Opinion issued August 18, 2022

In The

Court of Appeals

For The

First District of Texas

NO. 01-21-00092-CV

SPECIALTY ASSOCIATES OF WEST HOUSTON, PLLC, Appellant

V.

OLA ADAMS, M.D., Appellee

On Appeal from County Civil Court at Law No. 3
Harris County, Texas
Trial Court Case No. 1158722

MEMORANDUM OPINION

Appellant Specialty Associates of West Houston, PLLC (Specialty Associates) sued appellee Ola Adams, M.D. (Dr. Adams) for breach of contract. Dr. Adams filed a motion to dismiss the suit, which the trial court granted. In its judgment, the trial court found that Specialty Associates "lack[ed] standing to bring

this action" and ordered the case "dismissed for lack of standing and therefore lack of jurisdiction."

On appeal, Specialty Associates contends that the trial court erred in dismissing their suit based on lack of standing. Because the record does not support the trial court's determination that Specialty Associates lacked standing to sue Dr. Adams for breach of contract, we reverse the trial court's judgment and remand for further proceedings.

Background

In its original petition, Specialty Associates sued Dr. Adams for breach of contract. It alleged that Dr. Adams had entered into a Physician Employment Agreement with BHS Physicians Network, Inc. (BHS) and that the agreement had later been assigned to Specialty Associates. According to Specialty Associates, Dr. Adams was paid a sign-on bonus and a "relocation payment" under the agreement. It claimed that Dr. Adams breached the agreement by terminating it before the agreement's term expired. Specialty Associates alleged that, under the agreement's terms, Dr. Adams owed Specialty Associates $12,700, representing the "unamortized amount" of the sign-on bonus and relocation fee paid to her.

Dr. Adams, representing herself pro se, generally denied Specialty Associates' claim. She also moved to dismiss the suit pursuant to Texas Rule of Civil Procedure 91a, asserting that Specialty Associates's claim had no basis in law or in

fact. *See* TEX. R. CIV. P. 91a.1 (authorizing defendant to move for dismissal of cause of action that "has no basis in law or fact"). Among her arguments, Dr. Adams asserted that Specialty Associates's "cause of action ha[d] no basis in fact" because it "failed to provide . . . [e]vidence of [a] valid physician employment agreement with BHS."

Specialty Associates filed an amended petition attaching what it represented to be a copy of the Physician Employment Agreement. The agreement reflected that it was signed in November 2016. Under the terms of the agreement, BHS—identified in the agreement as Dr. Adams's "Employer"—agreed to employ Dr. Adams "for the practice of medicine in the care and treatment of patients at 2200 Southwest Freeway, Suite 333, Houston, Texas 77098 or at such other clinic sites in the Area as Employer may designate (collectively 'Practice Sites')." The agreement's term was five years—beginning on the date that Dr. Adams commenced her employment. The agreement provided that Dr. Adams would receive "Additional Payments" to include a one-time sign-on bonus and reimbursement of certain relocation expenses. The Physician Employment Agreement also provided that if Dr. Adams voluntarily terminated the agreement within one year of commencing her employment, she would be required to repay the "Additional Payments" in full. The allegations in the amended petition—that Dr. Adams had terminated the Physician Employment Agreement early and was required to repay the sign-on bonus and relocation

payment—were the same as those in the original petition, including the assertion that the agreement had been assigned to Specialty Associates.

Specialty Associates also responded to Dr. Adams's motion to dismiss. It pointed out that that Dr. Adams's assertion that it had not provided evidence of the Physician Employment Agreement was "not the standard [for dismissal] under Rule 91a." It also pointed out that it had attached a copy of the Physician Employment Agreement to its amended petition. The trial court signed an order denying Dr. Adams's Rule 91a motion to dismiss.

Dr. Adams then filed a motion to transfer venue. As part of the motion, Dr. Adams argued that the case should be dismissed because her signature on the Physician Employment Agreement was not genuine. She also asserted that she never worked for BHS or for Specialty Associates. Rather, she stated that she had worked for "Elite Family and Wellness Center" (Elite Family), located at 1200 Binz Street, Ste. 900, Houston, TX 77004. She claimed that Elite Family had held itself out as a professional association, even though the Texas Secretary of State's Office showed that Elite Family's professional association status had been voluntarily terminated in 2014. Dr. Adams asserted that she terminated her employment with Elite Family because she believed that the physicians' practice was "committing entity name fraud, assumed name fraud, malpractice insurance fraud, medical insurance fraud,

federal tax evasion, Texas sales tax evasion," and "scamming and misleading" its "staff and patients."

