

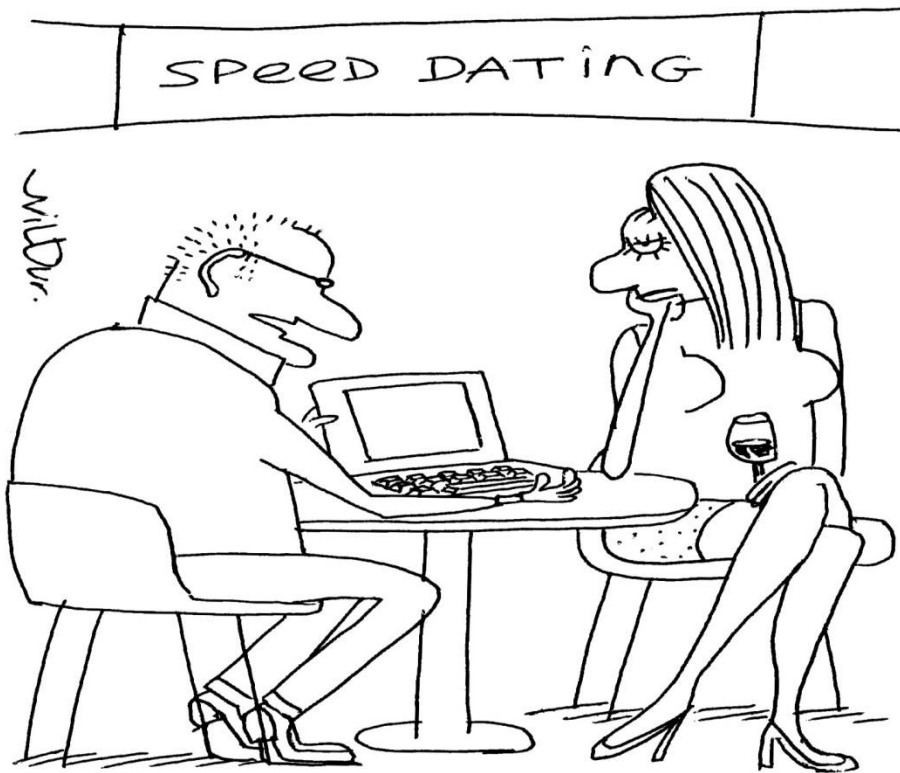
# Texas Supreme Court Update: Focus on Business, Energy and