



## Case Summaries June 26, 2026

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### DECIDED CASES

*Maya Walnut LLC v. Ly*, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (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 would have either uncovered relevant information regarding the property’s availability or resulted in misrepresentations. Having failed to conduct an investigation, Maya’s reliance was unjustifiable as a matter of law.

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.

***Family Dollar Stores of Tex., LLC v. JLMH Invs., LLC***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (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.

***Carden v. Minton, Bassett, Flores & Carsey, P.C.***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (Tex. June 26, 2024) [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 she could sue for fraud and breach of contract based on allegations that counsel solicited funds for specific services that were not provided. This was a classic “pocketbook” injury. As to McGee, *Peeler* barred legal-malpractice claims, repackaged malpractice claims, and claims for injuries “flowing from the conviction.” But *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.

***JMI Contractors, LLC v. Medellin***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_\_\_ (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. 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. Furthermore, 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. In other words, an argument that another should have done more to protect you, sounds in nonfeasance. There was nothing tying the general contractor to specific injury-causing activity. Nor had Medellin established 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.

***Aldaco v. Wood***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (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 and her employer, Thriveworks. 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 and Thriveworks 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 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. Aldaco’s care was “completed” when Wood terminated her psychotherapy after she failed to pay a no-show fee. Because Aldaco gave pre-suit notice to Wood within two years of the completion of treatment, her claims were timely.

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.” The court of appeals held that Aldaco’s receipt of Wood’s letter constituted “the occurrence of the . . . tort.” The signing of the letter, however, was the *act* that gave rise to the claim, not the tort. 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. For purposes of the statute, therefore, 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.

***Crane v. Crane***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (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 that Robert interfered with her use and enjoyment.

***In re J.Z.A.***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (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 her 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. Mother did not challenge the Department’s appointment as permanent managing conservator, so that portion of the termination order remained undisturbed.

***McKesson Med.-Surgical Inc. v. Cleveland***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (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.

## **RECENTLY GRANTED CASES**

***Deacero, S.A.P.I. de C.V. v. BNSF Ry. Co.***, 696 S.W.3d 212 (Tex. App.—Houston [14th Dist.] 2024), *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. The Supreme Court granted the petition for review.

***In re Morningstar Oil & Gas, LLC***, \_\_\_ S.W.3d \_\_\_, 2025 WL 1699115 (Tex. App.—Fort Worth 2025), *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 contended 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. The court of appeals denied relief, which Morningstar seeks from the Supreme Court on similar grounds.

The Supreme Court granted argument on the petition for writ of mandamus.

***Tex. Comm’n on Env’t Quality v. S.A. Bay Estuarine Waterkeeper***, 714 S.W.3d 270 (Tex. App.—15th Dist. 2025, *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 San Antonio Estuarine Waterkeeper, Texas Campaign for the Environment, and S. Diane Wilson 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 filed a petition for review, arguing that the court of appeals applied the wrong legal standard in reviewing their requests for a contested-case hearing. Petitioners also argue that the court of appeals erred in concluding that it lacked jurisdiction to review the merits of the permit. Respondents Max Midstream and the TCEQ argue that the court of appeals’ rulings were correct.

The Supreme Court granted the petition for review.

***In re Tex. Dep’t of Fam. & Protective Servs.***, \_\_\_ S.W.3d \_\_\_, 2025 WL 1698731 (Tex. App.—Austin 2025), *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 non-party, 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. DFPS filed a mandamus petition in the court of appeals challenging the order. The court of appeals denied the petition, 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 defendants) argues that appointing the examiner to retrieve the documents at issue was a proper exercise of the judge’s statutory authority.

The Supreme Court granted argument on the petition for writ of mandamus.

***Chabot v. Frazier***, \_\_\_ S.W.3d \_\_\_, 2025 WL 2164002 (Tex. App.—Dallas 2025), *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. The Court granted the petition.

***ENGIE IR Holdings LLC v. Hancock***, \_\_\_ S.W.3d \_\_\_, 2025 WL 2670278 (Tex. App.—15th Dist. 2025), *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. The Supreme Court granted the petition for review.

***Martinez v. Baird/Williams Constr. II, Ltd.***, \_\_\_ S.W.3d \_\_\_, 2025 WL 3038065 (Tex. App.—Austin 2015), *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 plaintiff 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 signed 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. The Supreme Court granted the petition.

