UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

Craig A. Dodds v. Carrington Mortgage Services LLC

Dodds · No. 4:24-CV-543 · Decided February 13, 2026

SUMMARY

The United States District Court for the Southern District of Texas granted Carrington Mortgage Services LLC's motion for summary judgment in Craig A. Dodds's challenge to foreclosure of a Texas homestead. The court held that the plaintiff's wife's subsequent express consent validated the home-equity lien under the Texas Constitution, and the plaintiff's failure to respond left Carrington's evidence undisputed.

CASE DETAILS

COURT	United States District Court for the Southern District of Texas, Houston Division
WRITING FOR THE COURT	George C. Hanks, Jr.
JURISDICTION	United States District Court for the Southern District of Texas, Houston Division
DECIDED	February 13, 2026
DOCKET	4:24-CV-543
DISPOSITION	other
PROCEDURAL POSTURE	Carrington Mortgage Services LLC moved for summary judgment on Craig A. Dodds's claims seeking to prevent foreclosure of his homestead. The court granted the motion.
STANDARD OF REVIEW	Summary judgment is proper when the pleadings, discovery and disclosure materials, and affidavits show no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Because Dodds did not respond, the court treated Carrington's asserted facts and evidence as undisputed, but still determined whether those facts were material and entitled Carrington to judgment as a matter of law.
PRECEDENTIAL VALUE	Unknown; federal district court memorandum opinion and order
PARTIES	Craig A. Dodds v. Carrington Mortgage Services LLC

TOPICS

summary judgment | foreclosure | homestead | mortgages | civil procedure

PRACTICE AREAS

civil procedure | real estate | mortgages | foreclosure | constitutional law

QUESTIONS PRESENTED

1. Whether summary judgment was proper when Dodds failed to respond and Carrington's evidence was undisputed.
2. Whether a spouse's subsequent express consent validates a homestead lien that was not initially created with the spouse's consent under Article XVI, Section 50 of the Texas Constitution.

HOLDINGS

1. A nonresponsive party leaves the movant's factual assertions undisputed, but the court must still determine whether the undisputed facts are material and entitle the movant to judgment as a matter of law. Carrington met that standard.
2. An owner's spouse who did not initially consent to a homestead lien may subsequently consent to and thereby validate the lien. Deborah Dodds's subsequent express consent validated the loan.

KEY QUOTATIONS

> *"However, an owner's spouse "who did not initially consent" to a lien placed on a homestead may validate the lien by "subsequently consent[ing]" to it."* (III)

> *"A home-equity loan secured by a lien [on a homestead] that was not created with the consent of each owner and each owner's spouse is . . . invalid unless and until such consent is obtained."* (III)

> *"Carrington's uncontested summary judgment evidence shows that Deborah subsequently expressly consented to the loan. Deborah's consent validated the loan."* (III)

FACTUAL BACKGROUND

Craig A. Dodds obtained a home-equity loan secured by a lien on his homestead in La Porte, Texas. He represented on the Texas Home Equity Security Instrument that he was unmarried, so his wife, Deborah Dodds, did not initially sign the instrument. After the loan was assigned to Carrington, Deborah signed an affidavit expressly consenting to the loan. Craig defaulted and sued to prevent foreclosure, arguing that the loan violated the Texas Constitution because Deborah had not consented initially.

PROCEDURAL HISTORY

Dodds filed suit in Texas state court to prevent Carrington from foreclosing on his homestead based on an alleged violation of the Texas Constitution's homestead-lien requirements. Carrington moved for summary judgment, and Dodds did not respond. Carrington voluntarily dismissed its claims against Dodds and Deborah

Dodds, leaving Dodds's claims against Carrington. The federal district court granted Carrington's motion for summary judgment.