Interesting Cases

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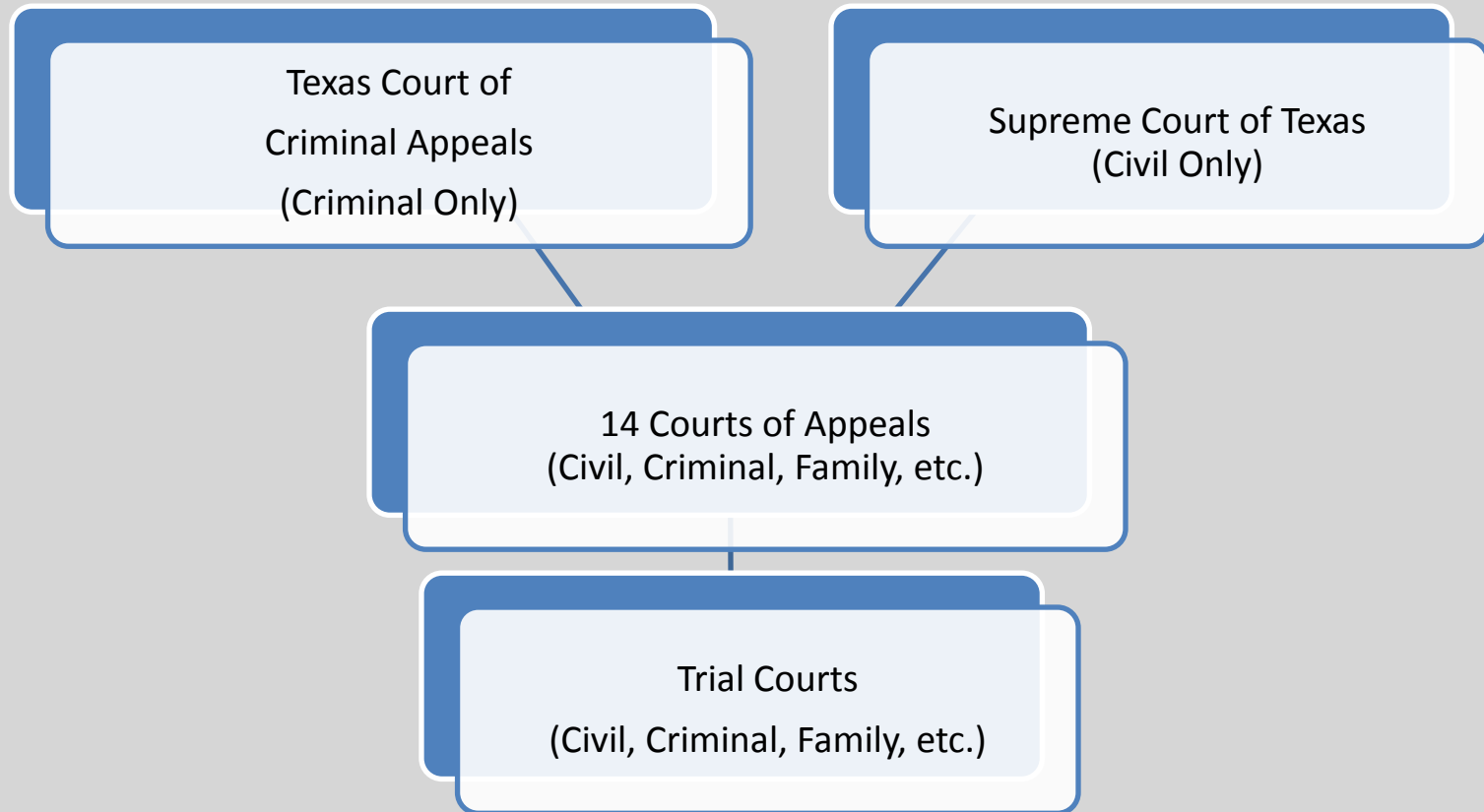


