

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
LOUISIANA

Naya Calhoun v. CarMax Business Services, LLC

Calhoun v. CarMax Business Services, LLC, No. 24-660-SDD-SDJ (M.D. La. May 26, 2026) · No. No. 24-660-SDD-SDJ · Decided May 26, 2026

SUMMARY

This Magistrate Judge’s Report and Recommendation addresses CarMax Business Services, LLC’s motions for partial summary judgment and default judgment, and Naya Calhoun’s Rule 12(c) motion for judgment on the pleadings. It recommends granting summary judgment to CarMax on Calhoun’s accord-and-satisfaction, Uniform Commercial Code, and Truth in Lending Act claims; granting default judgment against Proofs Learning Academy LLC; and denying Calhoun’s motion. The report also recommends awarding CarMax \$60,577.32 on its counterclaim while declining to recommend attorney’s fees without additional evidence.

CASE DETAILS

COURT	United States District Court for the Middle District of Louisiana
WRITING FOR THE COURT	Scott D. Johnson, United States Magistrate Judge
JURISDICTION	United States District Court for the Middle District of Louisiana
DECIDED	May 26, 2026
DOCKET	No. 24-660-SDD-SDJ
DISPOSITION	other
PROCEDURAL POSTURE	Magistrate judge's report and recommendation on Defendant's motion for partial summary judgment, motion for default judgment against third-party defendant Proofs Learning Academy LLC, and Plaintiff's Rule 12(c) motion for judgment on the pleadings.
STANDARD OF REVIEW	Summary judgment is proper when no genuine dispute of material fact exists and the movant is entitled to judgment as a matter of law. A Rule 12(c) motion is evaluated under the Rule 12(b)(6) plausibility standard. For default judgment, the court considers the circumstances of the default and whether the pleadings provide a sufficient basis for judgment.
PRECEDENTIAL VALUE	nonprecedential

PARTIES

Naya Calhoun v. CarMax Business Services, LLC

TOPICS

summary judgment

default judgment

motion for judgment on the pleadings

breach of contract

uniform commercial code

PRACTICE AREAS

civil procedure

contracts

commercial litigation

consumer protection

uniform commercial code

QUESTIONS PRESENTED

1. Whether CarMax was entitled to summary judgment on Calhoun's claim that the debt was discharged through accord and satisfaction.
2. Whether CarMax was entitled to summary judgment on Calhoun's claim under UCC § 9-210 concerning a request for a statement of account.
3. Whether CarMax was entitled to summary judgment on Calhoun's Truth in Lending Act claim alleging that the finance charge was incorrectly disclosed.
4. Whether CarMax was entitled to summary judgment on its counterclaim for the unpaid contract balance and recognition of its security interest.
5. Whether default judgment should be entered against third-party defendant Proofs Learning Academy LLC.
6. Whether Calhoun was entitled to judgment on the pleadings under Rule 12(c).

HOLDINGS

1. Calhoun could not establish accord and satisfaction because she failed to show a disputed claim and mutual consent by CarMax to accept the money orders as full satisfaction of the debt.
2. CarMax was entitled to summary judgment on Calhoun's UCC § 9-210 claim because the request was premised on the rejected accord-and-satisfaction theory and Calhoun failed to show that CarMax acted without reasonable cause or that she was reasonably misled.
3. CarMax was entitled to summary judgment on the Truth in Lending Act claim because Calhoun misidentified the total of payments as the finance charge, and no disclosure violation was apparent on the face of the assigned disclosure statement.
4. CarMax was entitled to summary judgment on its counterclaim because the undisputed evidence established the contract, Calhoun's default, and an outstanding balance of \$60,577.32; CarMax was also entitled to recognition of its security interest.
5. Default judgment was appropriate against Proofs Learning Academy LLC because it failed to answer or otherwise defend after service, the default was not attributable to excusable neglect, and the pleadings and record provided a sufficient basis for judgment.

6. Calhoun was not entitled to judgment on the pleadings because her motion relied on the same accord-and-satisfaction theory that had been rejected, and no viable claim remained on which judgment could be entered in her favor.

KEY QUOTATIONS

“Essential to finding that a valid accord and satisfaction occurred is a showing that the creditor understood that the payment was tendered in full settlement of the dispute.” (II.B.3.a)

“Misreading the disclosure statement does not make it defective.” (II.B.3.c)

“IT IS RECOMMENDED that the Motion for Partial Summary Judgment (R. Doc. 52) filed by Defendant CarMax Business Services, LLC, be GRANTED and that Plaintiff be ordered to pay Defendant the amount of \$60,577.32.” (III)

FACTUAL BACKGROUND

On August 15, 2023, Naya Calhoun and Proofs Learning Academy LLC jointly purchased a 2021 Jeep Grand Cherokee and entered into a retail installment contract that was assigned to CarMax Business Services, LLC. The buyers became past due on their scheduled payments, and the outstanding balance was determined to be \$60,577.32. Calhoun later sent CarMax correspondence and two money orders totaling \$1,306.75, asserting that the debt was discharged through accord and satisfaction, but CarMax never agreed to accept that amount as payment in full.

