Supreme Court of Texas

No. 24-0543

Family Dollar Stores of Texas, LLC, ARCP FDCCC1403 LLC, 7B Building & Development, LLC, Triple C Development, Inc., Burkhardt Engineering Company, and M&S Utility Construction, LLC,

Petitioners,

v.

JLMH Investments, LLC,

Respondent

On Petition for Review from the Court of Appeals for the Second District of Texas

Argued November 4, 2025

JUSTICE BUSBY delivered the opinion of the Court with respect to Part II, in which Chief Justice Blacklock, Justice Lehrmann, Justice Devine, Justice Bland, Justice Huddle, and Justice Young joined, and an opinion with respect to Part I, in which Justice Lehrmann and Justice Devine joined.

JUSTICE BUSBY filed a concurring opinion, in which Justice Lehrmann and Justice Devine joined.

JUSTICE YOUNG filed an opinion concurring in part and in the judgment, in which Justice Bland and Justice Huddle joined, and in which Chief Justice Blacklock joined as to Part II.

JUSTICE SULLIVAN filed a dissenting opinion, in which Chief Justice Blacklock and Justice Hawkins joined.

This case presents issues regarding appellate jurisdiction and the applicable statute of limitations. After a store was built on one property, a neighboring property flooded whenever it rained. The neighbor sued for trespass, negligence, and violations of the Water Code, seeking both damages and an injunction as remedies for each of its three claims. The defendant moved for summary judgment based on the two-year statute of limitations, and the trial court granted that motion in an order that included express finality language. The court later signed an order authorizing a permissive interlocutory appeal. The neighbor filed an ordinary notice of appeal, and the court of appeals accepted jurisdiction and reversed in part, reasoning that limitations is not a defense to an action to abate a continuing nuisance.

We conclude that the court of appeals properly exercised appellate jurisdiction because the trial court's order granting summary judgment was expressly final and its later order did not clearly undo that finality. On the merits, we hold that a plaintiff cannot obtain an injunction without a cause of action and, as the parties agree, the two-year statute of limitations applies to each of the claims alleged here. We therefore reverse the court of appeals' judgment and reinstate the trial court's judgment.

BACKGROUND

Petitioner ARCP FDCCC1403 LLC (ARCP) and respondent JLMH Investments own adjacent parcels of commercial property in Fort Worth. Between 2014 and 2016, petitioner Family Dollar Stores of Texas built a store on ARCP's property. The summary judgment record includes evidence that before construction, water did not drain from ARCP's property onto JLMH's property. After construction, JLMH's property began to flood every time it rained, depositing silt and trash around the property. The water turned the north side of JLMH's property into something resembling a swamp and eventually began to affect JLMH's commercial building and its parking lot.

JLMH's President, Mary Hyatt, noticed the water "from the time the [Family Dollar] was completed," but she was unsure whom to contact regarding the issue. She started with the City of Fort Worth, to which Family Dollar had submitted drainage and building plans. According to Hyatt, the City passed her complaint around to different departments before eventually sending out Jeremy Lee. Lee said Hyatt would need to contact code enforcement, and Hyatt said Lee "just kind of blew me off." Hyatt's efforts with the City spanned two years but went nowhere.

Hyatt's company, Arctic Repair, retained Crosstown Engineering in 2019 to inspect the foundation of JLMH's building. Crosstown found that the "vast majority of the Family Dollar driveway and gutter runoff is directed to and stores into the pond immediately adjacent to the property." A sump pump in the loading dock area of JLMH's building pumped 100 gallons every day during the rainy season, which did not happen before construction of the Family Dollar store. The report

concluded that the Family Dollar drainage system caused the groundwater on the JLMH property to increase and caused distress to JLMH's property.[1]

That same year, a technician with American Leak Detection Plumbing Repair told JLMH that there were no leaks in the building; instead, the entire building was "sitting in the middle of a lake." And a report from Helmer Engineering in 2020 concluded that, more probably than not, JLMH's building "receives storm water runoff from the Family Dollar store building by means of overland flow, and possibly by subsurface movement."