Dr. Adams also asserted that Specialty Associates could not sue her for breach of contract because it had not filed an assumed name certificate for Elite Family. Dr. Adams offered documents, including documents from the Texas Secretary of State's Office, in support of her assertions.

The trial court conducted a hearing by Zoom on Dr. Adams's motion to transfer venue. At the hearing, the trial court stated that it considered Dr. Adams's motion not only to be a motion to transfer venue but also a motion to reconsider her Rule 91a motion to dismiss, with the specific dismissal issue being the issue of standing. The court explained that it first needed to determine whether Specialty Associates had standing to sue Dr. Adams for breach of contract because, if Specialty Associates lacked standing, then the trial court did not have subject-matter jurisdiction to consider the motion to transfer venue. The trial court asked Specialty Associates to file a response clarifying the relationship between it, BHS, and Elite Family.

As requested by the trial court, Specialty Associates filed a response. To explain the relationship between the entities involved, Specialty Associates offered the unsworn declaration of Carla Norman, who "previously had interim oversight of physician services for Specialty Associates . . . and related entities." Attached to

Norman's declaration was a "true and correct copy" of the Physician Employment Agreement between Dr. Adams and BHS. In her declaration, Norman testified that "Specialty Associates, along with affiliated entities, entered into a transaction with BHS Physicians Network, Inc. and affiliated entities. As part of that transaction, BHS Physicians Network, Inc. assigned to Specialty Associates the Physician Employment Agreement with Defendant Dr. Adams."

Norman indicated that the Physician Employment Agreement was assigned to Specialty Associates pursuant to an Asset Purchase Agreement and a related Assignment and Assumption Agreement (Assignment Agreement)—both of which were attached to Norman's declaration. Norman testified that "Tenet affiliated entities"—which included BHS Physicians Network—entered into the Asset Purchase Agreement to sell "various assets" to a "Buyer." The Asset Purchase Agreement identified the "Buyer" in the transaction as Cy-Fair Medical Center Hospital (Cy-Fair). The Asset Purchase Agreement itemized the assets being sold in the transaction. The itemized assets included contracts listed in an "Assumed Contracts" schedule. Among the contracts listed in the schedule was the Physician Employment Agreement between BHS and Dr. Adams.

The Assignment Agreement recognized that, under the Asset Purchase Agreement, Cy-Fair had purchased the "Assumed Contracts," which included the Physician Employment Agreement. The Assignment Agreement stated that Cy-Fair

had "assigned certain of its rights and delegated certain of its duties" under the Asset Purchase Agreement "to various Affiliates . . . as provided in Exhibit A." The attached Exhibit A reflected that "the Assumed Contracts that are related primarily to physician practices are hereby assigned to . . . Specialty Associates of West Houston, PLLC." Norman testified this included employment agreements with physicians such as the Physician Employment Agreement with Dr. Adams. The effective date of the assignment was August 1, 2017.

The Asset Purchase Agreement listed Elite Family as a facility—specifically, a physicians' office—included in the asset purchase. Specialty Associates did not dispute Dr. Adams's claim that she had worked at Elite Family. To the contrary, Norman's testimony indicated that Dr. Adams began working for Specialty Associates at Elite Family in September 2017 after the Physician Employment Agreement was assigned to Specialty Associates. Norman acknowledged that an assumed name certificate had not been filed for Elite Family. She testified, "We were not aware at the time [of the asset purchase] that there was not an assumed name certificate on file for that name." In other words, Specialty Associates did not deny that, after the asset purchase, it had operated a physician's practice under the name "Elite Family and Wellness Center" and that Dr. Adams had worked there as a

physician.[1] But it claimed that BHS had not filed an assumed name certificate for the practice, and Specialty Associates did not discover the omission after the physicians' practice was purchased as part of the asset purchase.

A redacted copy of Dr. Adams's employee file was attached to Norman's declaration. The file included the Physician Employment Agreement, which Norman testified "Specialty Associates received as part of the Assignment." She averred that "Dr. Adams received a Sign on Bonus and Relocation payment under the [Physician] Employment Agreement." Payroll records for Dr. Adams were also attached to Norman's declaration. The records reflected that Dr. Adams was paid a $10,000 sign-on bonus and a $2,700 relocation payment in November 2017. Norman stated that Dr. Adams terminated her employment in May 2018, less than one year after commencing work for Specialty Associates. The Physician Employment Agreement provided that if Dr. Adams voluntarily terminated her employment within 12 months of commencing her employment, she was required to repay the sign-on bonus and relocation expenses. Norman averred that Dr. Adams was required to repay the unamortized amount of $12,700 paid to her because of her early termination of the agreement.

