Case Summaries
November 20, 2026

Case summaries are prepared by court staff as a courtesy for the public. Summaries of decided cases are not a substitute for judicial opinions and should not be relied upon as authoritative in any way. Summaries of granted cases do not reflect the thinking of the Court or of any Justice about the nature of the case or the issues presented.

DECIDED CASES

Ruth v. Comm'n for Law. Discipline, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [24-0701]

In this attorney-discipline case, the trial court sanctioned William Ruth for violating the disciplinary rules, and in imposing the sanction the court took into account a prior judgment that sanctioned Ruth for violating a different rule. The court of appeals affirmed. While the petition for review was pending, the Supreme Court reversed the prior judgment and dismissed that proceeding. Because the trial court's sanction was based in part on a prior disciplinary judgment that has now been reversed, the Court vacated the court of appeals' and the trial court's judgments in a per curiam opinion and remanded to the trial court to redetermine the sanction in light of the Court's opinion in the prior proceeding.

Comprehensive Training Ctr., LLC v. Edcouch-Elsa Indep. Sch. Dist., ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) [24-0772]

The issue in this case is whether a school superintendent "properly executed" two contracts as Local Government Code Chapter 271 requires for a waiver of governmental immunity.

Without the approval of the board of trustees, the superintendent of Edcouch-Elsa ISD signed contracts with consultants to provide grant-writing and contract-administration services. The superintendent agreed to pay the consultants a ten percent contingent fee. After the district received the grant, the superintendent terminated the contracts. The district did not pay the consultants' fee, and the consultants sued for the fee of over $800,000. The district asserted governmental immunity in a plea to the jurisdiction. The trial court denied the district's plea. The court of appeals reversed.

The Supreme Court affirmed. In an opinion by Justice Bland, the Court held that the contracts were not "properly executed" as Chapter 271 requires for a waiver of immunity. The school board's policy required the superintendent to obtain board approval for any budgeted purchase that cost $25,000 or more. Because the uncapped contingent fee exposed the school district to unlimited future liability, the contracts did not cost less than $25,000. The superintendent had no authority to execute the contracts, and the district is immune from this suit.

Justice Hawkins concurred, noting that jurisdictional discovery was not required to determine that the contracts were not "properly executed." He encouraged parties and courts to avoid jurisdictional discovery except when necessary and opined that jurisdictional discovery, when justifiable, should be narrow and targeted.

In re Marquez, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [25-0175]

This mandamus proceeding concerns whether the trial court acted after the expiration of its plenary power.

Marquez sued Adreon over a contract dispute. The parties agreed to have the court decide attorney's fees after trial. Marquez prevailed at trial and filed a motion for attorney's fees requesting about $82,000 in fees. At a hearing a week later, the court stated it was inclined to allow each party nominal fees but indicated that it had not made up its mind. About a month later, in November 2023, the court signed Marquez's proposed final judgment awarding Marquez its requested fees of almost $82,000. Eight months later, in July 2024, Adreon filed a motion to reform the judgment. Two months after that, in September 2024, the court held a hearing and signed an order that vacated the prior "erroneous" final judgment and lowered Marquez's fees to about $2,000. The order included a handwritten note stating that the earlier judgment "was obtained by misleading the court," but the order did not explain how the court was misled. Marquez sought mandamus relief from the September 2024 order in the court of appeals, which denied relief.

The Supreme Court granted mandamus relief directing the trial court to vacate its September 2024 order and reinstate its November 2023 judgment. It held that the November 2023 judgment was a final judgment and that the trial court retained plenary power to correct it for thirty days under Texas Rule of Civil Procedure 329b. The November 2023 judgment was the first and only indication of a decision by the trial court on the amount of fees. After plenary power expired, the court lacked jurisdiction to modify the final judgment except by bill of review or to correct a clerical error. The Court held that any error as to the amount of fees in the November 2023 judgment was a judicial error in the substance of the court's announced decision and not a clerical error that could be corrected after the expiration of the trial court's plenary power.

Arellano v. Villegas, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [25-0207]

This case concerns damages awarded to a plaintiff in a personal-injury suit after the trial court entered a no-answer default judgment against the defendant.

Villegas sued Arellano for damages sustained in a car wreck. The trial court entered a no-answer default judgment against Arellano and awarded Villegas damages for lost wages, medical expenses, mental anguish, physical impairment, physical pain and suffering, and exemplary damages. At the court of appeals, Villegas requested a remittitur eliminating some damages awards, explaining that she did not contest Arellano's evidentiary-sufficiency complaints about those damages. The court of appeals affirmed certain damages awards but remanded for a new trial on other categories of damages, holding that legally insufficient evidence supported those damages.