***Bexar Appraisal Dist. v. Abasto Props. LLC***, \_\_\_ S.W.3d \_\_\_, 2025 WL 3533952 (Tex. App.—San Antonio 2025), *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 to \$510,350 in 2019 and increased to \$531,170 in 2020. Owners of the condominiums sued the Appraisal District claiming that it unequally appraised the property each year. The case proceeded to a jury trial. Both the property owners and the Appraisal District presented expert valuation witnesses. The jury found that the condominiums were not unequally appraised in 2018—affirming the Appraisal District’s original appraised value of \$250,000 per unit—and 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 Texas Property Code stating that prevailing property owners “may be awarded” attorney’s fees. The trial court entered judgment on the jury’s verdict.

The Appraisal District appealed. After the court of appeals affirmed the trial court’s judgment, the Appraisal District petitioned for review in the Supreme Court. The Appraisal District argues that the trial court excluded relevant appraisal evidence, that it 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. The Supreme Court granted the petition for review.

***Tex. Tech Univ. Health Scis. Ctr.–El Paso v. Mohrman***, \_\_\_ S.W.3d \_\_\_, 2025 WL 3713959 (Tex. App.—El Paso 2025), *pet. granted* (June 19, 2026) [26-0085]

At issue in this case is whether the court of appeals erred in holding that the common-law mailbox rule applies to the Texas Tort Claim 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 at University Medical Center. 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 Center. 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. The court held 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 sovereign immunity is not waived unless there is some evidence that formal notice was actually received. Mohrman responds that proof of proper mailing supports an inference that notice was received.

The Supreme Court granted the petition for review.

***Drusch v. Borchers***, \_\_\_ S.W.3d \_\_\_, 2026 WL \_\_\_ (Tex. App.—15th Dist. 2026), *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. TrueAero Group is the sole member of TrueAero, LLC. Borchers is a former employee of TrueAero who was terminated in the fall of 2024. 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 to compel arbitration, reasoning that the operative contract did not contain an arbitration provision. Drusch and TrueAero filed an interlocutory appeal challenging the denial of their motion to compel arbitration. They also filed a motion to stay trial court proceedings during the interlocutory appeal with the court of appeals. The court of appeals denied both that motion and a motion to reconsider.

Drusch and TrueAero filed a mandamus petition in the Supreme Court of Texas. They argue that proceedings in trial court must be stayed while a 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.

The Supreme Court granted argument on the petition for writ of mandamus.

***In re Old Dominion Freight Line, Inc.***, \_\_\_ S.W.3d \_\_\_, 2026 WL 777182 (Tex. App.—Dallas 2026), *argument granted on pet. for writ of mandamus* (June 19, 2026) [26-0295]

At issue in this case is whether the trial court abused its discretion in ordering relator to produce the personnel files of the supervisors of a truck driver who was involved in a collision.

Old Dominion's employee Daniel Ortega was involved in a vehicle collision with real party in interest Christina Solano. Solano sued Old Dominion and Ortega, asserting claims of ordinary and gross negligence. The trial court granted a motion

to compel and ordered Old Dominion to produce personnel records of two of Ortega's supervisors. Old Dominion filed a petition for writ of mandamus in the court of appeals challenging that order. The court denied the petition, with one justice dissenting.

Old Dominion then sought mandamus relief in the Supreme Court. It argues that nothing in the personnel files is relevant to whether Ortega caused the collision. Instead, the files contain private matters of non-parties. Old Dominion argues that the discovery order is a fishing expedition that is not narrowly tailored. Solano responds that the single discovery request at issue here is tailored to obtain information relevant to her claim that Old Dominion was grossly negligent in its training and supervision of Ortega. Solano argues that she can pursue that claim despite Old Dominion's stipulation that Ortega was acting in the course and scope of his employment at the time of the collision. According to Solano, Old Dominion is essentially stating that because it is confident that it did not act with gross negligence, Solano is not entitled to discovery into whether that is true.

The Supreme Court set the case for oral argument.

***Moore v. Stanley Spurling & Hamilton, Inc.***, \_\_\_ S.W.3d \_\_\_, 2026 WL 472409 (Tex. App.—Houston [14th Dist.] 2026), *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, section 150.002 of 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 *Crosstex Energy Services, L.P. v. Pro Plus, Inc.*, 430 S.W.3d 384 (Tex. 2014), and creates a split of authority interpreting section 150.002. 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. The Supreme Court granted the petition for review.