[1] Norman testified that, after Dr. Adams quit her job at Elite Family, Specialty Associates changed the name of the practice to Vitality Family Medicine.

Norman testified that the records attached to her declaration were "kept by Specialty Associates in the regular course of business" and "it was in the regular course of business of Specialty Associates for an employee or representative of Specialty Associates, with knowledge of the act, event, condition, opinion, or diagnosis recorded, to make the record . . . ." She further testified that the attached records were "made at or near the time or reasonably soon thereafter" and that the records were "the original or exact duplicates of the originals."

In her reply to Specialty Associates's response, Dr. Adams again asserted that the case should be dismissed because "there was no contractual relationship" between her and Specialty Associates. She claimed that her signature on the Physician Employment Agreement was "forged" and that she had never entered into an agreement with BHS. She asserted that she had only worked at Elite Family Health and Wellness Center and that no other entity had the right to sue on its behalf. She asserted that the Texas Secretary of State's Office showed that Elite Family Health and Wellness Center was "not an assumed name or affiliated with" either BHS or Specialty Associates. Dr. Adams also intimated that suit could not be brought against her because Elite Family had been "operating illegally." Specifically, she claimed that Elite Family's operations were illegal because it was conducting business under an unregistered assumed name. She also claimed that Elite Family was representing itself as a professional association even though the

Secretary of State's Office showed that its status as a professional association had been voluntarily terminated.

The trial court signed a judgment granting Dr. Adams's motion to dismiss. In the judgment, the trial court found that Specialty Associates "lack[ed] standing to bring this action" and ordered the case "dismissed for lack of standing and therefore lack of jurisdiction." Specialty Associates now appeals the trial court's judgment.

Standing

The dispositive issue raised by Specialty Associates is whether the trial court erred in determining that Specialty Associates lacked standing to sue Dr. Adams for breach of contract.

A. Standard of Review

The trial court granted Dr. Adams' Rule 91a motion to dismiss on the ground that it lacked subject-matter jurisdiction because Specialty Associates did not have standing to sue Dr. Adams for breach of contract. To the extent that the Rule 91a motion challenged the trial court's subject-matter jurisdiction, the motion effectively constituted a plea to the jurisdiction, and we review the trial court's judgment using the standard of review for a plea to the jurisdiction. *See Lexington v. Treece*, No. 01-17-00228-CV, 2021 WL 2931354, at *15 (Tex. App.—Houston [1st Dist.] July 13, 2021, pet. filed) (mem. op.) (citing *Dall. Cty. Republican Party v. Dall. Cty. Democratic Party*, No. 05-18-00916-CV, 2019 WL 4010776, at *3 (Tex. App.—

Dallas Aug. 26, 2019, pet. denied) (mem. op.)); *see also City of Magnolia 4A Econ. Dev. Corp. v. Smedley*, 533 S.W.3d 297, 299 (Tex. 2017) ("This Court considers 'plea to the jurisdiction' not to refer to a 'particular procedural vehicle,' but rather to the substance of the issue raised."); *City of Austin v. Liberty Mut. Ins.*, 431 S.W.3d 817, 822 n.1 (Tex. App.—Austin 2014, no pet.) (stating that "Rule 91a motion . . . used to challenge the trial court's subject-matter jurisdiction . . . effectively constitute[d] a plea to the jurisdiction").

We review the trial court's grant of a plea to the jurisdiction de novo. *Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004). A plea to the jurisdiction challenges a trial court's power to exercise subject matter jurisdiction over a claim and "may challenge the pleadings, the existence of jurisdictional facts, or both." *Alamo Heights Indep. Sch. Dist. v. Clark*, 544 S.W.3d 755, 770–71 (Tex. 2018). If, as here, the plea challenges the existence of jurisdictional facts, the standard of review is like that of a traditional summary judgment. *Mission Consol. Indep. Sch. Dist. v. Garcia*, 372 S.W.3d 629, 635 (Tex. 2012); *see Lujan v. Navistar, Inc.*, 555 S.W.3d 79, 84 (Tex. 2018) ("A traditional motion for summary judgment requires the moving party to show that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law.").