Arellano filed a petition for review in the Supreme Court, which the Court denied. Arellano then filed a motion for rehearing. In her response brief on the merits, Villegas asked this Court to reverse and render a take-nothing judgment on all categories of damages (except pain and suffering) because she does not wish to pursue a new trial on those damages. And in her response to the motion for rehearing, she conceded that the record lacked sufficient evidence for some of the awards that the court of appeals affirmed.

The Supreme Court granted rehearing and vacated the court of appeals' judgment, explaining that the decisions below cannot stand in light of Villegas's concessions regarding the damages awards and given the Court's heightened skepticism of default judgments. The Court remanded to the court of appeals to reassess the damages awards.

Santander Consumer USA Inc. v. Enter. Fin. Grp., Inc., ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [25-0660]

This case concerns preservation of charge error.

Santander and Enterprise entered into an agreement to market Enterprise's consumer protection policies to Santander's auto-loan customers. The arrangement was ultimately unsuccessful and led to litigation, with both parties asserting claims for breach of contract, among others. The case was tried to a jury. On the last day of trial, the court signed each side's proposed jury charge and wrote "Refused," explaining that doing so protected their complaints in the record. The trial court then prepared its own charge and provided it to the parties before holding a charge conference. At the charge conference, Santander objected that the charge permitted an award of lost profits to Enterprise despite insufficient evidence. After the final judgment awarded damages and attorney's fees to Enterprise, Santander appealed and raised the same complaint, along with complaints about the trial court's omission of questions in Santander's proposed charge and the sufficiency of the evidence of Enterprise's damages. The court of appeals affirmed and held that Santander waived its charge complaints and that there was sufficient evidence of damages.

The Supreme Court reversed the court of appeals' judgment and remanded for

the court of appeals to consider Santander's charge complaints. The Court held that Santander preserved its complaint regarding the submission of lost profits by objecting at the charge conference and preserved its other complaints by submitting proposed questions that the trial court explicitly refused.

Tex. Tech Univ. v. Espinoza, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) [25-0762]

At issue in this case is whether the trial court properly granted Texas Tech University's plea to the jurisdiction because the plaintiff failed to comply with Section 101.106(f) of the Texas Tort Claims Act.

After a traffic collision, Sonia Espinoza sued Madyson Leita, a Texas Tech employee who was acting within the scope of her employment, which meant that it was a suit against Leita in her official capacity. Leita filed a motion to dismiss. Espinoza did not replace Texas Tech as the named defendant within thirty days, as Section 101.106(f) requires. By the time she did so, the statute of limitations had expired. Texas Tech then filed a plea to the jurisdiction, which the trial court granted. Espinoza appealed, and the court of appeals reversed. It held that the suit against Leita in her official capacity was substantively a suit against Texas Tech all along, so Texas Tech was not "added" to the suit after limitations had expired, and that Section 101.106(f) merely offered a mechanism to ensure the governmental entity is properly identified.

The Supreme Court reversed and reinstated the trial court's order of dismissal. Under Section 101.106(f), the case had to be dismissed unless Espinoza filed amended pleadings within thirty days of Leita's motion. Espinoza did not act within thirty days, and by the time she did, the statute of limitations had run. Untimely suits against governmental defendants are jurisdictionally barred, so the trial court was correct to grant Texas Tech's plea to the jurisdiction. The court of appeals was correct that a suit against a governmental employee in her official capacity is a suit against the governmental employer in all but name, but that principle does not authorize courts to disregard Section 101.106(f)'s express direction about what a plaintiff must do to successfully maintain such a lawsuit.

In re Cook Children's Health Plan, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [25-1030]

The issue in this original proceeding is whether the court of appeals erred in denying motions for temporary relief under Rule of Appellate Procedure 29.3 when the parties had agreed that the government official would comply with the terms of the superseded temporary injunction pending resolution of the Rule 29.3 motions.

Relators brought ultra vires claims against the Executive Commissioner of the Texas Health and Human Services Commission. The trial court denied the Commissioner's plea to the jurisdiction and temporarily enjoined her from, among other things, executing certain contracts. The Commissioner filed an interlocutory appeal, which automatically superseded the temporary injunction. To prevent emergency filings seeking or opposing temporary relief under Rule 29.3, the parties

entered into a "standstill agreement," in which the Commission agreed to comply with the terms of the temporary injunction until the court of appeals ruled on the Rule 29.3 motions and the Supreme Court ruled on any resulting mandamus petition. The court of appeals denied the Rule 29.3 motions, but not on their substance. It reasoned that under the standstill agreement, the Commissioner would continue to comply with the temporary injunction regardless of how the court ruled, so long as the Supreme Court had not yet resolved the issues. According to the court of appeals, that meant that relators had failed to demonstrate that they would suffer irreparable harm absent temporary relief.

