dismissal date. The Court explained that Mother had shown significant progress on her services, but without any interaction with the children for seven months, she could not fully demonstrate the effect of that progress.

It also noted that the children had been on a dangerous trajectory since being wholly separated from their parents, with two of them requiring admission to a psychiatric hospital. The Court further held that insufficient evidence supported the finding that termination of Mother's parental rights was in the children's best interest because Mother had demonstrated an increased awareness of the threat that Father posed to her and the children and a willingness to protect the children from Father. The Court concluded, however, that sufficient evidence supported the termination of Father's parental rights. Accordingly, the Court reversed the judgment of the court of appeals with respect to Mother, rendering judgment in her favor, and affirmed the judgment with respect to Father.

Justice Lehrmann dissented in part. She agreed with the Court's disposition as to Father but would have affirmed the termination as to Mother because legally sufficient evidence supported the jury's findings on both predicate termination grounds and best interest.

c) *In re J.D.H.*, 738 S.W.3d 522 (Tex. June 19, 2026) (per curiam) [25-0588]

At issue in this case is whether a parent may pursue an appeal of a judgment terminating her parental rights if her attorney rendered ineffective assistance of counsel by failing to file a timely notice of appeal of the judgment.

Following the trial court's rendition of a final judgment terminating Mother's parental rights, her attorney filed a timely motion for new trial. Based on a mistaken belief that the motion extended the appellate deadlines, the attorney filed an untimely notice of appeal. The court of appeals dismissed the appeal for lack of jurisdiction, holding that Mother's counsel's alleged ineffective assistance would not excuse the untimely notice or vest the court with appellate jurisdiction.

The Supreme Court reversed in a per curiam opinion, holding that a parent whose counsel rendered ineffective assistance by failing to file a timely notice of appeal may pursue an out-of-time appeal. The Court first discussed the well-settled precedent holding that a parent subject to a parental termination proceeding, which implicates fundamental rights, is entitled to effective assistance of counsel. The Court then found guidance in criminal cases, in which defendants are also entitled to effective assistance of counsel and in which the courts grant habeas relief following a trial court's determination that counsel rendered ineffective assistance by filing an untimely notice of appeal. The Court concluded that a similar course must be followed in parental termination cases. However, the Court noted that an evidentiary hearing is required to determine whether an attorney's failure to file a timely notice of appeal constituted ineffective assistance. It also explained that the Family Code's prohibition against direct and collateral attacks on a termination judgment instituted more than six months after the judgment was signed provides a strict deadline on a parent seeking to challenge such a judgment, even when the challenge is premised on ineffective assistance of counsel.

Justice Sullivan dissented, opining that an untimely notice of appeal cannot confer jurisdiction on an appellate court in any proceeding, including a parental termination proceeding, even when the failure to timely file the notice is the lawyer's fault.

d) *In re J.Z.A.*, 738 S.W.3d 805 (Tex. June 26, 2026) (per curiam) [25-0787]

The issue is whether a court-ordered service plan was sufficiently specific to support termination of parental rights under now-repealed Paragraph (O).

Mother's child was removed based on concerns about Mother's mental health. The Department of Family and Protective Services developed a reunification plan, which the trial court later adopted as a court order, directing Mother to "follow through with all recommendations" from a psychiatrist, submit to a mental-health assessment at a designated facility, and "utilize learned skills in [parenting] classes" during visits with her child. Mother complied with most requirements, but she (1) declined to take subsequently prescribed antipsychotic medication, (2) went to a different facility for her assessment, and (3) demonstrated troubling behavior during some visits. The trial court terminated Mother's parental rights under former Paragraph (O), which permitted termination for noncompliance with a court order that "specifically established" the actions required for reunification. The court of appeals affirmed.

The Supreme Court reversed in part and reinstated Mother's parental rights. The Court held that (1) the service plan did not specifically establish a medication requirement because the psychiatrist's recommendation postdated the court's adoption of the plan and the phrase "follow through with all recommendations" was too general to satisfy the statutory standard, (2) no evidence supported the conclusion that an assessment at only the designated facility was material, and (3) the plan did not specifically establish any skills, knowledge, or behaviors that Mother was to utilize from her parenting classes during visitation. The Court noted that Mother did not challenge the Department's appointment as permanent managing conservator, so that portion of the termination order remained undisturbed.

e) *In re K.N.*, 741 S.W.3d 165 (Tex. June 5, 2026) [24-0881]

In this case Mother and Father challenged the trial court's jurisdiction and the sufficiency of the evidence supporting the termination of their parental rights.

Mother has four children, the three youngest of whom she shares with Father. When the Department of Family and Protective Services began investigating reports that Mother was mistreating her eldest child in the shared family home, Mother and Father declined to cooperate with the investigation or participate in family services. Eventually, the Department initiated removal and termination proceedings against Mother and Father shortly after they relocated from Texas to Louisiana with all four children.

After a jury trial, Father's parental rights were terminated as to the three shared children based on

endangerment, constructive abandonment, and failure to comply with a court order. Mother's rights were terminated on the same grounds but only as to the child who is not Father's. Despite finding that termination grounds also existed for Mother as to the three shared children, the jury found that termination of Mother's parental rights was not in their best interest. Both parents appealed, and the court of appeals affirmed, holding the evidence was factually and legally sufficient to support the endangerment and best-interest findings.

The Supreme Court affirmed the termination of Mother's rights but reversed as to Father's rights. In an opinion by Justice Hawkins, the Court rejected Mother's argument that her methods of punishment were merely traditional disciplinary techniques. Instead, the Court emphasized that the record contained sufficient evidence regarding the character of Mother's punishment to enable the jury to find that Mother's discipline was abusive in nature. But the Court concluded that the record lacked similar evidence as to Father—thus, the evidence was not legally sufficient to support the termination of Father's rights on endangerment grounds. Finally, the Court rejected Mother and Father's challenges to the trial court's jurisdiction, holding their arguments were not preserved for review because they challenged statutory requirements rather than the court's subject-matter jurisdiction.

Chief Justice Blacklock filed a concurring opinion. He emphasized that Mother's discipline of her eldest child was motivated by a malicious intent rather than a remedial intent.

Justice Bland dissented in part. She would have affirmed the court of appeals' judgment that the evidence was legally sufficient to support the termination of Father's rights on endangerment grounds.

L. GOVERNMENTAL IMMUNITY

1. Condemnation Claims

a) *State v. JRJ Pusok Holdings, LLC*, 738 S.W.3d 408 (Tex. June 12, 2026) [24-0447]

The central issue in this case is whether sovereign immunity is waived when a landowner sues to repurchase condemned property the State deems no longer necessary for public use.

The State offered to purchase the Pusoks' property for a highway project and informed them of their statutory and constitutional rights in condemnation proceedings as required by law. When the Pusoks did not accept the offer, the State filed a petition for condemnation. The parties settled as to the value of the property, and the Pusoks transferred the property to the State. Two years later, the Pusoks sought to exercise their statutory right to repurchase a portion of the property after the State deemed that portion no longer necessary for public use. When the State refused, the Pusoks sued to enforce their repurchase right found in Property Code Chapter 21. The trial court granted the State's plea to the jurisdiction based on sovereign immunity and dismissed the case. The court of appeals reversed, holding that Chapter 21 provides a waiver of immunity.

The Supreme Court affirmed. The Court explained that the Legislature placed the right of repurchase in a

chapter governing eminent domain and the State is not immune in such cases. Such a reading, the Court concluded, effectuates recent amendments to the Texas Constitution that restrict the State's takings power and acknowledge a landowner's right to repurchase property at the price the State paid for it. The Court further held that property is acquired "through eminent domain" when the State exercises its takings power to obtain the land even though the parties reach agreement as to the value of the land taken. The Court concluded that Chapter 21 permits the repurchase of a portion of the property originally taken when only that portion is no longer necessary for public use and district courts and county courts at law have concurrent jurisdiction to hear repurchase claims.

Justice Young concurred, noting his view that assessing whether a statute waives sovereign immunity should be simpler than the Court's precedents suggest.

Justice Hawkins dissented and would have held that Chapter 21 does not waive sovereign immunity for repurchase claims. He would have further held that any immunity waiver is not properly invoked here because the property at issue was not acquired through eminent domain and the Pusoks brought this suit in a court outside the scope of the putative waiver.

2. Independent Contractors

a) *MV Transp., Inc. v. GDS Transp., LLC*, 740 S.W.3d 533 (Tex. May 8, 2026) [24-0924]

The primary issue is whether the Transportation Code requires dismissal of a fraud claim brought against a defendant who was performing the function of a regional transportation authority. A preliminary issue concerns how courts should review a Rule 91a claim when important documents are omitted from the record.

The Dallas Area Rapid Transit Authority contracted with MV Transportation to operate certain services for mobility-impaired users. MV's subsidiary then subcontracted with GDS Transport to provide the services under MV's management. GDS later terminated the contract and sued MV for fraud, other torts, and breach of contract.

MV moved to dismiss the fraud claim under Rule 91a. The motion was based in part on the Transportation Code, which limits the damages liability of an independent contractor for a regional transportation authority when the contractor performs a function of the authority. The trial court granted the motion, but the court of appeals reversed.

A "master agreement" between MV and DART lies at the heart of the case and is the focus of GDS's live pleading. But it was not included in the appellate record.

The Supreme Court cautioned parties to ensure the accuracy and completeness of the records but held that the agreement's absence from the record does not foreclose appellate review. The Court observed that when an original petition invokes or excerpts a document, that document is not mere "evidence" but may instead be regarded as part of the petition itself. It noted that if a court deems it necessary to see the document's full contents to resolve the

motion, the court can demand the document's production without undermining its status as part of the petition. But the Court also noted that when the parties agree on the document's relevant text, it is even less essential for the document to be in the record. GDS's allegations described and quoted the master agreement and neither party contested what it said, so the Court concluded that appellate courts can test the legal viability of claims under these circumstances.

The Supreme Court further observed that the live pleading unambiguously depicted MV as having total control over the relevant operations. Thus, it held that the fraud claim was barred under the Transportation Code because GDS could not have recovered from DART for that claim. The Court reversed the court of appeals' judgment, reinstated the dismissal of the fraud claim, and remanded the case for further proceedings.

b) *Third Coast Servs., LLC v. Castaneda*, 726 S.W.3d 201 (Tex. Dec. 12, 2025) [23-0848]

At issue in this case is whether the statute providing a defense from liability for a contractor who constructs or repairs a highway "for the Texas Department of Transportation" requires contractual privity between that contractor and TxDOT.

Pedro Castaneda was fatally struck by two trucks while he drove across State Highway 249. At the time of the accident, the intersection and surrounding area were under construction because Montgomery County was constructing a toll road over the SH 249 right-of-way under a contract with TxDOT. Castaneda's family sued SpawGlass, the County's general contractor, and Third Coast, a subcontractor hired to install traffic signals.

SpawGlass and Third Coast moved for summary judgment under a statute that extinguishes liability against a contractor who constructs or repairs a highway, road, or street for TxDOT if certain other requirements are met. The trial court denied summary judgment. The court of appeals affirmed, holding that the statute does not apply because the contractors failed to establish that they have a contractual relationship with TxDOT.

The Supreme Court reversed. It held that the statute does not limit its application to contractors who contract with TxDOT directly. The Court instead concluded that a contractor's work is for TxDOT, and therefore within the statute's scope, if TxDOT will be a recipient, owner, or user of that work. Here, because the contractors performed work on a part of the project TxDOT would operate and maintain, the contractors conclusively established that their work was for TxDOT. The Court also held that work on traffic signals constitutes construction or repair of a highway within the meaning of the statute. The Court remanded the case to the court of appeals to determine whether the contractors conclusively established the other elements of their statutory defense.

3. Recreational Use Statute

a) *City of San Antonio v. Realme*, 731 S.W.3d 342 (Tex. Mar. 13, 2026) [24-0864]

At issue in this case is whether a holiday-themed footrace is "recreation"

under Texas's Recreational Use Statute.

While participating in a Turkey Trot 5K held in San Antonio, Nadine Realme tripped over a metal pole fragment and broke her arm. She sued the City of San Antonio for negligence and gross negligence. The City moved for summary judgment, arguing that Realme's negligence claim is barred under the Recreational Use Statute, which immunizes the City from ordinary negligence claims when a person "engages in recreation" on City property. The trial court denied the motion, and the court of appeals affirmed. The City petitioned the Supreme Court for review.

The Supreme Court reversed and held that Realme's negligence claim fails as a matter of law because participation in a holiday-themed footrace plainly falls within the ordinary meaning of "recreation." The Court observed that community fun runs like a Turkey Trot 5K bear the hallmarks of recreation, as participants run in these races for enjoyment and amusement. The Court concluded that it is inappropriate to abandon this ordinary meaning in an attempt to shoehorn the activity into one of the many illustrative examples of "recreation" enumerated in the statute. Rather, such illustrative lists serve as an error-check to ensure the scope of a defined term is appropriately construed. The Court held that nothing in the statute's list suggests "recreation" should be so narrowly construed to exclude a community fun run.

The Supreme Court remanded to the court of appeals to decide in the first instance whether Realme should prevail on her gross-negligence claim.

4. Ultra Vires Claims

a) *Tex. Dep't of State Health Servs. v. Sky Mktg. Corp.*, 733 S.W.3d 689 (Tex. May 1, 2026) [23-0887]

The issue in this case is whether the court of appeals erred in affirming the trial court's grant of a temporary injunction and denial of the plea to the jurisdiction.

The Commissioner of the Texas Department of State Health Services is responsible for maintaining Texas's schedules of controlled substances. After the Commissioner modified certain definitions within those schedules in 2021, a group of hemp vendors sued the Commissioner and the Department, seeking temporary and permanent injunctions and declaratory relief. The vendors asserted ultra vires claims against the Commissioner, alleging that her modifications purported to control hemp products that the 2019 Texas Farm Bill expressly legalized. The vendors also brought a claim against the Department under the Texas Administrative Procedure Act, asserting that a statement on the Department's website was an invalid rule under the Act. The Department and Commissioner responded with a plea to the jurisdiction, asserting sovereign immunity and challenging the vendors' standing. The trial court granted the temporary injunction and denied the plea to the jurisdiction. The court of appeals affirmed on both counts.

The Supreme Court reversed the grant of the temporary injunction. The Court first held that the vendors have standing and that their claims are ripe for judicial review. It then held that sovereign immunity bars the vendors'

ultra vires claims because Texas law reposes significant discretion in the Commissioner to establish and modify the schedules and that the Legislature has not eliminated her discretion in a way that rendered the challenged actions ultra vires. The Court also held that sovereign immunity bars the vendors' remaining claims against the Department because the website statement is not a rule subject to the APA.

5. Waiver

a) *Tex. Gen. Land Off. v. Save-RGV*, 741 S.W.3d 556 (Tex. June 19, 2026) [24-0237, 24-0407, 24-0457]

The issue in this case is whether private organizations may challenge statutes authorizing public beach closures as unconstitutional.

The Legislature enacted laws that allow governmental officials to temporarily close Boca Chica Beach to protect the public from nearby space flight activities. Organizations suing on behalf of their beachgoing members sought declarations that these statutes violate Article I, Section 33 of the Texas Constitution, which grants the public a right to use and access public beaches. The attorney general intervened to defend the statutes, and all defendants filed pleas to the jurisdiction. The trial court granted all pleas and dismissed the case with prejudice.

The court of appeals reversed, holding that at least one plaintiff had standing to sue and that plaintiffs' claims for declaratory relief are not barred by governmental immunity. The court declined to analyze the facial validity of plaintiffs' claims, reasoning that this analysis was unnecessary because plaintiffs challenged a statute, rather than governmental actions, as unconstitutional.

The Supreme Court reversed and reinstated the trial court's judgment of dismissal. It first held that the court of appeals erred by not analyzing the facial validity of plaintiffs' claims when considering defendants' immunity challenge. The Court explained that a constitutional claim must be facially valid to waive immunity whether it challenges a statute or governmental conduct. The Court then held that plaintiffs' claims are not viable because Section 33 expressly states that it "does not create a private right of enforcement." The Court concluded that this express disclaimer precludes private parties from suing to enforce the rights described in Section 33; enforcement of those rights was intended to reside solely with governmental actors. The Court rejected plaintiffs' argument that Section 33's placement in the Bill of Rights overrides this express disclaimer.

M. INSURANCE

1. Appraisal Clauses

a) *In re ACE Am. Ins. Co.*, 734 S.W.3d 887 (Tex. May 8, 2026) [25-0461]

The issue in this case is whether the trial court abused its discretion by denying a motion to compel an appraisal under an insurance policy.

A group of insurers provided commercial-property policies covering a warehouse. After the warehouse flooded, the insured property owner and the insurers disagreed about the scope and cost of the repairs, so the insurers invoked the policies' appraisal

provision. When the insured refused to participate, the insurers filed suit and moved to compel appraisal. The trial court denied the motion, and the court of appeals denied mandamus relief.

The Supreme Court conditionally granted the insurers' petition for writ of mandamus. The Court noted that appraisal clauses provide a means for insurers and insureds to resolve disputes about the amount of loss for a covered claim and are generally enforceable absent illegality or waiver. The Court explained that, although questions of coverage and liability must be resolved by the court, prohibiting appraisal as an initial matter is justified only if the amount of loss will never be needed. The Court concluded that the parties' dispute here was at least in part about the amount of loss, i.e., whether the insured paid more than was necessary to return the warehouse to its pre-flood state, so preemptive intervention by the courts was improper.

Next, the Court rejected the insured's argument that the insurers' shifting position on the amount of loss meant that the parties had no genuine disagreement on that issue and that the insurers therefore had no right to appraisal. The Court explained that, to the extent the insurers' valuation of the claim had changed over time, the record nevertheless confirmed that the insurers valued the amount of loss as significantly less than the insured did, triggering either party's right to appraisal.

Finally, the Court held that the insurers' alleged bad-faith handling of the claim did not excuse the insured from complying with the appraisal provision. The Court concluded that such conduct did not fall within the recognized exceptions to the enforcement of appraisal provisions, and allowing an insured to avoid appraisal by alleging a dispute over coverage or claims handling would render appraisal clauses largely inoperative.

2. Policies/Coverage

a) *Privilege Underwriters Reciprocal Exch. v. Mankoff*, 733 S.W.3d 1 (Tex. Feb. 13, 2026) [24-0132]

The issue in this case is whether the term "windstorm," when undefined in a homeowners insurance policy, includes a tornado.

The Mankoffs submitted a claim under their homeowners policy after their home was damaged by a tornado. The insurer, PURE, withheld a portion of the claim under the policy's "Windstorm or Hail Deductible." The Mankoffs sued PURE for breach of contract and sought a declaration that the deductible did not apply because a tornado is not a "windstorm" under the policy. On cross-motions for summary judgment, the trial court granted PURE's motion and rendered a take-nothing judgment against the Mankoffs. A divided court of appeals reversed.

The Supreme Court reversed the court of appeals' judgment and reinstated the trial court's summary judgment. The Court held that the term "windstorm," when undefined in a homeowners insurance policy, is not ambiguous and that its ordinary meaning encompasses a tornado. As the damage to the Mankoffs' property was caused by a tornado, which is a type of

windstorm, their claim was subject to the policy's "Windstorm or Hail" deductible.

N. INTENTIONAL TORTS

1. Fraud

a) *Maya Walnut LLC v. Ly*, 738 S.W.3d 764 (Tex. June 26, 2026) [24-0171]

The issue in this case is whether a commercial tenant's reliance on a landlord's representations during lease renewal negotiations was unjustifiable as a matter of law in light of a red flag.

Maya Walnut LLC spent years negotiating a commercial lease renewal with Walnut Creek Center before negotiations stalled. Maya found another suitable property but did not pursue a lease, instead focusing solely on renewing its lease with Walnut Creek. Meanwhile, Walnut Creek executed an agreement to lease the property to Maya's competitor. Maya heard that the competitor had a "big surprise" coming and suspected it may be related to the Walnut Creek property. In response, Maya continued lease renewal negotiations with Walnut Creek. Walnut Creek engaged in the negotiations without disclosing its lease agreement with Maya's competitor. By the time Maya learned that the property was not available for re-lease, all other potentially suitable locations were unavailable.

Maya sued Walnut Creek for fraud and negligent misrepresentation, among other claims. A jury awarded Maya over $20 million, but the court of appeals reversed and rendered a take-nothing judgment. The court of appeals held that Maya did not justifiably rely on Walnut Creek's representations because Maya failed to reasonably investigate red flags.

The Supreme Court affirmed. The Court held that Maya's suspicion about the competitor's "big surprise" constituted a red flag that necessitated a reasonable investigation, such as asking Walnut Creek if the property remained available for re-lease. This inquiry, the Court explained, would have either uncovered relevant information regarding the property's availability or resulted in misrepresentations. The Court thus concluded that Maya's reliance was unjustifiable as a matter of law because it failed to conduct an investigation.

Chief Justice Blacklock concurred in the judgment and would have held that Maya cannot recover because any misrepresentations Walnut Creek may have made were immaterial to Maya's decision to negotiate solely with Walnut Creek when it knew of other suitable locations.

O. JURISDICTION

1. Mootness

a) *Muth v. Voe*, 741 S.W.3d 128 (Tex. Apr. 24, 2026) (per curiam) [24-0384, 24-0385]

The issue in this case is whether a series of temporary injunction orders should be vacated as moot.

The Department of Family and Protective Services declared that it would investigate reports that a child was receiving certain medical procedures for the purpose of gender transitioning. Four families with a child diagnosed with gender dysphoria, an advocacy organization, and a psychologist sought injunctive relief to prohibit these investigations. The trial court

issued three separate temporary injunctions against DFPS and its Commissioner, which the court of appeals affirmed.

The Supreme Court reversed and vacated the temporary injunctions for lack of jurisdiction. The Court held that the claims for injunctive relief by the families were moot either because DFPS had permanently closed its investigation or the family no longer had any minor children subject to investigation. The Court concluded that the advocacy group's claim was likewise moot because the claims of its members in the lawsuit were moot. Finally, the Court held that the psychologist lacked standing because her alleged injuries were speculative.

Chief Justice Blacklock filed a concurring opinion. He would have held that the psychologist had standing to challenge DFPS's actions but that the temporary injunctions were improper on the merits.