"[A] court deciding a plea to the jurisdiction is not required to look solely to the pleadings but may consider evidence and must do so when necessary to resolve

the jurisdictional issues raised." *Bland Indep. Sch. Dist. v. Blue*, 34 S.W.3d 547, 555 (Tex. 2000). A court may consider evidence as necessary to resolve a dispute over the jurisdictional facts even if the evidence "implicates both the subject matter jurisdiction of the court and the merits of the case." *Miranda*, 133 S.W.3d at 226. We take as true all evidence favorable to the nonmovant, and we indulge every reasonable inference and resolve any doubts in the nonmovant's favor. *Id.* at 228.

If the defendant meets its burden to establish that the trial court lacks jurisdiction as a matter of law, the plaintiff is then required to show that there is a material fact question regarding the jurisdictional issue. *See id.* If the evidence raises a fact issue regarding jurisdiction, the plea cannot be granted, and a fact finder must resolve the issue. *Id.* at 227–28. On the other hand, if the relevant evidence is undisputed or fails to raise a fact issue, the plea must be determined as a matter of law. *Id.* at 228.

B. Legal Principles of Standing

We review standing under the same standard by which we review subject-matter jurisdiction generally. *Tex. Ass'n of Bus. v. Tex. Air Control Bd.*, 852 S.W.2d 440, 446 (Tex. 1993). "Standing is a constitutional prerequisite to suit," and "[a] court has no jurisdiction over a claim made by a plaintiff who lacks standing to assert it." *Heckman v. Williamson Cnty.*, 369 S.W.3d 137, 150 (Tex. 2012). Because standing is a component of subject-matter jurisdiction, its existence is a legal

question that we review de novo. *See Farmers Tex. Cnty. Mut. Ins. Co. v. Beasley*, 598 S.W.3d 237, 240 (Tex. 2020).

The standing doctrine requires (1) a real controversy between the parties that (2) will actually be determined by the judicial declaration sought. *See Austin Nursing Ctr., Inc. v. Lovato*, 171 S.W.3d 845, 849 (Tex. 2005); *Brown v. Todd*, 53 S.W.3d 297, 305 (Tex. 2001). "The issue of standing focuses on whether a party has a sufficient relationship with the lawsuit so as to have a 'justiciable interest' in its outcome." *See Lovato*, 171 S.W.3d at 848. A plaintiff has standing when it is personally aggrieved, regardless of whether it is acting with legal authority. *Nootsie, Ltd. v. Williamson Cnty. Appraisal Dist.*, 925 S.W.2d 659, 661 (Tex. 1996).

C. Analysis

Dr. Adams asserted that Specialty Associates could not sue her for breach of contract because she did not have a contractual relationship with Specialty Associates. "A plaintiff establishes standing to maintain a breach-of-contract action by demonstrating that it has an enforceable interest as a party to the contract, as an assignee of a party, or as a third party beneficiary." *Republic Petroleum, L.L.C. v. Dynamic Offshore Res. NS, LLC*, 474 S.W.3d 424, 430 (Tex. App.—Houston [1st Dist.] 2015, pet. denied). Specialty Associates alleged in its first amended petition that Dr. Adams was paid a sign-on bonus and relocation fee under the terms of the Physician Employment Agreement. It alleged that Dr. Adams breached the

agreement by terminating it early, triggering the requirement that she repay the sign-on bonus and relocation fee. It claimed that Dr. Adams refused to repay the funds. Specialty Associates alleged that it had standing to sue Dr. Adams for breach of the Physician Employment Agreement because the agreement had been assigned to it. *See Foster v. Nat'l Collegiate Student Loan Tr. 2007-4*, No. 01-17-00253-CV, 2018 WL 1095760, at *8 (Tex. App.—Houston [1st Dist.] Mar. 1, 2018, no pet.) (mem. op.) (holding that, because evidence was sufficient to show that loan agreement between bank and defendant was assigned to plaintiff, plaintiff had standing to assert breach-of-contract claim against defendant); *see also Bosch v. Frost Nat'l Bank*, No. 01-14-00191-CV, 2015 WL 4463666, at *3 (Tex. App.—Houston [1st Dist.] July 21, 2015, no pet.) (mem. op.) ("It is well-settled that the assignee steps into the shoes of the assignor and may assert the same rights as the assignor.").

