

COURT OF APPEALS FOR THE FIRST DISTRICT OF TEXAS

Camden Design Group, Inc. v. Dialyspa Management Services, Inc.;
Fernando Flores-New; Jeffery Kalina and Ali Kalina

Camden Design Group · No. 01-23-00785-CV · Decided February 26, 2026

SUMMARY

The First Court of Appeals of Texas affirmed summary judgment dismissing Camden Design Group’s breach-of-settlement-agreement and attorney’s-fees claims. The court held that Camden failed to establish damages because it received all settlement payments, including the disputed fourth payment, and that Camden did not satisfy the statutory presentment requirement for attorney’s fees. The court did not reach the motion-for-new-trial issue.

CASE DETAILS

COURT	Court of Appeals for the First District of Texas
WRITING FOR THE COURT	Susanna Dokupil; Justice Guerra; Justice Caughey; Justice Dokupil
JURISDICTION	Court of Appeals for the First District of Texas
DECIDED	February 26, 2026
DOCKET	01-23-00785-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Camden appealed from a summary judgment dismissing its breach-of-settlement-agreement and attorney's-fees claims and from the denial of its motion for new trial.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. The appellate court takes as true evidence favorable to the nonmovant, indulges every reasonable inference in the nonmovant's favor, and resolves doubts in the nonmovant's favor. Under Texas Rule of Civil Procedure 166a(c), the traditional-summary-judgment movant must establish entitlement to judgment as a matter of law and the absence of a genuine issue of material fact.
PRECEDENTIAL VALUE	Published memorandum opinion
PARTIES	Camden Design Group, Inc. v. Dialyspa Management Services, Inc., Fernando Flores-New, Jeffery Kalina, Ali Kalina

TOPICS

breach of contract

summary judgment

attorney fees

civil procedure

appellate procedure

PRACTICE AREAS

Contracts

Civil procedure

Appellate procedure

Attorney's fees

Commercial litigation

QUESTIONS PRESENTED

1. Whether summary judgment was proper on Camden's breach-of-contract claim when Camden received all three initial payments and later received the disputed fourth payment.
2. Whether Camden established entitlement to attorney's fees under Texas Civil Practice and Remedies Code sections 38.001 and 38.002.
3. Whether the trial court abused its discretion by denying Camden's motion for new trial.

HOLDINGS

1. Camden did not establish that it suffered pecuniary damages from the alleged breach because the evidence conclusively showed that it received the first three payments and the disputed fourth payment of \$7,500.
2. Camden could not recover attorney's fees because it failed to establish proper presentment of its claim and failure to tender performance within the statutory period.
3. The court did not reach the motion-for-new-trial issue because it had already concluded that the trial court properly granted summary judgment for Dialyspa.

KEY QUOTATIONS

"We hold that Camden has not established that it suffered damages because of the alleged contractual breach, an essential element of its claim." (5)

"The June 2022 email is not evidence that Camden properly presented its claim to Dialyspa in accordance with section 38.002." (9)

"We affirm the judgment of the trial court." (10)

FACTUAL BACKGROUND

Camden and Dialyspa settled pending litigation under an agreement requiring three installment payments and contemplating a fourth payment that would be waived if the first three were made timely and fully without exception or excuse. Dialyspa delivered a check for the third payment, which Camden cashed and which cleared, although the parties disputed whether the check constituted payment in "good funds." After Dialyspa did not make the fourth payment in June 2022, Camden demanded payment and later asserted breach-of-contract and attorney's-fees claims. Dialyspa paid the \$7,500 fourth payment after Camden's February 2023 formal presentment of claims.

PROCEDURAL HISTORY

Camden and Dialyspa entered into a settlement agreement requiring installment payments. After Dialyspa did not initially make the fourth payment, Camden amended its petition to assert breach of contract and attorney's-fees claims. Both parties moved for summary judgment; the trial court granted Dialyspa's motion and dismissed Camden's claims. The First Court of Appeals affirmed and did not reach the motion-for-new-trial issue because it upheld the summary judgment.

DISPOSITION

affirmed

CASES CITED

- Lujan v. Navistar, Inc., 555 S.W.3d 79, 84 (Tex. 2018)
- Provident Life and Acc. Ins. Co. v. Knott, 128 S.W.3d 211, 215 (Tex. 2003)
- Ford Motor Co. v. Ridgway, 135 S.W.3d 598, 600 (Tex. 2004)
- Sci. Spectrum, Inc. v. Martinez, 941 S.W.2d 910, 911 (Tex. 1997)
- Dow Chem. Co. v. Francis, 46 S.W.3d 237, 242 (Tex. 2001) (per curiam)
- USAA Tex. Lloyds Co. v. Menchaca, 545 S.W.3d 479, 501 n.21 (Tex. 2018)
- Peterson Grp., Inc. v. PLTQ Lotus Grp., L.P., 417 S.W.3d 46, 64 (Tex. App.—Houston [1st Dist.] 2013, pet. denied)
- AKIB Construction Inc. v. Shipwash, 582 S.W.3d 791, 808 (Tex. App.—Houston [1st Dist.] 2019, no pet.)
- Sacks v. Hall, 481 S.W.3d 238, 250 (Tex. App.—Houston [1st Dist.] 2015, pet. denied)
- Svoboda v. Thai, No. 01-17-00584-CV, 2019 WL 1442434, at *6 (Tex. App.—Houston [1st Dist.] Apr. 2, 2019, no pet.) (mem. op.)
- Stewart Beach Condo. Homeowners Ass'n, Inc. v. Gili N Prop Invs., LLC, 481 S.W.3d 336, 342 n.3 (Tex. App.—Houston [1st Dist.] 2015, no pet.)