



2025–2026 Texas Supreme Court Term

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New Rules



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EFF, JAN. 1, 2026

New Petition-for-Review Rules

Misc. Docket No. 25-9104

- **What changed:** The Court overhauled the petition-for-review process, eliminating the former two-step system. The Court will now ordinarily decide whether to grant review, request merits briefs, and set argument based on petition-stage briefing alone — requiring **four votes** (formerly three).
- **Key details:** Applies to petitions filed after Jan. 1, 2026; word limit increased from 4,500 to **6,500**; rules emphasize an **introduction** of up to 1,000 words.

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EFF. MAR. 1, 2026

Rewrite of Rule 166a

Mandated by SB 293 and HB 16

What Changed

Complete rewrite of the summary-judgment rule. Nonmovant's response now due **21 days** after the motion is filed; strict judicial deadlines for rulings imposed; both sides must submit proposed orders.

Practical Takeaway

Watch scheduling orders and individual courts' general practices—e.g., Dallas County's 90-day-before-trial filing requirement.

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Permissive Appeals



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NO. 25-0812

Helena Chemical Co. v. Bales

Tex. May 15, 2026 (per curiam)

"We hold that Section 51.014(d)(1) is satisfied when there is a substantial ground for concluding that a trial-court ruling is at odds with binding precedent."

- Materially loosens the gatekeeping standard courts of appeals had been applying restrictively.
- Key case for making permissive appeals **more available**.



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NO. 26-0005

McKesson Medical-Surgical Inc. v. Cleveland

Tex. June 26, 2026 (per curiam)

"[T]he 'substantial ground for difference of opinion' standard is broad, rather than restrictive, designed to permit appeals of 'genuinely disputed legal questions in varied contexts.'"

- A formal appellate split is **not required**.
- Read with *Helena Chemical* – identify competing reasonable readings and explain concretely how an immediate ruling could eliminate a party, claim, or trial.



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NOS. 25-0010 & 25-0012

Boren Descendants v. Fasken Oil & Ranch

Tex. Apr. 24, 2026 (per curiam)

- Jurisdictional inquiry does not begin and end with whether the trial court expressly referenced the presumed-grant doctrine within its certification order.
- The question is whether that issue was among the "fairly included subsidiary issues and ancillary issues" in that order.

Drafting Tip

Draft certification orders broadly enough to encompass related doctrines.

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It's in the Record Somewhere



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NO. 24-1039

Kuo v. Regions Bank

Tex. Oct. 10, 2025 (per curiam)

"If the court of appeals was uncertain as to whether documents attached to one pleading were equally applicable to the motion under review, it could have asked the parties to clear up the uncertainty, instead of sua sponte finding a forfeiture that was not urged by the [opposing party]."

- Under Rule 166a(c), evidence need only be "**on file**" when the motion is heard – it does not have to be attached to the particular motion. Still good practice to have an "Evidence Relied Upon" section.

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NO. 24-0924

MV Transportation, Inc. v. GDS Transport, LLC

Tex. May 8, 2026

"When an original petition invokes a document in that way, the document is not mere 'evidence' but may instead be regarded as part of the petition itself."

- Important qualification to ordinary record-completeness rules in Rule 91a, pleading-based dismissals.
- Does not excuse careless record prep, but prevents an omitted incorporated document from automatically defeating review.

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NO. 24-1049

Diamond Hydraulics, Inc. v. GAC Equipment, LLC

Tex. Mar. 27, 2026

"Good cause is a demanding standard, not an impossible one."

- Good cause met where expert changed jobs, moved out of state, and refused to testify shortly before trial.
- Practice: (1) document lack of control, (2) diligence in seeking alternatives, (3) prompt disclosure, (4) importance of testimony.

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NO. 23-0953, 734 S.W.3D 400

Ortiz v. Nelapatla

Tex. May 1, 2026

"[T]he unchallenged portions of the medical costs identified in the initial affidavit remain competent evidence and may be submitted to the factfinder."

- A counteraffidavit controverting only part of claimed amounts makes the initial affidavit "insufficient" only as to the controverted portion.

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NO. 24-0315, 724 S.W.3D 847

In re Estate of Lopez

Tex. Nov. 7, 2025 (per curiam)

"It was error to admit Judge York's expert testimony. The issue on which she opined—whether the evidence established an informal marriage—was within the average juror's knowledge."

- Thorough review of four factors: (1) crucial to the only contested issue, (2) not cumulative, (3) used deliberately, (4) emphasized through the witness's former judicial role.

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Default Judgments

OFFICIAL SEAL



LEGAL DOCUMENT

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NO. 24-0581

Shamrock Enterprises, LLC v. Top Notch Movers

Tex. Jan. 16, 2026

‘Nothing in the record, including the *Whitney* certificate, alleges or identifies the Foley, Alabama address as Shamrock’s ‘most recent address . . . on file with the secretary of state’ as required for valid substituted service under section 5.251(1)(A).’

- A Secretary of State certificate is conclusive only as to facts it actually states.
- Plaintiffs must build a record affirmatively establishing every statutory step.

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NO. 24-0205

Huffman Asset Management, LLC v. Colter

Tex. May 29, 2026

‘[T]he Secretary of State’s certification establishes only the facts stated therein.’

- An entity may have several addresses in the Secretary’s records; its registered-office address is not necessarily the most recently filed one.