i've prepared this powerpoint presentation about myself which takes precisely the allotted five minutes

# Overview

- Overview of the Court
- Statistics
- Business
- Energy
- Interesting Cases

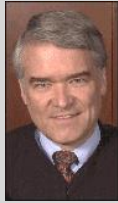
# Texas Appellate System



# Opinion Issuance

- 2014-2015: Docket cleared
- Disposition time fell to 173 days
- 2015:
  - 92 dispositions
  - 127 opinions

# Justices on the Court



Chief Justice Nathan L. Hecht  
Place 1



Justice Paul W. Green  
Place 5



Justice Phil Johnson  
Place 8



Justice Don R. Willett  
Place 2



Justice Eva Guzman  
Place 9



Justice Debra Lehrmann  
Place 3



Justice Jeffrey S. Boyd  
Place 7



Justice John Phillip Devine  
Place 4



Justice Jeff Brown  
Place 6

# Results: 2015\*

■ P wins =	36 (39%)
■ D wins =	52 (57%)
■ Split =	<u>4</u>
■ Total opinions =	92

\* Jay Jackson  
Abraham · Watkins · Nichols · Sorrels · Agosto · Friend

# Narrowed Analysis: 2015\*

- P wins = 15 (31%)
- D wins = 34 (69%)
- Total opinions = 49

\* Jay Jackson  
Abraham · Watkins · Nichols · Sorrels · Agosto · Friend



# Business Cases

- Premises
- Employment
- Anti-Slapp
- Partnerships
- Arbitration

# Premises



# Claims by employees governed by same rules as invitees

*--Austin v. Kroger*

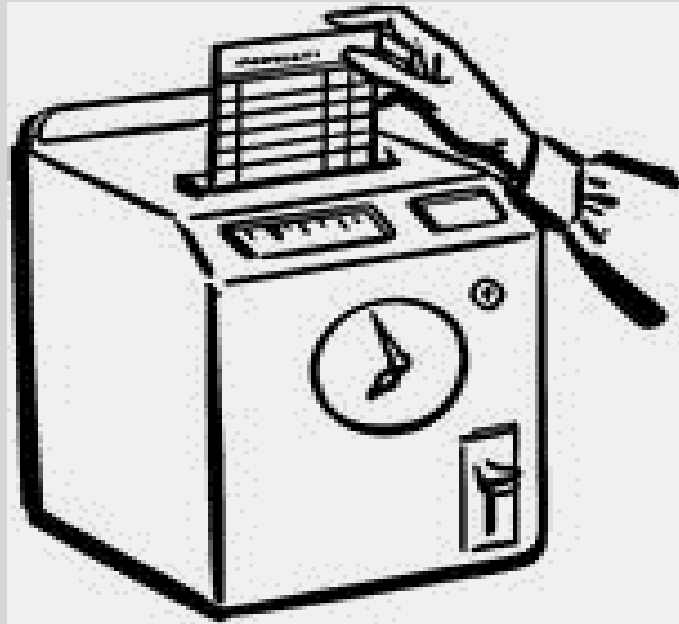
# Former owners not liable

-- *Occidental Chemical Corp. v. Jenkins*

# Ch. 95 interpreted broadly

--*Abutahoun v. Dow*

# Employment



Whistleblower must report to authority with “outward looking” enforcement powers

*-- Office of AG v. Weatherspoon*

Statements in report to DOJ  
absolutely privileged

--*Shell v. Witt*



# Anti-Slapp



Applies to public and private  
communications

--*Lippincott v. Whisenhunt*

# Partnerships



No fraud if misrepresentation  
contradicted by contract

--*NPH v. Westergren*

# Limitations begins after final judgment against partnership

*--Am. Star Energy & Minerals Corp. v. Stowers*

# Arbitration



Arbitration clause in firm's client  
agreement not unconscionable

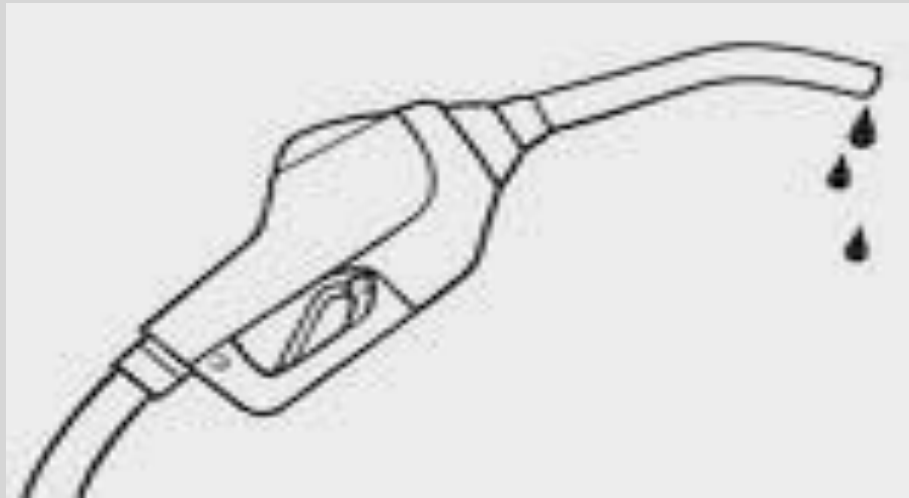
-- *Royston Rayzor v. Lopez*

- Arbitrator, not court, decides procedural arbitrability issue
- Direct benefits estoppel doctrine inapplicable
- No waiver

