

# Court Advisory

Fourth Court of Appeals  
Cadena-Reeves Justice Center  
300 Dolorosa, Suite 3200  
San Antonio, Texas 78205-3037



Contact: Keith Hottle, Clerk of the Court  
Phone: (210) 335-2510

FOR IMMEDIATE RELEASE  
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## Fourth Court of Appeals to Hear Oral Argument

The Fourth Court of Appeals will hear oral arguments in one appeal on Tuesday, January 11, 2011, beginning at 9:00 a.m., before the following panel of justices: Justice Sandee Bryan Marion, Justice Rebecca Simmons, and Justice Marialyn Barnard:

The following case will be presented:

*Ida Lou Buchanan, Individually and as Representative of the Estate of Wilbur Buchanan, Deceased v. Kristy Dawn Anders, Dr. Joseph Pruneda, Dr. William O'Donnell, Dr. Robert R. Murray Jr., Hill Country Memorial Hospital, and Hill Country Imaging Associates, P.A.* - Appellant, Ida Lou Buchanan, Individually and as Representative of the Estate of Wilbur Buchanan, Deceased, appeals from the trial court's order dismissing her health care liability claims against appellees, Dr. William O'Donnell, Dr. Robert R. Murray, Jr., and Hill Country Imaging Associates, P.A., and awarding appellees attorneys' fees. This appeal raises issues concerning construction and standing in health care liability claims.

The Fourth Court of Appeals will hear oral argument in one appeal on Thursday, January 13, 2011, beginning at 9:00 a.m., before the following panel of justices: Chief Justice Catherine Stone, Justice Sandee Bryan Marion, and Justice Steven C. Hilbig.

The following case will be presented:

*Southland Lloyds Insurance Company v. David Onofre Cantu and Guadalupe Cantu* - This is an appeal from a jury verdict in favor of appellees. Appellees sued appellant on their homeowner's policy for damage to their home due to a hail storm. On appeal, appellant (1) challenges the admissibility of appellees' expert opinion, (2) challenges the legal and factual sufficiency of the evidence in support of the jury's finding on appellees' statutory bad faith claim, (3) asserts appellees failed to segregate "covered losses" under the policy, thus barring their recovery on their breach of contract claim, (4) asserts the trial court erred by denying its motion to compel appraisal and by excluding evidence of appellees' alleged refusal to

