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Appellate and Constitutional Law Update

May 20, 2026

## Texas Supreme Court Reinforces Rule 91a as a Tool for Early Resolution of Dispositive Legal Issues

*MV Transportation, Inc. v. GDS Transport, LLC*, No. 24-0924 – Decided May 8, 2026;  
*In re Home Depot U.S.A., Inc.*, No. 25-0317 – Decided May 15, 2026

**Two recent decisions confirm that Rule 91a requires dismissal when statutes, regulatory frameworks, pleaded contracts, or missing allegations defeat a claim as a matter of law.**

*“The only dispute, in other words, is over the legal consequences of the agreement’s text, and that kind of dispute lies in Rule 91a’s heartland.”*

JUSTICE YOUNG, WRITING FOR THE COURT IN *MV TRANSPORTATION, INC. V. GDS TRANSPORT, LLC*

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## Overview:

In two recent opinions, the Texas Supreme Court reinforced the role of Texas Rule of Civil Procedure 91a as a tool for early resolution of cases. Both decisions emphasize that courts may resolve dispositive legal issues at the pleading stage by testing the plaintiff's allegations against the governing legal framework.

## Background:

***MV Transportation.*** After disputes arose from contracts for transit services, a transportation-services subcontractor sued the regional public transportation authority DART as well as DART's prime contractor. The prime contractor moved to dismiss a fraud claim under Rule 91a, arguing that the plaintiff's allegations brought the contractor within Transportation Code § 452.056(d), which limits a private operator's damages liability to the extent DART itself would be liable. The trial court dismissed the fraud claim, but the court of appeals reversed.

***Home Depot.*** Plaintiffs in a wrongful-death and survival action sued a commercial motor carrier and its driver after a fatal collision involving a tractor-trailer on a public roadway. They later added Home Depot, whose goods were being transported at the time of the accident, alleging that Home Depot negligently selected the motor carrier based on its safety record. Home Depot moved to dismiss under Rule 91a, arguing that it owed no duty to the motoring public because the pleadings alleged only that it was a passive shipper of ordinary cargo. Home Depot emphasized that the plaintiffs didn't allege that it owned, operated, or controlled the truck; employed or supervised the driver; directed the vehicle's operation; or otherwise created or controlled the risk that caused the accident. The trial court denied the motion, and the court of appeals denied mandamus relief.

## Issue:

Can Texas courts use Rule 91a to dismiss claims at the pleading stage when the plaintiff's allegations establish that the claims fail as a matter of law?

## Court's Holdings: Yes

***MV Transportation.*** The Court reinstated the Rule 91a dismissal because the plaintiff's allegations brought the defendant-contractor within § 452.056(d)'s liability limitation. Because DART would have been immune from the fraud claim, the contractor likewise couldn't be liable for damages on that claim.

***Home Depot.*** The Court held that Rule 91a required dismissal because the pleadings didn't allege facts giving rise to a duty under Texas law owed by the shipper to the motoring public. The Court conditionally granted mandamus relief and directed dismissal.

## What It Means:

- Rule 91a is a potent early-disposition tool. By affirming dismissal on direct review in *MV Transportation* and directing dismissal through the grant of mandamus relief in *Home Depot*, the Texas Supreme Court confirmed that Rule 91a requires courts to resolve dispositive legal questions raised by the pleadings. When the pleaded facts bring the

claim within a dispositive legal framework, or when the petition omits facts necessary to support liability, courts must decide *at the outset* whether the law permits relief.

- Courts will consider the statutory framework that governs the plaintiff’s allegations. In *MV Transportation*, the plaintiff’s allegations brought the defendant-contractor within a statute limiting the contractor’s liability. Because the dispute turned on the “legal consequences” of the contractual relationship alleged in the pleadings, the Court held that it fell within “Rule 91a’s heartland” and could be resolved on a Rule 91a motion. Op. 5.
- Duty remains a “threshold” legal question for early resolution at the Rule 91a stage. Op. 2. *Home Depot* confirms that courts must dismiss negligence claims where “the pleadings allege no facts giving rise to a duty” under Texas law. Op. 5. In deciding whether a duty was sufficiently pleaded to survive Rule 91a, courts can consider “the foreseeability of the risk,” whether the defendant “created or controlled the risk,” and whether recognizing the asserted duty would be “practical [or] workable.” Op. 8, 10.
- Plaintiffs can’t avoid dismissal by omitting facts needed to support liability. In *Home Depot*, the Court explained that “[s]ilence does not support an inference that [the carrier] was operating unlawfully, and Rule 91a does not permit courts to infer misconduct absent supporting factual allegations.” Op. 9–10.
- Together, the decisions make clear that trial courts must critically examine petitions and dismiss claims under Rule 91a if they lack a basis in law or fact. When the petition itself shows that the law doesn’t permit recovery, dismissal is required.

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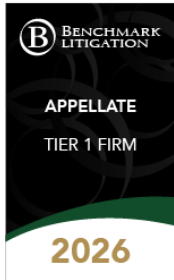
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The Court's opinion in *MV Transportation* is available [here](#) and its opinion in *Home Depot* is available [here](#).

Gibson Dunn's lawyers are available to assist in addressing any questions you may have regarding developments at the Supreme Court. Please feel free to contact the following practice group leaders:

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