In 2020, JLMH sued Family Dollar, ARCP, and others (collectively, Family Dollar).[2] JLMH alleged a nuisance, trespass, negligent and intentional diversion of water, and violations of a Water Code provision making it actionable to "divert or impound the natural flow of surface waters" or "permit a diversion or impounding . . . to continue, in a manner that damages the property of another by the overflow" of such waters. TEX. WATER CODE § 11.086(a). JLMH sought

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[1] In 2022, Crosstown prepared another report documenting cracks in the building's foundation and driveway. Crosstown noted that the foundation in the shop/dock area had heaved and "is behaving like the soils are very-hydrated" and that increased drainage and ground water "are causing slab cracking."

[2] The other defendants in the trial court and petitioners here are: Triple C Development, Inc., a contractor or developer of the Family Dollar store; 7B Building & Development, LLC, a subcontractor for Triple C on the project; Burkhardt Engineering Company, the engineer of record for the store's civil plans; and M&S Utility Construction, LLC, a subcontractor for 7B Building & Development, whose work included the installation of the store's drainage system and utilities.

damages for deprivation of property use, loss of property value, and damage to its building and parking lot. Two groups of Family Dollar defendants filed separate motions for summary judgment on the ground that the two-year statute of limitations had run on all claims. After the first motion was filed, JLMH amended its petition to ask the court to "permanently enjoin [Family Dollar] from allowing surface water to gather on [JLMH's] property."

The trial court granted both motions for summary judgment in separate orders. The second order stated: "This Order is final, disposes of all parties and all claims, and is appealable." The trial court later issued an order purporting to clarify its summary judgment orders. That order permitted JLMH to seek an interlocutory appeal of the orders granting the motions for summary judgment and stayed all proceedings pending the interlocutory appeal. We discuss these orders in more detail below as part of our threshold inquiry into our appellate jurisdiction.

JLMH filed a motion for new trial and later a notice of appeal from a final judgment; it did not seek permission to appeal from the court of appeals. Before the court of appeals considered the merits of the appeal, it asked any party desiring to continue the appeal to file a response showing why the court had jurisdiction. The Family Dollar appellees filed a response arguing that the judgment was final, and the court of appeals agreed, concluding that the trial court's clarifying order "made no perceivable clarifications to its prior orders" and "did nothing to undo th[e] finality" of the orders granting summary judgment. 716 S.W.3d 770, 776 n.7, 778 n.8 (Tex. App.—Fort Worth 2024).

Turning to the limitations issue, the court of appeals first concluded that both motions for summary judgment were broad enough to encompass JLMH's claims seeking injunctive relief. *Id.* at 777. The court then considered when JLMH's claims accrued. It concluded that the nuisance is a permanent one because the drainage system is permanent and rain events causing flooding are sufficiently regular. *Id.* at 779. It further concluded that all claims accrued in 2016 or 2017 when the flooding first occurred and was discovered. *Id.* The court declined to apply the continuing tort doctrine, characterizing the injury here as a permanent injury to land. *Id.* at 781. Because JLMH did not sue until 2020, the court concluded that the two-year statute of limitations barred its claims. *Id.*

But the court held that the two-year limitations period did not bar the injunction JLMH sought to abate the nuisance. *Id.* It observed that "[s]ince at least 1895, Texas courts have consistently and uniformly adhered to the rule that limitations is not a defense to an injunction requesting abatement of a nuisance." *Id.* The court disagreed with Family Dollar's argument that injunctive relief is not an independent cause of action for limitations purposes, observing that "[i]t appears" cases "have recognized a plaintiff's standalone right to have a nuisance abated." *Id.* at 783.

Family Dollar filed a petition for review on the ground that these two holdings fundamentally conflict with the way our legal system conceives of claims. We granted the petition.

ANALYSIS

I. The order granting summary judgment is final and a later order did not undo its finality.

"Jurisdiction always comes first." *Rush Truck Ctrs. of Tex., L.P. v. Sayre*, 718 S.W.3d 233, 237 (Tex. 2025). Although no party has challenged our appellate jurisdiction, we must examine it whenever it is in doubt, just as the court of appeals did. At our request, the parties submitted supplemental briefs on the issue, and both argue that our jurisdiction is secure. We agree.

