

COURT OF APPEALS FOR THE THIRTEENTH DISTRICT OF TEXAS,
CORPUS CHRISTI–EDINBURG

Dana Holcomb v. American Airlines Company, American Airlines
Captain, NU, American Airlines Flight Attendant, NU, and Curtis
Blessing

No. 13-25-00223-CV · No. No. 13-25-00223-CV · Decided June 4, 2026

SUMMARY

The Texas Thirteenth Court of Appeals affirmed the trial court’s summary judgment dismissing Dana Holcomb’s claims against American Airlines and related appellees. The court held that Holcomb failed to produce evidence supporting the elements of his intentional-infliction-of-emotional-distress and breach-of-contract claims, and it did not reach the merits of his Arizona statutory negligence-per-se theory.

CASE DETAILS

COURT	Court of Appeals for the Thirteenth District of Texas, Corpus Christi–Edinburg
WRITING FOR THE COURT	Jaime Tijerina, Chief Justice; Chief Justice Tijerina; Justice Peña; Justice West
JURISDICTION	Texas Court of Appeals, Thirteenth District, Corpus Christi–Edinburg
DECIDED	June 4, 2026
DOCKET	No. 13-25-00223-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Pro se appeal from the trial court's grant of a combined traditional and no-evidence motion for summary judgment dismissing Holcomb's claims with prejudice.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. When a combined traditional and no-evidence motion is granted without specifying the basis, the no-evidence motion is reviewed first. For a no-evidence motion, the nonmovant must present evidence raising a genuine issue of material fact on each challenged element; more than a scintilla of probative evidence is required, with reasonable inferences and doubts resolved in the nonmovant's favor.

PRECEDENTIAL VALUE	Published memorandum opinion
PARTIES	Dana Holcomb v. American Airlines Company, American Airlines Captain, NU, American Airlines Flight Attendant, NU, Curtis Blessing

TOPICS

summary judgment standard of review intentional infliction of emotional distress contracts
appellate procedure

PRACTICE AREAS

civil procedure appellate procedure torts contracts

QUESTIONS PRESENTED

1. Whether the trial court properly granted appellees' combined traditional and no-evidence motion for summary judgment on Holcomb's intentional-infliction-of-emotional-distress claim.
2. Whether the trial court properly granted summary judgment on Holcomb's breach-of-contract claim.
3. Whether the appellate court could consider summary-judgment exhibits struck by the trial court.
4. Whether Holcomb produced evidence raising a genuine issue of material fact in opposition to the no-evidence motion.

HOLDINGS

1. Because Holcomb did not appeal the trial court's order striking his exhibits, the appellate court could not consider those exhibits in reviewing the summary judgment.
2. Summary judgment was proper because Holcomb produced no evidence that appellees acted intentionally or recklessly, engaged in extreme and outrageous conduct, caused his emotional distress, or caused severe emotional distress.
3. Summary judgment was proper because Holcomb produced no evidence of a valid contract, his performance or tendered performance, appellees' breach, or damages caused by the breach.
4. The trial court did not err in granting appellees' combined traditional and no-evidence motion for summary judgment.

KEY QUOTATIONS

“If the nonmovant presents more than a scintilla of probative evidence to raise a genuine issue of material fact, summary judgment is improper.” (at 3)

“so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized society.” (at 3)

FACTUAL BACKGROUND

Holcomb traveled on an American Airlines flight from Texas to Nevada and occupied a first-class seat during a layover on the tarmac in Arizona. He alleged that, after a White female passenger boarded with her dog, he was ordered to move to coach because he was African American while the passenger and dog remained in first class. He claimed embarrassment, humiliation, and personal injuries, and asserted claims for negligence per se, intentional infliction of emotional distress, defamation, and breach of contract. In opposing summary judgment, he relied on exhibits, most of which the trial court struck; he did not appeal the evidentiary ruling.

PROCEDURAL HISTORY

Holcomb sued appellees in Travis County alleging negligence per se under an Arizona statute, intentional infliction of emotional distress, defamation, and breach of contract. The trial court previously dismissed claims against three American Airlines employees, and that dismissal was affirmed. The trial court later granted appellees' combined traditional and no-evidence motion for summary judgment, dismissed the remaining claims with prejudice, and denied Holcomb's motion for new trial. The court of appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Holcomb v. Tragarz, No. 13-21-00328-CV, 2023 WL 4248911, at *1 (Tex. App.—Corpus Christi–Edinburg June 29, 2023, no pet.) (mem. op.)
- Energen Res. Corp. v. Wallace, 642 S.W.3d 502, 509 (Tex. 2022)
- Ford Motor Co. v. Ridgway, 135 S.W.3d 598, 600 (Tex. 2004)
- Wal-Mart Stores, Inc. v. Xerox State & Loc. Sols., Inc., 663 S.W.3d 569, 576 (Tex. 2023)
- Tex. Farm Bureau Mut. Ins. Co. v. Sears, 84 S.W.3d 604, 610 (Tex. 2002)
- USAA Tex. Lloyds Co. v. Menchaca, 545 S.W.3d 479, 501 n.21 (Tex. 2018)
- Sci. Mach. & Welding, Inc. v. FlashParking, Inc., 641 S.W.3d 454, 462 (Tex. App.—Austin 2021, pet. denied)
- Owens–Corning Fiberglas Corp. v. Malone, 972 S.W.2d 35, 52 n.7 (Tex. 1998)
- Hendee v. Dewhurst, 228 S.W.3d 354, 376 (Tex. App.—Austin 2007, pet. denied)
- Trevarthan v. Nationstar Mortg. LLC, No. 03-15-00011-CV, 2016 WL 368533, at *3 n.4 (Tex. App.—Austin Jan. 29, 2016, no pet.) (mem. op.)
- California v. Copus, 309 S.W.2d 227, 229 (Tex. 1958)
- Pub. Util. Comm'n of Tex. v. Tex. Tel. Ass'n, 163 S.W.3d 204, 217 (Tex. App.—Austin 2005, no pet.)
- Trudy's Tex. Star, Inc. v. City of Austin, 307 S.W.3d 894, 898 n.2 (Tex. App.—Austin 2010, no pet.)