

FOURTEENTH COURT OF APPEALS OF TEXAS

Regional Specialty Clinic, P.A. v. S.A. Randle & Associates, P.C. and Sarnie A. Randle, Jr.

Regional Specialty Clinic · No. No. 14-19-00145-CV · Decided May 4, 2021

SUMMARY

This is a concurring and dissenting opinion addressing summary judgment in a dispute between a medical clinic and a lawyer and law firm concerning medical expenses, an assignment of benefits, and a personal-injury settlement. Justice Spain agreed with portions of the court's disposition but disagreed with affirming summary judgment on the clinic's money-had-and-received and unjust-enrichment claims, and would have reversed and remanded those claims along with the breach-of-third-party-beneficiary-contract claim.

CASE DETAILS

COURT	Fourteenth Court of Appeals of Texas
WRITING FOR THE COURT	Charles A. Spain; Justice Wise; Justice Jewell; Justice Spain
JURISDICTION	Texas
DECIDED	May 4, 2021
DOCKET	No. 14-19-00145-CV
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a summary judgment entered by the 157th District Court of Harris County in favor of the lawyer on the clinic's claims.
STANDARD OF REVIEW	Summary judgment is reviewed under the applicable traditional and no-evidence standards. A no-evidence motion must identify the specific elements challenged, and a traditional motion must state the specific grounds relied upon; a trial court may not grant summary judgment on grounds not presented in the motion.
PRECEDENTIAL VALUE	Published separate opinion; the concurrence and dissent does not state the binding holding of the court.
PARTIES	Regional Specialty Clinic, P.A. v. S.A. Randle & Associates, P.C., Sarnie A. Randle, Jr.

TOPICS

summary judgment

civil procedure

appellate procedure

unjust enrichment

intentional interference with contract

PRACTICE AREAS

civil procedure

appellate procedure

contracts

remedies

QUESTIONS PRESENTED

1. Whether the lawyer's no-evidence summary-judgment motion adequately identified the elements challenged under Texas Rule of Civil Procedure 166a(i) on the clinic's money-had-and-received claim.
2. Whether the trial court properly granted traditional summary judgment on the clinic's unjust-enrichment claim when the motion did not state a specific ground directed to that claim.
3. Whether the appellate court could affirm summary judgment on grounds not expressly presented in the motion.
4. Whether summary judgment should have been reversed on the clinic's money-had-and-received, unjust-enrichment, and breach-of-third-party-beneficiary-contract claims.

HOLDINGS

1. Justice Spain would hold that the lawyer's broad no-evidence motion did not comply with Texas Rule of Civil Procedure 166a(i) because it did not specifically identify the elements as to which there was no evidence. He disagreed with the majority's contrary conclusion.
2. Justice Spain would hold that traditional summary judgment on the unjust-enrichment claim was improper because the lawyer did not state a specific summary-judgment ground directed to that claim in the motion.
3. Justice Spain would hold that the evidence raised a fact issue concerning unjust enrichment and undue advantage, regardless of whether the lawyer knew about the clinic's assignment of benefits.

KEY QUOTATIONS

“Such a broad no-evidence motion is not allowed.” (at 2)

“The clinic also points out that the lawyer obtained a \$60,000 personal-injury settlement for his client based in part on his client’s need to pay medical expenses of \$24,044.65, only \$500 of which were ever paid to any of the medical providers.” (at 4)

“Summary judgment is an efficient means to resolve disputes and achieve finality. But this is not a case for such a final resolution.” (at 5)

FACTUAL BACKGROUND

The clinic treated Randle's client and asserted an assignment of benefits in its favor. Randle represented the client in a personal-injury matter and obtained a \$60,000 settlement, allegedly based in part on the client's need to pay \$24,044.65 in medical expenses, but only \$500 was paid to medical providers. The clinic contended that

Randle knew of the treatment and relied on the clinic's medical records and charges, while Randle asserted that he lacked knowledge of the assignment and never received or held money belonging to the clinic.

PROCEDURAL HISTORY

The trial court granted summary judgment for Sarnie A. Randle, Jr. on the clinic's claims, including tortious interference, breach of a third-party-beneficiary contract, money had and received, and unjust enrichment. On appeal, the majority affirmed in part, reversed in part, and remanded. Justice Spain concurred in the disposition concerning issue one and tortious interference, but dissented from affirmance of summary judgment on the money-had-and-received and unjust-enrichment claims and would have reversed those portions as well.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Justice Spain would reverse the summary judgment on the money-had-and-received, unjust-enrichment, and breach-of-third-party-beneficiary-contract claims, affirm in part on the remaining challenged issues, and remand for further proceedings. The court's stated judgment affirmed in part, reversed in part, and remanded.

CASES CITED

- Cmty. Health Sys. Prof'l Servs. Corp. v. Hansen, 525 S.W.3d 671, 695-96 (Tex. 2017)
- Timpfe Indus., Inc. v. Gish, 286 S.W.3d 306, 310-11 (Tex. 2009)
- L'Arte de Mode, Inc. v. Neiman Marcus Group, 395 S.W.3d 291, 296 (Tex. App.—Dallas 2013, no pet.)
- McConnell v. Southside Indep. Sch. Dist., 858 S.W.2d 337, 341 (Tex. 1993)