TEXAS COURT OF APPEALS, THIRD DISTRICT, AT AUSTIN

Shawn Elizabeth Ann Bashelor v. Discover Bank

No. 03-24-00349-CV · No. 03-24-00349-CV · Decided May 21, 2026

SUMMARY

The Texas Court of Appeals, Third District, affirmed a final summary judgment in favor of Discover Bank on its breach-of-contract claim for an unpaid credit-card balance. The court held that Discover conclusively established the existence of the agreement, its performance, Bashelor’s breach, and damages, while Bashelor failed to preserve or substantiate her appellate complaints.

CASE DETAILS

COURT	Texas Court of Appeals, Third District, at Austin
WRITING FOR THE COURT	Darlene Byrne, Chief Justice; Justice Kelly; Justice Ellis
JURISDICTION	Texas Court of Appeals, Third District, Austin
DECIDED	May 21, 2026
DOCKET	03-24-00349-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Bashelor appealed a final traditional summary judgment awarding Discover Bank $10,880.96, post-judgment interest, and costs on Discover's breach-of-contract claim arising from unpaid credit-card debt.
STANDARD OF REVIEW	Summary-judgment rulings are reviewed de novo, viewing the evidence in the light most favorable to the nonmovant. When a party bearing the burden of proof seeks traditional summary judgment, it must conclusively establish entitlement to judgment as a matter of law, regardless of whether the nonmovant filed a response. If the trial court does not specify its grounds, the appellate court affirms if any ground asserted in the motion is meritorious.
PRECEDENTIAL VALUE	Published memorandum opinion
PARTIES	Shawn Elizabeth Ann Bashelor v. Discover Bank

TOPICS

summary judgment · breach of contract · preservation of error · appellate procedure · evidence

PRACTICE AREAS

civil procedure | contracts | commercial litigation | appellate procedure | evidence

QUESTIONS PRESENTED

1. Whether Bashelor's appellate brief adequately presented a challenge to the trial court's judgment.
2. Whether Discover's summary-judgment evidence conclusively established all elements of its breach-of-contract claim arising from Bashelor's unpaid credit-card account.
3. Whether Bashelor preserved her complaints concerning hearsay or defects in Discover's affidavit and summary-judgment evidence.
4. Whether Bashelor could raise on appeal complaints, defenses, requests for relief, or evidence that she had not presented to the trial court.

HOLDINGS

1. Although Bashelor's nineteen purported issues did not allege trial-court error and were inadequately briefed, the court construed the brief as presenting one issue: whether Discover's summary-judgment evidence was legally sufficient to establish its breach-of-contract claim.
2. A plaintiff seeking summary judgment on a credit-card debt is entitled to judgment when it conclusively establishes the existence of a valid contract, its performance or tendered performance, the defendant's breach, and damages resulting from the breach. Discover conclusively established each element here.
3. A complaint that an affidavit contains hearsay or another defect in form is not preserved for appellate review unless the defect is specifically identified by a timely written objection in the trial court.
4. A nonmovant who files no summary-judgment response may not rely on claims, defenses, objections, requests for relief, or evidence raised for the first time on appeal to challenge the judgment.

KEY QUOTATIONS

> *"Nevertheless, when a plaintiff moves for summary judgment on its own claim, as Discover did here, it must conclusively establish each element of that claim."* (4)

> *"Summary judgment is proper in a breach-of-contract suit seeking recovery on a credit-card-account debt when the plaintiff establishes: (1) the existence of a valid contract; (2) performance or tendered performance by the plaintiff; (3) breach of the contract by the defendant; and (4) damages sustained by the plaintiff as a result of the breach."* (5)

> *"Because Discover's uncontroverted evidence conclusively established its entitlement to summary judgment as a matter of law on its breach-of-contract claim, the trial court did not err by granting the summary judgment."* (8)

FACTUAL BACKGROUND

Discover issued Bashelor a credit card in 2020, and Bashelor used the account to incur charges. Discover's account records and last periodic statement showed an unpaid balance of $10,880.96, including interest and late fees, and a business-records affidavit stated that the account was in default. The Cardmember Agreement provided that use of the card constituted acceptance, required payment of amounts due, and permitted acceleration of the balance upon default. Bashelor did not file a summary-judgment response and offered only unsworn statements at the hearing concerning an alleged money-order payment, the absence of a signed application, and objections to Discover's evidence.

PROCEDURAL HISTORY

Discover sued Bashelor in Williamson County County Court for breach of contract based on delinquent credit-card payments. Discover moved for traditional summary judgment under Texas Rule of Civil Procedure 166a(c), and Bashelor filed no written response. After a hearing, the trial court granted final summary judgment for Discover. Bashelor filed no post-judgment motion and appealed.

DISPOSITION

affirmed

CASES CITED

- Canton-Carter v. Baylor Coll. of Med., 271 S.W.3d 928, 931 (Tex. App.—Houston [14th Dist.] 2008, no pet.)
- Litsinger v. Litsinger, No. 03-25-00106-CV, 2025 WL 3533270, at *1 (Tex. App.—Austin Dec. 10, 2025, no pet.) (mem. op.)
- MMP, Ltd. v. Jones, 710 S.W.2d 59, 60 (Tex. 1986)
- Hinojosa Auto Body & Paint, Inc. v. FinishMaster, Inc., No. 03-08-00361-CV, 2008 WL 5210871, at *7 (Tex. App.—Austin Dec. 12, 2008, no pet.) (mem. op.)
- Zive v. Sandberg, 644 S.W.3d 169, 173 (Tex. 2022)
- B.C. v. Steak N Shake Operations, Inc., 598 S.W.3d 256, 258-59 (Tex. 2020)
- City of Keller v. Wilson, 168 S.W.3d 802, 816 (Tex. 2005)
- Merriman v. XTO Energy, Inc., 407 S.W.3d 244, 248 (Tex. 2013)
- Taylor v. Discover Bank, No. 03-17-00677-CV, 2018 WL 4016611, at *3-*4 (Tex. App.—Austin Aug. 23, 2018, no pet.) (mem. op.)
- Winchek v. American Express Travel Related Servs. Co., 232 S.W.3d 197, 202, 206 (Tex. App.—Houston [1st Dist.] 2007, no pet.)
- Houston v. Clear Creek Basin Auth., 589 S.W.2d 671, 678 (Tex. 1979)
- McConnell v. Southside Indep. Sch. Dist., 858 S.W.2d 337, 343 (Tex. 1993)
- Mosaic Baybrook One, L.P. v. Simien, 674 S.W.3d 234, 252 (Tex. 2023)
- Barrientos v. Barrientos, 675 S.W.3d 399, 413-14 (Tex. App.—Eastland 2023, pet. denied)
- Geister v. Discover Bank, No. 03-15-00471-CV, 2016 WL 1756489, at *3 (Tex. App.—Austin Apr. 27, 2016, no pet.) (mem. op.)
- Blackstock Fed. Constructors, LLC v. Ultimate Grp., LLP, No. 06-17-00096-CV, 2018 WL 891249, at *3 n.4 (Tex. App.—Texarkana Feb. 15, 2018, no pet.) (mem. op.)

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