In the trial court, Dr. Adams claimed that she never signed the Physician Employment Agreement with BHS and asserted that her signature was forged. However, whether the Physician Employment Agreement was a valid contract pertains to whether Specialty Associates can prevail on the merits of its breach-of-contract claim and does not pertain to the issue of standing. A plaintiff does not lack standing "in its proper, jurisdictional sense simply because [it] cannot prevail on the merits of [its] claim[.]" *Pike v. Tex. EMC Mgmt., LLC*, 610 S.W.3d 763, 777 (Tex. 2020) (internal quotation marks omitted). And, in any event, Dr. Adams offered no

evidence to support her assertion that she did not sign the Physician Employment Agreement. In contrast, Specialty Associates offered a "true and correct copy" of the Physician Employment Agreement as an attachment to Norman's declaration.[2] The agreement reflected that it was entered into between Dr. Adams and BHS and bore the signatures of BHS's president and "Ola Adams, M.D."

Specialty Associates also offered evidence showing that it was assigned the Physician Employment Agreement. Specifically, Norman testified that, as part of a transaction between Specialty Associates and its affiliated entities and BHS and its affiliates, the Physician Employment Agreement was assigned to Specialty Associates. The Asset Purchase Agreement—attached to Norman's declaration—itemized the assets being sold in the transaction. The itemized assets included contracts listed in an "Assumed Contracts" schedule. Among the contracts listed in the schedule to be assumed by Cy-Fair was the Physician Employment Agreement between BHS and Dr. Adams. The Assignment Agreement stated that Cy-Fair had

---

[2] In her brief, Dr. Adams objects to Norman's declaration on the basis that the jurat did "not contain a date by the signature of the declarant [Norman]," as required by Civil Practice and Remedies Code section 132.001. *See* TEX. CIV. PRAC. & REM. CODE § 132.001(c). As Specialty Associates points out, Dr. Adams did not make this objection in the trial court. Thus, her complaint about Norman's declaration was waived. *See ACI Design Build Contractors Inc. v. Loadholt*, 605 S.W.3d 515, 518 (Tex. App.—Austin 2020, pet. denied) (holding objection that unsworn declaration's jurat did not comply with section 132.001's requirements was waived because objection was not raised in trial court); *see also Mansions in the Forest, L.P. v. Montgomery Cnty.*, 365 S.W.3d 314, 317 (Tex. 2012) (holding failure to object to absence of affidavit's jurat waives complaint on appeal).

"assigned certain of its rights and delegated certain of its duties" acquired under the Asset Purchase Agreement "to various Affiliates . . . as provided in Exhibit A," which reflected that "the Assumed Contracts that are related primarily to physician practices are hereby assigned to . . . Specialty Associates of West Houston, PLLC." Norman testified that the assignment included the Physician Employment Agreement with Dr. Adams. The effective date of the assignment was August 1, 2017.

Norman also testified that, after the Asset Purchase Agreement and the Assignment Agreement were signed, Dr. Adams commenced work with Specialty Associates. Specifically, Dr. Adams's employee file, which was offered as part of Specialty Associates business records, showed that Dr. Adams commenced work in September 2017, after the effective date of the assignment. Norman further testified that Dr. Adams received the sign-on bonus and relocation payment pursuant to the terms of the Physician Employment Agreement. Attached to Norman's declaration were payroll records, also part of Specialty Associates' business records, showing that Dr. Adams was paid the sign-on bonus and relocation fee in November 2017.

In her dismissal motion, Dr. Adams further asserted that Specialty Associates did not have standing to sue her because she was employed by Elite Family Health and Wellness Center, not BHS or Specialty Associates. She offered evidence showing that she had worked at Elite Family. She also offered evidence—

specifically, documents from the Texas Secretary of State's Office—indicating that Elite Family was "not an assumed name or affiliated with" either BHS or Specialty Associates. For these reasons, she asserted that Specialty Associates did not have authority to sue on behalf of Elite Family.

Specialty Associates's offered responsive evidence showing that Elite Family was not Dr. Adams's employer, rather it was the practice where she worked pursuant to the Physician Employment Agreement. The agreement identified BHS as her "Employer." It provided that Dr. Adams would work at a practice located "at 2200 Southwest Freeway, Suite 333, Houston, Texas 77098 *or at such other clinic sites in the Area as Employer may designate (collectively 'Practice Sites')*." (Emphasis added.) As discussed, the evidence showed that, after it was executed, the Physician Employment Agreement was assigned to Specialty Associates as part of the asset-purchase transaction between entities affiliated with BHS and entities affiliated with Specialty Associates. Elite Family was a facility—specifically, a physicians' office—listed as an asset in the Asset Purchase Agreement and was purchased as part of the asset-purchase transaction. Dr. Adams began working for Specialty Associates at Elite Family after the Physician Employment Agreement was assigned to Specialty Associates and after the practice was purchased pursuant to the Asset Purchase Agreement.