"[T]he general rule, with a few mostly statutory exceptions, is that an appeal may be taken only from a final judgment." *Lehmann v. Har-Con Corp.*, 39 S.W.3d 191, 195 (Tex. 2001). Because no exceptions arguably apply here, the court of appeals—and this Court in turn—lacks appellate jurisdiction if the trial court did not sign an order constituting a final judgment.[3]

The trial court granted the Family Dollar defendants' motions for summary judgment in two separate orders: one signed April 14 and the other signed April 17, 2023. The April 14 Order provides: "Plaintiff's causes of action against [Defendant] are dismissed as a matter of law," and "[a]ll relief not specifically granted herein is hereby DENIED." The April 17 Order contains similar language as to all defendants and adds:

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[3] *See Heckman v. Williamson County*, 369 S.W.3d 137, 145 (Tex. 2012) ("Ordinarily, this Court lacks jurisdiction over an appeal from an interlocutory order."); TEX. GOV'T CODE § 22.001(a) (describing when this Court "has appellate jurisdiction . . . of an appealable order or judgment of the trial courts").

"This Order is final, disposes of all parties and all claims, and is appealable."

JLMH then asked the court to clarify its summary judgment orders and proceed with a trial on injunctive relief. Both sides submitted proposed orders. The trial court granted some relief in a May 8, 2023 order entitled "Order Clarifying Summary Judgment Orders and Allowing Permissive Interlocutory Appeal." That order, which tracks Family Dollar's proposal and was signed while the trial court still had plenary power,[4] provides in full:

> The court has considered Plaintiff JLMH Investments, LLC's oral Motion to Clarify the Summary Judgment Orders and to Proceed with Trial on Injunctive Relief, Plaintiff's Request for a Permissive Interlocutory Appeal, and Defendants/Third Party Defendants request for final disposal of all parties and claims in the above-styled matter.
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> The Court recognizes that the Plaintiff does not waive its right to challenge the Court's summary judgment rulings, and any Final Judgment, as allowed under Texas law. *See, e.g., First Nat'l Bank v. Fojtik*, 775 S.W.2d 632, 633 (Tex. 1989); *Hooks v. Samson Lone Star, Ltd. P'ship*, 457 S.W.3d 52, 67 (Tex. 2015).
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> After considering the requests, motions, and objections, the Court enters the following orders:
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> IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Request for a Permissive Interlocutory Appeal of the Orders Granting Summary Judgment dated April 14, 2023, and April 17, 2023, is GRANTED.

[4] *See* TEX. R. CIV. P. 329b(d).

> IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all proceedings in the above-entitled and numbered cause are hereby stayed pending the interlocutory appeal of the Summary Judgment Order granted on April 14, 2023, and the Summary Judgment Order granted on April 17, 2023.
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> SIGNED this 8 day of May, 2023.

The court did not sign JLMH's proposed order, which included statements that the orders granting summary judgment "did not dispose of Plaintiff's requests for Permanent Injunctive Relief" and that "Defendants/Third Party Defendants request for final disposal of all parties and claims is DENIED."

If the April 17 Order is a final summary judgment, then JLMH timely filed its notice of appeal and the court of appeals correctly held that it had appellate jurisdiction over this case.[5] But if the May 8 Order undid the finality of the summary judgment, the case remains pending in the trial court and appellate jurisdiction is lacking. To determine which view is correct, we apply familiar principles.

"There are two paths for an order to become a final judgment without a trial: the order can (1) dispose of all remaining parties and claims then before the court, regardless of its language; or (2) include unequivocal finality language that expressly disposes of all claims and parties." *Sealy Emergency Room, L.L.C. v. Free Standing Emergency Room Mgrs. of Am., L.L.C.*, 685 S.W.3d 816, 820 (Tex. 2024). An appellate court faced with "an order that includes a finality phrase"

[5] JLMH filed a motion for new trial on May 17, 2023, which extended the time to file the notice of appeal to 90 days after judgment. *See* TEX. R. APP. P. 26.1(a)(1). JLMH filed its notice of appeal on July 7, 2023.

under the second path "must take the order at face value" for jurisdictional purposes; it "cannot look at the record" to determine whether the court actually disposed of all parties and claims. *In re Elizondo*, 544 S.W.3d 824, 828 (Tex. 2018) (per curiam).