2. Service of Process

a) *Huffman Asset Mgmt., LLC v. Colter,* 740 S.W.3d 476 (Tex. May 29, 2026) [24-0205]

This residential-lease dispute involves an appeal of a no-answer default judgment based on defective service of process.

The Colters sued Prairie Capital, LLC, and its property manager, Huffman Asset Management, LLC. The Colters attempted substituted service through the Secretary of State, who issued certificates confirming that the process documents were sent to the entities at their designated registered offices for service. The Colters then moved for default judgment, relying on the certificates. The trial court granted the default.

After receiving a notice of default judgment, Prairie and HAM moved for a new trial, arguing that the certificates did not show that the process documents were forwarded to the entities' "most recent address . . . on file" with the Secretary, as required by statute. The trial court denied the motion for new trial, and the entities appealed. The court of appeals reversed as to a portion of the damages award but otherwise affirmed the judgment, holding that Prairie and HAM were properly served.

The Supreme Court reversed. The Court first noted that while the certificates documented that process was forwarded, they did not establish that the addresses to where process was forwarded were the addresses required by statute. Next, the Court held that the record did not demonstrate strict compliance with the substituted-service requirements. The Court explained that a filing entity may have multiple addresses "on file" with the Secretary and that the plain text of the statute directs to the most recently filed. To that end, the Court concluded that the record in this case reflected that HAM's and Prairie's registered office addresses were not the most recent addresses on file with the Secretary and, accordingly, that process was not forwarded to the statutorily required addresses. The Court therefore held that the trial court abused its discretion in denying the entities' motion for new trial.

Justice Huddle filed a concurring opinion, emphasizing the Court's

growing hostility toward default judgments.

3. Standing

a) *Busse v. S. Tex. Indep. Sch. Dist.*, 740 S.W.3d 463 (Tex. May 8, 2026) [24-0782]

The issue in this case is whether individual taxpayers and a school district have standing to contest the collection of an ad valorem tax.

South Texas Independent School District was originally formed under a statute permitting the creation of specialized districts to provide services for students with disabilities. Willacy County voters authorized South Texas to levy annual ad valorem taxes on county residents. South Texas later expanded its purpose and began enrolling students without disabilities. Several years later, a group of Willacy County taxpayers and a school district within Willacy County brought suit challenging South Texas's constitutional authority to levy the tax.

South Texas filed a plea to the jurisdiction, which the trial court denied. The court of appeals reversed and rendered judgment for South Texas, holding the taxpayers lacked standing under the taxpayer standing doctrine because their lawsuit would significantly disrupt South Texas's operations and disturb the settled expectations of other taxpayers. The court also held that the school district lacked standing.

The Supreme Court reversed as to the taxpayers. The Court held the court of appeals erred in relying on taxpayer standing doctrine because the individual taxpayers' alleged pocketbook injury established their constitutional standing. But the Court agreed that the school district lacked standing because its alleged injury was speculative and not traceable to South Texas or redressable by a court. The Court remanded the case to the court of appeals to consider South Texas's other jurisdictional arguments.

Justice Young concurred, emphasizing that any determination of a party's standing must be rooted in our Constitution.

b) *In re UMTH Gen. Servs., L.P.*, 725 S.W.3d 424 (Tex. Nov. 14, 2025) [24-0024]

This original proceeding asks whether a corporate trust's shareholders may directly sue a third party based on a contract between the trust and the third party.

United Development Fund IV is a Maryland real-estate investment trust formed by a declaration of trust that designates Maryland as the exclusive forum for derivative actions brought on the Trust's behalf. The Trust's board appointed UMTH to manage its daily operations in an advisory agreement executed by the Trust and UMTH, not the individual shareholders. Relying on a provision in the agreement deeming UMTH "to be in a fiduciary relationship to the Trust and its Shareholders," a shareholder and its subsidiary sued UMTH and affiliates in Dallas County for corporate waste and mismanagement.

UMTH filed a verified plea in abatement, arguing that the shareholders' claims are derivative claims, and thus the shareholders lack standing and the capacity to assert them. After the trial court denied the motion,

UMTH unsuccessfully sought mandamus relief in the court of appeals.

The Supreme Court conditionally granted relief, directing the trial court to grant the plea and dismiss the case with prejudice. Although the shareholders have constitutional standing to sue, they lack capacity to bring the claims at issue. The advisory agreement does not provide individual shareholders with a personal cause of action, either directly or as third-party beneficiaries. The shareholders' claims against the advisors are thus derivative claims, owned by the trust. Given the forum selection clause providing that derivative claims on behalf of the corporate trust must be brought in Maryland, the Court held that the advisors lack an adequate remedy by appeal.

c) *State v. City of McAllen*, 740 S.W.3d 550 (Tex. June 5, 2026) [24-1060]

This case concerns whether a group of cities properly sued the State of Texas when they challenged the constitutionality of statutes regulating certain fees.

The Legislature enacted two statutes limiting rates that cities could charge telecommunications companies for the use of public property along city streets. Several cities sued the State, alleging the statutory limits on rates violated the Texas Constitution's Gift Clauses. The trial court rendered a declaratory judgment agreeing with the cities in part. The court of appeals essentially agreed with the cities across the board regarding the Gift Clauses.

The Supreme Court dismissed the case for want of jurisdiction because the cities sued the wrong defendant. The Court noted that naming the correct defendant is essential when invoking the courts' jurisdiction because the judicial power is the power to issue judgments redressing injuries traceable to the defendant. The Court observed that the State is not automatically a proper defendant in a suit challenging the constitutionality of a statute merely because the Legislature enacted it and the cities failed to even attempt to identify the state officer or agency responsible for the injury they attribute to the State. The Court explained that the proper defendant is the party with whom the plaintiff has a concrete, real-world dispute. In this case, the Court concluded, the dispute was over how much a city can charge a telecom company to use a public right of way, a monetary dispute between the city and the company. The Court held that a judgment against the State of Texas declaring the statutorily mandated rates unconstitutional gifts would not require the non-party company to do or refrain from doing anything, so a judgment in this lawsuit would not redress the cities' injury or resolve a real-world dispute—it would merely declare the judiciary's position on a legal question.

4. Subject Matter Jurisdiction

a) *Braxton Mins. III, LLC v. Bauer*, 735 S.W.3d 688 (Tex. May 15, 2026) [24-0438]

This appeal concerns whether a Texas court has jurisdiction over a suit seeking to compel defendants to convey mineral rights to properties located in another state.

Texans Bauer and Ashburn formed a company called BM2. Bauer, Ashburn, and EnerQuest formed an Oklahoma company called BM3. The parties agreed that BM3 would acquire mineral interests in Appalachia and that certain mineral rights held by BM2 would be conveyed to BM3. BM3 sued Bauer and BM2 in Texas, claiming that certain deeds purchased by BM3 incorrectly identified the grantee as BM2 instead of BM3. The trial court granted summary judgment for BM3, ordering Bauer and BM2 to perform their contractual obligations, convey the disputed mineral rights and related royalties, and reform the incorrect deeds. The court of appeals reversed, holding that the gist or gravamen of the claim involved disputed ownership of foreign real property, a dispute over which a Texas court lacks jurisdiction.

The Supreme Court reversed. It reasoned that even though a Texas court lacks jurisdiction to render an *in rem* judgment establishing title to real property, the trial court had jurisdiction here because the suit sought an *in personam* judgment adjudicating the parties' rights against each other under an agreement. The Court concluded that a suit binding a defendant to his legal obligation to convey out-of-state property is *in personam* and within a Texas court's jurisdiction. The Court disapproved of caselaw following a rule that turns on whether the gist or gravamen of the claim involves adjudication of title to foreign real estate.

P. MEDICAL LIABILITY

1. Statute of Limitations

a) *Aldaco v. Wood*, 740 S.W.3d 521 (Tex. June 26, 2026) [24-1069]

The issue in this case is whether Aldaco's claims were time-barred by the statute of limitations in the Texas Medical Liability Act.

To schedule an elective double mastectomy, Aldaco needed a letter from a practitioner recommending her for the surgery. She requested the letter from her therapist, Wood, who agreed. Aldaco underwent the surgery and experienced post-surgical complications that required emergency medical care. She sued the providers that made the surgery possible, including Wood. Aldaco claimed that Wood committed negligence and fraud during her therapy and that she departed from the standard of care when signing the letter. Wood sought summary judgment under the TMLA's two-year statute of limitations, and the trial court granted their motion. The court of appeals affirmed.

The Supreme Court reversed. In an opinion by Justice Sullivan, the Court held that Aldaco's claims were timely under the TMLA. The Court noted that the statute of limitations lists several potential triggering events, so Aldaco's claims were timely if they were filed within two years of any of those options. One of the triggering events is the completion of treatment, and the Court concluded that Aldaco's care was "completed" when Wood terminated her psychotherapy after she failed to pay a no-show fee. The Court held that Aldaco's claims were timely because she gave pre-suit

notice to Wood within two years of the completion of treatment.

Justice Sullivan, writing for a four-justice plurality, would have also held that Aldaco's claims were timely under another triggering event: "the occurrence of the breach or tort." Contrary to the court of appeals' holding that Aldaco's receipt of Wood's letter constituted "the occurrence of the . . . tort," he would hold that the signing of the letter was the *act* that gave rise to the claim, not the tort. He explained that, had Aldaco sued after receiving Wood's letter but before undergoing the surgery, her claims of negligence and fraud would have failed as a matter of law because a tort had not yet occurred. He would have held that the surgery is what injured Aldaco and so marked "the occurrence of the . . . tort," triggering the statute of limitations.

Justice Young concurred, noting that the end of the counselor–patient relationship, not the surgery, was the critical moment for limitations purposes. He also emphasized that any changes to the statute should come from the Legislature rather than the judiciary.

Q. MUNICIPAL LAW

1. Authority

a) *River Creek Dev. Corp. v. Preston Hollow Cap., LLC*, 739 S.W.3d 825 (Tex. June 12, 2026) [24-1070]

This case addresses whether certain public financing transactions are void because a local government corporation failed to submit the agreements for the Attorney General's review or violated the Public Improvement District Assessment Act.

The City of Hutto created River Creek Development Corporation to finance improvements to a Public Improvement District around its city hall. As part of the multi-step financing transaction, River Creek borrowed $17.4 million from an out-of-state conduit bond issuer under a loan agreement and promissory note, used the funds to purchase the improvements, and sold the improvements to the City under an installment sales contract. The Transportation Code says that a local government corporation "shall submit" such a note and its supporting contracts to the Attorney General for examination. River Creek did not do so, but the transaction went forward.

After spending most of the money, the City and River Creek sued Preston Hollow, the current bondholder, arguing that the transaction was void because River Creek did not submit the documents to the Attorney General. They also argued that the transaction violated the PID Act's requirement that certain bonds be issued by an entity of the State of Texas. Preston Hollow brought counterclaims, seeking declarations that the documents were enforceable and did not have to be submitted to the Attorney General. The trial court granted summary judgment in favor of Preston Hollow, and the court of appeals affirmed.

The Supreme Court affirmed. In an opinion by Justice Busby, the Court concluded that although the Transportation Code required River Creek to submit the promissory note and its supporting contracts to the Attorney General, its failure to do so did not render the transaction void. The Court also

held that the installment-sale transaction complied with the PID Act, so its Texas-issuer requirement did not apply.

Justice Hawkins concurred in the judgment, observing that one necessary consequence of the failure to submit agreements to the Attorney General may be that they are presumptively unlawful and emphasizing that the Court's interpretation of the PID act recognizes a loophole in the Texas-issuer requirement.

R. NEGLIGENCE

1. Duty

a) *In re Home Depot U.S.A., Inc.*, 735 S.W.3d 719 (Tex. May 15, 2026) [25-0317]

The issue in this original proceeding is whether a motor carrier's customer owed a duty of care to a motorist killed in a collision with the carrier's tractor-trailer.

Werner Enterprises is a federally regulated nationwide commercial carrier. A Werner truck was hauling Home Depot's freight when the driver allegedly ran a red light and fatally struck a motorcyclist. In a wrongful-death and survival action, the decedent's parents and estate alleged that Home Depot negligently selected Werner to transport its goods. Home Depot filed a Rule 91a motion to dismiss, asserting that the plaintiffs' negligence claims fail as a matter of law because a mere shipper of goods owes no duty to third-party motorists under the pleaded facts. The trial court denied the motion, and the court of appeals summarily denied mandamus relief.

The Supreme Court conditionally granted mandamus relief directing the dismissal of the plaintiffs' claims against Home Depot. The Court held that Texas law generally imposes no duty on a passive shipper of goods to prevent the negligence of an independent, federally regulated motor carrier operating on public roadways. In so holding, the Court distinguished precedent recognizing a shipper's duty of care when the shipper has engaged in affirmative acts that create a danger on a public road. No such facts were alleged here; as pleaded, Home Depot's goods were onboard but uninvolved in the accident.

2. Premises Liability

a) *H-E-B, LP v. Peterson*, 732 S.W.3d 541 (Tex. Apr. 10, 2026) [24-0310]

At issue in this slip-and-fall case is whether evidence of earlier water leaks in a grocery store created a fact question as to whether the store owner had constructive knowledge of a puddle on the floor.

Marissa Peterson slipped on a clear liquid in the toy aisle of an HEB store about two hours after it rained. She sued HEB for premises liability. HEB moved for summary judgment, arguing that no evidence demonstrated it had actual or constructive knowledge of the puddle before Peterson's fall. In response, Peterson relied on evidence of numerous roof leaks throughout the store in the year before her fall. She also presented evidence that she saw water dripping from a ceiling rafter after she fell and that no HEB employees had walked down the toy aisle in the two hours before her fall despite the store's heightened inspection protocol after rainstorms. The trial court

granted summary judgment for HEB, but the court of appeals reversed.

The Supreme Court reversed the court of appeals' judgment and reinstated the trial court's summary judgment. The Court held that evidence of earlier roof leaks in other parts of the store was not probative of HEB's constructive knowledge of the toy aisle puddle because the leaks occurred outside the vicinity of the puddle and were not temporally related to the time and place of Peterson's injury. The Court further held that HEB was entitled to summary judgment because no other evidence, including the expert testimony the court of appeals found admissible, showed the duration of the puddle's existence before Peterson's fall. The Court concluded that without temporal evidence indicating that the dangerous condition existed long enough for a reasonable premises owner to have discovered it, HEB could not be charged with constructive knowledge.

b) *JMI Contractors, LLC v. Medellin*, 738 S.W.3d 775 (Tex. June 26, 2026) [24-0846]

At issue in this case is whether an independent contractor bringing a premises liability claim can avail himself of the necessary-use exception to the general rule that there is no duty to make safe open and obvious dangers.

Medellin was working as an independent contractor on an apartment roof when he fell backwards off the unprotected edge and sustained significant injuries. Medellin sued the general contractor, JMI, alleging theories of both general negligence and premises liability. Medellin argued that the unprotected roof's edge presented an unreasonably dangerous condition on the premises.

The jury returned a verdict for Medellin. The trial court rendered judgment on the jury's verdict, and the court of appeals affirmed.

The Supreme Court reversed. In an opinion by Justice Hawkins, the Court held that independent contractors cannot make use of the necessary-use exception to the general rule that there is no duty to make safe open and obvious dangers. The Court explained that independent contractors are uniquely positioned to avoid obvious premises defects—unlike typical invitees, they have specialized skills and are often hired for projects that require that expertise. The Court further noted that independent contractors are expected to use that expertise, take account of any obvious premises defects, and make their own judgment calls about what work they perform, the safest way to conduct their work, and what equipment to use in doing the work.

The Court also held that Medellin's general negligence claim failed because the gravamen of his complaint sounded in a theory of nonfeasance as opposed to malfeasance. The Court concluded that there was nothing tying the general contractor to specific injury-causing activity and that Medellin failed to establish that JMI fully controlled his safety and thereby increased the danger.

Justice Busby concurred, explaining his view of additional duties that premises owners or occupiers may owe when they retain control over their independent contractors.

S. OIL AND GAS

1. Deed Construction

a) *Clifton v. Johnson*, 733 S.W.3d 16 (Tex. Mar. 13, 2026) [23-0671]

The issues in this case are how to interpret a double fraction in an oil-and-gas deed and whether the presumed-grant doctrine applies.

A deed executed in 1951 granted "an undivided one-one hundred and twenty-eighth (1/128) interest" in oil and other minerals. It also granted "a 1/128 (1/16 of the usual 1/8 royalty) part of all of the oil, gas and other minerals taken and saved" under future leases. From 1951 to 2020, the original grantors and grantees, along with their successors-in-interest, agreed that the deed had conveyed a fixed 1/128 royalty. In 2020, Johnson sued the Cliftons, arguing that the deed actually provided for a floating 1/16 nonparticipatory royalty interest. The parties filed cross-motions for summary judgment. The trial court denied Johnson's motion for summary judgment and granted the Cliftons' motion.

While Johnson's appeal was pending, the Supreme Court decided *Van Dyke v. Navigator Group*, 668 S.W.3d 353 (Tex. 2023). *Van Dyke* addressed both double fractions and the presumed-grant doctrine. In Johnson's appeal, the court of appeals held that Johnson is entitled to a floating 1/16 royalty, rather than the fixed 1/128 royalty that had previously been received. The court declined to consider the Cliftons' arguments regarding the presumed-grant doctrine because the Cliftons had not raised that issue in the trial court.

The Supreme Court reversed. It held that the *Van Dyke* presumption applies but was rebutted. The Court concluded the deed's plain language showed that the parties used the fraction "1/8" in its ordinary arithmetical sense, not as a term of art, so the trial court was correct that Johnson is entitled only to a fixed 1/128 royalty. The Court reiterated its explanation from *Van Dyke* that the presumed-grant doctrine is akin to adverse possession and is not a tool for deed interpretation. Because, as in *Van Dyke*, applying the doctrine here could only lead to the same result as accurately construing the deed, the Court held it did not have to formally resolve the presumed-grant dispute to reinstate the trial court's summary judgment in the Cliftons' favor.

2. Royalty Payments

a) *Fasken Oil & Ranch, Ltd. v. Puig*, 733 S.W.3d 25 (Tex. Apr. 10, 2026) [24-1033]

This case concerns whether cost-free language in an oil and gas royalty agreement includes postproduction costs incurred to prepare the minerals for sale downstream from the well.

The Puigs' predecessor reserved "an undivided one-sixteenth (1/16) of all . . . minerals . . . in, to and under or that may be produced from the above described acreage, to be paid or delivered to Grantor . . . free of cost forever." Fasken operated wells on the relevant leaseholds. In paying the Puigs' royalty, Fasken historically deducted postproduction costs to calculate the market value of raw gas produced at the

wellhead, and in turn, the royalty owed.

In 2021, the Puigs sued Fasken for breach of the royalty agreement. Relying on the deed's "free of cost forever" language, the Puigs sought a declaration that their royalty is free of both production and postproduction costs, meaning it must be calculated based on a downstream sales price. Fasken sought a declaration that the royalty bears postproduction costs because it is based on raw minerals "produced from the above described acreage"; that is, market value at the wellhead. On cross-motions, the trial court granted partial summary judgment for the Puigs but certified an interlocutory appeal on whether the deed's "free of cost forever" language applies to postproduction costs. The court of appeals affirmed.

The Supreme Court reversed. The Court held that the agreement gave the Puigs a non-participating royalty in raw minerals produced at the well that bears its usual share of postproduction costs. The Court concluded that in the absence of language calling for a royalty on the sales price for enhanced minerals downstream, the deed's "produced from the above-described acreage" language reserved a royalty based on the market value of unprocessed minerals at the point of production—the wellhead. The Court explained that the "free of cost forever" language refers to production costs; it does not relieve the royalty of postproduction costs incurred to transform the raw minerals into a downstream sales product.

T. PROBATE: WILLS, TRUSTS, ESTATES, AND GUARDIANSHIPS

1. Will Contests

a) *In re Est. of Wheatfall*, 729 S.W.3d 788 (Tex. Feb. 13, 2026) (per curiam) [24-0778]

The issue in this case is whether the trial court's order admitting a will to probate is final and appealable.

Wheatfall filed an application for letters of administration of his deceased father's estate, and DeBose, the decedent's granddaughter, filed a competing application to probate a will allegedly executed by the decedent. On September 5, 2019, after the trial court held a hearing on the applications but before the court ruled on them, Wheatfall filed a will contest in which he asserted additional objections to the probate of the will. The trial court then issued an order admitting the will to probate and overruling all objections to the probate of the will asserted through September 4, 2019.

Over two years later, at a status conference regarding Wheatfall's will contest, DeBose argued that the trial court's order admitting the will to probate had disposed of the contest and constituted a final order that Wheatfall failed to timely appeal. The trial court agreed with DeBose and dismissed the contest. The court of appeals dismissed Wheatfall's appeal for lack of jurisdiction. It held that the appeal was untimely because the trial court's order admitting the will to probate had resolved all issues raised in the will contest, making the order final and appealable.

The Supreme Court reversed. The Court first recognized that an

order is final in the probate context for purposes of appeal if it actually disposes of every party and issue in a particular phase of the proceedings. The Court then held that the order admitting the will to probate did not do so because (1) the order expressly did not resolve any objections asserted after September 4, 2019, and thus did not express an unequivocal intent to dispose of all issues related to the will's validity; and (2) the record confirmed that Wheatfall asserted objections after September 4, which the order left pending. The Court remanded to the court of appeals to address the merits of Wheatfall's appeal of the dismissal order.

U. PROCEDURE—APPELLATE

1. Interlocutory Appeal Jurisdiction

a) *Conduent State Healthcare, LLC v. M&M Orthodontics, PA*, ___ S.W.3d ___, 2026 WL 3030784 (Tex. Oct. 9, 2026) [24-0802]

The issue in this case is whether the court of appeals had jurisdiction over a private government contractor's interlocutory appeal from the denial of its plea to the jurisdiction.