PROCEDURAL HISTORY

Plaintiff sued CarMax asserting breach of contract based on accord and satisfaction, violation of UCC § 9-210, and Truth in Lending Act violations. CarMax answered, filed a third-party complaint against Proofs Learning Academy LLC and a counterclaim against Plaintiff, and later moved for partial summary judgment and default judgment. The magistrate judge recommended granting CarMax's summary-judgment motion, entering default judgment against Proofs Learning Academy LLC, recognizing CarMax's security interest, awarding \$60,577.32 jointly against Plaintiff and Proofs Learning Academy LLC, and denying Plaintiff's Rule 12(c) motion.

DISPOSITION

other

CASES CITED

- Haines v. Kerner, 404 U.S. 519, 520 (1972)
- S.E.C. v. AMX, International, Inc., 7 F.3d 71, 75 (5th Cir. 1993)
- Johnson v. Atkins, 999 F.2d 99, 100 (5th Cir. 1993)
- NCO Financial Systems, Inc. v. Harper-Horsley, 2008 WL 2277843, at *3 (E.D. La. May 29, 2008)
- Birl v. Estelle, 660 F.2d 592, 593 (5th Cir. 1981)
- Kiper v. Ascension Parish School Board, 2015 WL 2451998, at *1 (M.D. La. May 21, 2015)

- Callahan v. C.I.R., 2000 WL 1141607, at *1 (M.D. La. Apr. 10, 2000)
- Richardson v. United Wholesale Mortgage, LLC, 2024 WL 5264095, at *5 n.24 (M.D. La. Dec. 31, 2024)
- Samtani v. City of Laredo, 274 F. Supp. 3d 695, 698 (S.D. Tex. 2017)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986)
- Garcia v. LVNV Funding LLC, 2009 WL 3079962, at *2 (W.D. Tex. Sept. 18, 2009)
- Vanberge v. Haley, 2021 WL 400511, at *1 (M.D. La. Jan. 15, 2021)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Little v. Liquid Air Corp., 37 F.3d 1069, 1075 (5th Cir. 1994)
- International Shortstop, Inc. v. Rally's, Inc., 939 F.2d 1257, 1263 (5th Cir. 1991)
- Reams v. Nielsen, 2021 WL 1085309, at *2 (M.D. La. Mar. 3, 2021)
- Complete Medical Systems, L.L.C. v. Health Net Federal Services, L.L.C., 136 So. 3d 807, 810-11 (La. App. 1 Cir. 2013)
- Sallie Mae, Inc. v. James A. Harry, Inc., 2006 WL 220052, at *3 (E.D. La. Jan. 30, 2006)
- Fischbach & Moore, Inc. v. Cajun Electric Power Cooperative, Inc., 799 F.2d 194, 198 (5th Cir. 1986)
- United States v. Bloom, 112 F.3d 200, 206 (5th Cir. 1997)
- Lamb v. Emhart Corp., 47 F.3d 551, 561 (2d Cir. 1995)
- Vega v. Gateway Bank F.S.B., 2025 WL 4664798, at *10 (E.D.N.Y. Dec. 31, 2025)
- Brister v. All Star Chevrolet, Inc., 986 F. Supp. 1003, 1009 (E.D. La. 1997)
- N.Y. Life Insurance Co. v. Brown, 84 F.3d 137, 141 (5th Cir. 1996)
- BSG Clearing Solutions North America, LLC v. V&T Communications, LLC, 2018 WL 4677906, at *2 (W.D. Tex. Aug. 3, 2018)
- Ganther v. Ingle, 75 F.3d 207, 212 (5th Cir. 1996)
- Matter of Dierschke, 975 F.2d 181, 185 (5th Cir. 1992)
- J&J Sports Productions, Inc. v. KCK Holdings, LLC, 2015 WL 4656714, at *3 (M.D. La. Aug. 5, 2015)
- Taylor v. City of Baton Rouge, 39 F. Supp. 3d 807, 813 (M.D. La. 2014)
- U.S. v. Chauncey, 2015 WL 403130, at *1 (M.D. La. Jan. 28, 2015)
- Lindsey v. Prive Corp., 161 F.3d 886, 893 (5th Cir. 1998)
- Adams v. Southland Trace, LLC, 2013 WL 12227574, at *1 (M.D. La. Mar. 28, 2013)
- Hughes v. The Tobacco Institute, Inc., 278 F.3d 417, 420 (5th Cir. 2001)
- Shiell v. Jones, 2020 WL 2331637, at *10 (E.D. La. May 11, 2020)
- Gentilello v. Rege, 627 F.3d 540, 544 (5th Cir. 2010)
- Gines v. D.R. Horton, Inc., 699 F.3d 812, 816 (5th Cir. 2012)
- In re Katrina Canal Breaches Litigation, 495 F.3d 191, 205 (5th Cir. 2007)
- Cutrer v. McMillan, 308 F. App'x 819, 820 (5th Cir. 2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 557 (2007)