Taking the April 17 Order at face value—"by its own express terms, in other words," *Lehmann*, 39 S.W.3d at 200—its clear and unequivocal language finally disposes of all parties and claims. The April 17 Order says in no uncertain terms that "[t]his Order is final, disposes of all parties and all claims, and is appealable." We have said before that such language "would leave no doubt about the court's intention." *Id.* at 206. Indeed, because "the language of the order is clear and unequivocal, it must be given effect despite *any other indications* that one or more parties did not intend for the judgment to be final." *Id.* (emphasis added). In short, because "the original order included a finality phrase, it was clear and unequivocal." *Elizondo*, 544 S.W.3d at 828. Therefore, the April 17 Order constituted a final judgment when it was signed.

Did the May 8 Order undo this final judgment? Despite its title, that order is far from a model of clarity. The May 8 Order does not say that it is replacing the April 14 and 17 Orders, nor does it modify their language or alter their disposition in any way. But the May 8 Order does grant JLMH's "Request for a Permissive Interlocutory Appeal" of the April 14 and 17 Orders, which perhaps implies that the trial court regarded those orders as interlocutory—contrary to their plain language. The May 8 Order also grants a "stay[]" of "all proceedings," which could be understood to suggest that there were remaining

proceedings to be had. On the other hand, the order "recognizes that [JLMH] does not waive its right to challenge the Court's summary judgment rulings, and any Final Judgment, as allowed under Texas law," and it cites two cases holding that a losing party can obtain a final adverse judgment while reserving its right to appeal that judgment. These observations and citations would be out of place unless there were a final judgment.

When faced with such mixed signals regarding finality, courts of appeals may save time and resources for all concerned by abating the appeal and remanding for the trial court to clarify whether the appealed order is final.[6] But the court of appeals did not do so here. To determine whether such an unclear order affects an earlier order that is final by its terms, therefore, we look again to our precedent.

This Court has explained that "[d]uring the time in which a court [has plenary power to] vacate, set aside, modify or amend its previous [final] order, such action must, to be effective, be by written order that is *express and specific*." *McCormack v. Guillot*, 597 S.W.2d 345, 346 (Tex. 1980) (emphasis added) (quoting *Poston Feed Mill Co. v. Leyva*, 438 S.W.2d 366, 368 (Tex. Civ. App.—Houston [14th Dist.] 1969, writ dism'd w.o.j.)).[7] This requirement makes good sense when the previous

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[6] *See Bella Palma, LLC v. Young*, 601 S.W.3d 799, 800-02 (Tex. 2020) (per curiam) (giving effect to such a clarification); *Lehmann*, 39 S.W.3d at 206 ("If the appellate court is uncertain about the intent of the order [regarding finality], it can abate the appeal to permit clarification by the trial court."). A court of appeals may also abate to allow an order that is not final to be modified to be made final. TEX. R. APP. P. 27.2.

[7] Our dissenting colleagues contend that this language from *McCormack* is dicta. *Post* at 7 (Sullivan, J., dissenting). But they concede that

order was made final by its express language—the second path to finality discussed above. If an order becomes final precisely because the court chooses to use "unequivocal finality language that expressly disposes of all claims and parties,"[8] those parties should be able to depend on the order remaining final unless a later order sets that language aside or makes a different disposition as to a claim or party that renders the order no longer final. "Simplicity and certainty in appellate procedure are nowhere more important than in determining the time for perfecting appeal." *Lehmann*, 39 S.W.3d at 205. And the requirement that finality expressly created must be expressly undone is logical, certain, and simple to apply.

Put another way, a trial court cannot eliminate express finality language by implication—it must do so directly. Otherwise, appellate courts and litigants would be left to guess whether a subsequent order implicitly unwound finality or the time to appeal continued to run, with the consequence of a wrong guess being either the loss of appellate rights or a waste of public and private resources on a premature appeal. Our law does not condemn them to such costly uncertainty.

Here, the May 8 Order falls short of the "express and specific" language required to "vacate, set aside, modify or amend" the trial court's final April 17 Order. *McCormack*, 597 S.W.2d at 346. The May 8 Order does not say that it is correcting, amending, or otherwise

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they have no precedent supporting their contrary approach to construing court orders. *Id.* at 6.