The Texas Health and Human Services Commission contracted with Conduent to review prior-authorization requests for orthodontic services under the Medicaid program. The State later sued Conduent for Medicaid fraud, alleging that it had rubber-stamped dentists' requests, and Conduent settled. In a separate case, the State brought similar claims against the Malones (two dentists and their orthodontic practice), who also settled. The Malones also sued Conduent and the State, alleging that Conduent injured them by approving their requests without rigorously reviewing for medical necessity. The trial court granted the State's plea to the jurisdiction but denied Conduent's, which invoked derivative sovereign immunity and the Tort Claims Act's election-of-remedies provision. Conduent filed an interlocutory appeal. A divided court of appeals affirmed.

The Supreme Court vacated the court of appeals' judgment and remanded to the trial court. The Court held that the court of appeals lacked jurisdiction. Section 51.014(a)(8) of the Civil Practice and Remedies Code allows a person to appeal an interlocutory order that grants or denies a plea to the jurisdiction filed by "a governmental unit." The Court reasoned that Conduent, as a governmental *contractor*, is not a governmental unit. The Court concluded that, although it has treated some private entities as governmental units if their status and authority derive from a statute, Conduent's status and authority, to the extent it has any, derive only from its contract with HHSC.

The Court held that Section 51.014(a)(5) does not provide jurisdiction either. That provision allows an interlocutory appeal of the denial of a summary judgment motion "based on an assertion of immunity by an individual who is an officer or employee of the state." The Court concluded that "individual" ordinarily means a natural person, so a company like Conduent does not qualify.

b) *Paxton v. City of Austin*, 741 S.W.3d 109 (Tex. May 22, 2026) [24-1078]

This case concerns whether the State can bring an interlocutory appeal of a trial court's refusal to rule on a plea to the jurisdiction.

The City of Austin approved a light rail plan and formed Austin Transit Partnership to implement the plan. The City and ATP filed a petition under the Expedited Declaratory Judgment Act seeking declarations that they could assess taxes and issue bonds for the project. The Attorney General, under its statutory right to participate in EDJA cases, filed a plea to the jurisdiction arguing that neither the City nor ATP qualifies as an "issuer" under the EDJA. ATP urged the trial court to take the jurisdictional plea under advisement because ruling on it could trigger an interlocutory appeal and automatic stay under the Civil Practice and Remedies Code. The court took the plea under advisement. It called the case to trial, stating that it was not explicitly or implicitly ruling on the plea. The Attorney General noticed an interlocutory appeal, arguing that the trial court had implicitly denied the jurisdictional plea by calling the case to trial. The court of appeals dismissed the appeal, concluding there was no appealable order.

The Supreme Court held that the trial court had not made an order that "grants or denies a plea to the jurisdiction" and thus there was no basis for an interlocutory appeal under the statute. However, the Court recognized that it could treat the petition for review as one for mandamus relief. The Court held that the trial court abused its discretion by refusing to rule on the State's jurisdictional argument because a trial court is obliged to address its jurisdiction before proceeding to the merits. The Court concluded that the trial court's refusal to rule on the jurisdictional plea deprived the State of its procedural right to an interlocutory appeal. The Court directed the trial court to rule on the plea to the jurisdiction.

2. Permissive Interlocutory Appeals

a) *Boren Descendants v. Fasken Oil & Ranch, Ltd.*, 741 S.W.3d 135 (Tex. Apr. 24, 2026) (per curiam) [25-0010, 25-0012]

The issues in this case are how to interpret a double fraction in an oil-and-gas deed, whether the court of appeals had jurisdiction to consider the presumed-grant doctrine in a permissive appeal, and whether the presumed-grant doctrine applies.

Under a 1933 deed, Fasken holds a reserved "undivided one-fourth (1/4th) of the usual one eighth (1/8th) royalty in and to all oil, gas and other minerals in, to, and under or that may at any time hereafter be produced from" certain lands. For about 85 years, the parties to the deed and their successors treated the instrument as reserving a fixed 1/32 royalty interest. In 2019, Fasken filed suit and alleged that the deed actually reserved a floating 1/4 royalty interest. The trial court granted partial summary judgment in Fasken's favor and authorized a permissive appeal. The court of appeals affirmed in part, reversed in part, and held that it lacked jurisdiction to consider the presumed-grant doctrine

because the trial court did not specifically identify that doctrine in its order certifying a permissive appeal.

The Supreme Court held that the court of appeals had jurisdiction to consider the presumed-grant doctrine. The Court concluded that doctrine was fairly included in the issues certified for a permissive appeal and was also closely tied to the issue of deed construction. The Court therefore reversed and remanded the case to the court of appeals for further proceedings. The Court further noted that its recent decision in *Clifton v. Johnson*, 733 S.W.3d 16 (Tex. 2026), clarified the law regarding double fractions and the presumed-grant doctrine and that the parties may argue the effect of *Clifton* to the court of appeals on remand.

b) *Helena Chem. Co. v. Bales*, 735 S.W.3d 728 (Tex. May 15, 2026) (per curiam) [25-0812]

At issue in this case is whether the statutory requirements for a permissive interlocutory appeal were met.

A group of farmers claimed that Helena Chemical Company damaged their crops through the aerial application of herbicide. The Court previously decided a case with similar facts but different farmers, concluding that the farmers' experts raised no genuine issue of material fact to survive summary judgment. Helena argued that the farmers in this case offered the same expert testimony to prove the same claims. It therefore moved to strike the expert opinions and for a no-evidence summary judgment, arguing that the Court's precedent controlled. The trial court denied the motion for summary judgment, but it gave Helena permission to appeal on the question of whether the Court's precedent dictated that the testimony was unreliable as a matter of law.

The court of appeals denied permission to appeal. It reasoned that there is no "substantial ground for difference of opinion" on the controlling question of law, as required by the permissive appeal statute, when, as Helena argues, precedent directs the outcome. Helena petitioned the Court for review.

The Supreme Court reversed and remanded the case with directions to accept the permissive appeal. The Court held that the statute is satisfied when there is a substantial ground for concluding that a trial-court ruling is at odds with binding precedent. The Court concluded that in each case where an interlocutory appeal is permitted, the trial court will have answered some "controlling question of law," and the trial court's answer should be treated as the product of a fair-minded jurist and used as the baseline for assessing whether there exists "a substantial ground for difference of opinion." When, as in this case, the trial court comes to a conclusion that it might have acted contrary to controlling precedent, the Court concluded that the appellate court should take it at its word. Under such circumstances, the Court held there is a substantial ground for concluding that the trial court's answer is at odds with binding precedent and the statute is satisfied.

c) *McKesson Med.-Surgical Inc. v. Cleveland*, 738 S.W.3d 794 (Tex. June 26, 2026) (per curiam) [26-0005]

This case asks whether the requirements for a permissive interlocutory appeal were satisfied.

Jenifer Cleveland died after receiving an infusion containing TPN electrolytes at a medical spa. Her family sued McKesson, a distributor, for negligently selling the electrolytes to the spa's owner. McKesson moved to dismiss based on a statute that protects nonmanufacturing sellers from liability for harm caused by a product. Plaintiffs responded that the statute applies only in products liability actions, which they assert they did not plead. The trial court denied McKesson's motion but granted permission to appeal the question of the statute's applicability.

The court of appeals denied McKesson's petition for permissive appeal, concluding that it failed to show "a substantial ground for difference of opinion" regarding the controlling legal question. The court noted that the only appellate court to address the statutory question held that it was limited to products liability actions.

The Supreme Court reversed and directed the court of appeals to accept the appeal. The Court held that "a substantial ground for difference of opinion" existed on the statutory-construction question because the Supreme Court had not addressed it and competing reasonable interpretations exist. The Court also held that McKesson satisfied the requirement that an immediate appeal "may materially advance the ultimate termination of the litigation" because an answer in McKesson's favor would likely result in its dismissal.

3. Remand in the Interest of Justice

a) *Valk v. Copper Creek Distribs., Inc.*, 733 S.W.3d 9 (Tex. Apr. 17, 2026) [24-0516]

At issue in this case is whether the court of appeals erred when it remanded for a new trial based on jury-charge error despite the presence of other, unaddressed rendition points.

Ron Valk d/b/a Platinum Construction sued Copper Creek Distributors and others based on an alleged labor-theft scheme. Following a jury verdict and judgment for Platinum, Copper Creek appealed and raised several issues, including some that, if meritorious, would have entitled Copper Creek to rendition of judgment. The court of appeals considered only one issue: whether the trial court erred by giving a spoliation instruction. The court reversed and remanded for a new trial in the interest of justice, reasoning that the erroneous instruction prevented full development and presentation of the evidence.

The Supreme Court reversed and remanded the case to the court of appeals. The Court held that remanding for a new trial without first considering appellate issues that might result in rendition was improper. The Court explained that, while there are circumstances in which a remand for further development or in the interest of justice is appropriate instead of rendition, those are cases where the governing law changed during the life of the case or where the trial court's error precluded a party from presenting a

necessary aspect of its case. The Court concluded there was no change in the law, and this record did not suggest that the instruction precluded presentation or development of the evidence, so the court of appeals could have rendered a judgment if it had determined that the rendition points were meritorious. The Court also noted that the court of appeals' failure to first consider the rendition points erroneously limited its harm analysis.

4. Supersedeas Bonds

a) *In re Greystar Dev. & Constr., L.P.*, 741 S.W.3d 32 (Tex. May 22, 2026) [24-0293]

At issue in this original proceeding is whether the Civil Practice and Remedies Code caps the amount of supersedeas security on a per-judgment or per-debtor basis.

Three Greystar Entities filed a $25 million joint supersedeas bond seeking to suspend execution of an adverse money judgment during their appeal of the judgment. The trial court ordered that the bond was insufficient as to two of them after determining that the statutory $25 million cap on the amount of security applied to each judgment debtor seeking to supersede the judgment. The court of appeals affirmed the order. The Greystar Entities petitioned the Supreme Court for a writ of mandamus.

In an opinion authored by Justice Busby, the Supreme Court held that the $25 million cap on the "amount of security" applies per debtor because "security" is defined by statute as "a bond or deposit posted . . . by a judgment debtor." The Court concluded that this language sets a cap on the amount of a bond posted by a debtor, not on the amount of security for a money judgment. The Court thus concluded that the trial court did not abuse its discretion in ruling the joint bond insufficient as to two of the three Greystar Entities, but the Court conditionally granted mandamus relief and directed the trial court to provide a reasonable time to post sufficient bonds.

Justice Huddle filed an opinion dissenting in part and would have applied the cap on a per-bond basis and held the $25 million joint bond sufficient as to all three Greystar Entities.

5. Temporary Orders

a) *In re Paxton*, 727 S.W.3d 490 (Tex. Dec. 22, 2025) (per curiam) [25-0641]

In this case, the issue is whether appellate courts must decide whether a party is likely to succeed on the merits before issuing injunctive relief under Texas Rule of Appellate Procedure 29.3.

The Attorney General issued administrative rules imposing reporting requirements on local prosecutors. A group of counties and prosecutors sued, and the trial court temporarily enjoined the rules' enforcement. The Attorney General appealed, which automatically superseded the injunction. But the court of appeals issued an order under Rule 29.3 leaving the injunction in place as to the named parties. The Attorney General sought mandamus relief, arguing that the court of appeals' order was an abuse of discretion.

The Supreme Court conditionally granted relief. The Court reiterated that appellate courts must determine whether the party seeking a stay

under Rule 29.3 is likely to succeed on the merits. It concluded that the court of appeals erred by granting the stay without considering the merits despite the complexity of the issues and the court's limited time to determine who was likely to succeed on the merits. The Court directed the court of appeals to evaluate the merits and determine whether a Rule 29.3 stay was warranted.

In a concurring opinion, Justice Bland observed that, in addition to evaluating the likelihood of success on the merits, appellate courts considering a Rule 29.3 stay must also evaluate the balance of harms associated with the requested relief and must have a reasonable time to determine if relief is warranted.

6. Waiver

a) *1 Coventry Ct., LLC v. The Downs of Hillcrest Residential Ass'n*, 728 S.W.3d 711 (Tex. Jan. 9, 2026) (per curiam) [24-1047]

At issue in this case is whether a party waived its appellate rights by signing a settlement agreement, which the party claims is invalid.

1 Coventry Court, LLC sued The Downs of Hillcrest Residential Association over a dispute about a fence. Moments before trial, the parties executed a written document that included a provision stating that the parties would "execute a full and final settlement agreement."

After two months, the parties had not signed a final settlement agreement. The trial court entered judgment incorporating the pretrial agreement and ordered the parties to sign a final settlement agreement. Both parties proposed agreements, and each side refused to sign the other's agreement. The Association moved to hold Coventry in contempt, asserting that Coventry disobeyed the trial court's judgment by refusing to sign the Association's version of the agreement. The trial court held Coventry in contempt and ordered it to sign the Association's drafted settlement agreement. Coventry signed the agreement and appealed. The court of appeals dismissed Coventry's appeal, holding that Coventry relinquished its right to appeal by executing the final settlement agreement.

The Supreme Court reversed, holding that the court of appeals erred by accepting the settlement agreement at face value and treating its appellate waiver as conclusive. Because Coventry contested the validity of the settlement agreement that purported to waive its appellate rights, the court of appeals had an obligation to review the record to ascertain whether there was a valid waiver. The Supreme Court remanded the case to the court of appeals for further proceedings.

V. PROCEDURE—PRETRIAL

1. Certificates of Merit

a) *Studio E. Architecture & Interiors, Inc. v. Lehmberg*, 741 S.W.3d 67 (Tex. May 29, 2026) [24-0286]

This case concerns whether a plaintiff may reassert claims dismissed without prejudice for failure to attach a certificate of merit through amendment or only in a new lawsuit.

Lehmberg sued Studio E. and other defendants for claims related to

home renovation work. Studio E. moved to dismiss the claims against it because Lehmberg did not file a certificate of merit with her original petition. The trial court denied the motion, but the court of appeals reversed and dismissed the claims against Studio E. On remand, the trial court concluded that Lehmberg's claims should be dismissed without prejudice.

Lehmberg filed an amended petition reasserting the same claims with a certificate of merit. Studio E. again moved to dismiss, arguing that Lehmberg must file her claims with a certificate of merit in a new lawsuit. The trial court denied the motion, and the court of appeals affirmed.

The Supreme Court also affirmed. In an opinion by Justice Huddle, the Court explained that, although the statute requires filing a certificate of merit with the first pleading asserting claims against a defendant covered by the statute, a dismissal without prejudice places the parties in the position they were in before the suit was brought. The Court therefore held that Lehmberg's claims could be reasserted in an amended petition, according to the ordinary rules, as if they were brought for the first time. The Court reserved for the trial court the question of whether Lehmberg's amended petition relates back to her original petition for limitations purposes.

Justice Hawkins filed a concurring opinion, concluding that the Court's interpretation best harmonizes the statute with baseline procedural rules, and noting that the statute's lack of a clear time limit for filing a motion to dismiss invites gamesmanship.

Justice Sullivan filed a dissenting opinion. He would have held that, because the statute requires that the certificate of merit be filed with the first petition asserting claims against a covered defendant, Lehmberg was required to file the requisite certificate attached to the first pleading in a new cause.

2. Discovery

a) *4 Fams. of Hobby, LLC v. City of Houston*, 730 S.W.3d 641 (Tex. Jan. 9, 2026) (per curiam) [24-0796]

The issue in this case is whether Pappas is entitled to jurisdictional discovery in its challenge to the City of Houston's concessions contract with Areas for the Houston Hobby Airport.

Pappas previously oversaw concessions at the airport for over twenty years, pursuant to a contract with the City. The City solicited bids for a new airport concessions contract and awarded the contract to Areas. The City and Areas entered a contract making Areas the concessionaire at Hobby Airport. Pappas sued the City, seeking a declaration that the Areas contract was void because the City failed to comply with the competitive bidding procedures in Chapter 252 of the Texas Local Government Code.

The City filed a plea to the jurisdiction, arguing that the governmental immunity waiver in Chapter 252 does not apply because the contract does not require expenditures of more than $50,000 by the City. The trial court denied the City's plea. The court of appeals reversed and dismissed Pappas's Chapter 252 claim.

The Supreme Court reversed and remanded the case to the trial

court for jurisdictional discovery. The Court held that Pappas is entitled to jurisdictional discovery because the contract could reasonably be read to require expenditures by the City of more than $50,000, depending on the facts. Jurisdictional discovery is therefore necessary for Pappas to have an opportunity to establish a genuine issue of material fact regarding whether the contract requires city expenditures in excess of $50,000 and thus triggers an immunity waiver under Chapter 252.

b) *In re Bosco*, ___ S.W.3d ___, 2026 WL 3263684 (Tex. Oct. 30, 2026) [25-0421]

The issue is whether the trial court abused its discretion by compelling discovery authorizing an inspection of a homestead.

Pamela Bosco owns a 14-acre homestead on which she keeps animals and fowl. Her neighbors James and Carolyn Bierschwale sued her for violating deed restrictions limiting the number and types of animals permitted on her property and regulating the location of animal structures. After serving interrogatories and requests for production, the Bierschwales sought to inspect her entire property (excluding her residence), measure the structures, and document the animals. Bosco objected on proportionality grounds and presented evidence that she had already supplied the requested information through her discovery responses and deposition. The trial court compelled the homestead inspection, and the court of appeals summarily denied Bosco's petition for writ of mandamus.

The Supreme Court conditionally granted mandamus relief. The Court first recognized that the burden of a homestead inspection is substantial: compelled entry implicates interests the law has long afforded special protection, including the right to exclude others from one's property and the sanctity and privacy of the home. That burden was especially difficult to justify here because the Bierschwales neither disputed that less burdensome discovery methods had already obtained—or could readily produce—the information they sought nor challenged Bosco's discovery responses providing it. Given the circumstances of the case, the Court held that the marginal benefit of verifying information already obtained did not outweigh the intrusion of the homestead inspection.

3. Summary Judgment

a) *Crane v. Crane*, 738 S.W.3d 814 (Tex. June 26, 2026) (per curiam) [25-0386]

This case asks whether a motion for no-evidence summary judgment adequately identified the elements of a claim lacking evidence.

Sasha Crane sued Robert Crane, her neighbor and father-in-law, for declaratory and injunctive relief to halt construction on a fence between their properties. Sasha alleged that the fence would interfere with her use and enjoyment of an express easement once completed. Nine months later, Robert filed a motion for no-evidence summary judgment arguing that Sasha had no evidence of an easement or that his fence "crosses any easement" belonging to her. The trial court granted Robert's motion, rendered judgment that Sasha

take nothing, and awarded Robert attorney's fees. Sasha appealed, and the court of appeals reversed and held that Robert's motion failed to specify that there was no evidence of interference with Sasha's use and enjoyment of her easement.

The Supreme Court reversed the court of appeals' judgment and reinstated the trial court's judgment. The Court held that Robert's motion sufficiently put Sasha on notice of challenges to the elements of her declaratory action and request for injunctive relief alleging that Robert's fence interfered with her use and enjoyment of an express easement. The Court further held that the evidence filed with Sasha's response to Robert's motion supported only that Sasha still has a right to use and enjoy an express easement and did not establish an issue of material fact whether Robert interfered with her use and enjoyment.

b) *Kuo v. Regions Bank*, 722 S.W.3d 15 (Tex. Oct. 10, 2025) (per curiam) [24-1039]

In this appeal of a summary judgment, the issue is whether the court of appeals erred in refusing to address the merits of issues Petitioners raised.

Regions Bank made loans for a medical facility. Petitioners signed guaranties securing the loans. The Bank sued Petitioners to collect on the guaranties. The district court granted summary judgment for the Bank.

Petitioners raised several issues on appeal. As to three of these issues challenging the sufficiency of the evidence, the court of appeals did not reach the merits, instead ruling sua sponte that the issues were not preserved because the appellate record was missing certain documents offered in support of the Bank's summary judgment motion. Petitioners and the Bank agreed that even though the documents were not attached to the relevant summary judgment motion, they had been filed multiple times in the voluminous record and referenced several times in various pleadings, including previously filed summary judgment motions.

The Supreme Court reversed the court of appeals' judgment and remanded the case to that court. Under Texas Rule of Civil Procedure 166a(c), the trial court can consider evidence "on file" at the time of the summary judgment hearing. The evidence does not have to be physically attached to the motion. The court of appeals therefore should have reached the merits of Petitioners' evidentiary challenges. If that court was uncertain as to whether documents attached to one pleading were equally applicable to the motion under review, it could have asked the parties to clear up the uncertainty instead of sua sponte finding a forfeiture that was not urged by the Bank.

W. PROCEDURE—TRIAL AND POST-TRIAL

1. Default Judgments

a) *Shamrock Enters., LLC v. Top Notch Movers, LLC*, 728 S.W.3d 693 (Tex. Jan. 16, 2026) [24-0581]

This restricted appeal challenges a no-answer default judgment based on defective service of process.

Texas-based Top Notch Movers sued Alabama-based Shamrock Enterprises for failing to pay for moving

services provided in Alabama and Louisiana. Top Notch requested substituted service of process on the Texas Secretary of State under the Business Organizations Code, alleging Shamrock failed to maintain a registered agent for service in Texas. Top Notch's filings identified the address in the citation as Shamrock's "principal office" and "last known address." The Secretary certified he forwarded service to Shamrock at that address but it was returned with the notation "Return to Sender, Vacant, Unable to Forward." Shamrock never appeared, and the default judgment, which was mailed to Shamrock at the same address, was similarly returned as undeliverable. On restricted appeal, the court of appeals affirmed, finding no error apparent on the face of the record.

The Supreme Court unanimously reversed and vacated the judgment. Without deciding whether Shamrock was amenable to substituted service under the cited statute, the Court held that the default judgment was improper because the record did not reflect that process was forwarded to the address the statute required—the defendant's "most recent address on file with the secretary of state." The Secretary's certification was conclusive only as to the facts stated therein. The lower courts erred in presuming the forwarding address was the one the statute required when nothing in the record or certification indicated that it was. No presumptions in favor of valid service are entertained following a no-answer default judgment.

Chief Justice Blacklock wrote separately to note that the default judgment would also be improper even if the statute had been followed. Top Notch knew the service address was ineffective and had other contact information for Shamrock, but the record did not indicate Top Notch took any steps to notify Shamrock about the lawsuit after the initial service effort failed. If it were necessary to reach the issue, he would hold that our Constitutions prohibit rendition of a default judgment when the plaintiff could have taken further reasonable and nonburdensome steps to provide actual notice of a lawsuit but failed to do so.

b) *Tabakman v. Tabakman*, 728 S.W.3d 703 (Tex. Dec. 5, 2025) (per curiam) [24-0919]

In this default divorce case, the issue is whether the wife is entitled to a new trial under the *Craddock* test.

