



Case Summaries December 12, 2025

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DECIDED CASES

Third Coast Servs., LLC v. Castaneda, ___ S.W.3d ___, 2025 WL ___ (Tex. Dec. 12, 2025) [23-0848]

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

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

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

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