



Case Summaries October 30, 2026

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DECIDED CASES

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

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

Chiniqua Geter brought her minor daughter to a trampoline park and signed a release and indemnity agreement in favor of Beaumont Urban Air. In the agreement, Geter agreed to release several named “protected parties” and to arbitrate any claim. The protected parties, however, did not individually sign the agreement. Geter’s daughter sustained injuries at the park. Geter sued Urban Air and the non-signatories, who moved to compel arbitration. The trial court denied the motion. The court of appeals reversed as to Urban Air but held that the non-signatories had no contractual right to compel arbitration.

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

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

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

Pamela Bosco owns a 14-acre homestead on which she keeps animals and fowl. Her neighbors James and Carolyn Bierschwale sued her for violating deed restrictions limiting the number and types of animals permitted on her property and

regulating the location of animal structures. After serving interrogatories and requests for production, the Bierschwaes sought to inspect her entire property, excluding her residence, measure the structures, and document the animals. Bosco objected on proportionality grounds and presented evidence that she had already supplied the requested information through her discovery responses and deposition. The trial court nevertheless compelled the homestead inspection, and the court of appeals summarily denied Bosco’s petition for writ of mandamus.

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

RECENTLY GRANTED CASES

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

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

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

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

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

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

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

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

The Sagrays moved to hold separate trials: one on Moy's common-law claims and the other on Moy's statutory claims alleging fraudulent transfers. The trial court denied the motion. The Sagrays sought mandamus relief in the court of appeals, arguing that evidence related to the allegedly fraudulent transfers, if introduced in a trial on Moy's common-law claims, would amount to prejudicial evidence of Sagray's wealth. The court of appeals denied relief. In their petition to the Supreme Court, the Sagrays argue that Moy's common-law and statutory claims are not substantially related and reiterate that separate trials are needed to prevent the introduction of prejudicial evidence of wealth.

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

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

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

Sanchez sued the City of Houston after he was rear-ended by a Houston police officer driving a police vehicle with the emergency lights activated. The City filed a Rule 91a motion to dismiss, arguing Sanchez's claims have no basis in law because he failed to plead facts sufficient to overcome governmental immunity, and specifically, to negate application of the emergency and 9-1-1 exceptions to the waiver of immunity in the TTCA. Sanchez amended his petition to address both exceptions. Sanchez alleged that the exceptions do not apply because the officer violated Section 546.005 of the Texas Transportation Code by operating the vehicle with reckless disregard for the safety of others. The trial court denied the City's motion, and the court of appeals affirmed, holding that Sanchez pleaded sufficient facts to negate the exceptions.

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

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

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

This mandamus proceeding concerns whether the trial court erred in denying the defendant’s request to designate responsible third parties.

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

The trial court initially granted but then struck both RTP designations. INEOS sought mandamus relief, which the court of appeals denied. INEOS then filed in the Supreme Court separate mandamus petitions as to EnerChem and the Commission. INEOS argues that that it complied with the requirements for designating RTPs under Section 33.004 of the Civil Practice and Remedies Code; that are no valid procedural or substantive grounds for striking the RTP designations; and that the trial court abused its discretion in doing so. The parties’ disagreements include the application of res judicata as to the designation of EnerChem and whether INEOS presented sufficient evidence of the Commission’s responsibility for the accident. The Court consolidated the petitions for oral argument.

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

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

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

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

In the Supreme Court, Schwab and Ameritrade argue that Murphy’s judicial admission that she entered into a valid investment-services contract, together with

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

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

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

The issue in this case is whether Section 21.046 of the Texas Property Code applies only to eminent domain acquisitions.

Richard Montellano owned property in San Antonio. The City determined that Montellano's home was a public nuisance and ordered that it be demolished. Montellano sued City officials. He argued that the officials failed to comply with Section 21.046 because they had not established a relocation assistance program to help him and others in similar situations. The officials filed a plea to the jurisdiction, which the trial court granted.

The court of appeals affirmed. It concluded that the term "acquisition," as used in Section 21.046(e), refers only to situations in which possession of the property or the right to use the property will pass to the government. Because the City did not exercise its eminent domain authority, the court held that the officials did not fail to comply with the statute.

In the Supreme Court, Montellano argues that the court of appeals' interpretation of Section 21.046 will prevent state and local governments from complying with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act. According to Montellano, that lack of compliance could result in the loss of federal funding. In response, the officials argue that the court of appeals correctly held that Section 21.046 does not apply to nuisance abatements.

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

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

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

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

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

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

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

This case raises issues of attorney disqualification.

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

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

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

Merger Three, LLC v. City of Kemah (pet. granted Oct. 23, 2026) [26-0575]

The issue in this case is whether a road is "closed" under Texas Transportation Code Section 311.008 when its use is restricted to pedestrians and emergency vehicles.

Section 311.008 authorizes the governing body of a general-law municipality to close a street if a petition signed by all owners of real property abutting the street

is submitted. The City of Kemah, a general-law municipality, passed an ordinance restricting access to a portion of Sixth Street as part of an economic redevelopment plan. The ordinance restricts traffic on Sixth Street to pedestrians and emergency vehicles for at least ten years. Merger Three LLC and other business operators along the relevant portion of Sixth Street sued, alleging they did not consent to the ordinance and seeking a temporary injunction to prevent its implementation. The trial court granted the temporary injunction. The court of appeals reversed, holding that the ordinance did not close the street because it did not prevent all vehicular traffic.

In its petition for review, Merger Three argues that a street is “closed” under the statute when it cannot be used by the public for ordinary vehicular traffic. Here, the ordinance restricts ordinary vehicular traffic. Thus, because the Transportation Code requires all abutting property owners to consent to a street closure, the ordinance is invalid. Merger Three also argues that it will suffer irreparable harm without an injunction.

[CA Opinion: ___ S.W.3d ___, 2026 WL 740665 (Tex. App.—Houston [14th Dist.] 2026)]