The husband sued for divorce, and after multiple unsuccessful service attempts, the trial court authorized alternative service. The process server then posted the divorce papers on the door of the wife's temporary abode. But the wife failed to timely answer, and the trial court orally rendered a default judgment. Before the trial court signed the default divorce decree, the wife filed an answer and a motion for a new trial. The trial court nevertheless signed the decree and denied the new-trial motion. The court of appeals affirmed, concluding that the wife did not satisfy the first *Craddock* element to establish that she was not consciously indifferent in failing to answer.

The Supreme Court reversed and remanded the case to the trial court. The Court held that the wife is entitled to a new trial because she

satisfied the three *Craddock* elements: (1) she provided a sufficient excuse with supporting evidence that she was not aware that she had been served or that the citation had been posted on the door, (2) she set up a meritorious defense for a reimbursement claim from the community estate, and (3) she established that a new trial would not cause undue delay or injury to the husband.

2. New Trial Orders

a) *In re Lapuerta*, 732 S.W.3d 548 (Tex. Apr. 10, 2026) [24-0879]

This case concerns whether the trial court erred in ordering a new trial.

Jose Torres injured his finger in a saw accident. Dr. Lapuerta treated him. Torres was later treated by another doctor who amputated the finger. Torres sued Lapuerta for malpractice. The jury was given a "loss of chance" instruction stating that the finger must have had a greater than 50% chance of survival for Lapuerta's negligence to be a proximate cause of injury. The trial court rendered judgment for Lapuerta after the jury returned a defense verdict. Torres moved for a new trial, initially referencing a letter from the lone dissenting juror. This juror thought that the jury was uncertain whether the loss of chance instruction referred to all or part of the finger. There had been a question from the jury regarding this uncertainty. The trial court granted Torres's amended motion for new trial, giving several reasons. Lapuerta unsuccessfully sought mandamus relief in the court of appeals and then sought relief in the Supreme Court.

The Court directed the trial court to vacate the new-trial order and render judgment based on the verdict. The Court first noted that the juror's letter invaded the privacy of jury deliberations and should not have been considered. Several of the reasons given for the new trial questioned whether "loss of chance" or "lost chance of survival" was recognized under Texas law at all or whether it was limited to cases where the patient died. The Court held that loss of chance is a recognized doctrine and is not limited to death cases. It also reasoned, contrary to the new-trial order, that even if an ideal instruction might have distinguished between the whole finger and the partial finger, the record did not show that the jury probably would have reached a different result with a more nuanced instruction.

X. PRODUCTS LIABILITY

1. Statute of Repose

a) *In re Bell Helicopter Servs. Inc.*, 741 S.W.3d 97 (Tex. Apr. 24, 2026) [24-0883]

This case concerns whether a federal statute of repose bars a personal-injury suit.

Matthew Kawamura died when the helicopter he was piloting crashed. His family sued the manufacturer, Bell Helicopter, alleging that the crash occurred when an engine cowling came loose. Bell sought summary judgment under the federal General Aviation Revitalization Act, which provides that no action against a manufacturer may be brought if the accident occurred more than 18 years after the manufacturer delivered the aircraft to its first purchaser. Here, the accident occurred

more than 18 years after Bell delivered the aircraft. However, GARA includes a "rolling provision" stating that if the manufacturer replaces or adds a "new" part that is "alleged to have caused" the accident, the 18-year clock restarts from the date of the replacement or addition.

The plaintiffs argued that the 18-year clock had reset under the rolling provision because the alleged defect was the helicopter manual's failure to explicitly warn in the preflight checklist that a loose cowling was dangerous. They pointed out that the manual had been revised several times during the 18-year repose period. The district court denied the summary judgment motion. The court of appeals denied mandamus relief sought by Bell.

The Supreme Court granted mandamus relief, directing the district court to grant summary judgment for Bell. The Court interpreted the rolling provision to mean that the relevant "part" is not the preflight-check subsection or manual as a whole; instead, the plaintiff must show that the revision to the manual caused the accident. Here, the manual's original preflight checklist provided that the pilot should confirm that the cowling is secured, and this provision was never revised. Because the revisions to the manual were unrelated to the accident, the Court held that Bell was entitled to summary judgment. The Court noted that a denial of summary judgment does not typically merit mandamus relief, but here, statutory language providing that no action "may be brought" weighed in favor of mandamus relief allowing a defendant to avoid litigation altogether. The Court noted that it had recognized an entitlement to mandamus relief in two recent cases where a federal statute prescribed when civil actions "may" or "may not" be brought.

Y. REAL PROPERTY

1. Easements

a) *Boerschig v. Rio Grande Elec. Coop.*, ___ S.W.3d ___, 2026 WL 1468464 (Tex. May 22, 2026) [24-0213]

In this trespass case, the parties dispute whether Rio Grande Electric Cooperative possesses an easement by estoppel over John Boerschig's land and, if so, whether Rio Grande's upgrades to the distribution line on the easement exceeded its scope.

In 1947, Rio Grande constructed an electric distribution line crossing 1.6 miles of property that Boerschig acquired in 2002. After Boerschig acquired the property, Rio Grande made improvements upgrading the distribution line to serve new customers reliably. The upgrade tripled the number of poles, increased their height by seven feet, added three more wires, and replaced the poles' wood with a fiberglass composite. Rio Grande made the upgrades in reliance on an unrecorded easement signed by the executor of the 1947 landowner's estate. Boerschig sued for trespass, seeking injunctive and declaratory relief.

A jury found that Rio Grande possessed an easement by estoppel and that Boerschig failed to establish that Rio Grande's upgrades exceeded the scope of that easement. The court of appeals affirmed, holding that legally sufficient evidence supported the trial court's judgment.

The Supreme Court reversed. In

an opinion by Justice Busby, the Court concluded that Rio Grande possesses an easement by estoppel because the unrecorded writing by the prior owner represented that an easement was conveyed, Rio Grande detrimentally relied on that representation, and Boerschig had notice of the line when he purchased the property. But the Court also held that the upgrades exceeded the scope of that easement as a matter of law. The Court explained that Rio Grande's reliance on the original landowner's representation of an easement and Boerschig's notice of the easement were both limited to the existing line. Moreover, Rio Grande produced no evidence that the upgrades were reasonably necessary to continue Rio Grande's existing use of the line.

Justice Bland dissented. She would conclude that, because Rio Grande adduced evidence that the upgrades were necessary and did not increase the landowner's burden, whether the upgrades exceeded the easement's scope was a fact question for the jury. As the jury found in favor of Rio Grande, she would affirm.

Justice Hawkins concurred, emphasizing that he disagrees with the dissent only as to whether these particular facts go so far beyond the proper confines of an easement by estoppel such that they constitute trespass as a matter of law.

Z. RES JUDICATA

1. Enforcement of Foreign Judgments

a) *Azhar v. Choudhri*, ___ S.W.3d ___, 2026 WL 2879758 (Tex. Sept. 25, 2026) (per curiam) [24-0939]

At issue is whether a Pakistani divorce judgment can be afforded comity.

Husband and Wife married in Pakistan in 2008. The couple lived in Texas for a few years and amassed over $100 million in community assets. In 2012, Wife returned to Pakistan, ostensibly to renew her visa. In 2013, while Wife was still in Pakistan, Husband initiated a *talaq* divorce proceeding by pronouncing "I divorce thee" three times. According to Wife, Husband did not inform her of the divorce. Husband published a notice of the divorce in a Pakistani newspaper five days in advance, but Wife did not see that publication.

In 2015, Wife filed for divorce in Texas and sought division of the marital property. She also challenged the validity of the 2013 divorce in a Pakistani court. In 2018, the Pakistan Supreme Court denied Wife relief. The Texas court, relying on the Pakistani proceedings, dismissed Wife's divorce proceeding for want of jurisdiction. The trial court granted comity to the Pakistani judgment, denied Wife's claim for division of the marital estate, and rendered a take-nothing judgment against her. The court of appeals affirmed.

The Supreme Court reversed the court of appeals' judgment and remanded to the trial court for further proceedings. The Court explained that Husband's purported notice of the divorce was constitutionally inadequate and therefore the Pakistani divorce judgment could not be granted comity.

AA. STATUTE OF LIMITATIONS

1. Applicability

a) *Fam. Dollar Stores of Tex., LLC v. JLMH Invs., LLC*, ___ S.W.3d ___, 2026 WL 1871092 (Tex. June 26, 2026) [24-0543]

At issue in this case is whether the two-year statute of limitations for injury to property bars JLMH's request for injunctive relief to abate an alleged nuisance.

JLMH began noticing flooding on its land around the time a Family Dollar store was constructed on adjacent property. More than two years later, JLMH sued Family Dollar, asserting that Family Dollar's diversion of water constituted a nuisance and alleging claims for trespass, negligence, and Water Code violations. JLMH requested both damages and injunctive relief to abate the alleged nuisance. The trial court granted summary judgment in favor of Family Dollar. A short time later, the trial court signed another order that granted a permissive interlocutory appeal and stayed the case pending the interlocutory appeal. JLMH then filed an ordinary appeal with the court of appeals. The court of appeals reversed the portion of the trial court's judgment that dismissed JLMH's request for injunctive relief, holding that limitations cannot bar a request to abate a nuisance. The court of appeals affirmed the remainder of the trial court's judgment. Family Dollar petitioned for review, arguing that the two-year statute of limitations bars JLMH's claims seeking injunctive relief.

The Court reversed the judgment of the court of appeals and reinstated the judgment of the trial court, holding that the Court has appellate jurisdiction and that the two-year statute of limitations bars JLMH's claims seeking injunctive relief and damages for the alleged nuisance.

Justice Busby filed a concurring opinion discussing Texas cases and statutes addressing the limitations issue and noting certain rationales left open by the Court.

Justice Young filed an opinion concurring in part and in the judgment. Justice Young noted that the Court had jurisdiction. He further explained how injunctions to abate a nuisance are bound by statutes of limitations and that injunctions require a valid cause of action.

Justice Sullivan filed a dissenting opinion. He would have held that the trial court's order was not final and that the Court lacked appellate jurisdiction.

BB. TAXES

1. Cigars and Tobacco Products Tax

a) *Hancock v. RJR Vapor Co.*, 734 S.W.3d 856 (Tex. May 8, 2026) [24-0052]

In this tax-refund case, the parties dispute whether RJR Vapor's VELO pouches are taxable as "tobacco products" under the Tax Code.

RJR Vapor sells oral nicotine pouches, which users place between the cheek and gum. When RJR introduced the pouches to the Texas market, it asked the Comptroller for a determination whether the pouches were taxable under the Cigars and Tobacco Products Tax. The Comptroller concluded that the pouches were taxable. RJR paid the

tax under protest and filed suit, seeking a refund and a declaration that the pouches are not taxable tobacco products. RJR also challenged the constitutionality of the tax statute and its application.

The trial court held that the pouches were not taxable tobacco products and declared that the language of the Tax Code is unconstitutional both facially and as applied. The court of appeals affirmed the holding that the pouches are not taxable tobacco products but did not reach the constitutional challenges.

The Supreme Court reversed. In an opinion by Justice Busby, the Court held that VELO pouches are taxable tobacco products because they are "made of . . . a tobacco substitute." The Court concluded that the pouches' blend of plant matter and nicotine take the place and function of taxable pulverized tobacco in pouched tobacco products. The Court remanded RJR Vapor's constitutional challenges to the court of appeals.

Justice Sullivan concurred *dubitante*, expressing doubt as to whether the inclusion of plant matter in VELO pouches should inform the Court's analysis.

2. Franchise Tax

a) *NuStar Energy, L.P. v. Hancock*, 731 S.W.3d 288 (Tex. Mar. 13, 2026) [24-0037]

This administrative-rule challenge involves the construction of a franchise-tax statute that allocates gross sales receipts to Texas if goods were "delivered or shipped to a buyer in this state." The decisive question is whether the statute sources sales receipts to the place goods were delivered to a buyer or whether the buyer's intended destination for the goods controls.

NuStar Energy requested a refund for franchise taxes paid on bunker fuel sold for use in foreign-registered vessels and delivered to the buyers at Texas ports. The company argued that the sales receipts should not be sourced to Texas because the nonresident buyers cannot legally use or dispose of the fuel in Texas or Texas waters. NuStar's tax-refund suit attacked the facial validity of Comptroller rules that make the physical point of transfer determinative as to sourcing. NuStar argued that the tax statute employs an ultimate-destination test that looks beyond the delivery point to the location the buyer ultimately situses goods for consumption, use, or storage. On cross-motions for summary judgment, the lower courts rejected NuStar's construction of the tax statute and upheld the Comptroller's point-of-delivery rules.

The Supreme Court affirmed, holding that the tax statute unambiguously sources receipts to Texas when a buyer takes possession and control within the state. The Court concluded that NuStar's rule challenge incorrectly construed the statute and failed to overcome the presumption that the Comptroller's rules are valid.

CC. TEXAS CITIZENS PARTICIPATION ACT

1. Applicability

a) *Weldon v. Lilith Fund for Reprod. Equity*, 735 S.W.3d 702 (Tex. May 15, 2026) [24-0250]

The issue is whether the Texas Citizens Participation Act applies to a declaratory judgment suit because it is "based on" or "in response to" a Rule 202 petition seeking a pre-suit deposition.

Sadie Weldon filed the Rule 202 petition to investigate potential violations of the Texas Heartbeat Act by the Fund. The Fund then sued Weldon, seeking a declaration that the Heartbeat Act is unconstitutional and an anti-suit injunction to prevent Weldon's Rule 202 petition from proceeding. Weldon moved to dismiss the Fund's suit under the TCPA. The trial court denied the motion, and the court of appeals affirmed, holding that the TCPA does not apply because the Fund's suit is not based on or in response to the Rule 202 petition.

The Supreme Court reversed. The Court held that the Fund's suit is "based on" or "in response to" Weldon's Rule 202 petition, a TCPA-protected activity that the Fund sought to enjoin. Because Weldon established that the TCPA applies to the Fund's suit, the Court remanded the case to the court of appeals for consideration of the remaining issues under the TCPA.

2. Automatic Stay

a) *In re Madison*, 722 S.W.3d 864 (Tex. Oct. 31, 2025) (per curiam) [24-1073]

The issue in this case is whether the trial court violated a statutory stay of all trial court proceedings upon the appeal of the denial of a Texas Citizens Participation Act motion to dismiss.

Lynn Madison asserted several claims against Talise De Culebra Home Owners Association, Inc. and the law firm Roberts Markel Weinberg Butler Hailey, PC. The Firm filed a TCPA motion to dismiss, which the trial court denied. The Firm appealed, triggering an automatic stay of all trial court proceedings pending resolution of the appeal. The court of appeals reversed, rendered judgment in favor of the Firm, and remanded.

Before Madison timely sought the Supreme Court's review and before the court of appeals' mandate could issue, the Firm moved for attorney's fees in the trial court. The trial court granted the motion and disposed of all claims against the Firm. While Madison's petition for review remained pending in the Supreme Court, Madison sought mandamus relief directing the trial court to vacate its order.

The Supreme Court conditionally granted mandamus relief and directed the trial court to vacate its order granting attorney's fees and disposing of all claims against the Firm. The Supreme Court held that an interlocutory appeal is not resolved, and the automatic stay accompanying such an appeal does not expire, until the appellate mandate issues. The court of appeals' mandate had not issued, so the trial court's order violated the automatic stay.

DD. TEXAS HEALTH CARE PROGRAM FRAUD PREVENTION ACT

1. Qui Tam Claims

a) *In re Tafel*, 738 S.W.3d 440 (Tex. June 19, 2026) [24-1062]

This mandamus concerns the survivability of a pending qui tam action under the Texas Health Care Program Fraud Prevention Act and whether the underlying suit must be dismissed under the Act's first-to-file and public-disclosure bars or abated under the doctrine of dominant jurisdiction.

Dr. Ludlow brought the underlying suit against Bear Creek alleging Medicaid fraud under the Act. Bear Creek filed a plea to the jurisdiction and alternative motion to abate arguing that Ludlow's suit must be dismissed or abated based on similar Medicaid fraud allegations raised in a still-pending 2012 action by a different relator. After Ludlow died, Bear Creek moved for summary judgment and supplemented its plea to the jurisdiction arguing that the pending claims extinguished upon his death and could not be pursued by his estate representative, who had substituted in the case. The Attorney General filed an opposition to the motion for summary judgment and argued that the claims can proceed despite Ludlow's death. The trial court denied all relief.

In an opinion by Justice Busby, the Supreme Court held that pending qui tam claims under the Act survive because, although prosecuted by a private party, these claims are on behalf of the State and establish liabilities to the State for benefits wrongfully obtained from its health care programs. The Court also held that Bear Creek failed to establish at this stage that the suit is based on the facts underlying the still-pending 2012 action under the first-to-file bar and that the 2012 action does not constitute a prior public disclosure of the relevant fraud allegations requiring dismissal. Finally, the Court held that the doctrine of dominant jurisdiction does not require abatement in this case.

Justice Busby also filed a concurring opinion outlining relevant considerations for parties and courts addressing capacity in this context. Justice Bland filed a concurring opinion explaining the differences between the survival of the State's claim and the capacity of an executor to pursue it, which remains open on remand. Justice Young and Justice Sullivan filed a concurring opinion acknowledging outstanding questions about the Act concerning a private relator's standing and separation of powers.

2. Unlawful Acts

a) *Lab'y Corp. of Am. Holdings v. State*, 738 S.W.3d 482 (Tex. June 19, 2026) [25-0127]

At issue in this case is whether (1) the Texas Health Care Program Fraud Prevention Act requires a showing of materiality for alleged omissions and (2) if so, whether summary judgment was proper because LabCorp's alleged unlawful acts were immaterial.

In 2013, NPT Associates filed a qui tam lawsuit against LabCorp under the Act, prompting the State to investigate LabCorp's billing practices. The State served two civil investigative demands on LabCorp seeking

information regarding the alleged unlawful conduct identified in the lawsuit. In response, LabCorp produced billing data and other documents, including a white paper and slide deck explaining LabCorp's billing practices.

The State intervened in the NPT Associates lawsuit in 2021, alleging that LabCorp violated administrative regulations by failing to offer "discounts" to Texas Medicaid that it had provided to non-Medicaid payors. The State alleged that LabCorp made false statements, misrepresentations, and omissions in violation of the Act.

LabCorp filed a motion for summary judgment, arguing that the State failed to establish that the alleged unlawful acts were material. The trial court granted the motion and rendered judgment for LabCorp. The court of appeals reversed and remanded, holding that (1) the Act's omissions provision did not require a showing of materiality and (2) there were fact issues as to the materiality of the alleged false statements and misrepresentations. LabCorp petitioned the Supreme Court for review.

In an opinion by Justice Hawkins, the Supreme Court reversed and held that the Act only imposes liability for material omissions. The Court explained that the Act does not repudiate the common-law principle that materiality is a required component of fraud claims, including those based on omissions. The Court also held that any alleged omissions, false statements, or misrepresentations were immaterial as a matter of law because LabCorp disclosed its billing practices to the State—including the purportedly unlawful conduct—yet the State continued paying LabCorp's claims without complaint. Therefore, summary judgment was proper.

Chief Justice Blacklock dissented. He would have held that the statutory text does not supply an objective materiality requirement for omissions but rather requires a showing of subjective causation.

Justice Busby also dissented, noting his view that LabCorp misreads the regulations at issue and emphasizing that the State is not estopped going forward from taking action against the alleged regulatory violations.

III. GRANTED CASES

A. ADMINISTRATIVE LAW

1. Commission on Environmental Quality

a) *S.A. Bay Estuarine Waterkeeper v. Tex. Comm'n on Env't Quality* (pet. granted June 19, 2026) [25-0564]

This case concerns whether the Texas Commission on Environmental Quality erred in denying requests for a contested-case hearing and granting a "minor new source" permit.

Max Midstream, LLC applied to the TCEQ for a permit so it could expand its Seahawk Terminal, an oil storage and loading facility. Petitioners requested a contested-case hearing on the permit application. Individuals on whose behalf the requests were made claimed that they faced increased health risks and other harms from the expanded Seahawk facility. By statute, only "affected persons" are entitled to a contested-case hearing. The Commission concluded that the individuals in question were not affected persons,

denied the requests for a contested-case hearing, and granted the permit.

Petitioners sued the Commission in district court, which reversed the Commission rulings denying the hearing requests and approving and issuing the permit. The district court remanded to the Commission for a contested-case hearing. The court of appeals reversed, holding that (1) substantial evidence supported the Commission's determination that Petitioners were not entitled to a contested-case hearing and (2) the court of appeals lacked jurisdiction to review the merits of issuance of the permit.

Petitioners argue that the court of appeals applied the wrong legal standard in reviewing their requests for a contested-case hearing. They also argue that the court of appeals erred in concluding that it lacked jurisdiction to review the merits of the permit.

[CA Opinion: 714 S.W.3d 270 (Tex. App.—15th Dist. 2025)]

2. Exhaustion of Administrative Remedies

a) *Lower Colo. River Auth. v. Lost Pines Groundwater Conservation Dist.* (pet. granted Sept. 4, 2026) [24-0958]

At issue is: (1) whether the Administrative Procedure Act or the Water Code determines the finality of groundwater permit proceedings; (2) if the Water Code determines finality, whether the permit applicant exhausted its administrative remedies; and (3) whether the court of appeals lacked jurisdiction over an interlocutory appeal.

LCRA and Lost Pines are groundwater conservation districts. LCRA applied to Lost Pines for permits allowing LCRA to produce and supply untreated water. The State Office of Administrative Hearings conducted a contested case hearing on the applications and recommended that Lost Pines grant LCRA's permits. Lost Pines issued an order issuing the permits subject to modifications. LCRA sought rehearing, which Lost Pines granted, and Lost Pines issued a final decision on the rehearing motion. LCRA filed a second rehearing motion and filed suit. Various parties that had participated in the SOAH proceeding intervened in the suit.