[8] *Sealy Emergency Room*, 685 S.W.3d at 820.

superseding the April 17 Order.[9] Nor does anything in the May 8 Order alter or remove the April 17 Order's final disposition as to any claim or party. For example, the May 8 Order does not say that the court is reviving any of JLMH's claims in whole or in part, as JLMH's proposed order urged the trial court to do.[10]

Of course, "no magic language is required" to either create or remove express finality. *In re Lakeside Resort JV, LLC*, 689 S.W.3d 916, 924 (Tex. 2024) (per curiam).[11] But as the court of appeals put the matter in concluding it had appellate jurisdiction, the trial court's May 8 Order "made no perceivable clarifications to its prior orders" and "did nothing to undo th[eir] finality." 716 S.W.3d at 776 n.7, 778 n.8. Accordingly, we hold that the April 17 Order remained final, and we have jurisdiction over this appeal of the order.

Our dissenting colleagues contend that this holding renders the May 8 Order meaningless. We certainly agree with the dissent (*post* at 6 (Sullivan, J., dissenting)) that the trial court was "trying to say

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[9] *Cf. City of West Lake Hills v. State ex rel. City of Austin*, 466 S.W.2d 722, 726 (Tex. 1971) (holding signing of "corrected" final judgment replaced original judgment and observing "[i]t is not necessary that the second judgment expressly state that the first judgment is vacated, though this would be the preferable procedure"); *Luck v. Hopkins*, 49 S.W. 360, 361 (Tex. 1899).

[10] Our concurring colleagues agree. *See post* at 2 n.* (Young, J., concurring in part and in the judgment) (observing that the trial court "did not sign [JLMH's] proposed order" and that "no claims remained live" under the May 8 order).

[11] This opinion should not be understood to require that a subsequent order "state that it's unwinding finality to have that effect." *Post* at 8 (Sullivan, J., dissenting). As we have explained, an order may also unwind finality by altering or removing the previous order's final disposition as to any claim or party.

something" in that order, which was proposed by Family Dollar, but we have explained that the language chosen is unclear when applied to these facts. Some statements require clarity to have a certain effect: whether a statute to abrogate the common law, a pleading to cause a judicial admission, or an order to effect finality.[12] Because a clear-statement rule applies here and the May 8 Order is not clear, the April 17 Order granting summary judgment based on limitations remained final, and our appellate jurisdiction is secure.

II. The two-year statute of limitations bars trespass and similar claims seeking both damages and an injunction.

We now turn to the merits of the April 17 Order, which the court of appeals partially reversed. In doing so, the court drew a distinction for limitations purposes between JLMH's claims for damages and its requested injunction. Applying our decision in *Schneider National Carriers, Inc. v. Bates*, 147 S.W.3d 264 (Tex. 2004), the court of appeals held that the nuisance and trespass were sufficiently constant and regular to be considered permanent because JLMH's property flooded every time it rained and the flooding was caused by permanent

[12] *E.g.*, *City of Houston v. Manning*, 714 S.W.3d 592, 596 n.8 (Tex. 2025) (per curiam) ("Abrogating common-law claims is disfavored and requires a clear repugnance between the common law and statutory causes of action." (quoting *Cash Am. Int'l, Inc. v. Bennett*, 35 S.W.3d 12, 16 (Tex. 2000))); *H_2O Sols., Ltd. v. PM Realty Grp.*, 438 S.W.3d 606, 617 (Tex. App.—Houston [14th Dist.] 2014, pet. denied) ("[I]t would be absurd and manifestly unjust to permit a party to recover after he has sworn himself out of court by a clear and unequivocal statement." (quoting *In re Spooner*, 333 S.W.3d 759, 764 (Tex. App.—Houston [1st Dist.] 2010))); *Lehmann*, 39 S.W.3d at 203-05 (explaining ambiguity of "Mother Hubbard" clauses and adopting a clear-statement rule for finality of judgments).

structures. 716 S.W.3d at 779. Thus, claims seeking damages for those injuries to JLMH's land accrued in 2016 or 2017 when the flooding first occurred and was discovered, and those claims were barred by the two-year statute of limitations before JLMH filed this suit. *Id.* at 779-780. These holdings are not challenged in this Court.

But the court of appeals also concluded that "Texas law does not recognize limitations as a defense to injunctive relief to abate a nuisance." *Id.* at 781. Family Dollar argued that injunctive relief depends on a cause of action and all of JLMH's causes of action are barred by the two-year statute of limitations. *See id.* at 782-83. The court of appeals rejected this argument, reasoning that a plaintiff has a "standalone right to have a nuisance abated." *Id.* at 783. Thus, it reversed the portion of the trial court's judgment applying limitations to JLMH's request for injunctive relief. *Id.*

Family Dollar challenges these holdings, renewing its arguments that injunctions require a cause of action and that statutes of limitations generally apply to equitable as well as legal actions. We agree with Family Dollar.