Dr. Adams further asserted that Specialty Associates should not be permitted to file suit against her because it had not filed an assumed name certificate for Elite Family. *See* TEX. BUS. & COM. CODE § 71.101(1) (providing that entities, including limited liability companies, regularly rendering professional services in Texas must file assumed name certificate). Specialty Associates acknowledged that an assumed name certificate was not filed for Elite Family. Norman testified that, when Elite Family was purchased as part of the asset transfer, Specialty Associates was not aware that an assumed name certificate was not on file.

As support for her assertion that it was proper to dismiss the suit for non-compliance with the assumed-name filing requirements, Dr. Adams cites Business and Commerce Code section 71.201(a), which provides,

> A person's failure to comply with this [Assumed Business or Professional Name] chapter does not impair the validity of any contract . . . or prevent the person . . . proceeding in any court of this state, but the person may not maintain in a court of this state an action or proceeding arising out of a contract or act in which an assumed name was used until an original, new, or renewed certificate has been filed as required by this chapter.

Id. § 71.201(a). Specialty Associates asserts that section 71.201(a) does not apply to the Physician Employment Agreement because Elite Family was not a party to the agreement. However, regardless of whether section 71.201 applies here, "non-compliance with the assumed name certificate requirements raises an issue of

capacity, not standing."[3] *Ad-Wear & Specialty of Tex., Inc. v. Honeycomb Farms, LLC*, No. 01-18-00997-CV, 2020 WL 1680051, at *4 (Tex. App.—Houston [1st Dist.] Apr. 7, 2020, no pet.) (mem. op.); *see Eckman v. Northgate Terrace Apts., LLC*, No. 03-18-00254-CV, 2018 WL 3150845, at *2 (Tex. App.—Austin June 28, 2018, pet. denied) (mem. op.) ("While the Assumed Business or Professional Name Act prohibits the maintaining of a lawsuit until an assumed-name certificate has been filed or renewed, *see* [TEX. BUS. & COM. CODE § 71.201], a plaintiff's failure to have a valid certificate on file is not a jurisdictional issue but, rather, a capacity issue that is properly raised in a plea in abatement so that the cause may be suspended while the defect is corrected."). Thus, non-compliance with the assumed-name requirements does not provide a basis to support the trial court's dismissal of Specialty Associates's breach-of-contract claim for lack of standing.

Dr. Adams also suggested that Specialty Associates could not sue her for breach of contract because Elite Family held itself out as a professional association when its status as a professional association had been voluntarily terminated. Regardless of the legal propriety of such an assertion, the evidence relied on by Dr.

---

[3] Standing involves whether a party has a sufficient relationship with the lawsuit to have a "justiciable interest" in its outcome; capacity is "a procedural issue dealing with the personal qualifications of a party to litigate." *Austin Nursing Ctr., Inc. v. Lovato*, 171 S.W.3d 845, 848 (Tex. 2005).

Adams did not show that Elite Family had held itself out as a professional association.

Taking as true all evidence favorable to Specialty Associates and indulging every reasonable inference doubts in its favor, we conclude that Dr. Adams failed to meet her initial burden to show, as a matter of law, that Specialty Associates lacked standing and thus deprived the trial court of subject-matter jurisdiction. *See Miranda*, 133 S.W.3d at 228. And, even if we assume that Dr. Adams met her burden, Specialty Associates offered evidence showing there is a material fact question regarding the jurisdictional issue. *See id.* We hold that the trial court erred by granting Dr. Adams's motion to dismiss, which operated as a plea to the jurisdiction.

We sustain Specialty Associates's primary issue asserting that the trial court erred by dismissing its breach-of-contract claim based on its determination that Specialty Associates lacked standing.[4]

[4] We need not reach other issues and arguments raised by Specialty Associates in support of its request to reverse the trial court's judgment. *See* TEX. R. APP. P. 47.1.

Conclusion

We reverse the trial court's judgment dismissing Specialty Associates's breach-of-contract claim for lack jurisdiction and remand the case to the trial court for further proceedings.[5]

Richard Hightower
Justice

Panel consists of Chief Justice Radack and Justices Goodman and Hightower.

[5] Our decision today should not be construed as a comment on whether Specialty Associates should, or should not, prevail on the merits of its breach-of-contract claim against Dr. Adams.