Case Summaries
September 18, 2026

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RECENTLY GRANTED CASES

Lower Colo. River Auth. v. Lost Pines Groundwater Conservation Dist. (pet. granted Sept. 9, 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, Lower Colorado River Authority, exhausted its administrative remedies; and (3) whether the court of appeals lacked jurisdiction over the Intervenors' interlocutory appeal.

LCRA and Lost Pines are groundwater conservation districts. Lost Pines regulates groundwater consumption in Bastrop and Lee Counties. 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 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.

LCRA argues that the court of appeals erroneously applied the APA's 55-day deadline. 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. According to LCRA, 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 Intervenors' appeals should have been dismissed for lack of appellate jurisdiction because Intervenors never obtained a ruling from the trial court on their plea to the jurisdiction, and because four of five of the Intervenors are not governmental units permitted to take an interlocutory appeal.

[CA Opinion: ___ S.W.3d ___, 2024 WL 3207472 (Tex. App.—Austin 2024)]

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 under Civil Practice and Remedies Code Chapter 38.

Jady Wings and Steven Freedman formed an LLC. Wings contributed approximately 77% of the capital and received a 65% membership interest, while Freedman contributed approximately 23% of the capital and received a 35% membership interest. A buy-sell provision in the LLC agreement provides that in the event of disagreement on major decisions, 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' disproportionately greater capital contributions. Freedman elected to buy Wings' interest rather than sell his own but claimed a right to do so for 65% (Wings' interest) 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 under Chapter 38.

[CA Opinion: ___ S.W.3d ___, 2024 WL 5066085 (Tex. App.—Dallas 2024)]

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: ___ S.W.3d ___, 2025 WL 905824 (Tex. App.—Dallas 2025)]

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

This case concerns whether the Texas 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 parties filed cross-motions for summary judgment, and 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 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 Texas 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.

[CA Opinion: ___ S.W.3d ___, 2025 WL 1953400 (Tex. App.—Dallas 2025)]

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: ___ S.W.3d ___, 2025 WL 2080381 (Tex. App.—Austin 2025)]

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. In 2015, Diane Garcia, a nurse, 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 the employment between November 21, 2015, and February 2, 2019, she would pay Parkland $20,000 as liquidated damages. In March 2018, Garcia terminated her employment. Parkland sued her for breach of contract. The trial court granted summary judgment for Parkland, awarding $20,000 in damages, attorney's fees, and costs. The court of appeals affirmed. In her petition for review, Garcia argues that (1) the liquidated-damages provision is an unreasonable restraint of trade under Chapter 15 of the Business and Commerce Code because it unreasonably restricts her professional mobility and ability to render personal services; (2) the provision is an unenforceable covenant not to compete under the Code; (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. The Hospital disagrees with these positions.

[CA Opinion: ___ S.W.3d ___, 2025 WL 3012830 (Tex. App.—Dallas 2025)]

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

This case concerns whether a barratry claim under Penal Code § 38.12 and Disciplinary Rule 7.03 requires the solicited person to have a present or imminent need for legal services, as well as the contours of standing under these provisions.

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 active-shooter 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 as to which standing may be conferred.

[CA Opinion: ___ S.W.3d ___, 2025 WL 1765583 (Tex. App.—Houston [14th Dist.] 2025)]

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

This mandamus concerns a trial court's order for an accounting under Section 113.151 of the Texas 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, seeks mandamus from the trial court's order for an accounting. Power contends that Howell is not entitled to an accounting because he is not a beneficiary or interested person under Section 113.151 of the Property Code. 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: ___ S.W.3d ___, 2025 WL 3559023 (Tex. App.—Fort Worth 2025)]

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.

Katten Muchin Rosenman LLP 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 Katten Muchin 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 a State informant. Katten Muchin invoked attorney immunity in a motion to dismiss under Texas Rule of Civil Procedure 91a. The trial court denied the motion.

Katten Muchin 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, Katten Muchin argues that a joint defense agreement does not change the fundamental adversarial nature of the relationship between the codefendants.

[CA Opinion: ___ S.W.3d ___, 2026 WL 177544 (Tex. App.—Dallas 2026)]

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 between a trustee and a beneficiary 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 for malpractice, alleging that the settlement funds she received were insufficient due to her attorney's malpractice. The parties began 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: ___ S.W.3d ___, 2026 WL 530291 (Tex. App.—Houston [1st Dist.] 2026)]

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)]

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 private-party qui tam plaintiff, Health Selection Group, LLC, has standing to sue Novartis Pharmaceuticals Corporation 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 Novartis's 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 there is an adequate appellate remedy.

Novartis subsequently 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: ___ S.W.3d ___, 2026 WL 1171978 (Tex. App.—15th Dist. 2026)]

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

These certified questions concern the duty a seller of natural gas has to enter the spot market during a *force majeure* event under the North American Energy Standards Board form contract.

Targa Gas agreed to supply MIECO with natural gas in contracts governed by the NAESB form contract. The form contract contains a *force majeure* clause relieving the parties from performing during weather-related events but obliging the parties to "make reasonable efforts to avoid the adverse impacts" of the *force majeure* event. Additionally, the contract prevents the invocation of *force majeure* for "the loss or failure of Seller's gas supply" unless caused by a *force majeure* event, or for "economic hardship." During Winter Storm Uri, Targa invoked *force majeure* and did not supply the requisite amount of gas. Targa sued MIECO for a declaration that *force majeure* excused performance and MIECO counterclaimed for breach of contract.

The federal district court granted partial summary judgment to Targa on the applicability of *force majeure* and trial on the remaining issues proceeded to a judgment for MIECO. The Fifth Circuit initially reversed the partial summary judgment for Targa on the basis that as a middleman supplier, Targa's "gas supply" included the spot market. The Uri-induced increased prices on the spot market were "economic hardship" that did not excuse performance. Whether Targa was obliged to purchase gas on the spot market therefore depended on the meaning of "reasonable efforts" under the form contract. Targa moved for rehearing and the panel withdrew its opinion and certified the following questions:

> Under Texas contract interpretation principles, do the *force majeure* provisions of the North American Energy Standards Board form contract require the seller of natural gas who is not a gas producer 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?
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> If there is an obligation on those facts . . . [h]ow should "reasonable efforts" to provide gas from the spot market be defined?

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