Lost Pines filed a plea to the jurisdiction, asserting that LCRA prematurely filed suit while the second rehearing motion was still pending. The trial court denied the plea, and Lost Pines and the intervenors filed interlocutory appeals. The court of appeals reversed and rendered judgment dismissing LCRA's suit for lack of jurisdiction. Two justices concurred, arguing that the precedent on which the court relied should be revisited because the Water Code's deadlines, not the APA's, apply to post-SOAH administrative proceedings.

LCRA petitioned the Supreme Court for review. It argues that the court of appeals erroneously applied the APA's 55-day deadline. According to LCRA, the APA only applies to state agencies—not local groundwater conservation districts—and thus the APA "does not apply to a hearing" for a groundwater permit. It therefore contends that the Water Code's 90-day deadline determines when a motion for

rehearing has been overruled by operation of law. LCRA further argues it exhausted its administrative remedies because Lost Pines rendered a written decision after rehearing. The second motion for rehearing was therefore precautionary and did not render Lost Pines' order "un-final."

Finally, LCRA contends that the intervenors' appeals should have been dismissed for lack of appellate jurisdiction because they never obtained a ruling from the trial court on their plea to the jurisdiction and because most of the intervenors are not governmental units permitted to take an interlocutory appeal. The Court granted the petition and heard oral argument on October 6, 2026.

[CA Opinion: 741 S.W.3d 223 (Tex. App.—Austin 2024)]

3. Public Information Act

a) *In re Shodrok* (argument granted on pet. for writ of mandamus Sept. 4, 2026) [26-0373]

The issues in this case are whether the Supreme Court has mandamus jurisdiction and whether the trial court abused its discretion in sealing grand-juror information that the court of appeals ordered disclosed under the Public Information Act.

Shodrok submitted requests to the Nueces County District Attorney's Office seeking information related to grand jurors. The district attorney sought attorney general review of these requests. After the attorney general determined that disclosure was required, the district attorney sued the attorney general in a Travis County district court. That court ruled in favor of the district attorney, but the court of appeals reversed and rendered judgment that the district attorney must disclose the requested information. The district attorney unsuccessfully petitioned the Supreme Court for review.

Before the court of appeals issued its mandate, a Nueces County district court ordered the district attorney's office to return the disputed records to the court. The court also ordered the records sealed. The court of appeals' mandate issued soon afterward. The district attorney then refused to give the records to Shodrok because they had been sealed.

Shodrok filed a mandamus petition in the same court of appeals. The court denied relief, and Shodrok filed a mandamus petition in the Supreme Court. Shodrok argues that the court of appeals' mandate requires the disclosure of the requested information. The district attorney argues in response that the Supreme Court lacks jurisdiction to grant mandamus relief and that the Nueces County district court had the authority to protect the grand-juror information.

[CA Opinion: ___ S.W.3d ___, 2026 WL 599037 (Tex. App.—Austin 2026)]

b) *Tex. Pub. Pol'y Found. v. Highland Park Indep. Sch. Dist.* (pet. granted Sept. 4, 2026) [25-0759]

This case concerns whether the Public Information Act's exception from required disclosure of information made confidential under "other law" encompasses information protected by the attorney–client privilege.

Highland Park Independent School District operates a public tennis center. The District hired an attorney to investigate complaints it had received about financial issues at the center and to provide legal advice. The attorney hired an accounting firm to assist his investigation, and that firm prepared a report and delivered it to the attorney. The attorney used the report to complete his investigation and provide legal advice to the District. He did not give the District a copy of the report.

The District's superintendent subsequently emailed a constituent stating that attorneys had conducted a thorough investigation and no mismanagement was occurring. Texas Public Policy Foundation then submitted a request for the report under the Public Information Act. The District asserted the report is protected by the attorney–client privilege and thus excepted from disclosure. The attorney general agreed, and TPPF filed a mandamus petition against the District seeking to compel disclosure.

The trial court reviewed the report in camera and concluded it is privileged. After a bench trial on waiver, the trial court concluded that the superintendent's email did not waive the privilege and rendered final judgment for the District.

The court of appeals affirmed, holding that the report is a privileged communication between a lawyer and a lawyer's representative made to facilitate the rendition of legal services. The court also held the District did not waive the privilege because the email neither discussed the report nor disclosed its contents.

TPPF petitioned for review, arguing that the Court should overrule precedent holding that the Act's reference to "other law" includes the Rules of Evidence. Alternatively, TPPF contends that the Court should narrow the exception so that it does not apply to the portion of the communication containing no legal advice. Finally, TPPF argues that the superintendent's email waived the privilege. The Supreme Court granted the petition and heard oral argument on October 8, 2026.

[CA Opinion: 741 S.W.3d 283 (Tex. App.—Dallas 2025)]

4. Rulemaking

a) *Morath v. Tex. State Teachers Ass'n* (pet. granted June 12, 2026) [25-0527]

At issue in this case is the validity of an administrative rule promulgated by the Commissioner of Education.

Under the Education Code, Texas school districts that do not meet certain academic performance standards may avoid penalties by contracting with an "operating partner" to run the underperforming campus. The Code also enables the Commissioner of Education to adopt rules as necessary to implement the statute. Pursuant to that authority, the Commissioner adopted a requirement that "[t]he operating partner must have sole authority over the assignment of all district employees to the campus, including initial and final authority to approve the assignment of all district employees or contractors to the campus." The Texas State Teachers Association brought a declaratory judgment action and

moved for summary judgment, arguing that the rule was invalid because it deprived teachers of their existing statutory rights. The trial court granted the motion. The court of appeals affirmed in relevant part, holding that the allocation of "sole" and "final" authority to the operating partner violated the statutory rights of teachers, particularly related to filing grievances and to appeal adverse decisions.

Commissioner Morath filed a petition for review. He argues that the court of appeals misconstrued the rule as granting authority over district employees at large instead of merely granting authority over district employee assignment. The Court granted the petition and heard oral argument on October 7, 2026.

[CA Opinion: 717 S.W.3d 71 (Tex. App.—Austin 2025)]

B. ARBITRATION

1. Judicial Review

a) *Love v. Kaspar Ranch Hand Equip., LLC* (pet. granted Oct. 23, 2026) [26-0523]

The issue in this case is whether, under the Federal Arbitration Act, the trial court properly vacated an arbitration award on the grounds the arbitrator exceeded her authority, committed misconduct, or manifestly disregarded the law.

Cynthia Love injured her hand while working for Kaspar Ranch Hand Equipment. Love sued Kaspar, and Kaspar compelled arbitration. The arbitrator awarded damages to Love, but the trial court vacated the award. The court of appeals affirmed, holding that the arbitrator exceeded her authority by rendering an award without addressing Kaspar's limitations defense.

Love petitioned for review. She contends the arbitrator acted within her authority under the arbitration agreement because the arbitrator included the required contents in her award under the parties' arbitration agreement. Love asks the Court to render judgment and confirm the award because Kaspar's other challenges to the award, including arbitrator misconduct and manifest disregard of the law, do not support vacating the award.

[CA Opinion: ___ S.W.3d ___, 2026 WL 958333 (Tex. App.—Corpus Christi–Edinburg 2026)]

2. Pre-Arbitration Discovery

a) *In re Charles Schwab & Co.* (argument granted on pet. for writ of mandamus Oct. 23, 2026) [26-0421]

The issue is whether the trial court abused its discretion by permitting limited discovery and ordering an evidentiary hearing on whether an enforceable arbitration agreement was formed.

Darlene Murphy sued Charles Schwab & Co. and TD Ameritrade, Inc., alleging they failed to detect warning signs of misconduct by an investment adviser operating a Ponzi-like scheme. Schwab and Ameritrade moved to compel arbitration under ten agreements covering Murphy's investment accounts. Murphy contended that only two Schwab accounts transferred from Ameritrade were relevant and that she had not assented to the two unsigned agreements governing those accounts. The trial court permitted limited

discovery and ordered an evidentiary hearing. Schwab and Ameritrade sought mandamus relief, which the court of appeals summarily denied.

In the Supreme Court, Schwab and Ameritrade argue that Murphy's judicial admission that she entered into a valid investment-services contract, together with delegation clauses in the unchallenged agreements, requires arbitration without further discovery. They also contend the evidence conclusively establishes Murphy's assent to the challenged agreements. Murphy responds that limited discovery is warranted because Schwab and Ameritrade produced no signed arbitration agreements for the two accounts and rely instead on disputed evidence of notice and failure to opt out. She further argues that a court must resolve contract formation before enforcing a delegation clause.

[CA Opinion: ___ S.W.3d ___, 2026 WL 1097096 (Tex. App.—Austin 2026)]

C. ATTORNEYS

1. Attorney Immunity

a) *In re Katten Muchin Rosenman LLP* (argument granted on pet. for writ of mandamus Sept. 4, 2026) [26-0152]

The issue in this case is whether attorney immunity applies to claims against a codefendant's lawyers alleging the lawyers breached an oral joint defense agreement and divulged confidential information.

A law firm represented James Courville in a criminal investigation. Courville's codefendants retained separate counsel. Courville became a confidential source for the government. After learning Courville was an informant, the codefendants sued the firm for breach of contract, breach of fiduciary duty, and fraud. The codefendants allege that they entered into an oral joint defense agreement with Courville and that Courville coordinated a defense with the codefendants without disclosing his status as an informant. The firm invoked attorney immunity in a motion to dismiss under Rule 91a. The trial court denied the motion.

The law firm sought mandamus relief in the court of appeals, arguing that immunity applies because the complained-of conduct falls within the scope of legal representation and Courville's relationship with his codefendants was sufficiently adversarial. The court of appeals denied relief, concluding that the pleadings raised a legitimate question as to whether the codefendants were adverse to each other.

In its petition to the Supreme Court, the firm argues that a joint defense agreement does not change the fundamental adversarial nature of the relationship between the codefendants.

[CA Opinion: 741 S.W.3d 297 (Tex. App.—Dallas 2026)]

2. Barratry

a) *Tex. L. Shield, LLC v. Perez* (pet. granted Sept. 4, 2026) [25-1108]

This case concerns whether a barratry claim under the Penal Code and the Disciplinary Rules requires the solicited person to have a present or imminent need for legal services, as well as the contours of standing.

For a monthly fee, Texas Law Shield supplies a legal-service

membership contract to firearm owners. This contract provides that Law Shield will provide access to legal services if a member is subject to proceedings arising from the use of a firearm. Law Shield arranged an active-shooter training for college employees and pitched a membership contract before and after the training. Three employees sued Law Shield for civil barratry. Law Shield moved for summary judgment, arguing that none of the employees had an existing or imminent need for legal services and that the training did not create one. The trial court granted the motion and rendered a take-nothing judgment.

The court of appeals reversed and remanded, holding that fact issues exist under both barratry provisions. Under the Disciplinary Rule, the court reasoned that "the focus is not on the actual legal needs of [the employees], but rather on the knowledge and intent of [Law Shield]." Under the Penal Code, the court held that a concealed-carry class was itself the "particular event or occurrence" creating a need for legal services.

Law Shield petitioned for review. It argues that both the Disciplinary Rule and the Penal Code require the solicited party to have a particularized legal need and that the employees had no current legal claim to prosecute or defend, nor did the training create a need for legal services. Law Shield further contends that the employees suffered no concrete injury to confer standing.

[CA Opinion: 741 S.W.3d 274 (Tex. App.—Houston [14th Dist.] 2025)]

3. Disqualification

a) *In re Kirby Inland Marine, LP* (argument granted on pet. for writ of mandamus Oct. 23, 2026) [26-0553]

This case raises issues of attorney disqualification.

Jessi Mendia sued Kirby Inland, a vessel towing company, after suffering personal injuries in a fall. One of Mendia's attorneys had previously represented Kirby in other personal-injury suits while working at a different firm. The attorney did not obtain a waiver from Kirby before appearing as Mendia's counsel. Kirby moved to disqualify the attorney based on his previous representation of Kirby and ongoing obligation to protect Kirby's confidential information. Kirby also argued that the conflict was imputed to the attorney's new firm. Kirby later moved to supplement its motion because its attachments failed to identify the attorney by name. The trial court denied both motions.

Kirby sought mandamus relief, which the court of appeals summarily denied. Kirby then filed a mandamus petition in the Supreme Court, arguing that (1) the attorney has a disqualifying conflict of interest arising from his previous representation of Kirby; (2) his ongoing confidentiality obligations further support disqualification; (3) the conflict of interest should be imputed to the attorney's firm; and (4) the trial court erred in denying Kirby's motion to supplement. Mendia responds that the matters in which the attorney previously represented Kirby are not substantially related, so neither the conflict-of-interest rules nor the confidentiality obligations are implicated.

She further argues that the trial court did not clearly abuse its discretion, making mandamus relief improper.

[CA Opinion: ___ S.W.3d ___, 2026 WL 1338093 (Tex. App.—Houston [1st Dist.] 2026)]

4. Fees

a) *Bexar Appraisal Dist. v. Abasto Props. LLC* (pet. granted June 19, 2026) [26-0060]

This property tax case concerns the appraisal of cold-storage condominiums and a jury's award of attorney's fees in favor of the property owners.

In 2018, the Bexar Appraisal District appraised individually owned cold-storage condominiums at a warehouse facility at $250,000 each. These appraisals more than doubled in 2019 and increased again in 2020. Owners of the condominiums sued the District claiming that it unequally appraised the property each year. The case proceeded to a jury trial. The jury found that the condominiums were not unequally appraised in 2018—affirming the District's original appraised value of $250,000 per unit—but found that the condominiums were unequally appraised for 2019 and 2020. The jury also awarded the property owners attorney's fees under a provision of the Property Code stating that prevailing property owners "may be awarded" attorney's fees. The trial court rendered judgment on the jury's verdict.

The District appealed. After the court of appeals affirmed the trial court's judgment, the District petitioned for review in the Supreme Court. The District argues that the trial court treated a discretionary fee-shifting statute as a mandatory obligation to award attorney's fees and that the evidence did not support the jury's award of attorney's fees. It also argues that the trial court excluded relevant appraisal evidence.

[CA Opinion: 736 S.W.3d 557 (Tex. App.—San Antonio 2025)]

D. BANKRUPTCY

1. Exempt Property

a) *Canada v. Sherman* (certified question accepted Mar. 6, 2026) [26-0127]

This certified question from the Fifth Circuit asks whether an interest in a Texas limited liability company is exempt property in a federal bankruptcy proceeding.

William Canada declared bankruptcy and claimed that his 70% ownership interest in a Texas limited liability company is exempt from the bankruptcy estate. The trustee objected to this exemption, arguing that Texas law does not explicitly create such an exemption and that Texas courts have held that a membership interest in an LLC is non-exempt property. The bankruptcy court agreed with the trustee and denied the exemption, and the district court affirmed.

On appeal, the Fifth Circuit observed that the Texas Supreme Court has not answered the question of whether LLC membership interests are exempt property. It therefore certified the following question:

> Is an LLC membership interest exempt property in a federal bankruptcy proceeding, based on section

101.112 of the Texas Business Organizations Code?

The Supreme Court heard oral argument on the certified question on September 16, 2026.

[CA Opinion: 167 F.4th 280 (5th Cir. 2026)]

E. CONSTITUTIONAL LAW

1. Due Course of Law

a) *City of Dallas v. Dall. Short-Term Rental All.* (pet. granted Oct. 23, 2026) [25-0748]

The issue in this case is whether city ordinances regulating short-term rentals are unconstitutional.

The City of Dallas enacted an ordinance banning short-term rentals in areas zoned for "single-family residential" use and another ordinance providing a process through which property owners must acquire permits to operate a short-term rental. A group of property owners challenged the constitutionality of these ordinances and requested injunctive and declaratory relief. Following an evidentiary hearing, the trial court temporarily enjoined the City from enforcing the ordinances, and the City appealed. The court of appeals affirmed the temporary injunction, concluding that the owners proved they have a probable right to relief based on their claims that (1) the zoning ordinance violates their right to due course of law by restricting a well-established right to lease their property; and (2) the permit ordinance's restriction on maximum occupancy in a short-term rental is not supported by any legitimate governmental interest.

The City petitioned for review. It argues the court of appeals failed to determine whether the property owners have a vested property right in their asserted interest in operating short-term rentals and that the court erred in concluding that the owners demonstrated a probable right to relief on their constitutional claims.

[CA Opinion: ___ S.W.3d ___, 2025 WL 2022063 (Tex. App.—Dallas 2025)]

2. Takings

a) *City of Westworth Village v. Burgess* (pets. granted Oct. 2, 2026) [25-0836]

At issue in this case is whether a city's taking of a tract of land to expand a city-owned, privately operated golf course is a taking for "park" use under the Government Code capable of being acquired by eminent domain.

The City of Westworth Village entered into a 99-year lease agreement with UnderPar Life, LLC, under which UnderPar would acquire and develop a four-acre tract of land privately owned by Jim Burgess that is encircled by a public golf course. The leasing parties planned for UnderPar to purchase the property, convey it to the City, and then operate a for-profit business on the property. After the lease's execution, the city council adopted a resolution declaring, among other things, that the property's acquisition is "a public use for a public purpose." UnderPar then unsuccessfully tried to purchase the property. The City made two offers to purchase the property directly, but when both offers were declined, the City initiated condemnation proceedings.

The trial court granted the City's partial summary-judgment motion, determining that the City's property acquisition was for public use. After a jury trial, the court awarded the City title to the property and awarded the property's value plus court costs to Burgess. The court of appeals reversed and remanded, holding that (1) the condemnation falls within the general scope of use for a "park" under the Government Code, but statutory compliance does not render the taking constitutional; (2) no legislative deference applies to the City's public-use declaration; and (3) summary judgment was improper because there are fact issues as to the taking's "primary" purpose.

Both parties petitioned for review in the Supreme Court. The City argues that the trial court's public-use holding is dispositive, legislative deference applies, and the primary purpose of the taking is not a fact question. Burgess argues that the taking is not for park use and thus violates the Government Code.

[CA Opinion: ___ S.W.3d ___, 2025 WL 1717142 (Tex. App.—Fort Worth 2025)]

F. CONTRACTS

1. Contractual Indemnity

a) *BNSF Ry. Co. v. Deacero, S.A.P.I. de C.V.* (pet. granted June 19, 2026) [24-0973]

The issue is whether an online indemnity term ostensibly incorporated by reference into a shipping contract was sufficiently conspicuous.

A BNSF employee was injured by a railcar carrying Deacero's goods. In the employee's suit against both the carrier and the shipper, BNSF filed a cross-claim seeking contractual indemnity from Deacero. On cross-motions for summary judgment, the defendants disputed whether the indemnity term was sufficiently conspicuous to permit risk shifting and whether Deacero had actual knowledge of the indemnification requirement. The trial court granted BNSF's motion and denied Deacero's.

The court of appeals affirmed the denial of Deacero's motion but reversed summary judgment for BNSF. The court held that the indemnity term was inconspicuous as a matter of law but fact issues about Deacero's actual knowledge precluded summary judgment for either party.

BNSF's petition for review contends that: (1) the court of appeals misapplied the conspicuousness test by focusing on the indemnity term's location and the shipping agreement's structure rather than the term's distinctive typeface; (2) if the provision is inconspicuous, the Court should realign Texas jurisprudence to conform with other jurisdictions that either decline to require conspicuousness for contracts between sophisticated parties or exempt non-UCC indemnity agreements; and (3) the court of appeals improperly relied on the online instrument's alleged inaccessibility because Deacero offered no evidence that the instrument was inaccessible.

[CA Opinion: 696 S.W.3d 212 (Tex. App.—Houston [14th Dist.] 2024)]

2. Damages

a) *Quantum Plus, LLC v. Hosp. Internists of Aus., P.A.* (pet. granted June 12, 2026) [25-0579]

The issues on appeal concern lost-profit damages, Texas's prohibition on the corporate practice of medicine, and attorneys' fees.

Quantum is the exclusive provider of hospital medicine for several hospitals. To staff those facilities, Quantum executed an at-will contract with Hospital Internists to supply physicians and other medical professionals. Hospital Internists subsequently terminated the contract and sued Quantum for breach, tortious interference, and conspiracy. The suit alleged that Quantum (1) violated Texas's prohibition on the corporate practice of medicine by exercising undue control over the physicians; (2) breached a nonsolicitation agreement; and (3) tortiously interfered with Hospital Internists' subcontracts with physicians and medical service groups. After securing a favorable jury verdict on all claims, Hospital Internists elected its remedies for conspiracy and noncompliance with the law. The trial court rendered judgment accordingly.

On appeal, Quantum secured a partial victory in the form of reduced tort damages. The court of appeals held that damages for conspiracy are limited to the amount awarded for the underlying tort. The court therefore modified the judgment to limit Hospital Internists' tort damages to the amount the jury awarded for tortious interference. The remainder of the judgment was affirmed.

Quantum's petition for review argues that: (1) lost profits are not recoverable under a terminable-at-will contract; (2) the jury charge employed a legally incorrect definition regarding the corporate practice of medicine; (3) Hospital Internists' election to recover on one breach-of-contract claim precluded an award of attorney's fees on the other; and (4) the court of appeals improperly rendered judgment awarding tortious-interference damages rather than remanding to allow Quantum to challenge the viability of the tortious-interference claims. The Court granted the petition and heard oral argument on October 6, 2026.

[CA Opinion: 736 S.W.3d 72 (Tex. App.—Austin 2025)]

3. Interpretation

a) *MIECO L.L.C. v. Targa Gas Mktg. L.L.C.* (certified questions accepted Aug. 7, 2026) [26-0802]

These certified questions concern whether the *force majeure* provisions in the North American Energy Standards Board form contract require a nonproducing gas seller to purchase gas on the spot market during a *force majeure* event if that seller had already been using the spot market for part of its gas supply.

Targa, which buys and sells natural gas but is not a producer, sold gas to MIECO under conditions set by an industry-form base contract created by the Board. The contract's *force majeure* provisions excuse performance failures, including "the loss or failure of Seller's gas supply or depletion of reserves," caused by *force majeure* events

such as "weather related events affecting an entire geographic region." The provisions also require the seller to use reasonable efforts to avoid the adverse impacts of the event.

