UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION

Angela Brown Cantu v. Truist Bank and TransUnion, LLC

Civil Action No. 3:25-CV-1505-D (N.D. Tex. Feb. 27, 2026) · No. 3:25-CV-1505-D · Decided February 27, 2026

SUMMARY

The court grants Truist Bank’s timely motion under Federal Rule of Civil Procedure 15 to amend its answer to assert an additional affirmative defense and counterclaims for breach of contract and unjust enrichment. The court holds that the compulsory nature of the counterclaim does not bar amendment and finds no undue delay, prejudice, bad faith, futility, or repeated failure to cure deficiencies.

CASE DETAILS

COURT	United States District Court for the Northern District of Texas, Dallas Division
WRITING FOR THE COURT	Sidney A. Fitzwater, Senior District Judge
JURISDICTION	United States District Court for the Northern District of Texas, Dallas Division
DECIDED	February 27, 2026
DOCKET	3:25-CV-1505-D
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Truist Bank moved under Federal Rule of Civil Procedure 15 for leave to file an amended answer asserting an additional affirmative defense, a compulsory counterclaim, and related requests for relief. The plaintiff opposed the motion, arguing that the counterclaim was compulsory and therefore had to be included in the original answer.
STANDARD OF REVIEW	Leave to amend under Federal Rule of Civil Procedure 15(a)(2) is committed to the district court's discretion. Courts consider undue delay, bad faith or dilatory motive, repeated failure to cure deficiencies, undue prejudice, and futility. A motion filed by the court-ordered amendment deadline is presumptively timely.
PRECEDENTIAL VALUE	Unknown

TOPICS

motion to amend · civil procedure · affirmative defenses · credit reporting · consumer protection

PRACTICE AREAS

civil procedure · consumer protection · credit reporting

QUESTIONS PRESENTED

1. Whether a compulsory counterclaim must have been included in the original answer or may be asserted for the first time in an amended answer under Federal Rules of Civil Procedure 13 and 15.
2. Whether Truist's timely motion for leave to amend satisfied the liberal standard of Federal Rule of Civil Procedure 15(a)(2), including the absence of undue delay, bad faith, prejudice, repeated failure to cure, or futility.

HOLDINGS

1. A compulsory counterclaim may be raised in a timely amended answer and need not have been included in the original answer; Rule 15 governs the amendment even when the proposed counterclaim is compulsory under Rule 13.
2. Leave to amend should be granted where the motion is timely, the amendment is Truist's first, discovery is limited, trial is more than a year away, and the opposing party identifies no undue delay, bad faith, dilatory motive, repeated failure to cure, undue prejudice, or futility.

KEY QUOTATIONS

> *"The determination that a counterclaim is compulsory does not prevent it from being raised in an amended answer."* (3)

> *"Applying the lenient Rule 15(a) standard, the court concludes in its discretion that Truist's motion for leave to file an amended answer and counterclaim should be granted."* (7)

FACTUAL BACKGROUND

Cantu alleged that Truist and TransUnion violated the Fair Credit Reporting Act by failing to reasonably investigate an allegedly fraudulent account opened in her name. Truist's original answer denied that the account was fraudulent and denied that Truist failed to conduct a reasonable investigation. Before the scheduling-order deadline, Truist moved to amend its answer to add an affirmative defense, counterclaims for breach of contract and unjust enrichment, and related relief. At the time of the motion, discovery was limited, no depositions had been taken, no experts had been designated, and trial was more than a year away.

PROCEDURAL HISTORY

Cantu sued Truist Bank and TransUnion under the Fair Credit Reporting Act. Truist filed an answer with affirmative defenses and later moved by the scheduling-order deadline for leave to amend its answer to add an affirmative defense, counterclaims for breach of contract and unjust enrichment, and requests for damages, declaratory relief, and attorney's fees. The district court granted leave to amend and deemed the prematurely docketed amended answer properly filed.

DISPOSITION

other

CASES CITED

- Park Club, Inc. v. Resol. Tr. Corp., 967 F.2d 1053, 1058 (5th Cir. 1992)
- Plant v. Blazer Fin. Servs., Inc. of Ga., 598 F.2d 1357, 1360-61 (5th Cir. 1979)
- Sw. Realty, Ltd. v. Daseke, 1992 WL 373166, at *4 (N.D. Tex. May 21, 1992)
- Revere Copper & Brass, Inc. v. Aetna Cas. & Sur. Co., 426 F.2d 709, 714-15 (5th Cir. 1970)
- S. Constr. Co. v. Pickard, 371 U.S. 57, 60 (1962)
- Spartan Grain & Mill Co. v. Ayers, 517 F.2d 214, 220 (5th Cir. 1975)
- Baxter v. Hastings, 2022 WL 16701939, at *3-*4 (N.D. Tex. Nov. 3, 2022)
- Maiden Biosciences Inc. v. MPM Med., Inc., 2019 WL 935478, at *4-*5 (N.D. Tex. Feb. 26, 2019)
- Am. Prop. Ins. Co. v. NNF, Inc., 2023 WL 11857620, at *2 (N.D. Tex. Feb. 16, 2023)
- Zenith Radio Corp. v. Hazeltine Rsch., Inc., 401 U.S. 321, 330 (1971)
- Wimm v. Jack Eckerd Corp., 3 F.3d 137, 139 (5th Cir. 1993)
- Addington v. Farmer’s Elevator Mut. Ins. Co., 650 F.2d 663, 666 (5th Cir. Unit A July 1981)
- Hall v. Nat’l Gypsum Co., 105 F.3d 225, 230 (5th Cir. 1997)
- Carmack v. Park Cities Healthcare, LLC, 2017 WL 6025264, at *2 (N.D. Tex. Dec. 5, 2017)
- Poly-Am., Inc. v. Serrot Int’l, Inc., 2002 WL 206454, at *1 (N.D. Tex. Feb. 7, 2002)
- Mktg. Investors Corp. v. New Millennium Bank, 2012 WL 1563937, at *2 (N.D. Tex. May 3, 2012)