DISPOSITION

other

CASES CITED

- Eversley v. MBank Dallas, 843 F.2d 172, 174 (5th Cir. 1988)
- Flowers v. Deutsche Bank National Trust Co., 614 Fed. App'x 214, 215 (5th Cir. 2015)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- Lincoln Gen. Ins. Co. v. Reyna, 401 F.3d 347, 349 (5th Cir. 2005)
- Boudreaux v. Swift Transp. Co., 402 F.3d 536, 540 (5th Cir. 2005)
- Duffy v. Leading Edge Products, Inc., 44 F.3d 308, 312 (5th Cir. 1995)
- Fontenot v. Upjohn Co., 780 F.2d 1190, 1194 (5th Cir. 1986)
- Littlefield v. Forney Indep. Sch. Dist., 268 F.3d 275, 282 (5th Cir. 2001)
- DIRECT TV Inc. v. Robson, 420 F.3d 532, 536 (5th Cir. 2005)
- Reaves Brokerage Co. v. Sunbelt Fruit & Vegetable Co., 336 F.3d 410, 412 (5th Cir. 2003)
- Palluotto v. NewRez LLC, No. 4:24-CV-721, 2025 WL 2987572, at *3 (S.D. Tex. Oct. 23, 2025)
- Kyle v. Strasburger, 522 S.W.3d 461, 465 (Tex. 2017)

OPINION

UNITED STATES DISTRICT COURT February 13, 2026 SOUTHERN DISTRICT OF TEXAS Nathan Ochsner, Clerk HOUSTON DIVISION CRAIG A. DODDS, § § Plaintiff, § VS. § CIVIL ACTION NO. 4:24-CV-543 § CARRINGTON MORTGAGE SERVICES § LLC, § § Defendant. § MEMORANDUM OPINION AND ORDER Pending before the Court is a motion for summary judgment filed by Defendant/Counter-Plaintiff Carrington Mortgage Services LLC (“Carrington”).

The motion (Dkt. 41) is GRANTED. I. BACKGROUND Because Plaintiff/Counter-Defendant Craig A. Dodds (“Craig”) has not filed a response to Carrington’s motion for summary judgment, the Court accepts as undisputed the facts and evidence set forth in Carrington’s motion. Eversley v. MBank Dallas, 843 F.2d 172, 174 (5th Cir. 1988); see also Flowers v. Deutsche Bank National Trust Co., 614 Fed.

App’x 214, 215 (5th Cir. 2015) (“The failure to respond to a summary judgment motion leaves the movant’s facts undisputed. The court need only decide whether those undisputed facts are material and entitle the movant to judgment as a matter of law.”) (citation omitted). Carrington’s summary judgment evidence establishes that Craig took out a home equity loan that was secured by his homestead, which is located at 9317 Mohawk Drive in La Porte, Texas (“the loan”).

(Dkt. 1-1 at p. 6; Dkt. 41-4). Craig falsely represented that he was an “unmarried man” on the Texas Home Equity Security Instrument (“THESI”), so his wife, Deborah Dodds (“Deborah”), did not sign the THESI. (Dkt. 41-4 at p. 1).

The loan was assigned to Carrington, and after the assignment Deborah signed an affidavit expressly consenting to the loan. (Dkt. 41-9; Dkt. 41-10; Dkt. 41-11). Craig defaulted on the loan and filed this lawsuit in Texas state court to prevent foreclosure. (Dkt. 1-1 at pp. 8–10). Craig seeks to enjoin Carrington from foreclosing on his homestead on the basis that the loan contravenes Article XVI, Section 50(a)(6)(A) of the Texas Constitution.

(Dkt. 1-1 at pp. 8–10). Article XVI, Section 50(a)(6)(A) of the Texas Constitution requires a lien placed on a homestead to be “created under a written agreement with the consent of each owner and each owner’s spouse[.]” Tex. Const. art. XVI, § 50(a)(6)(A). Carrington has now moved for summary judgment on Craig’s claims against it.1 II. SUMMARY JUDGMENTS In deciding a motion for summary judgment under Federal Rule of Civil Procedure 56, the Court must determine whether the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law.

Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986). 1 Carrington has voluntarily dismissed its claims against Craig and Deborah. (Dkt. 48). The only claims remaining in this case are Craig’s claims against Carrington.

The movant’s initial summary judgment burden depends on whether the movant will bear the burden of proof at trial. If the non-movant will bear the burden of proof at trial on an issue raised in a motion for summary judgment, then the initial burden falls on the movant to identify areas essential to the non-movant’s claim in which there is an absence of a genuine issue of material fact.

Lincoln Gen. Ins. Co. v. Reyna, 401 F.3d 347, 349 (5th Cir. 2005). The movant need not negate the elements of the non-movant’s case. See Boudreaux v. Swift Transp. Co., 402 F.3d 536, 540 (5th Cir. 2005). The movant may meet its burden by pointing out the absence of evidence supporting the non-movant’s case. Duffy v. Leading Edge Products, Inc., 44 F.3d 308, 312 (5th Cir.

1995). However, if the movant will carry the burden of proof at trial, as is the case when the movant is either the plaintiff or a defendant asserting an affirmative defense, then the movant can only carry its initial burden by establishing beyond peradventure all of the essential elements of its claim or defense. Fontenot v. Upjohn Co., 780 F.2d 1190, 1194 (5th Cir.

1986). If the movant meets its initial burden, the non-movant must go beyond the pleadings and designate specific facts showing that there is a genuine issue of material fact for trial. Littlefield v. Forney Indep. Sch. Dist., 268 F.3d 275, 282 (5th Cir. 2001). “An issue is material if its resolution could affect the outcome of the action. A dispute as to a material fact is genuine if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." DIRECT TV Inc. v. Robson, 420 F.3d 532, 536 (5th Cir.

2006) (citations omitted). In deciding whether a genuine and material fact issue has been created, the facts and inferences to be drawn from those facts must be reviewed in the light most favorable to the non-movant. Reaves Brokerage Co. v. Sunbelt Fruit & Vegetable Co., 336 F.3d 410, 412 (5th Cir. 2003). III. ANALYSIS As previously noted, the Texas Constitution's homestead protection provisions require a lien placed on a homestead to be "created under a written agreement with the consent of each owner and each owner's spouse[.]" Tex. Const. art. XVI, § 50(a)(6)(A).

However, an owner's spouse "who did not initially consent" to a lien placed on a homestead may validate the lien by "subsequently consent[ing]" to it. Tex. Const. art. XVI, § 50(a)(6)(Q)(xi); see also Palluotto v. NewRez LLC, No. 4:24-CV-721, 2025 WL 2987572, at *3 (S.D. Tex. Oct. 23, 2025) ("[T]he Texas Constitution clearly contemplates that an owner's spouse can subsequently consent to a lien not initially created with their consent.") (quotation marks and brackets omitted); Kyle v. Strasburger, 522 S.W.3d 461, 465 (Tex.

2017) ("A home-equity loan secured by a lien [on a homestead] that was not created with the consent of each owner and each owner's spouse is... invalid unless and until such consent is obtained.") (bracketed phrase, ellipsis, and emphasis added).

The only basis asserted by Craig's pleading for invalidating the loan under the Texas Constitution's homestead protection provisions is that Deborah did not give her consent. (Dkt. 1-1 at pp. 8–9). Carrington's uncontested summary judgment evidence shows that Deborah subsequently expressly consented to the loan. (Dkt. 41-11). Deborah's consent validated the loan.

See Kyle, 522 S.W.3d at 465. Accordingly, the Court will grant Carrington's motion for summary judgment. IV. CONCLUSION The motion for summary judgment filed by Defendant/Counter-Plaintiff Carrington Mortgage Services LLC (Dkt. 41) is GRANTED. SIGNED at Houston, Texas, on F e b r u a r y 1 3, 2026. ________________________________ GEORGE C. HANKS, JR. UNITED STATES DISTRICT JUDGE