Targa agreed to sell MIECO specific daily quantities of gas. Due to significant supply disruptions caused by power outages and equipment shutdowns during Winter Storm Uri, Targa did not deliver the required gas from February 15–20, 2021, and invoked the base contract's *force majeure* provisions.

Targa then sued MIECO for a declaration that *force majeure* excused its nonperformance, and MIECO counterclaimed for breach of contract. The case was removed to federal court, and the district court granted partial summary judgment for Targa, holding that the production disruptions caused by Uri excused Targa's delivery failures even though Targa could have met its delivery obligations had it purchased gas from nonaffiliate sellers. After a trial on the remaining issues, the district court entered judgment for Targa, and MIECO appealed.

Concluding that the interpretation of the form base contract presents a close question of importance to a significant Texas industry and on which there is no controlling precedent from this Court, the Fifth Circuit certified two questions:

> (1) Under Texas contract interpretation principles, do the *force majeure* provisions of the base contract require a nonproducing seller to enter the spot market during a *force majeure* event if that seller had already been using the daily or spot market for part of its gas supply?
>
> (2) If so, how should "reasonable efforts" to provide gas from the spot market be defined?

[CA Opinion: 183 F.4th 410 (5th Cir. 2026)]

b) *Wings v. Freedman* (pet. granted Sept. 4, 2026) [25-0274]

The issues in this case are (1) whether a buy–sell provision in an LLC agreement allows an offer price to account for a disparity in members' unreturned capital contributions and (2) whether an award of specific performance can support an award of attorney's fees.

Jady Wings and Steven Freedman formed an LLC. Wings received a 65% membership interest and Freedman a 35% interest, but Wings contributed more than 65% of the capital. A buy–sell provision in the LLC agreement provides that either party may offer to buy the other's interest at a price "per membership unit or percentage of ownership." The offeree must then either accept the offer or elect to purchase the offeror's interest on the same terms. Wings invoked that provision, offering to buy Freedman's 35% interest for less than 35% of the LLC's fair market value to account for Wings's disproportionately greater capital contributions. Freedman elected to buy Wings's interest rather than sell his own but claimed a right to do so for 65% of market value without an adjustment for disparate capital contributions.

Wings and Freedman sued each other, and the trial court ordered

Wings to sell his interest to Freedman at a price that accounted for capital contributions. It also awarded attorney's fees to Freedman. The court of appeals affirmed but modified the sale price to 65% of fair market value without regard to capital contributions.

Wings petitioned for review, arguing that an offer price based on "percentage of ownership"—which the LLC agreement expressly permits—is one that accounts for capital contributions. Wings also contends that an award of specific performance for breach of contract cannot support an award of attorney's fees.

[CA Opinion: 741 S.W.3d 236 (Tex. App.—Dallas 2024)]

G. EMPLOYMENT LAW

1. Employment Contracts

a) *Garcia v. Dall. Cnty. Hosp. Dist.* (pet. granted Sept. 4, 2026) [25-1077]

This case concerns whether a "stay or pay" provision in an employment contract is unenforceable as an illegal restraint of trade.

Diane Garcia entered into a contract with Parkland Hospital providing that Garcia would remain an employee from February 2016 to February 2019. The contract included a provision stating that if Garcia left her employment before February 2019, she would pay Parkland $20,000 as liquidated damages. Garcia terminated her employment in March 2018, and Parkland sued her for breach of contract. The trial court granted summary judgment for Parkland, and the court of appeals affirmed.

Garcia petitioned for review, arguing that (1) the liquidated-damages provision is an unreasonable restraint of trade because it unreasonably restricts her professional mobility and ability to render personal services; (2) the provision is an unenforceable covenant not to compete; (3) the agreement and other evidence effectively gave Parkland authority to terminate Garcia in its sole discretion, making the employment at will, and resignation from at-will employment is not a breach that will support damages; and (4) $20,000 is not a reasonable measure of liquidated damages under Texas common law.

[CA Opinion: 740 S.W.3d 571 (Tex. App.—Dallas 2025)]

2. Sexual Harassment

a) *In re Walgreen Co.* (argument granted on pet. for writ of mandamus Oct. 2, 2026) [26-0763]

The issue is whether a supervisor may be held personally liable for failing to correct workplace sexual harassment under a 2021 amendment defining "employer" in Chapter 21 of the Labor Code.

While working for Walgreens, Valerie Sepulveda reported to her supervisor, Robert Alvarez, that a coworker had sexually harassed her. Walgreens later terminated her employment, allegedly for violating its timekeeping policy. Sepulveda then sued Walgreens and Alvarez for employment discrimination and retaliation under Chapter 21. Before 2021, Chapter 21 did not impose personal liability on supervisors for failing to

correct workplace sexual harassment. Sepulveda contends that the 2021 amendment changed that by defining "employer" to include a person who "employs one or more employees" or "acts directly in the interests of an employer in relation to an employee." Disagreeing with that interpretation, Walgreens and Alvarez moved under Rule 91a to dismiss the claims against Alvarez. The trial court denied the motion, and the court of appeals denied mandamus relief.

In the Supreme Court, Walgreens and Alvarez argue that the Legislature enacted the amendment to extend sexual-harassment protections to employees of businesses with fewer than fifteen employees—not to create a new cause of action against individual supervisors. In their view, the amendment, when read alongside the rest of Chapter 21, provides for liability against the employer entity, not individual supervisors. Sepulveda responds that the amendment's language expressly covers people who act directly in an employer's interest, including supervisors like Alvarez. To support her interpretation, she points to federal court decisions, similar federal statutes, and the Texas Pattern Jury Charge.

[CA Opinion: ___ S.W.3d ___, 2026 WL 1776719 (Tex. App.—El Paso 2026)]

H. GOVERNMENTAL IMMUNITY

1. Contract Claims

a) *Comprehensive Training Ctr., LLC v. Edcouch-Elsa Indep. Sch. Dist.* (pet. granted Mar. 27, 2026) [24-0772]

This case concerns a school district's invocation of governmental immunity to defeat a breach of contract claim on the theory that the superintendent lacked authority to enter the contingent-fee contracts at issue.

Edcouch-Elsa Independent School District's school board delegated authority to the District's superintendent "to make budgeted purchases for goods or services," but board approval was required for budgeted purchases of $25,000 or more. The superintendent signed contingent-fee contracts for grant-writing and consulting services, contingent upon a successful grant application, with Comprehensive Training Center and ERI Funding Group. The District was awarded the grant, and the superintendent purportedly terminated the contracts without paying. Comprehensive and ERI sued the District for breach of contract, and the District filed a plea to the jurisdiction, which the trial court denied. The court of appeals reversed after determining that the superintendent lacked authority to enter into the contracts because the contracts were not "budgeted purchases" and thus were not properly executed.

Comprehensive and ERI petitioned for review and argue that the Supreme Court should adopt a rebuttable presumption of delegated authority for contingent-fee contracts and that fact questions remain as to whether the contracts cost $25,000 or more. The Supreme Court granted the petition and heard oral argument on September 15, 2026.

[CA Opinion: 732 S.W.3d 927 (Tex. App.—Corpus Christi–Edinburg 2024)]

2. Texas Tort Claims Act

a) *Dallas County v. Leonard* (pet. granted May 1, 2026) [26-0128]

This case concerns the emergency exception to governmental liability under the Texas Tort Claims Act.

Leonard was driving in bumper-to-bumper traffic in the righthand lane of a Dallas area highway at rush hour. Dallas County courtesy patrol officer McDonald was behind him. As part of his duties, Officer McDonald patrolled highways throughout the county to look for road hazards and assist drivers in need. As he was traveling behind Leonard, McDonald spotted a stopped or stalled vehicle several lanes to his left. McDonald claims that he activated his emergency lights and started to make his way over to the stopped vehicle. While doing so, he rear-ended Leonard's vehicle, and Leonard sued.

The TTCA's waiver of immunity does not apply to a claim arising "from the action of an employee while responding to an emergency call or reacting to an emergency situation" if other statutory criteria are met. The County filed a plea to the jurisdiction arguing that under this exception, it retained governmental immunity from Leonard's suit. The trial court granted the plea, but the court of appeals reversed. The panel majority reasoned that Leonard raised a fact issue about the exception's applicability by pointing to post-accident statements by McDonald in which he did not mention an emergency or stalled vehicle. One justice dissented, opining that Texas law requires the emergency exception to be construed broadly and that Leonard failed to carry his burden to negate its applicability.

The County's petition for review argues that the court of appeals narrowed the emergency exception by anchoring its analysis to the words used by McDonald in the wake of the accident, rather than the objective circumstances.

[CA Opinion: 736 S.W.3d 547 (Tex. App.—Dallas 2025)]

b) *Medina v. Tex. Dep't of Transp.* (pet. granted June 12, 2026) [25-0429]

This case concerns the scope of the Texas Tort Claims Act's partial waiver of sovereign immunity for harms caused by a "special defect" as applied to pedestrians.

Before sunrise, Alex Medina's car broke down along Beltway 8, so he walked to a nearby store. Days later, searchers found his body in pipes underneath the street. He had fallen into an uncovered drainage opening in a grassy right-of-way about fifteen feet from the road. The opening, which lacked a protective grate, was located near a worn pedestrian footpath extending from a nearby sidewalk. Medina's estate sued the Texas Department of Transportation, alleging that the uncovered opening was a "special defect" that waived the State's sovereign immunity. TxDOT filed a plea to the jurisdiction, arguing that the condition was not a special defect.

The trial court denied the plea, but the court of appeals reversed and dismissed the case, holding that the drainage opening was not a special defect because it was off the roadway and

did not pose a risk to ordinary users following the normal course of travel. The court emphasized that special defects are a narrow category limited to conditions similar to excavations or obstructions on roads.

Medina petitioned for review, arguing that off-road conditions may qualify as special defects if they are sufficiently near the roadway and pose an unexpected danger to ordinary users, including pedestrians using adjacent travel corridors. He also argues that the uncovered drainage opening is analogous to an excavation and presented a concealed, dangerous condition. TxDOT responds that special defects must be located on roadways and, in any event, that this condition did not endanger ordinary users of the road. The Court granted the petition and heard oral argument on October 6, 2026.

[CA Opinion: 736 S.W.3d 103 (Tex. App.—Houston [14th Dist.] 2025)]

c) *Tex. Tech Univ. v. Espinoza* (pet. granted Oct. 2, 2026) [25-0762]

The issue in this case is whether a tort claim against a university was timely under the Texas Tort Claims Act and the statute of limitations.

Sonia Espinoza alleges that she was in a car accident with Madyson Leita, an employee of Texas Tech University. Espinoza originally sued only Leita, who filed a motion to dismiss. More than 30 days after Leita filed her motion, Espinoza amended her petition to name Texas Tech as a defendant. The trial court signed an agreed order dismissing Leita. Texas Tech then filed a plea to the jurisdiction, which the trial court granted. The court of appeals reversed the trial court's order and remanded the case for further proceedings.

In its petition for review, Texas Tech argues that Espinoza missed two decisive deadlines. First, she failed to sue Texas Tech within the two-year statute of limitations for personal-injury suits. Second, she failed to substitute Texas Tech as the proper defendant within the 30-day window provided by the TTCA. Espinoza argues in response that the court of appeals correctly applied Supreme Court precedent. According to Espinoza, her suit was timely because she filed suit within the limitations period and properly substituted Texas Tech under the TTCA.

[CA Opinion: ___ S.W.3d ___, 2025 WL 2046135 (Tex. App.—Amarillo 2025)]

d) *Tex. Tech Univ. Health Scis. Ctr.–El Paso v. Mohrman* (pet. granted June 19, 2026) [26-0085]

At issue in this case is whether the common-law mailbox rule applies to the Texas Tort Claims Act's notice provision, which entitles the government to receive notice of a claim against it not later than six months after the alleged incident giving rise to the claim occurred.

Philip Mohrman's husband was treated by physicians employed by Texas Tech University Health Sciences Center–El Paso while hospitalized. Mohrman's husband allegedly suffered an adverse reaction to an antibiotic and was given more of the antibiotic,

resulting in complications that led to his death. Mohrman brought medical-negligence claims against Texas Tech and the hospital. Texas Tech filed a motion to dismiss and a plea to the jurisdiction, asserting that Mohrman failed to comply with the Act because Texas Tech received notice of his claim more than six months after the alleged incident. Mohrman submitted a declaration in which his former counsel stated that notice letters were timely sent to Texas Tech using the postal service.

The trial court denied Texas Tech's plea to the jurisdiction and motion to dismiss. The court of appeals affirmed, holding that the common-law mailbox rule applies to the Act, so Mohrman's evidence that a letter was mailed constitutes evidence from which receipt by Texas Tech may be presumed.

Texas Tech filed a petition for review, arguing that the timeliness of the notice is determined by the date it is received, and not the date it is sent, so immunity is not waived unless there is some evidence that notice was actually received in time.

[CA Opinion: 736 S.W.3d 583 (Tex. App.—El Paso 2025)]

3. Ultra Vires Claims

a) *ENGIE IR Holdings LLC v. Huffines* (pet. granted June 19, 2026) [25-1093]

At issue is whether a tax-limitation applicant pleaded a viable ultra vires claim based on the Comptroller's withdrawal of a certificate approving the application after the applicable regulatory review period ended.

The Texas Economic Development Act authorized school districts to offer qualifying businesses a property-tax incentive in exchange for specified investments. The Act charged the Comptroller with reviewing applications and proposed agreements. ENGIE Solar applied for a tax limitation, and while its application was pending, it merged into ENGIE IR. The Comptroller was not notified of the merger and subsequently issued a certificate approving the application. The school district then submitted a proposed tax-limitation agreement for review. The Comptroller responded that ENGIE Solar no longer appeared to be a Texas taxpayer, but he did not amend or withdraw the certificate during the twenty-business-day review period prescribed by agency rule. After the school district and ENGIE IR executed the agreement, the Comptroller notified the parties that he was withdrawing the certificate. ENGIE IR and the school district sued, alleging the Comptroller's withdrawal was ultra vires because his authority to do so had expired. The Comptroller filed a plea to the jurisdiction, which the trial court granted.

A divided court of appeals affirmed. The court held that the withdrawal, even if unauthorized, could not support an ultra vires claim because (1) the certificate ceased to be valid when the merger rendered the application's taxpayer information inaccurate and (2) the executed agreement was invalid without the Comptroller's approval. The dissenting justice would have held that the pleadings stated a viable ultra vires claim based on the unauthorized withdrawal, regardless

of any alleged defect in the application or agreement.

ENGIE IR's petition for review contends that (1) the Comptroller lacked authority to withdraw the certificate after the review period expired; (2) the merger did not invalidate the certificate because ENGIE IR was both an eligible taxpayer under the Act and ENGIE Solar's successor in interest; (3) the agreement was valid because the Act required only that the agreement be in a Comptroller-approved form, not that the Comptroller separately approve it; and (4) due process entitled the parties to notice and an opportunity to be heard before the certificate was withdrawn. As an alternative ground for affirmance, the Comptroller argues that the petitioner failed to exhaust available administrative remedies.

[CA Opinion: 738 S.W.3d 828 (Tex. App.—15th Dist. 2025)]

I. INSURANCE

1. Policies/Coverage

a) *Exxon Mobil Corp. v. Lexington Ins. Co.* (pet. granted June 12, 2026) [25-0410]

This case concerns whether an insurance policy covers personal-injury claims.

Two Exxon companies own and operate a Beaumont refinery. Brock Services provided scaffolding services for a construction project at the refinery. Brock had an umbrella policy issued by Lexington. Three Brock employees were injured at the refinery and sued Exxon, asserting common-law tort claims.

Exxon brought a declaratory judgment action claiming coverage as additional insureds under the Lexington policy. Exxon settled the personal-injury claims and continued to litigate coverage. Lexington argued that two exclusions in the policy barred coverage: one that excludes coverage for obligations of the insured under a workers' compensation law or any similar law; and one that excludes coverage for bodily injury to an insured's employee arising out of employment by the insured or performing duties related to the conduct of the insured's business. Lexington argued that the exclusions applied because Exxon was a statutory employer of the injured workers under the Labor Code.

On cross-motions for summary judgment, the trial court ruled that the exclusions did not apply. The court of appeals agreed with Lexington that the second exclusion applied and rendered a take-nothing judgment against Exxon. The Court granted Exxon's petition for review and heard oral argument on October 7, 2026.

[CA Opinion: 736 S.W.3d 1 (Tex. App.—Beaumont 2025)]

b) *Zurich Am. Ins. Co. v. Burlington N. & Santa Fe Ry. Co.* (pets. granted Oct. 2, 2026) [25-0511]

This case arises from a railway's claims against an insurer to defend and indemnify the railway for asbestos-injury suits against it.

Burlington Northern transported vermiculite from Libby, Montana, while insured by Zurich American. Libby residents named Burlington

Northern as a defendant in hundreds of asbestos-exposure lawsuits. Zurich agreed to defend Burlington Northern and funded a settlement with over a thousand claimants but eventually asserted exhaustion of the relevant policies. In the ensuing coverage suit, Zurich moved for summary judgment, arguing (1) the injuries did not occur on the premises covered in the policies; and (2) because there was only a single accident or occurrence, the settlement payments Zurich made exhausted policy limits. Burlington Northern sought partial summary judgment on Zurich's duty to defend and argued that each plaintiff's exposure constituted a separate accident or occurrence under the policies.

The trial court granted Burlington Northern's motion and denied Zurich's motion. The court of appeals reversed in part, holding that the Libby lawsuits allege injuries that occurred on covered premises but that the Libby claims constitute a single causative event. However, it held that Zurich did not conclusively establish that its settlement payments had exhausted the policy limits or that Zurich had a right to recoupment.

The parties cross-petitioned for review. Burlington Northern argues that the Libby exposures are multiple accidents or occurrences under the policies. Zurich argues that the court of appeals misplaced the burden to show exhaustion, that the Libby claimants' references to the covered premises are too slight to implicate coverage, that the continuous exposures resulted in one claim or occurrence, and that the conditions for recoupment have been met.

[CA Opinion: ___ S.W.3d ___, 2025 WL 807496 (Tex. App.—Fort Worth 2025)]

J. JURISDICTION

1. Ecclesiastical Abstention

a) *United Methodist Rio Tex. Conf. Bd. of Trs. v. Alice First Methodist Church* (pet. granted June 12, 2026) [25-1086]

This case raises questions about the ecclesiastical-abstention doctrine.

The Book of Discipline sets out matters of doctrine, policy, and procedures for the United Methodist Church. In 2019, the Church amended the Discipline to change certain policies related to ordination, marriage, and sexuality and to set out procedures governing local congregations' disaffiliation from UMC based on disagreements with those policies. After a group of churches in the Rio Texas Conference voted to disaffiliate, the churches' counsel informed the Conference that the churches would retain all their real and personal property but would not comply with certain terms required by the Discipline, such as signing a disaffiliation agreement and paying unfunded pension amounts.

The Conference sued the local churches for a declaratory judgment that they must comply with all the Discipline's disaffiliation procedures. The churches filed a plea to the jurisdiction, arguing that the trial court lacked subject-matter jurisdiction over the suit under the ecclesiastical-abstention doctrine. The trial court granted the plea and dismissed the suit. The court of appeals affirmed, reasoning that because the Discipline is a doctrinal and

church-governance document, and courts cannot resolve the parties' dispute without interpreting it, adjudication of the dispute risks judicial entanglement with ecclesiastical matters.

On petition for review, the Conference argues that the disaffiliation requirements that are the subject of the suit are entirely secular, and that, therefore, the suit can be decided through application of neutral principles of law without addressing ecclesiastical issues. Alternatively, the Conference argues that even if the ecclesiastical-abstention doctrine applies, it is entitled to judgment because it, the higher ecclesiastical authority, has determined that the local churches are obligated to pay the disputed pension payments.

[CA Opinion: 736 S.W.3d 127 (Tex. App.—San Antonio 2025)]

2. Standing

a) *Clark v. Rodriguez* (pet. granted May 29, 2026) [25-0182]

At issue in this case is whether local workers have taxpayer standing to challenge school board members' determination of the prevailing wage rate for construction projects within the school district.

Corpus Christi Independent School District's school board voted to approve prevailing wage rates for construction projects within the school district based in part on surveys of wages in neighboring counties. A union of electrical workers and individual electrical workers sued the board and its members alleging that the determined prevailing wage rate improperly relied on data outside the school district in violation of the Government Code.

The trial court granted summary judgment for the school board and its members. The court of appeals affirmed in part and reversed in part. The court reversed as to the individual electrical workers' ultra vires claims, holding that they had taxpayer standing to challenge the board members' prevailing wage rate determination.

The board members filed a petition for review, asserting that the electrical workers do not have taxpayer standing because they have not tied their claim to any concrete and specific illegal expenditure. They insist that speculative expenditures are insufficient to invoke taxpayer standing. Furthermore, they contend that prevailing wage rate determinations can take account of wages in neighboring counties and, in the alternative, prevailing wage rate determinations are not subject to judicial review.

The electrical workers argue that because the prevailing wage rate determination is unlawful, all contract work paid and negotiated under that determination is illegal. They further argue that prevailing wage rate determinations must be based solely on a survey of wages within the corresponding political subdivision and that judicial review of the procedure used to make a prevailing wage rate determination is not barred. The Supreme Court granted review and heard oral argument on September 17, 2026.

[CA Opinion: 736 S.W.3d 56 (Tex. App.—Corpus Christi–Edinburg 2024)]

K. JUVENILE JUSTICE

1. Discretionary Transfer

a) *In re L.H.* (pet. granted Mar. 27, 2026) [25-0229]

At issue in this case is whether the court of appeals properly concluded there was insufficient evidence to support a juvenile's transfer to criminal district court after his eighteenth birthday.

The State charged L.H. with murder in juvenile court when he was sixteen years old. Two days before L.H. turned eighteen, the juvenile court denied the State's request to waive its jurisdiction and transfer the case to district court. The State later asked the juvenile court to transfer the case under a separate provision of the Juvenile Justice Code governing persons over eighteen. Among other things, that provision requires the juvenile court to find that it was not practicable to proceed in juvenile court before L.H. turned eighteen through no fault of the State. The juvenile court granted the State's request and transferred the case to district court. The court of appeals reversed and remanded, holding that there was insufficient evidence to support the juvenile court's finding.

