

Texas Supreme Court Holds That A Limitation-Of-Liability Clause Eliminated A Punitive Damage Claim Where A Fraud Plaintiff Enforced The Contract But Refused To Address If The Holding Would Similarly Apply To A Breach-of-Fiduciary-Duty Claim

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In *Bombardier Aero. Corp. v. Spop Aircraft Holdings*, a plaintiff who had purchased an aircraft sued the defendant for fraud associated with representations regarding whether the aircraft was new or used. No. 17-0578, 2019 Tex. LEXIS 101 (Tex. February 1, 2019). The purchase agreement stated: "Flexjet will not be liable to either customer for any....."

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