*--G.T. Leach v. Sapphire*



# Energy



# Scope of executive right holder's duty to non-executive

*--KCM Financial v. Bradshaw*

# Overriding royalty free of post-production costs

*--Chesapeake Expl. v. Hyder*

Written agreement > Industry custom

--*Kachina Pipeline Co. v. Lillis*

No discovery rule for obvious and material omissions in deed

--*Cosgrove v. Cade*

Reasonable diligence where  
RRC records tainted with  
defendant's fraud

*--Hooks v. Samson Lone Star*

# Effect of lease expiration on production payment reserved in assignment

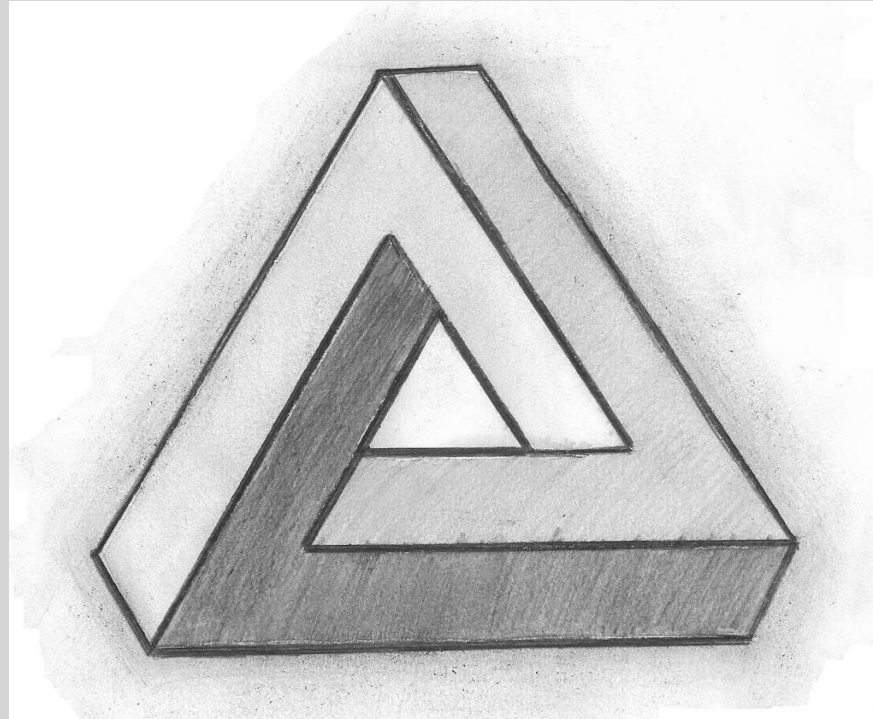
*--Apache Deepwater v. McDaniel*

# Interesting Cases

- Defense oriented (within limits)
- Lawyer related
- Public Information Act
- A fun assortment



# Defense Oriented



# Seat belt evidence admissible

*--Nabors Well Servs., Ltd. v. Romero*

# Medical causation evidence

*--JLG Trucking v. Garza*

# Consent is an element of trespass

*--Envtl. Processing v. FPL Farming*

# Preserved error without objecting during charge conference

*--Wackenhut v. Gutierrez*

Disgorgement does not need to be superseded on appeal

*--In re Longview Energy*

# There are Limits



# Ch. 74 does not apply

--*Ross v. St. Luke's Hosp.*

--*Reddic v. E. Texas Med. Center*

--*Galvan v. Memorial Hermann*



# Lawyer Related



# No fraud exception to attorney immunity

--*Cantey Hanger v. Byrd*

# Attorney disqualification

--*In re RSR*

# Public Information Act



Applies to private entities  
“sustained” by public funds  
--*GHP v. Paxton*

Private parties have standing to  
protect sensitive information

--*Boeing v. Paxton*

# Just a few more



Superfund cleanup proceedings are  
“suits” for purposes of an insurer’s  
duty to defend

--*McGinnes Indus. Maint. Corp. v. Phoenix Ins.*



A release does not contain an implied  
promise not to sue

--Nat'l Prop. Holdings, L.P. v. Westergren

# Owner of personal property may recover loss of use damages

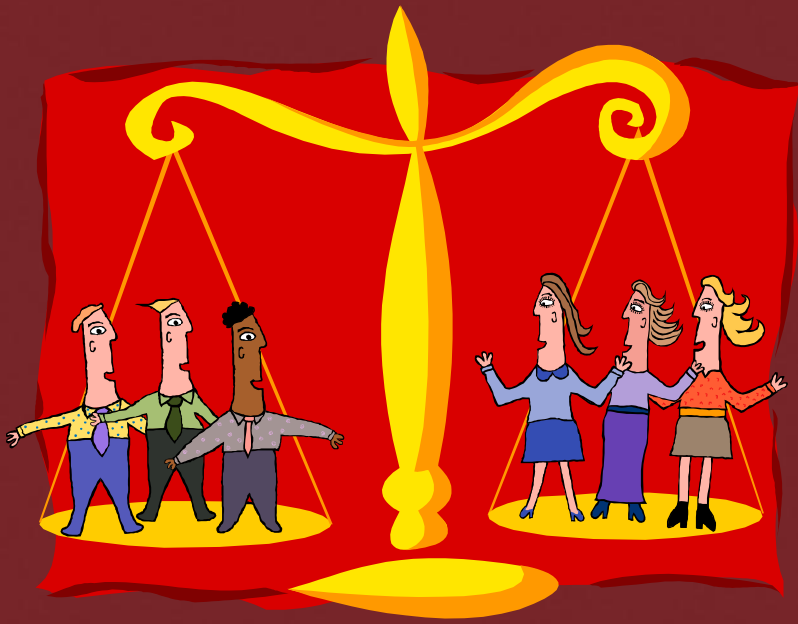
*--J&D Towing v. Am. Alternative Ins*

Court looked to incorporated document to determine scope of insurance coverage

*--In re Deep Water Horizon*

# No liability to spectator at sports event

--*Univ. of Texas at Arlington v. Williams*



Thank you

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