The State petitioned for review. It argues that the court of appeals erroneously interpreted the phrase "practicable to proceed." The State also argues that the court improperly omitted events after L.H.'s eighteenth birthday from the practicability analysis. The Supreme Court granted the petition and heard oral argument on September 15, 2026.

[CA Opinion: 733 S.W.3d 55 (Tex. App.—Houston [1st Dist.] 2024)]

L. NEGLIGENCE

1. Duty

a) *In re Simon Prop. Grp., L.P.* (argument granted on pet. for writ of mandamus Mar. 27, 2026) [26-0023]

At issue in this case is whether an outlet shopping mall and its corporate affiliates are entitled to mandamus relief from the trial court's denial of their motion to dismiss various tort claims arising from a mass shooting at the mall.

In May 2023, a lone gunman opened fire at an outlet mall in Allen, Texas, killing eight people and wounding seven others. The outlet mall, owned by Simon Property Group, contracted with Allied Security Services to provide security at the mall. Victims and family members of those who died sued Simon, Allied, and the owner of the nearby hotel where the gunman prepared for his attack. They asserted various negligence and premises liability claims, alleging that Simon was aware of the risk of a mass shooting at the mall but lacked adequate security measures to protect shoppers from such an attack. Simon moved to dismiss the claims under Rule 91a of the Texas Rules of Civil Procedure. The trial court denied the motion.

Simon sought mandamus relief in the court of appeals. After the court denied that request, Simon filed a petition for writ of mandamus in the Supreme Court, arguing that it has no duty to protect shoppers from unforeseeable criminal conduct like a premeditated mass shooting. The Court heard oral argument on September 16, 2026.

[CA Opinion: 735 S.W.3d 820 (Tex. App.—Dallas 2025)]

2. Independent Contractors

a) *Baird/Williams Constr. II, Ltd. v. Martinez* (pet. granted June 19, 2026) [25-1097]

This case concerns the amount of control over the means, methods, or details of work that is sufficient for a general contractor to be liable for injuries suffered by a subcontractor's employees.

Hutto Independent School District hired general contractor Baird/Williams to renovate four elementary school campuses. Baird/Williams hired subcontractor Amos Electric Supply to do the electrical work. The subcontract generally put Amos in charge of completing the work and ensuring a safe environment. The contract also said that Amos's work would be completed under the direction and to the satisfaction of Baird/Williams.

Amos hired Martinez to replace light fixtures at one of the schools. While changing the lights, Martinez fell off a stepladder, sustaining significant injuries. He sued Baird/Williams for negligence and gross negligence. Baird/Williams moved for summary judgment, arguing that it owed Martinez no legal duty because it lacked contractual or actual control over his work. The trial court granted the motion and rendered a take-nothing judgment in favor of Baird/Williams.

The court of appeals reversed. It reasoned that the contract gave Baird/Williams a right to control the manner and means of Amos's work—including safety measures governing the use of ladders—and that as a result, Baird/Williams owed Amos's employees a duty of care.

Baird/Williams petitioned the Supreme Court for review. It argues that the court of appeals read a provision of the contract out of context and that the contract, taken as a whole, established that Amos had sole responsibility for its employees' safety and the method and means by which work would be performed.

[CA Opinion: 735 S.W.3d 813 (Tex. App.—Austin 2025)]

M. PROBATE: WILLS, TRUSTS, ESTATES, AND GUARDIANSHIPS

1. Trust Administration

a) *In re Power* (argument granted on pet. for writ of mandamus Sept. 4, 2026) [25-1116]

This mandamus challenges a trial court's order for an accounting of a trust under the Property Code.

Bill Howell and his siblings John and Susan are the respective beneficiaries of three subtrusts that are part of a broader family trust. Bill sued for an accounting of Susan's and John's trusts after a stock sale between the two trusts. Bill contended that the sale violated governing documents and could jeopardize the spendthrift status of all trusts. The trial court granted Bill's motion for summary judgment and ordered an accounting.

The trustee of Susan's trust, Power, sought mandamus relief from the trial court's order. Power contends that Bill is not entitled to an accounting because he is not a beneficiary or interested person under the relevant

statute. Power argues that Bill's contingent interest in Susan's trust is too remote and that he has no interest in or claim against Susan's trust and is insufficiently affected by its administration. Power also argues that an appellate remedy is inadequate for an accounting disclosed prior to final judgment.

[CA Opinion: 740 S.W.3d 592 (Tex. App.—Fort Worth 2025)]

2. Will Construction

a) *Est. of Long* (pet. granted May 29, 2026) [25-0601]

The issues in this case are whether the court of appeals erred in declining to consider evidence tending to show that certain trusts were continued rather than terminated and whether bequests to the trusts failed because the trusts had terminated by their own terms before the testator died.

In the 1950s, a couple created trusts for each of their four sons. One of those sons, Charles Edward Long, later executed a will that, in relevant part, left the residue of his estate to his brothers' trusts, should the beneficiaries of those trusts survive him. Charles Long died in 2020 and was survived by two of his brothers and by Barbara Zazulak, his only child.

One of Charles Long's brothers filed the will for probate, and the trial court ordered the will admitted to probate. Zazulak filed a petition to set aside that order, and the parties filed cross-motions for summary judgment. The court granted Zazulak's motion, denied the Long brothers' motion, found that Zazulak is Charles Long's heir, and declared that the entire residue of Charles Long's estate passes to Zazulak.

The court of appeals affirmed. According to the court, the Long brothers' trusts had terminated by their own terms before Charles Long's death. The court held that the will's text was unambiguous, and it declined to consider evidence that may have shown that the trusts were continued rather than terminated.

The Long brothers petitioned the Supreme Court for review. The Court granted the petition and heard oral argument on October 7, 2026.

[CA Opinion: 736 S.W.3d 97 (Tex. App.—Texarkana 2025)]

N. PROCEDURE—APPELLATE

1. Preservation of Error

a) *WCJ Assets, Ltd. v. US Trinity Bridgeport, LLC* (pet. granted Oct. 2, 2026) [26-0353]

The issue in this case is whether an interlocutory order that lacks decretal language is effective to adjudicate a claim for purposes of error preservation.

WCJ sued US Trinity for allegedly violating a ranch sale contract. US Trinity filed counterclaims. The trial court granted various motions filed by US Trinity to dispose of WCJ's claims, but the trial court's order did not include decretal language. US Trinity nonsuited its claims but reserved its claim for attorney's fees as the prevailing party on WCJ's declaratory judgment action. The trial court granted US Trinity's application for attorney's fees. After a jury determined the fee

amount, the trial court signed a final judgment awarding attorney's fees to US Trinity. The judgment specified that it disposes of all parties and claims and is appealable.

WCJ appealed, asserting errors related to the orders granted before the final judgment. The court of appeals held that errors related to the partially dispositive interlocutory orders were not preserved because they did not merge into the final judgment.

WCJ petitioned the Supreme Court for review. It alleges that the court of appeals erred in declining to reach the merits of the appeal on procedural default grounds. Alternatively, WCJ argues that the law of the case established that the earlier orders were adjudicated before the final judgment. Specifically, WCJ points to its earlier interlocutory appeal, which was dismissed because the court of appeals concluded the appeal was mooted by an order granting US Trinity's motion for summary judgment on WCJ's breach of contract claim.

[CA Opinion: ___ S.W.3d ___, 2025 WL 3723942 (Tex. App.—Fort Worth 2025)]

2. Temporary Orders

a) *In re Drusch* (argument granted on pet. for writ of mandamus June 19, 2026) [26-0107]

At issue in this case is whether a stay of trial court proceedings is required during the pendency of an interlocutory appeal regarding a motion to compel arbitration.

Drusch is the CEO and majority owner of TrueAero Group, LLC, which is the sole member of TrueAero, LLC. Borchers is a former employee of TrueAero. During the course of his employment, Borchers entered into a number of contracts with Drusch and his employer, some of which contained arbitration agreements. Borchers ultimately sued Drusch and TrueAero over a promissory note and security agreement. Drusch and TrueAero sought to compel arbitration.

The Business Court denied the motion, reasoning that the operative contract did not contain an arbitration provision. Drusch and TrueAero filed an interlocutory appeal challenging that order. They also filed with the court of appeals a motion to stay trial court proceedings during the interlocutory appeal. The court of appeals denied that motion.

Drusch and TrueAero filed a mandamus petition in the Supreme Court of Texas. They argue that proceedings in the trial court must be stayed while their motion to compel arbitration is being appealed. They assert that during an interlocutory appeal, trial courts lack jurisdiction over the subject of that interlocutory appeal and cannot act in a manner that would impede the relief requested in the court of appeals. When the subject of the interlocutory appeal is whether the case belongs in court or arbitration, Drusch and TrueAero reason that any act by the trial court inhibits their requested relief—that the case be sent to arbitration.

Borchers insists that Texas statutory law has no requirement that trial court proceedings be stayed while a motion to compel arbitration is on interlocutory appeal. Even if such a

requirement did exist, Borchers argues that there should be an exception for frivolous arguments and that Drusch's and TrueAero's arbitration argument is frivolous.

O. PROCEDURE—PRETRIAL

1. Certificates of Merit

a) *Zody v. Aran & Franklin Eng'g, Inc.* (pet. granted Mar. 27, 2026) [25-0374]

This professional negligence case concerns whether a third-party petition in a construction dispute complied with the certificate of merit requirements found in Civil Practice & Remedies Code Chapter 150.

As a general contractor, New Millennium Construction hired Aran & Franklin to serve as its Appointed Qualified Inspector. The property owners later sued New Millennium for professional negligence, and New Millennium brought a third-party claim against Aran & Franklin. Aran & Franklin moved to dismiss the claim for New Millenium's failure to attach a certificate of merit affidavit. The trial court denied the motion, and the court of appeals reversed. On remand, and after New Millennium provided an affidavit to support its claim, the trial court dismissed the case without prejudice.

New Millennium then refiled the third-party claim, attaching another certificate of merit from a different affiant. Aran & Franklin again moved to dismiss, arguing that the affiant was not competent to opine on the work performed. The trial court denied the motion to dismiss. The court of appeals again reversed, holding that the first certificate of merit was not filed contemporaneously with the second third-party action and thus is ineffective. The court also rejected the second certificate of merit because the court concluded that the affiant was not qualified to opine on Aran & Franklin's work.

New Millennium filed a petition for review, arguing that the first certificate of merit on file with the trial court was contemporaneously filed with its second petition and the affiant of its second certificate of merit is qualified to opine about the work performed. The Supreme Court granted review and heard oral argument on September 16, 2026.

[CA Opinion: 733 S.W.3d 72 (Tex. App.—Corpus Christi–Edinburg 2025)]

b) *Stanley Spurling & Hamilton, Inc. v. Moore* (pet. granted June 19, 2026) [26-0307]

At issue is whether a plaintiff seeking a statutory extension of time to file a certificate of merit must allege in the first-filed petition that time constraints from an impending limitations deadline prevented contemporaneous filing of the certificate.

Candace Moore sued multiple defendants alleging a decorative facade collapsed and injured her. Days before limitations expired, Moore amended her petition to add claims against an engineering firm involved with repairing the facade. When claims involve the rendition of licensed professional services, the Civil Practice and Remedies Code requires the contemporaneous filing of a certificate of merit. But if limitations will expire within ten days of

filing suit, a thirty-day extension is permitted if the claimant asserts that time constraints prevented the certificate's timely preparation. Moore sought to invoke the extension within thirty days after suing the engineering firm, but the firm moved for dismissal, arguing that the time-constraint allegations had to be made in the petition that first asserted claims against it. The trial court dismissed Moore's claims against the firm with prejudice.

The court of appeals reversed, holding that Moore was entitled to an extension because the lack-of-time allegation may be made within the statute's thirty-day extension period.

The engineering firm's petition for review argues that the court of appeals' decision conflicts with this Court's precedents and creates a split of authority interpreting the statute. The firm contends that the statute requires the plaintiff to make the requisite allegation when the professional is first sued and that a later-filed certificate of merit cannot cure the omission. Moore responds that she complied with the statute because it does not specify when, how, or in what form the allegation must be made, so long as it is made within the thirty-day extension period.

[CA Opinion: 735 S.W.3d 887 (Tex. App.—Houston [14th Dist.] 2026)]

2. Discovery

a) *In re Colvin* (argument granted on pet. for writ of mandamus Sept. 4, 2026) [26-0242]

In this legal malpractice case, the issue is whether a discovery subpoena directed to a settling party in a resolved underlying lawsuit is overly broad and unduly burdensome.

Trust beneficiary Emily Colvin sued Jay W. Colvin III, her father and trustee, for breach of trust, breach of fiduciary duty, and unjust enrichment. Brock Upman Yost represented Emily and negotiated a final settlement with Jay. The settlement provided funds to Emily, and she in turn released any claims against her father. After the litigation concluded, Emily sued Brock Upman Yost, alleging that the settlement funds she received were insufficient due to her attorney's malpractice. During arbitration proceedings, at Emily's request, the arbitrator directed a subpoena to Jay requesting that he produce all trust-related books, records of property sales, accountings, records of trust management, and tax returns. When Jay did not comply, Emily obtained an order from the trial court enforcing the subpoena.

The court of appeals denied Jay's petition for mandamus relief. Jay maintains at the Supreme Court that the terms of the settlement bars the subpoena and, in any event, it is overbroad and imposes an undue burden on a third party.

[CA Opinion: 741 S.W.3d 298 (Tex. App.—Houston [1st Dist.] 2026)]

b) *In re Hughey* (argument granted on pet. for writ of mandamus May 29, 2026) [25-0463]

At issue in this case is whether the trial court abused its discretion in striking the use of a non-stenographically recorded, artificial-intelligence-generated deposition transcript.

Patrick Hughey sued Reddico Construction for wrongful termination. During discovery, Hughey noticed a remote electronic oral deposition of Reddico's corporate representative over Skribe.ai. The corporate representative and her counsel accepted Skribe.ai's terms of services before attending the deposition. The corporate representative then appeared and did not object. The deposition proceeded, and Skribe.ai created a written transcript of the non-stenographic recording for the parties. The corporate representative reviewed the transcription, made some corrections, and signed a notary-witnessed errata sheet. Hughey later filed a motion to compel additional depositions and served deposition notices. Reddico moved to quash the depositions and to preclude Hughey from using the written transcription of the previous deposition. The trial court granted Reddico's motion, quashed future non-stenographic depositions, and struck and barred the use of the corporate representative's testimony prepared by use of Skribe.ai.

Hughey sought mandamus relief, which the court of appeals denied. The court reasoned that the trial court only struck the written transcription prepared by means other than a certified court reporter and did not exclude the video deposition from evidence or preclude Hughey from playing that video. The court concluded that Hughey therefore had sufficient time to engage a certified court reporter to transcribe the video deposition. Hughey filed a mandamus petition in the Supreme Court. The Court heard oral argument on October 6, 2026.

[CA Opinion: 735 S.W.3d 810 (Tex. App.—Beaumont 2025)]

c) *In re Tex. Dep't of Fam. & Protective Servs.* (argument granted on pet. for writ of mandamus June 19, 2026) [25-0663]

At issue is whether a probate court judge abused his discretion by permitting a forensic computer examiner to search through a State-owned database containing confidential records.

To support a statute of limitations defense, defendants in a probate proceeding subpoenaed the Texas Department of Family and Protective Services, a nonparty, for investigatory records. DFPS produced some redacted documents but otherwise maintained that the requested records had been purged pursuant to DFPS's records-retention policy. The defendants filed a motion to compel and to disclose confidential information. After a hearing on the motion, the probate court judge sua sponte ordered DFPS to allow a forensic computer examiner to "conduct a diligent search through" DFPS's database and retrieve the requested records. The court of appeals denied mandamus relief, and DFPS filed a mandamus petition in the Supreme Court.

DFPS argues that the probate court judge improperly granted a private third party unfettered access to DFPS's database. DFPS asserts that because it is impossible to constrain a third party's access in the database to only relevant documents, the examiner would necessarily be exposed to highly sensitive and statutorily confidential information pertaining to abuse of

children, the elderly, and people with disabilities. According to DFPS, the judge improperly granted unrequested relief and violated statutory directives, various Texas Rules of Civil Procedure, and this Court's ruling in *In re Weekley Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009). Real Party in Interest Denny (one of the probate court defendants) argues that appointing the examiner to retrieve the documents at issue was a proper exercise of the judge's statutory authority.

[CA Opinion: 735 S.W.3d 811 (Tex. App.—Austin 2025)]

3. Responsible Third Party Designation

a) *In re INEOS Ams., LLC* and *In re INEOS Ams., LLC* (argument granted on pets. for writ of mandamus Oct. 23, 2026) [26-0343, 26-0542]

These mandamus proceedings concern whether the trial court abused its discretion in striking the defendant's request to designate responsible third parties.

INEOS operates a chemical plant. It bought liquified petroleum gas from EnerChem. EnerChem hired RLC to deliver the gas. Landor was RLC's truck driver. Landor was not certified to haul liquefied petroleum gas, and his truck allegedly had defective fittings. A Railroad Commission employee inspected the truck and released Landor to make the delivery. Landor arrived at the plant, but when he attempted to offload the gas it ignited, injuring several persons who sued INEOS and others for negligence.

INEOS moved to designate EnerChem and the Commission as responsible third parties. The trial court initially granted but then struck both RTP designations. INEOS sought mandamus relief, which the court of appeals denied.

INEOS filed separate mandamus petitions in the Supreme Court as to EnerChem and the Commission. INEOS argues that it complied with the requirements for designating RTPs under the Civil Practice and Remedies Code and that no valid procedural or substantive grounds exist for striking the RTP designations. The parties' disagreements include the application of res judicata as to the designation of EnerChem and whether INEOS presented sufficient evidence of the Commission's responsibility for the accident.

[CA Opinions: ___ S.W.3d ___, 2025 WL 3768101 (Tex. App.—Houston [1st Dist.] 2025); ___ S.W.3d ___, 2026 WL 1216453 (Tex. App.—Houston [1st Dist.] 2026)]

4. Rule 91a

a) *City of Houston v. Sanchez* (pet. granted Oct. 23, 2026) [25-1051]

The case asks what a plaintiff must allege at the pleadings stage to overcome the emergency and 9-1-1 exceptions to the Texas Tort Claims Act's waiver of governmental immunity.

Sanchez sued the City of Houston after he was rear-ended by a Houston police officer driving a police vehicle with the emergency lights activated. The City filed a Rule 91a motion to dismiss, arguing Sanchez's claims have no basis in law because he failed

to plead facts sufficient to overcome governmental immunity; specifically, to negate application of the emergency and 9-1-1 exceptions to the TTCA's waiver of immunity. Sanchez amended his petition to address both exceptions. Sanchez alleged that the exceptions do not apply because the officer violated the Transportation Code by operating the vehicle with reckless disregard for the safety of others. The trial court denied the City's motion, and the court of appeals affirmed, holding that Sanchez pleaded sufficient facts to negate the exceptions.

In its petition for review, the City argues that Sanchez's allegations concerning the exceptions are conclusory and fail to assert the officer's recklessness and that they are therefore insufficient to avoid dismissal under Rule 91a. The City also contends that the courts of appeals are split on what a plaintiff must allege to negate or overcome these exceptions at the pleading stage.

[CA Opinion: ___ S.W.3d ___, 2025 WL 1657762 (Tex. App.—Houston [1st Dist.] 2025)]

b) *In re Ford Motor Co.* (argument granted on pet. for writ of mandamus June 12, 2026) [25-0865]

The issue in this case is whether the trial court abused its discretion in denying Ford's Rule 91a motion to dismiss.

Brian Cweren visited a Ford dealership to obtain repairs for his vehicle. After the dealership performed various repairs, Cweren inquired about the necessity of one of the repairs, which was allegedly performed pursuant to Ford's advice. During one of his visits to the dealership, Cweren was allegedly assaulted by a dealership employee. Cweren sued Ford, the dealership, and three dealership employees for breach of contract, fraud, DTPA violations, and assault. Ford filed a motion to dismiss under Texas Rule of Civil Procedure 91a. The trial court denied Ford's motion, and the court of appeals denied mandamus relief.

Ford sought mandamus relief, arguing that Cweren's claims against it fail because it did not perform any repairs on Cweren's vehicle and had no interaction with Cweren. Moreover, Ford asserts, it is statutorily barred from controlling an independent dealership. The Supreme Court heard oral argument on Ford's petition on October 7, 2026.

[CA Opinion: 735 S.W.3d 812 (Tex. App.—Houston [1st Dist.] 2025)]

c) *In re Liberty Cnty. Mut. Ins. Co.* and *In re ClaimTECH Sols.* (argument granted on pets. for writ of mandamus June 12, 2026) [25-0880, 25-0932]

In these original proceedings, an insurer and its claims administrator seek mandamus relief from orders denying their Rule 91a motions to dismiss a third-party claimant's lawsuit alleging damages from the insurer's settlement of her medical bills.

After being injured in an automobile accident, the claimant sued the other driver and filed a claim with the other driver's insurer. During the claims-handling process, the insurer's

claims administrator negotiated lower payments for the claimant's medical bills with the treating hospital, and the insurer paid the negotiated amounts. Alleging that this settlement diminished the value of her potential recovery in her suit against the other driver, the claimant sued the insurer and claims administrator under various tort and contract theories. The insurer and claims administrator moved to dismiss the claims under Rule 91a, arguing the claims presented no justiciable controversy and lacked any basis in law or fact. The trial court denied the motions, and the court of appeals summarily denied mandamus relief.

In the Supreme Court, the insurer and claims administrator argue that: (1) no justiciable controversy exists because the claimant assigned her rights in the medical bills to the hospital; (2) Texas law does not permit third-party claimants to directly sue an insurer until the insured's liability has been established; (3) the claims are not ripe because the alleged injuries are speculative; (4) Texas insurers have a legal right to negotiate and pay a claimant's medical bills during the claims-handling process; and (5) the pleadings provide no basis in law or fact for essential elements of the asserted causes of action.