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Finality

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NO. 24-0778

In re Estate of Wheatfall

Tex. Feb. 13, 2026 (per curiam)

- A probate order is final only if it actually disposes of every party and issue in that phase of the proceeding. An order admitting a will and rejecting objections "through a specified date" was not final because later-filed objections remained unresolved.
- Probate finality is phase-specific but even so, depends on the actual wording of the order and the state of the pleadings.

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NO. 24-0543

Family Dollar Stores of Texas v. JLMH Investments

Tex. June 26, 2026

"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."

- An ambiguous postjudgment "clarification" may not change finality or stop the appellate clock.
- To alter finality, obtain an order expressly vacating or modifying the final judgment.

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NO. 24-0516

Valk v. Copper Creek Distributors, Inc.

Tex. Apr. 17, 2026

"[W]hen multiple grounds for reversal of a trial court's judgment are presented, courts of appeals should 'first address issues that would require rendition and thus should consider those issues before ordering a remand.'"

- Appellants should clearly identify which issues require rendition.
- Appellees defending a remand must explain why recognized exceptions apply.

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Contract Law



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NO. 25-0350, 735 S.W.3D 710

Wang v. Whittenburg

Tex. May 15, 2026

- Attorney's fees incurred in prior litigation are recoverable as breach-of-contract damages when the breach was not itself a basis for the prior litigation. The excess fees were the natural, probable, and foreseeable result of the breach.
- A meaningful carve-out from the American Rule. Know the distinction: was the breach itself the subject of the prior suit, or did the breach cause additional fees in separate litigation?

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NO. 25-0131, 734 S.W.3D 896

Bryant Law Firm v. Walker

Tex. May 8, 2026 (per curiam)

- Accord and satisfaction established conclusively – under both common law and the Business & Commerce Code – when a client crossed out release language on a fee-refund check but deposited it anyway.
- Depositing a conditional check with knowledge of the condition = assent. Clean render reversing a directed verdict and exemplary-damages award.

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NO. 25-0297

Champion Food Service, Inc. v. ProAlamo Foods

Tex. June 19, 2026

- Quantum meruit barred as a matter of law because meat deliveries were covered by express agreements, and trial evidence conclusively established that nothing was delivered outside the scope of those agreements.
- Cautionary tale on JNOV fee enhancements. Express agreements foreclose quantum meruit for the same goods/services.

25

NO. 24-0171

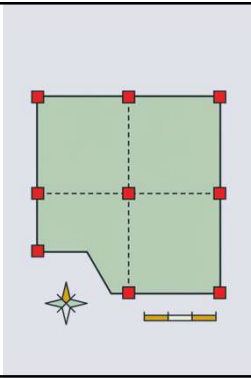
Maya Walnut LLC v. Ly

Tex. June 26, 2026

- Maya could not justifiably rely on the landlord's representations because Maya heard that a competitor had a "big surprise" coming and failed to pursue that "red flag"

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Boundary Lines



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NO. 24-0879

In re Lapuerta

Tex. Apr. 10, 2026

- Mandamus restored a defense verdict where the trial court's new-trial order relied on a juror letter that improperly invaded the privacy of jury deliberations. Texas recognizes loss-of-chance principles outside cases involving a patient's death.
- Severe limits on using juror accounts of deliberations to attack a verdict. Mandamus can restore a verdict when the trial court's stated reasons don't withstand scrutiny.

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NO. 24-0245, 792 S.W.3D 525

In re Zaidi

Tex. Apr. 10, 2026

Disqualification required because defense counsel never instructed a legal assistant to abstain from work on matters from prior employment.

- Uncommon mandamus opinion sustaining disqualification.
- Implement screening protocols at the moment of hire for all nonlawyer staff with prior firm experience.

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NO. 24-0556

In re Hotze

- The Court declined to set a comprehensive standard on civil stays during parallel criminal proceedings but identified two "impediments": the relator was no longer a criminal defendant, and the civil case was lagging behind the criminal process.
- Most direct SCOTX guidance to date on civil stays during parallel criminal proceedings. Useful in commercial fraud litigation.

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Grab Bag

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NO. 24-0883

In re Bell Helicopter Services Inc.

Tex. Apr. 24, 2026

- The federal General Aviation Revitalization Act's repose period barred the action because unrelated helicopter manual revisions did not restart the 18-year period. Mandamus may issue from an otherwise unreviewable summary-judgment denial.
- Look for statutory language that confers a right not to be sued – that may support immediate relief from a denied summary judgment.

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NO. 24-0846

JMI Contractors, LLC v. Medellin

Tex. June 26, 2026

- An experienced independent roofing contractor who stepped backward off a flat roof could not recover under the "necessary-use" exception to the independent-contractor defense. The Court reversed a \$4.6 million verdict.
- Tightens the standards for when an injured independent contractor can recover under premises-liability theories.

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NO. 24-0292

In re Greystar Development & Construction, L.P.

Tex. May 22, 2026

- The \$25 million supersedeas cap in § 52.006(b)(2) applies per debtor, not per judgment—when the amount of the judgment significantly exceeds the cap.

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NO. 24-0250

Weldon v. Lilith Fund for Reproductive Equity

Tex. May 15, 2026

- Rule 202 practice can constitute TCPA-protected activity, making a responsive suit subject to accelerated dismissal. The later suit was “based on” or “in response to” the Rule 202 activity because it sought to stop that proceeding.
- Read with *In re Madison* from this term (stay extends until mandate issues).

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