**REVERSED AND REMANDED and Opinion Filed March 4, 2026**

**In The**
**Court of Appeals**
**Fifth District of Texas at Dallas**

**No. 05-24-01005-CV**

**TRISA CRUTCHER, Appellant**
**V.**
**CITY OF FORT WORTH, TEXAS AND CHRIS S. MEDLENKA D/B/A MEDLENKA LAW FIRM, Appellees**

**On Appeal from the 193rd Judicial District Court**
**Dallas County, Texas**
**Trial Court Cause No. DC-20-16941**

# MEMORANDUM OPINION

Before Justices Garcia, Jackson, and Lee
Opinion by Justice Garcia

Appellant Trisa Crutcher sued appellee the City of Fort Worth. The City filed a motion to enforce an alleged settlement agreement between them, and the trial judge granted the motion and eventually signed a final judgment consistent with that ruling. Crutcher appeals, and we conclude that the trial judge erred by granting the City's motion and rendering judgment based on the alleged settlement. We further reject the City's contention that Crutcher's appeal is barred by the acceptance-of-

benefits doctrine. Accordingly, we reverse the judgment below and remand the case for further proceedings.

## I. BACKGROUND

### A. Factual Allegations

Crutcher alleged the following facts in her pleadings.

In November 2011, Crutcher began working for the City in its crime lab. Her duties included DNA analysis and testifying as an expert in criminal trials. Beginning in 2018, Crutcher began making reports to various authorities about conduct in or relating to the crime lab that she believed to be illegal or in violation of the lab's policies and procedures. The City then began taking adverse employment actions against Crutcher. The City ultimately terminated Crutcher's employment on Apri1 1, 2021.

### B. Procedural History

In 2020, Crutcher sued the City for retaliation. She was represented by attorney Chris S. Medlenka.

The trial judge dismissed her case and Crutcher appealed. *See Crutcher v. City of Fort Worth*, No. 05-22-00650-CV, 2023 WL 3451058, at *1 (Tex. App.—Dallas May 15, 2023, pet. denied). In 2023, and while her appeal was still pending, Crutcher filed a new lawsuit against the City complaining about her 2021 termination. Medlenka represented Crutcher in this lawsuit as well.

We reversed the dismissal of Crutcher's first lawsuit and remanded the case, *id*. at *4, and in January 2024 the trial judge granted the parties' agreed motion to consolidate the two lawsuits.

Then began the series of events that led to the final judgment and this appeal.

In March 2024, Mike H. Bassett, who had served as mediator in the case, filed a letter with the trial court reporting that the case had settled.

On May 4, 2024, Crutcher filed a notice of appearance and verified motion to substitute counsel in which she represented that she had an irreconcilable conflict of interest with Medlenka and wanted to terminate Medlenka in favor of attorney Stephen A. Kennedy. On May 9, Medlenka filed a combined response to the verified motion and notice of attorney's lien. Therein, Medlenka averred that the settlement was expected to fund that very day. On May 13, the trial judge signed an order granting Crutcher's verified motion to substitute, reciting in the order that the motion was "not opposed."

On May 14, the City filed a "Motion to Enforce Settlement Agreement." The City averred that the parties had mediated the case in February and reached an impasse. Then, according to the City, Bassett sent the parties a "mediator's proposal" for their consideration, and both parties accepted the proposal. The City further averred that Kennedy began communicating with the City on Crutcher's behalf, taking the position that the settlement agreement had not been finalized. The City asserted in the motion that the parties had a binding settlement agreement under

which the City was to pay Crutcher $850,000. The City asked the trial judge to either (1) order Crutcher to give the City payment instructions that accounted for Medlenka's lien claim or (2) order the City to pay $850,000 into the court's registry and then dismiss Crutcher's claims against the City with prejudice.

Also on May 14, Medlenka filed a motion to vacate the May 13 order that substituted Kennedy for Medlenka as Crutcher's attorney. Although Medlenka did not oppose the substitution itself, he complained that the order did not recognize his assertion of an attorney's lien, which he contended should be treated as his intervention in the lawsuit.

On May 29, Medlenka filed a document entitled "Notice of Attorney's Lien."

On June 5, Crutcher filed a response opposing the City's motion to enforce on several grounds. On June 6, the trial judge heard the motion to enforce. The judge orally ruled that she would grant the City's motion to deposit the money into the court's registry and sort the rest of the case out later.

On June 11, the judge signed an order in which she stated that "the settlement agreement between the parties is enforceable," ordered the City to deposit $850,000 into the court's registry, and stated that the City would be dismissed from the lawsuit with prejudice. That same day, the trial judge also signed (1) an order vacating her prior order granting Crutcher's motion to substitute Kennedy for Medlenka as her attorney and (2) an order that substituted Kennedy for Medlenka as Crutcher's

counsel but directed the parties to continue giving Medlenka and his law firm notice of events in the case.