[CA Opinions: 735 S.W.3d 813 (Tex. App.—Houston [1st Dist.] 2025); 735 S.W.3d 812 (Tex. App.—Houston [1st Dist.] 2025)]

5. Sanctions

a) *In re Delta Equine Ctr., Inc.* (argument granted on pet. for writ of mandamus May 29, 2026) [25-0340]

This mandamus proceeding concerns a trial court's pre-judgment sanction against counsel.

In the underlying case, Robyn Herring brought a bailment action and related claims against Delta Equine after Herring's horse was allegedly injured under Delta Equine's care. One exhibit offered by Herring during the jury trial included a text message that mentioned "insurance." Delta Equine's counsel later raised the text message with a witness. Herring immediately moved for a mistrial, which the trial court granted. Following a hearing, the trial court ordered Delta Equine's counsel to pay a pre-judgment sanction of $126,590.78 for fees to be incurred for a new trial. The trial court found that the mention of insurance violated a limine order and that the sanction could be imposed before final judgment because it would not impair Delta Equine's access to the courts.

Delta Equine sought mandamus relief at the court of appeals, arguing that the sanctions order was an abuse of discretion because there was no insurance limine order and because Delta Equine cannot otherwise be sanctioned for examining a witness about an exhibit in evidence. Delta Equine also argued that the pre-judgment sanction improperly requires it to fund Herring's litigation. The court of appeals denied mandamus relief, determining that the appellate remedy is adequate because Delta Equine did not

demonstrate that the pre-judgment sanction impairs its access to the courts.

The Supreme Court heard oral argument on Delta Equine's mandamus petition on September 17, 2026.

[CA Opinion: 735 S.W.3d 802 (Tex. App.—Tyler 2025)]

6. Sufficient Pleadings

a) *In re Morningstar Oil & Gas, LLC* (argument granted on pet. for writ of mandamus June 19, 2026) [25-0557]

This mandamus concerns the pleading requirements for demand futility in a suit on behalf of a limited partnership under Delaware law.

Morningstar brought a suit for declaratory relief against its former officer Vennerberg seeking to establish that it owed Vennerberg no compensation after his termination. Vennerberg filed counterclaims, including derivative claims on behalf of Morningstar against its co-founder and general partner, and asserted that pre-suit demand was futile. Morningstar filed special exceptions, which the trial court sustained as to the demand futility allegations. After Vennerberg repleaded, Morningstar again filed special exceptions that the trial court overruled.

Morningstar sought mandamus relief, arguing that Vennerberg must plead futility as to the directors of Morningstar's general partner—not the general partner itself—and failed to adequately do so. Morningstar contends that the pleading statute Vennerberg relied on to plead futility as to the general partner was abrogated by amendments to another statute permitting a general partner to delegate all powers without its conflicts imputing to the delegates.

[CA Opinion: 738 S.W.3d 544 (Tex. App.—Fort Worth 2025)]

P. PROCEDURE—TRIAL AND POST-TRIAL

1. Directed Verdicts

a) *Chamberlain, Hrdlicka, White, Williams & Aughtry, P.C. v. ESL Ventures, LLC* (pet. granted June 12, 2026) [24-0825]

This case concerns the scope of a directed verdict in a breach-of-contract suit.

ESL Ventures contracted with Chamberlain to consult on how Chamberlain could reduce its operating costs. Under the contract, ESL would provide its consulting services in three phases. The contract allowed Chamberlain to terminate the contract before all three phases were complete but imposed a different termination fee depending on the phase in which termination occurred. It is undisputed that Chamberlain terminated the contract early and that it did not pay a fee. But the parties dispute whether Chamberlain breached the second-phase clause or the third.

The trial court granted ESL Ventures' motion for directed verdict on Chamberlain's liability but did not specifically state which one of the three clauses of the termination-fee provision that Chamberlain breached. The parties dispute the clause on which directed verdict was granted. ESL Ventures' oral motion for directed verdict centered around the second-phase

clause, but the jury (which was asked to decide only the amount of damages, not the theory of liability) returned a verdict for an amount consistent with only the third-phase clause.

The court of appeals affirmed. It held that the trial court's ruling was ambiguous as to which clause of the termination-fee provision Chamberlain breached. The court then looked to the rest of the record to determine the scope of the ruling. It held that both the jury charge and the parties' closing arguments left open the possibility that the jury could award damages in an amount consistent with the third-phase clause, so the directed verdict must have permitted such recovery.

Chamberlain petitioned the Supreme Court for review, arguing that the court of appeals erred in interpreting the scope of the directed verdict based on the entire record rather than only the ground stated in ESL Ventures' motion. Chamberlain also argues that the phase in which it terminated the contract implicates the question of liability, not the amount of damages. As a result, Chamberlain contends that the court of appeals should have held that the trial court granted a directed verdict on liability under the second-phase clause and that the verdict did not support the third-phase damages award.

[CA Opinion: 736 S.W.3d 31 (Tex. App.—Houston [1st Dist.] 2024)]

2. Right to Appear

a) *Ellis v. Prince* (pet. granted Oct. 2, 2026) [25-0939]

The issue in this case is whether a parent appearing as next friend may represent his or her minor child in a personal injury action or whether the absence of an attorney requires dismissal of the action.

Eric Ellis, as next friend to his minor child H.D.E., sued several defendants for an alleged injury to H.D.E. Ellis, who is not a licensed attorney, appeared on his daughter's behalf. The trial court dismissed the claims against each defendant on the ground that, as a non-attorney, Ellis could not prosecute them on H.D.E.'s behalf. The court of appeals agreed that Ellis's status as his daughter's next friend did not allow him to represent her interest because he is not an attorney. The court affirmed the trial court's final order but modified the dismissal to be without prejudice.

In the Supreme Court, Ellis argues that the Family Code and Rules of Civil Procedure give parents the right to represent their children's legal interests. Ellis further argues that to deny a parent the right to seek redress for injuries to his child would violate the parent's fundamental right to care for his child and the child's constitutional right to access Texas courts. Defendants argue that Ellis is conflating his right to serve as his daughter's next friend and to make legal decisions for her with a right to practice law. They also contend that Ellis waived his constitutional arguments and that those arguments lack merit.

[CA Opinion: ___ S.W.3d ___, 2025 WL 2370582 (Tex. App.—Fort Worth 2025)]

3. Separate Trials

a) *In re Avid Wealth Partners, LLC* (argument granted on pet. for writ of mandamus Oct. 23, 2026) [25-0806]

This case concerns whether common-law tort claims and claims brought under the Texas Uniform Fraudulent Transfer Act can be tried jointly or must be tried separately.

In 2021, Steven Moy was killed after being thrown from a golf cart driven by Jeremy Sagray. The decedent's wife, Misty Moy, sued Sagray for negligence. Moy also alleged that Sagray, his wife, and several corporate entities controlled by the Sagrays fraudulently transferred assets in violation of TUFTA to prevent Moy from recovering on her common-law claims.

The Sagrays moved to hold separate trials: one on Moy's common-law claims and the other on Moy's statutory claims alleging fraudulent transfers. The trial court denied the motion. The Sagrays sought mandamus relief in the court of appeals, arguing that evidence related to the allegedly fraudulent transfers, if introduced in a trial on Moy's common-law claims, would amount to prejudicial evidence of Sagray's wealth. The court of appeals denied relief.

In their petition to the Supreme Court, the Sagrays argue that Moy's common-law and statutory claims are not substantially related and reiterate that separate trials are needed to prevent the introduction of prejudicial evidence of wealth.

[CA Opinion: ___ S.W.3d ___, 2025 WL 1649210 (Tex. App.—San Antonio 2025)]

Q. REAL PROPERTY

1. Condemnation

a) *Montellano v. Jones* (pet. granted Oct. 23, 2026) [26-0507]

The issue in this case is whether a statute requiring the government to provide relocation services applies only to eminent domain acquisitions.

Richard Montellano owned property in San Antonio. The City determined that Montellano's home was a public nuisance and ordered that it be demolished. Montellano sued City officials. He argued that the officials failed to comply with the Property Code because they had not established a relocation assistance program to help him and others in similar situations. The officials filed a plea to the jurisdiction, which the trial court granted.

The court of appeals affirmed. It concluded that the term "acquisition," as used in the statute, refers only to situations in which possession of the property or the right to use the property will pass to the government. Because the City did not exercise its eminent domain authority, the court held that the officials did not fail to comply with the statute.

In the Supreme Court, Montellano argues that the court of appeals' interpretation of the statute will prevent state and local governments from complying with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act. According to Montellano, that lack of compliance could result in the loss of federal funding. In response, the officials argue that the court of appeals correctly held that the statute does not apply to nuisance abatements.

[CA Opinion: ___ S.W.3d ___, 2026 WL 157128 (Tex. App.—San Antonio 2026)]

2. Easements

a) *Orleans Harbour Homeowners Ass'n v. West Harbour, LLC* (pet. granted May 29, 2026) [24-1063]

This case concerns the existence of an easement by estoppel, the transfer of title by adverse possession, and the mootness of a declaratory-judgment claim.

Orleans Harbour Homeowners Association and West Harbour, LLC own adjoining properties. Orleans Harbour asserts interests in two tracts of West Harbour's property. With respect to the first tract, Orleans Harbour claims that it has an easement by estoppel because Orleans Harbour built out and landscaped the tract for several decades. With respect to the second tract, Orleans Harbour claims to own it by adverse possession because Orleans Harbour built a driveway over the tract and has used the driveway for several decades. West Harbour counterclaimed for a declaratory judgment establishing the correct property line.

Orleans Harbour filed a plea to the jurisdiction, arguing that the counterclaim was moot because the parties had agreed to the correct property line. The trial court granted the plea. After trial, the trial court rendered judgment on the jury's verdict, granting Orleans Harbour an easement by estoppel over the first tract and title to the second tract by adverse possession.

The court of appeals reversed on all three claims. It held that there was legally insufficient evidence to support the trial court's finding of an easement by estoppel; that there was factually insufficient evidence to support the trial court's finding of adverse possession; and that West Harbour's declaratory-judgment counterclaim was not moot because the property line was still being disputed at trial.

Orleans Harbour petitioned the Supreme Court for review, arguing that legally and factually sufficient evidence supported the trial court's finding of an easement by estoppel and that the court of appeals erred in holding that a vendor–vendee relationship is an element of an easement by estoppel. Orleans Harbour also argues that factually sufficient evidence supported the trial court's finding of adverse possession because the judgment's description of the tract was reasonably specific. Finally, Orleans Harbour argues that the property line was not in dispute at trial because Orleans Harbour had previously represented on the record that it did not dispute the property line. The Supreme Court granted the petition and heard oral argument on September 17, 2026.

[CA Opinion: 736 S.W.3d 38 (Tex. App.—Houston [14th Dist.] 2024)]

3. Zoning & Ordinances

a) *Merger Three, LLC v. City of Kemah* (pet. granted Oct. 23, 2026) [26-0575]

The issue in this case is whether a road is "closed" under the Transportation Code when its use is restricted to pedestrians and emergency vehicles.

The Transportation Code authorizes the governing body of a general-law municipality to close a street if

a petition signed by all owners of real property abutting the street is submitted. The City of Kemah passed an ordinance restricting access to a portion of Sixth Street as part of an economic redevelopment plan. The ordinance restricts traffic on Sixth Street to pedestrians and emergency vehicles for at least ten years. Merger Three LLC and other business operators along the relevant portion of Sixth Street sued, alleging they did not consent to the ordinance and seeking a temporary injunction to prevent its implementation. The trial court granted the temporary injunction. The court of appeals reversed, holding that the ordinance did not close the street because it did not prevent all vehicular traffic.

In its petition for review, Merger Three argues that a street is "closed" under the statute when it cannot be used by the public for ordinary vehicular traffic. Here, the ordinance restricts ordinary vehicular traffic. Thus, because the Transportation Code requires all abutting property owners to consent to a street closure, it argues that the ordinance is invalid.

[CA Opinion: ___ S.W.3d ___, 2026 WL 740665 (Tex. App.—Houston [14th Dist.] 2026)]

R. STATUTE OF LIMITATIONS

1. Accrual

a) *Great Am. Ins. Co. of N.Y. v. Williamson County* (pet. granted Sept. 4, 2026) [25-1045]

At issue is when a public work contract is "terminated" under the Government Code for statute of limitations purposes.

Williamson County contracted with a construction company to build a park. Pursuant to Chapter 2253 of the Government Code, which governs public work contracts, Great American issued a performance bond to the contractor and served as surety on the bond. In June 2021, the County terminated the contractor and demanded that Great American perform on the bond. In December 2021, Great American sent a letter to the County relinquishing its right to complete the contract and offering to pay the County under its surety obligation.

The County sued Great American in August 2022 for failing to pay its obligations under the bond. Great American moved for summary judgment, arguing that Chapter 2253's one-year statute of limitations began running in June 2021, when the County terminated the contractor from the project. The trial court denied the motion but granted a request for permissive appeal.

A divided court of appeals affirmed, holding that Great American did not conclusively establish that the County's termination of the contractor's employment constituted termination of the public work contract under the statute. The dissenting justice would have held that limitations began running when the County terminated the contractor.

Great American petitioned for review, arguing that the statute's text demonstrates that a public work contract is terminated when the governmental entity terminates the contractor from the project. The County argues that determining when termination occurs is a fact-bound inquiry requiring

consideration of the statutory text and the contract and bond.

[CA Opinion: 740 S.W.3d 555 (Tex. App.—Austin 2025)]

2. Discovery Rule

a) *NCAA v. Kennedy* (pet. granted Sept. 4, 2026) [25-0338]

This case concerns application of the discovery rule to avoid the statute of limitations and what evidence is sufficient to establish that a plaintiff knew or should have known that an injury was caused by the defendant's actions.

When Roger Braugh Sr. died in 2019, his autopsy revealed that he had been suffering from Chronic Traumatic Encephalopathy. Braugh's family brought a wrongful-death suit against the NCAA, alleging that his CTE was caused by head trauma he received while playing college football and that the NCAA failed to adopt appropriate concussion protocols.

The NCAA moved for summary judgment based on limitations. The family alleged that the discovery rule precluded limitations. The NCAA responded by identifying events that it claims should have provided the family with knowledge of the connection between Braugh's brain injury and the NCAA's actions, including the family's decision to opt out of a class-action settlement against the NCAA. The family argued instead that there was no objective verification of causation until Braugh's autopsy. The trial court granted summary judgment and dismissed the family's claims.

The court of appeals reversed and remanded for a new trial. It held that the discovery rule applied to the family's claims and that the NCAA failed to establish that those claims accrued as a matter of law on any of the potential dates it suggested. The court concluded that none of the events identified by the NCAA provided objective verification that Braugh's symptoms were football-related injuries.

The NCAA petitioned for review, arguing that a conclusive medical determination of causation is not required to establish that the family knew or should have known that Braugh's injury was caused by the NCAA's actions for limitations purposes.

[CA Opinion: 741 S.W.3d 261 (Tex. App.—Dallas 2025)]

S. TAXES

1. Property Tax

a) *San Patricio Cnty. Appraisal Dist. v. Devon Gas Servs., L.P.* and *San Patricio Cnty. Appraisal Dist. v. Gunvor USA LLC* (pets. granted May 1, 2026) [26-0153, 26-0157]

These cases concern whether oil stored in tanks in San Patricio County is exempt from ad valorem taxation under federal or state law.

Crude oil is delivered via pipeline from wells around the region to tanks in the County, where it is stored until transferred to an export terminal in Corpus Christi. For 2023, the San Patricio County Appraisal District appraised Devon's taxable property to include more than 219,000 barrels of stored oil, valued at over $17 million, and it appraised Gunvor's taxable property to include more than 428,000

barrels of stored oil, valued at over $38 million. The companies argue that the oil is exempt from taxation under the Import–Export Clause of the U.S. Constitution, Article I, Section 10, which limits taxes a state can impose on imports or exports. The Texas Tax Code incorporates exemptions on ad valorem taxation imposed by federal law.

The trial court granted summary judgment for the companies, and the court of appeals affirmed. The District filed petitions for review arguing that the lower courts erred because the oil is not merely passing through Texas but is constantly present in substantial quantities in, and has a substantial nexus to, the state. The Supreme Court granted the petitions and consolidated them for oral argument on October 8, 2026.

[CA Opinion: 731 S.W.3d 908 (Tex. App.—Corpus Christi–Edinburg 2026)]

T. TEXAS CITIZENS PARTICIPATION ACT

1. Applicability

a) *Bailey Cowan Heckaman, PLLC v. Clark, Love & Hutson, GP* (pet. granted Oct. 2, 2026) [25-0534]

The issues in this case are (1) whether the personal-injury exemption in the Texas Citizens Participation Act applies to a claim for breach of an agreement to litigate personal-injury claims and (2) whether courts must determine the applicability of the Act before determining the applicability of a statutory exemption.

GlaxoSmithKline began manufacturing Paxil, an antidepressant drug, in the 1990s. After public reports alleged personal injuries arising from Paxil's use, numerous lawsuits were filed nationwide. In 2007, the Bailey firm and the Clark firm signed a letter agreement to share the costs of, and fees from, litigating Paxil claims against GSK. The firms brought hundreds of cases together that settled in 2010. The parties disagree whether the 2007 agreement remained in place after that first round of settlements. In 2017, Bailey settled a number of additional Paxil cases but did not share its fees with Clark.

Clark sued Bailey, alleging that under the 2007 agreement, it is entitled to half of Bailey's fees from the 2017 settlements. Bailey moved to dismiss the claim under the TCPA, asserting that the 2007 agreement and the 2017 settlements are communications protected by the Act. In response, Clark argued that its claim meets the statutory exemption for "a legal action seeking recovery for bodily injury, wrongful death, or survival or to statements made regarding that legal action."

The trial court denied Bailey's motion to dismiss. The court of appeals affirmed. Because it held that the personal-injury exemption applies to Clark's breach-of-contract claim, the court found it unnecessary to undertake the three-step analysis ordinarily required to determine the Act's applicability and the defendant's entitlement to dismissal. Bailey filed a petition for review.

[CA Opinion: 710 S.W.3d 423 (Tex. App.—Eastland 2025)]

2. Initial Burden

a) *Chabot v. Frazier* (pet. granted June 19, 2026) [25-0995]

The issue in this case is whether the trial court erred in denying the defendant's motion to dismiss under the Texas Citizens Participation Act.

In an effort to prevent Frazier from being reelected to the Texas Legislature, Chabot ran a website that included news stories about how Frazier had pleaded no contest to criminal charges and its effect on his employment as a police officer. Chabot also posted signs describing Frazier as "convicted" and "dishonorably discharged." Frazier lost his primary election and later sued Chabot for defamation.

Chabot moved to dismiss under the TCPA. The trial court denied the motion. The court of appeals affirmed, concluding that Frazier made a prima facie showing that Chabot published false statements, that the statements were defamatory, that Chabot acted with actual malice, and that the statements were defamatory per se. The court of appeals also concluded that Chabot failed to establish any affirmative defense as a matter of law.

Chabot petitioned for review in the Supreme Court, arguing that the court of appeals erred in applying the law on defamation, that Frazier did not present evidence supporting each alleged defamatory statement, and that Frazier's claims were barred by affirmative defenses.

[CA Opinion: 736 S.W.3d 109 (Tex. App.—Dallas 2025)]

U. TEXAS HEALTH CARE PROGRAM FRAUD PREVENTION ACT

1. Qui Tam Claims

a) *In re Novartis Pharms. Corp.* (argument granted on pet. for writ of mandamus Sept. 4, 2026) [26-0467]

The issues in this case are whether a private-party qui tam plaintiff has standing to sue under the Texas Health Care Program Fraud Prevention Act and whether the Act's qui tam provisions violate the separation of powers established by Article II, Section 1 of the Texas Constitution.

Health Selection sued Novartis under the Act, alleging that Novartis employed illegal marketing programs to siphon millions of dollars from Texas Medicaid. The trial court denied Novartis's plea to the jurisdiction and motion to dismiss, rejecting its arguments that Health Selection lacks standing and that the Act is unconstitutional. Novartis sought temporary and mandamus relief in the court of appeals. A divided court of appeals denied relief without addressing the merits because it concluded Novartis had an adequate appellate remedy.

Novartis filed a petition for writ of mandamus in the Supreme Court, arguing that Health Selection lacks constitutional standing to sue, that the Act impermissibly authorizes private parties to control State litigation, and that mandamus relief is appropriate because Novartis lacks an adequate remedy by appeal.

[CA Opinion: 740 S.W.3d 199 (Tex. App.—15th Dist. 2026)]

V. WORKERS' COMPENSATION

1. Subrogation

a) *Morris v. Old Republic Ins. Co.* (pet. granted Mar. 27, 2026) [24-1034]

This case concerns the proper calculation of an offset for an insurance carrier's subrogation lien.

Several Georgia-Pacific employees were injured in an explosion while working at a mill. Old Republic, Georgia-Pacific's insurer, paid workers' compensation benefits. Old Republic also paid settlements on behalf of Georgia-Pacific and other entities, and plaintiffs obtained settlements from other defendants. Plaintiffs obtained a favorable jury verdict in federal court, in which the jury found Georgia-Pacific partially responsible for plaintiffs' damages. The court reduced the amount of the judgment based on the settlements and the percentages of responsibility found by the jury.

Old Republic later asserted a subrogation lien against plaintiffs' recovery. Plaintiffs sued Old Republic in state court, seeking a declaration of the lien's correct amount. Applying the employer responsibility offset set forth in the Workers' Compensation Act, the trial court concluded that Old Republic's lien was extinguished because the federal court's judgment reduced the plaintiffs' recovery by an amount greater than the lien based on Georgia-Pacific's percentage of responsibility. The court of appeals calculated the offset differently, concluding among other things that plaintiffs' recovery in the federal court judgment was reduced by the settlements.

Plaintiffs petitioned the Supreme Court for review, arguing that Old Republic waived any reliance on the settlements to reduce the amount of the lien's offset. Plaintiffs also argue the court of appeals' calculation of the offset strayed from the statute's plain text and that Old Republic contractually agreed not to seek any subrogation interest or credit for its settlement payments. The Court granted the petition and heard oral argument on September 15, 2026.

[CA Opinion: 700 S.W.3d 172 (Tex. App.—Tyler 2024)]

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