The Supreme Court disagreed with the court of appeals' reasoning. It explained that agreements like this one should be encouraged because they help avoid unnecessary emergency litigation. The existence of the agreement did not necessarily mean that the appellants would suffer no irreparable harm absent Rule 29.3 relief. By denying the motions based on the agreement's existence, the court of appeals hastened the end of that agreement and increased the likelihood that the parties would have to resort to emergency filings. Accordingly, the Supreme Court conditionally granted the petition for writ of mandamus, vacated the court of appeals' order, and directed the court of appeals to reconsider the Rule 29.3 motions.

Tex. Right to Life v. Van Stean, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [26-0099]

The issue in this interlocutory appeal from a lawsuit challenging the constitutionality of a statute is whether a justiciable controversy exists.

Several plaintiffs sued Texas Right to Life and its director, alleging that a statute permitting private civil actions for unlawful abortions is unconstitutional. The lawsuits were consolidated in a multi-district litigation proceeding, and TRTL moved to dismiss. The trial court denied TRTL's motion and granted relief to the plaintiffs, and the court of appeals affirmed. TRTL sought review of the denial of its motion to dismiss in the Supreme Court. After the Court ordered a response, the plaintiffs moved to dismiss the case as moot, asserting that TRTL is now barred by limitations from suing them. TRTL argued that the plaintiffs' claims are not moot, although it claimed that the plaintiffs lack standing to bring their claims.

The Court held that, whether the plaintiffs lacked standing when suit was filed or the suit later became moot, there is no justiciable controversy for the Court to resolve. The Court concluded that neither side's claims for attorney's fees prevent the case from being dismissed because the plaintiffs affirmatively withdrew their fee claims, and TRTL would not be entitled to statutory fees unless it prevailed in the underlying suit. The Court thus dismissed the case for want of jurisdiction and vacated the lower courts' judgments. The Court also vacated the court of appeals' opinion, noting that the prevailing party below sought dismissal and the case involved questions of public importance.

In re Matos, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [26-0164]

At issue in this case is whether the trial court clearly abused its discretion in denying and striking a motion for leave to designate a responsible third party to which there was no timely objection.

Before Edgardo Matos sold a home to Patricia Batley, he hired Unlimited Contractor Property Services to repair its foundation. When the foundation later began to deteriorate, Batley sued Matos. In July 2024, Matos filed a motion for leave to designate Unlimited as a responsible third party under Section 33.004 of the Civil Practice and Remedies Code. In April 2025, Matos noticed a hearing on the third-party designation motion. One day before the hearing, Batley objected to and moved to strike the motion. The trial court denied and struck Matos's motion. Matos filed a mandamus petition in the court of appeals, which the court denied.

The Supreme Court held that striking the designation constituted a clear abuse of discretion for which there was no adequate remedy by appeal. Under Section 33.004, a defendant may file a motion for leave to designate a person as a responsible third party on or before the 60th day before the trial date, and the trial court must grant the requested leave unless another party files an objection to the motion for leave on or before the 15th day after the date the motion is served. Although Matos's motion was timely, Batley did not object until 281 days later, which was well past the deadline. The trial court was therefore obligated to grant the motion for leave.

Accordingly, the Supreme Court conditionally granted Matos's petition for writ of mandamus and directed the trial court to grant the motion for leave to designate Unlimited as a responsible third party.

U.S. Bank Nat'l Ass'n v. Bus. Unlimited 27, LLC, ___ S.W.3d ___, 2026 WL ___ (Tex. Nov. 20, 2026) (per curiam) [26-0558]

At issue in this case is whether the court of appeals erred in affirming the trial court's no-answer default judgment.

Business Unlimited sued U.S. Bank to quiet title to property located in Grand Prairie, Texas. U.S. Bank did not timely answer or appear. Two days after U.S. Bank's answer deadline, Business Unlimited filed a motion for default judgment, which the trial court granted that day. The court of appeals affirmed. U.S. Bank petitioned the Supreme Court for review.

The Supreme Court reversed and held that the court of appeals erred in failing to analyze whether Business Unlimited had properly served U.S. Bank. Because Business Unlimited directed its citation to "US Bank National Association" instead of the correct entity—"U.S. Bank National Association, as Trustee for RMTP Trust Series 2021 Cottage-TT-V"—U.S. Bank was never properly served and had no duty to respond or appear, making the default judgment improper.

The Court vacated the trial court's default judgment and remanded to the trial court for further proceedings.