

Opinion issued February 1, 2018



In The
Court of Appeals
For The
First District of Texas

NO. 01-16-00813-CV

ROADMASTERS TRANSPORT COMPANY, LLC, Appellant
V.
JESUS SAENS, Appellee

On Appeal from the 334th District Court
Harris County, Texas
Trial Court Case No. 2016-09012

MEMORANDUM OPINION

Roadmasters Transport Company, LLC appeals the trial court's rendition of summary judgment in favor of Jesus Saens. Roadmasters sued Saens, arguing that he breached the settlement agreement resolving his personal-injury claims stemming from a car accident caused by a Roadmasters's employee. The parties filed cross-

motions for summary judgment. The trial court granted Saens's motion and denied Roadmasters's. On appeal, Roadmasters contends the trial court erred both by granting Saens's motion and by denying its own. Because Roadmasters failed to negate all grounds on which the trial court may have ruled in Saens's favor, we affirm.

Background

In February 2014, a truck driven by a Roadmasters employee rear-ended Saens's car. Saens sued the employee and Roadmasters, and Roadmasters's insurance carrier defended the suit. In October 2015, Saens executed a settlement agreement releasing all claims against the insurer, Roadmasters, and its employee, in exchange for a \$35,000 payment. Relevant here, the settlement agreement contained the following indemnification provision:

Plaintiff agrees to indemnify and hold harmless the Defendants and Insurer, from and against any and all claims, demands or causes of action, including any liens described in paragraph 3.0 above, claims for contribution or indemnity, and the reasonable and necessary cost of defense of any such claims, including attorney's fees, which have arisen, or may arise out of, or result from, or in any way growing out of the occurrence.

After Saens executed the settlement agreement and received the \$35,000 payment, Roadmasters sued him for breach of contract and negligence. The breach of contract claim is the only claim contested on appeal. With respect to breach of contract, Roadmasters asserted that the indemnification provision in the settlement

agreement required Saens to reimburse it for the \$25,000 deductible it had to pay to its insurer in connection with its insurance claim for the accident and ensuing litigation.

Both parties moved for traditional summary judgment on the two claims. On the breach of contract claim, Saens contended that he did not breach the settlement contract because the indemnification provision did not require him to pay Roadmasters's insurance deductible. He asserted three grounds for summary judgment on the breach of contract claim: (1) accord and satisfaction, (2) res judicata, and (3) quasi-estoppel.

Without specifying the grounds on which it ruled, the trial court granted Saens's motion for summary judgment and denied Roadmasters's. Roadmasters appealed.

Discussion

In its two appellate issues, Roadmasters contends that the trial court erred by granting Saens's summary-judgment motion (and denying Roadmasters's) on Roadmasters's breach of contract claim.¹ Because Roadmasters failed to negate all grounds on which the trial court could have ruled in Saens's favor, we affirm.

¹ Roadmasters concedes that the trial court properly granted summary judgment on its negligence claim.

A. Standard of Review

We review a trial court's summary judgment de novo. *Travelers Ins. Co. v. Joachim*, 315 S.W.3d 860, 862 (Tex. 2010). If a trial court grants summary judgment without specifying the grounds for granting the motion, we must uphold the trial court's judgment if any of the grounds are meritorious. *Beverick v. Koch Power, Inc.*, 186 S.W.3d 145, 148 (Tex. App.—Houston [1st Dist.] 2005, pet. denied).

Importantly here, when the movant urges multiple grounds for summary judgment and the order does not specify on which ground the trial court relied, the appellant must negate *all* grounds on appeal. *McCoy v. Rogers*, 240 S.W.3d 267, 271 (Tex. App.—Houston [1st Dist.] 2007, pet. denied); *Ellis v. Precision Engine Rebuilders, Inc.*, 68 S.W.3d 894, 898 (Tex. App.—Houston [1st Dist.] 2002, no pet.) (citing *State Farm Fire & Cas. Co. v. S.S.*, 858 S.W.2d 374, 381 (Tex. 1993)). “If summary judgment may have been rendered, properly or improperly, on a ground not challenged, the judgment must be affirmed.” *Ellis*, 68 S.W.3d at 898 (citing *Holloway v. Starnes*, 840 S.W.2d 14, 23 (Tex. App.—Dallas 1992, writ denied)).

B. Analysis

Roadmasters failed to address and negate on appeal all possible grounds for summary judgment in Saens's favor. We thus affirm.

In his summary-judgment motion, Saens asserted three grounds for summary judgment on Roadmasters's breach of contract claim: (1) accord and satisfaction,

(2) *res judicata*, and (3) quasi-estoppel. On appeal, Roadmasters challenges summary judgment on the breach of contract claim on the grounds of *res judicata* and quasi-estoppel. But Roadmasters does not argue that accord and satisfaction was an improper ground for summary judgment on its breach of contract claim. In fact, Roadmasters's only mention of accord and satisfaction in its appellate briefing is a concession that summary judgment was proper on Roadmasters's negligence claim, which also had an accord and satisfaction ground.

Summary judgment on Roadmasters's breach of contract claim "may have been rendered, properly or improperly," on the ground of accord and satisfaction. *Ellis*, 68 S.W.3d at 898. Because Roadmasters did not negate all possible grounds raised by Saens's summary-judgment motion, we affirm the summary judgment. *See McCoy*, 240 S.W.3d at 271 (when summary-judgment order does not specify grounds, the appellant must negate all grounds on appeal); *Ellis*, 68 S.W.3d at 898 (same). We do not address the remaining summary-judgment arguments because Roadmasters's failure to challenge this ground requires us to affirm the judgment.

We overrule Roadmasters's two appellate issues.

Conclusion

We affirm the trial court's judgment.

Jennifer Caughey
Justice

Panel consists of Justices Jennings, Massengale, and Caughey.