There is no stand-alone right to abate a nuisance or obtain an injunction. Regardless of the relief a party seeks, "remedies are available only if liability is established under a cause of action." *Etan Indus., Inc. v. Lehmann*, 359 S.W.3d 620, 625 n.2 (Tex. 2011) (per curiam). A nuisance is not a cause of action but a type of "legal injury" to "a person's right to the 'use and enjoyment of property'" that "may result from [a] wrongful act" and "give rise to a cause of action." *Crosstex N. Tex. Pipeline, L.P. v. Gardiner*, 505 S.W.3d 580, 594-95 (Tex. 2016).

And although "[a]n injunction is the recognized method of abating nuisances,"[13] injunctions also generally require proof of "(1) a wrongful act, (2) imminent harm, (3) an irreparable injury, and (4) the absence of an adequate remedy at law." *Pike v. Tex. EMC Mgmt., LLC*, 610 S.W.3d 763, 792 (Tex. 2020).

The wrongful acts alleged here are violations of property rights and breaches of tort and statutory duties—each of which, if found, would be sufficient to establish liability. JLMH's petition separates these acts into three counts: trespass, negligent and intentional diversion of water, and violation of the Water Code provision prohibiting diversion of water in a manner that damages another's property. *See* TEX. WATER CODE § 11.086(a). The summary judgment record includes evidence of these violations, none of which are disputed at this stage of the case.

For each count, JLMH seeks an injunction and damages as remedies, and it points to a line of cases cited by the court of appeals for the proposition that "limitations is not a defense to an injunction requesting abatement of a nuisance." 716 S.W.3d at 781. But this Court has recognized "the general rule that under our blended system, where both law and equity are administered by the same court, statutes of limitation apply to equitable actions the same as to legal actions." *Culver v. Pickens*, 176 S.W.2d 167, 170 (Tex. 1943).[14]

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[13] *Int'l & Great N. Ry. v. Davis*, 29 S.W. 483, 484 (Tex. Civ. App.—Austin 1895, writ ref'd); *see also Huynh v. Blanchard*, 694 S.W.3d 648, 673-74 (Tex. 2024).

[14] *See also Smith v. Fly*, 24 Tex. 345, 351 (1859) ("[S]tatutes of limitations are not, in their terms, applicable to courts of equity, yet, in administering relief, they act in obedience and analogy to the statute, and

Turning to which statute of limitations applies, Chapter 16 of the Civil Practice and Remedies Code sets out the various limitations periods. The two-year statute of limitations to "bring suit for trespass for injury to the estate or to the property of another" appears in subchapter A addressing "personal actions." TEX. CIV. PRAC. & REM. CODE § 16.003(a). This Court has confirmed that the limitations period governing a claim for private nuisance injury to the use and enjoyment of land is two years. *Schneider*, 147 S.W.3d at 270.[15] For that reason, as the court of appeals observed, "[t]he parties agree that [this] two-year statute of limitations applies to all of JLMH's claims." 716 S.W.3d at 778. Because it is the claim itself that determines which limitations period applies, JLMH's addition of a request for injunctive relief to its claims for injury to land does not alter the two-year limitations period.

For these reasons, we hold that the two-year statute of limitations bars JLMH's trespass, negligence, and Water Code claims seeking both damages and an injunction. Accordingly, the court of appeals erred by partially reversing the trial court's order granting summary judgment on those claims.

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refuse relief wherever the claim would have been barred by the statute, if it had been made in a court of law.").

[15] Because JLMH has not argued that this case involves a public nuisance, we do not address the role of limitations in such cases. *See Crosstex*, 505 S.W.3d at 591 n.3 (observing that public and private nuisances "are two distinct conditions with different requirements and limitations").

CONCLUSION

We hold that we have appellate jurisdiction and that the two-year statute of limitations bars the claims pleaded by JLMH. Accordingly, we reverse the judgment of the court of appeals and reinstate the judgment of the trial court.

J. Brett Busby
Justice

OPINION DELIVERED: June 26, 2026