

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

Carrollton Gateway Development Partners, LLC v. Namhawk, LLC,
et al.

Carrollton Gateway · No. Adv. Pro. No. 25-03001-SGJ · Decided April 14, 2026

SUMMARY

The United States Bankruptcy Court for the Northern District of Texas grants Carrollton Gateway Development Partners, LLC’s motion for summary judgment against Namhawk, LLC on a breach of settlement agreement claim. The court concludes that Namhawk breached its obligations to pay \$500,000, make monthly delay payments, provide a deed of trust, and provide information concerning the property’s sale. After crediting a \$50,000 foreclosure-sale bid and ending delay payments as of foreclosure, the court awards \$490,000 and directs the debtor to submit a form of judgment.

CASE DETAILS

COURT	United States Bankruptcy Court for the Northern District of Texas, Dallas Division
JURISDICTION	United States Bankruptcy Court for the Northern District of Texas, Dallas Division
DECIDED	April 14, 2026
DOCKET	Adv. Pro. No. 25-03001-SGJ
DISPOSITION	other
PROCEDURAL POSTURE	Carrollton Gateway Development Partners, LLC, the Chapter 11 debtor and plaintiff, removed its Texas state-court action against Namhawk, LLC and others to the bankruptcy court and moved for summary judgment on its breach-of-contract claim.
STANDARD OF REVIEW	Summary judgment is appropriate under Federal Rule of Civil Procedure 56(a) when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the facts in the light most favorable to the nonmovant, but the nonmovant must identify competent evidence establishing a genuine dispute concerning a material fact.
PRECEDENTIAL VALUE	Unknown

PARTIES

Carrollton Gateway Development Partners, LLC v. Namhawk, LLC

TOPICS

summary judgment

breach of contract

foreclosure

damages

bankruptcy

PRACTICE AREAS

bankruptcy

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QUESTIONS PRESENTED

1. Whether the debtor was entitled to summary judgment on its breach-of-contract claim based on Namhawk's undisputed failure to perform the settlement agreement.
2. Whether the debtor's recoverable damages included the \$500,000 settlement obligation and monthly delay payments through the foreclosure date, offset by the debtor's \$50,000 foreclosure credit bid.
3. Whether Namhawk could avoid or reduce the deficiency without requesting, proving, and obtaining a fair-market-value finding under Texas Property Code section 51.003.

HOLDINGS

1. The debtor was entitled to summary judgment because the settlement agreement was valid and clear, Namhawk breached its payment and related obligations, and no genuine dispute of material fact existed regarding liability.
2. The debtor was entitled to \$490,000 in damages: \$500,000 in settlement funds, plus \$40,000 in delay payments accrued through the October 1, 2024 foreclosure, less the debtor's \$50,000 credit bid.
3. Namhawk could not obtain a reduction under Texas Property Code section 51.003 because it did not request, prove, or obtain a finding of the property's fair market value as of the foreclosure date.

KEY QUOTATIONS

"The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." (at 3)

"No material fact issue exists, and the Debtor is entitled to judgment as a matter of law." (at 7)

"Therefore, the Debtor is entitled to summary judgment in the amount of \$490,000 against Namhawk." (at 9)

FACTUAL BACKGROUND

Carrollton Gateway Development Partners, LLC, Namhawk, LLC, and Namhawk's members executed a settlement agreement after mediation. The agreement required Namhawk to pay \$500,000 by January 15, 2024 or upon the expected sale of the property, provide a second-lien deed of trust, and keep the debtor informed about efforts to sell the property. Namhawk failed to timely pay, failed to timely provide the deed of trust and sales information, and later agreed to make \$5,000 monthly delay payments, but made no payments. The debtor

eventually foreclosed on the property and credit bid \$50,000, after which it sought a deficiency judgment against Namhawk.

PROCEDURAL HISTORY

The debtor filed suit in the 191st Judicial District Court of Dallas County, Texas, on January 16, 2024, asserting breach of contract and alternative claims arising from Namhawk's alleged failure to perform a settlement agreement. The action was removed to the bankruptcy court after the debtor filed for Chapter 11 bankruptcy. Following a hearing on the debtor's summary-judgment motion, the court granted judgment against Namhawk in the amount of \$490,000 and directed the debtor to upload a conforming judgment.

DISPOSITION

other

CASES CITED

- Little v. Liquid Air Corp., 37 F.3d 1069, 1075-76 (5th Cir. 1994) (en banc)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986)
- Hutton Commc'ns, Inc. v. Commc'n Infrastructure Corp., 461 F. Supp. 3d 400, 403 (N.D. Tex. 2020)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248-52 (1986)
- Davis v. Chevron U.S.A., Inc., 14 F.3d 1082, 1084-85 (5th Cir. 1994)
- Scott v. Harris, 550 U.S. 372, 378, 380 (2007)
- Hacienda Records, L.P. v. Ramos, 718 F. App'x 223, 234 (5th Cir. 2018)
- Malacara v. Garber, 353 F.3d 393, 405 (5th Cir. 2003)
- Armstrong v. City of Dallas, 997 F.2d 62, 66-67 (5th Cir. 1993)
- Smith Int'l, Inc. v. Egle Grp., LLC, 490 F.3d 380, 387 (5th Cir. 2007)
- Tex. Disposal Sys. v. FCCI Ins. Co., 854 F. App'x 576, 579, 679 (5th Cir. 2021)
- URI, Inc. v. Kleberg Cnty., 543 S.W.3d 755, 763-64 (Tex. 2018)
- Lyda Swinerton Builders, Inc. v. Okla. Sur. Co., 903 F.3d 435, 445 (5th Cir. 2018)
- Am. Mfrs. Mut. Ins. Co. v. Schaefer, 124 S.W.3d 154, 158-59 (Tex. 2003)
- PlainsCapital Bank v. Martin, 459 S.W.3d 550, 555 (Tex. 2015)
- Moayedi v. Interstate 35/Chisom Rd., L.P., 438 S.W.3d 1, 6 (Tex. 2014)

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