BUSINESS COURT OF TEXAS

Hensarling v. Carmichael

2025 Tex. Bus. 50 (Business Court of Texas 2025) · No. 25-BC04B-0014 · Decided December 18, 2025

SUMMARY

The Texas Business Court, Fourth Division, denied defendants' amended Rule 91a motion to dismiss in a suit concerning the governance and potential dissolution of Northglen, Ltd. The court held that the pleaded value of the partnership and requested dissolution brought the action within the court's jurisdiction, and that the plaintiff's untimely nonsuit did not prevent a ruling on the motion. The court further held that the petition stated legally and factually sufficient claims under Texas Business Organizations Code section 11.314 and declined to award attorney's fees or costs.

CASE DETAILS

COURT	Business Court of Texas
WRITING FOR THE COURT	Stacy Gersharp
JURISDICTION	Business Court of Texas, Fourth Division
DECIDED	December 18, 2025
DOCKET	25-BC04B-0014
DISPOSITION	affirmed
PROCEDURAL POSTURE	Original action; Rule 91a motion to dismiss and sua sponte subject-matter jurisdiction inquiry.
STANDARD OF REVIEW	De novo for subject-matter jurisdiction; for Rule 91a motion, court determines whether claim has no basis in law or fact based solely on the pleadings, construed liberally in plaintiff's favor.
PRECEDENTIAL VALUE	published

TOPICS

motions to dismiss · subject matter jurisdiction · pleadings · partnership law · civil procedure

PRACTICE AREAS

civil procedure · corporate law · commercial litigation · remedies

QUESTIONS PRESENTED

1. Whether the Business Court has subject-matter jurisdiction over the suit, given the absence of a claim for monetary damages.
2. Whether Hensarling's untimely filed nonsuit prevented the court from ruling on Defendants' Rule 91a motion to dismiss.
3. Whether Hensarling's petition states claims for winding up a partnership and declaratory relief that survive a Rule 91a motion to dismiss.

HOLDINGS

1. The court has subject-matter jurisdiction because the action sues on rights valued above five million dollars, despite seeking no monetary relief, satisfying the jurisdictional amount-in-controversy threshold based on the value of the thing sued for.
2. The nonsuit was not filed in time to prevent the court's ruling because Rule 91a requires a nonsuit to be filed at least three days before the hearing.
3. The petition survives dismissal because, construed liberally, it contains sufficient factual allegations supporting a claim for winding up under Texas Business Organizations Code section 11.314.

KEY QUOTATIONS

> *"In analyzing jurisdiction, 'the plaintiff's pleadings are determinative unless the defendant specifically alleges that the amount was pleaded merely as a sham for the purpose of wrongfully obtaining jurisdiction, or the defendant can readily establish that the amount in controversy is insufficient[.]'"* (¶ 3)

> *"'When applying the fair-notice pleading standard to our review in a Rule 91a context, we must construe the pleadings liberally in favor of the plaintiff, look to the pleader's intent, and accept as true the factual allegations in the pleadings[.]'"* (¶ 17)

FACTUAL BACKGROUND

Sandra E. Hensarling sued J. George Carmichael, CDC/VIC Partners, LLC, and Northglen, Ltd. seeking court-ordered dissolution of Northglen, a partnership. Hensarling owns 49.5% of Northglen. She alleges Carmichael made major partnership expenditures requiring her capital contributions in violation of the partnership agreement, made a high-interest loan to Northglen, erroneously valued the entity, stonewalled buyout negotiations, and refused her access to financial information. She seeks equitable relief and declarations based on Texas Business Organizations Code section 11.314.

PROCEDURAL HISTORY

Plaintiff Hensarling sued Defendants for winding up a partnership. Defendants filed a Rule 91a motion to dismiss. Hensarling filed a nonsuit two days before the hearing on the motion. The court held a hearing on the motion, considered briefing on subject-matter jurisdiction, and issued this memorandum opinion denying the motion and declining to award fees.

DISPOSITION

affirmed

CASES CITED

- 73 Bland ISD v. Blue, 34 S.W.3d 547 (Tex. 2000)
- ET Gathering & Processing LLC v. Tellurian Prod. LLC, 2025 Tex. Bus. 11, 709 S.W.3d 1 (11th Div. 2025)
- Tune v. Tex. Dep't of Pub. Safety, 23 S.W.3d 358 (Tex. 2000)
- SafeLease Ins. Servs. LLC v. Storable, Inc., 2025 Tex. Bus. 6, 707 S.W.3d 130 (8th Div. 2025)
- Hous. v. State Farm Mut. Auto. Ins. Co., 712 S.W.3d 707 (Tex. App.-Houston [14th Dist.] 2025)
- In re First Reserve Mgmt., L.P., 671 S.W.3d 653 (Tex. 2023)
- Davis v. Homeowners of Am. Ins. Co., 700 S.W.3d 837 (Tex. App.-Dallas 2023)
- Shannon Med. Ctr. v. Triad Holdings IIT, L.L.C., 601 S.W.3d 904 (Tex. App.-Houston [14th Dist.] 2019)
- Holdridge v. Wallace Ryne, O.D., P.C., No. 02-23-00420-CV, 2024 WL 3455838 (Tex. App.-Fort Worth July 18, 2024)
- Longhorn Creek Ltd. v. Gardens of Connemara Ltd., 686 S.W.3d 418 (Tex. App.-Dallas 2024)
- Sanchez v. Striever, 614 S.W.3d 233 (Tex. App.-Houston [14th Dist.] 2020)
