

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

Chase Bachman, et al. v. Mario Serratos, et al.

Bachman v. Serratos, Civil Action No. 3:25-cv-00284 (S.D. Tex. Feb. 20, 2026) · No. 3:25-cv-00284 · Decided
February 20, 2026

SUMMARY

The United States District Court for the Southern District of Texas grants Defendant Mario Serratos’s Rule 12(b)(6) motion to dismiss claims for breach of contract and violations of the Texas Deceptive Trade Practices Act. The court concludes that the plaintiffs failed to plead Serratos’s personal involvement in any deceptive act, a legally cognizable partnership relationship, or that he was a party to the contract. The claims against Serratos are dismissed without prejudice.

CASE DETAILS

COURT	United States District Court for the Southern District of Texas, Galveston Division
WRITING FOR THE COURT	Andrew M. Edison
JURISDICTION	United States District Court for the Southern District of Texas, Galveston Division
DECIDED	February 20, 2026
DOCKET	3:25-cv-00284
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant Mario Serratos moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the claims against him for failure to state a claim. The court granted the motion and dismissed the claims against Serratos without prejudice.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded facts as true and views them in the light most favorable to the plaintiff, but does not accept legal conclusions, conclusory statements, or naked assertions lacking factual enhancement. The complaint must contain sufficient factual matter to state a facially plausible claim for relief.
PRECEDENTIAL VALUE	Unknown
PARTIES	Chase Bachman, Andrew Niles v. Mario Serratos, Dora Martinez

TOPICS

motions to dismiss

civil procedure

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breach of contract

contracts

PRACTICE AREAS

civil procedure

contracts

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QUESTIONS PRESENTED

1. Whether plaintiffs plausibly stated a Texas Deceptive Trade Practices Act claim against Serratos without alleging his personal participation in a misrepresentation or deceptive act.
2. Whether plaintiffs plausibly alleged that K & J Flooring was a general or de facto partnership whose existence could impose DTPA liability on Serratos.
3. Whether plaintiffs plausibly stated a breach of contract claim against Serratos without alleging that he personally entered into, signed, or had authority to form the contract.

HOLDINGS

1. The DTPA claim against Serratos fails because the complaint does not allege his personal participation in a misrepresentation or deceptive act.
2. Plaintiffs did not plausibly allege that K & J Flooring was a general or de facto partnership, and Serratos could not be held liable under the DTPA merely based on the asserted partnership theory.
3. The breach of contract claim against Serratos fails because the complaint does not allege facts showing that Serratos entered into, signed, or had authority to form a contract with plaintiffs.

KEY QUOTATIONS

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’”

“A defendant’s personal involvement is required for liability to attach under the DTPA.”

“In sum, Plaintiffs have not offered well-pleaded factual allegations to support any of the five statutory partnership factors.”

“Plaintiffs’ claims against Serratos are dismissed without prejudice.”

FACTUAL BACKGROUND

Plaintiffs Chase Bachman and Andrew Niles owned a single-family residence in Galveston County, Texas and contracted with K & J Flooring for installation and refinishing of wood and tile flooring. They alleged that the promised Heart Pine flooring was replaced with less expensive Southern Yellow Pine. The operative complaint attributed the relevant representations primarily to Dora Martinez and identified K & J Flooring as a trade name, but did not allege specific deceptive acts, contract formation conduct, or contracting authority by Mario Serratos.

PROCEDURAL HISTORY

Plaintiffs filed a Second Amended Complaint alleging breach of contract and Texas Deceptive Trade Practices Act violations against Serratos and Martinez arising from residential flooring work. Serratos moved to dismiss all claims against him. The court considered the operative pleading and its attachments, declined to consider new evidence submitted with plaintiffs' response, granted the motion, and dismissed the claims against Serratos without prejudice.

DISPOSITION

dismissed

CASES CITED

- Martin K. Eby Constr. Co. v. Dall. Area Rapid Transit, 369 F.3d 464, 467 (5th Cir. 2004)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 556, 558, 570 (2007)
- Cummings v. Premier Rehab Keller, P.L.L.C., 948 F.3d 673, 675 (5th Cir. 2020)
- Benfield v. Magee, 945 F.3d 333, 336–37 (5th Cir. 2019)
- Miller v. Keyser, 90 S.W.3d 712, 717 (Tex. 2002)
- Comm'n for Law. Discipline v. C.R., 54 S.W.3d 506, 515 (Tex. App.—Fort Worth 2001, pet. denied)
- Kahn v. Imperial Airport, L.P., 308 S.W.3d 432, 438 (Tex. App.—Dallas 2010, no pet.)
- Davis v. Raney Auto Co., 249 S.W. 878, 878 (Tex. Civ. App.—Texarkana 1923, no writ)
- Peykoff v. Cawley, No. 24-10186, 2025 WL 1380070, at *3 (5th Cir. May 13, 2025)
- Villarreal v. Wells Fargo Bank, N.A., 814 F.3d 763, 766 (5th Cir. 2016)
- Ingram v. Deere, 288 S.W.3d 886, 898, 900 (Tex. 2009)
- Sewing v. Bowman, 371 S.W.3d 321, 334 (Tex. App.—Houston [1st Dist.] 2012, pet. dism'd)
- Big Easy Cajun Corp. v. Dall. Galleria Ltd., 293 S.W.3d 345, 349 (Tex. App.—Dallas 2009, pet. denied)
- Callier v. Nat'l United Grp., LLC, No. EP-21-cv-71, 2021 WL 5393829, at *4 (W.D. Tex. Nov. 17, 2021)
- Owens v. Jastrow, 789 F.3d 529, 537 (5th Cir. 2015)