On June 24, Medlenka filed a document entitled Intervention and Verified Motion to Release Funds from the Registry of the Court. In that document, Medlenka requested an order releasing $437,020.90 of the funds in the court's registry to him as attorney's fees and unreimbursed expenses. On that same day, according to the computer-generated docket sheet, the City filed a notice that it had tendered the funds and requested an order of dismissal.

On July 1, the trial judge signed an order dismissing the City from the case with prejudice.

The computer-generated docket sheet reflects that the trial judge heard Medlenka's motion to release funds on July 18; we have no reporter's record from this hearing. That same day the judge signed an order granting Medlenka's motion and ordering the disbursement of $437,020.90 to Medlenka from the court's registry.

On July 19, Medlenka filed a "First Supplemental Petition in Intervention-Verified." In that document Medlenka asserted a claim for the attorney's fees he had incurred in enforcing his attorney's lien. Specifically, he asked for attorney's fees, expenses, and "[l]ost interest" totaling $16,129.01.

On July 22, Medlenka filed a "Motion for Judgment and Motion to Release Funds" seeking the same relief. Later that same day, the trial judge signed a "Final

Judgment and Order to Release Funds" that ordered the disbursement of $16,129.01 to Medlenka and the rest of the deposited funds to Kennedy's IOLTA account.

On July 23, Crutcher filed a motion to strike Medlenka's intervention. It appears that this motion was never heard or ruled on.

On August 16, Crutcher filed her notice of appeal from the July 22 final judgment.

## II. ISSUES PRESENTED

Crutcher presents three issues on appeal.

In her first issue, Crutcher argues that the trial judge erred by granting the City's motion to enforce an alleged settlement agreement without requiring the City to bring a breach-of-contract claim against her and without holding a proper hearing.

In her second and third issues, Crutcher argues that the trial judge erred by ruling in Medlenka's favor on his intervention claims. She contends that the judge granted judgment for Medlenka before Crutcher's deadline to answer or otherwise respond had expired. She also complains about the lack of notice and the lack of an evidentiary hearing on Medlenka's intervention claims.

## III. ANALYSIS

We start with Crutcher's first issue, in which she complains about the trial judge's order granting the City's motion to enforce settlement agreement.

## A. Standard of Review and Applicable Law

We review a judge's decision to enforce a settlement agreement as an agreed judgment for abuse of discretion. *Staley v. Herblin*, 188 S.W.3d 334, 336 (Tex. App.—Dallas 2006, pet. denied). A trial judge abuses her discretion if (1) she fails to analyze or apply the law correctly or (2) she could reasonably reach only one decision as to factual matters or matters committed to her discretion and she fails to do so. *In re C.J.*, 689 S.W.3d 417, 420 (Tex. App.—Dallas 2024, no pet.).

If a party withdraws her consent to a settlement agreement, a trial judge may not render judgment on the agreement. *Staley*, 188 S.W.3d at 336. Instead, the agreement must be enforced as a contract, and the party seeking enforcement must pursue a breach-of-contract claim subject to the normal rules of pleading and proof. *Id*. That is, the party seeking enforcement must move for summary judgment or go to trial. *Id*. To allow enforcement of a disputed settlement agreement based on a mere motion and hearing would deprive a party of the right to be confronted by appropriate pleadings, assert defenses, conduct discovery, and submit contested fact issues to a judge or jury. *Id*. at 336–37; *see also Mantas v. Fifth Court of Appeals*, 925 S.W.2d 656, 658 (Tex. 1996) (orig. proceeding) (per curiam); *Padilla v. LaFrance*, 907 S.W.2d 454, 462 (Tex. 1995). In short, the law does not recognize any special, summary procedure for the enforcement of a settlement agreement. *Gunter v. Empire Pipeline Corp.*, 310 S.W.3d 19, 22 (Tex. App.—Dallas 2009, no pet.).

A party need not use any specific language to withdraw her consent to a settlement agreement before judgment is rendered. *See Aguinaga v. JAT Project Holdings Tex., LLC*, No. 05-24-00236-CV, 2025 WL 1570533, at *4 n.1 (Tex. App.—Dallas June 3, 2025, no pet.) (mem. op.). The proper inquiry is whether the trial judge possesses information clearly sufficient to put her on notice that a party's consent is lacking and that the judge should make further inquiry before rendering judgment. *Cooper v. Cooper*, No. 05-20-00507-CV, 2021 WL 1747856, at *3 (Tex. App.—Dallas May 4, 2021, no pet.) (mem. op.). The appellate court will set aside an agreed judgment if the trial judge possessed information reasonably calculated to prompt the judge to make further inquiry into the party's consent thereto and the inquiry, if pursued, would disclose the want of consent. *Id*.

**B. Application of the Law to the Facts**

Crutcher argues that the trial judge erred by granting the City's motion to enforce the settlement agreement, and we agree.

The pivotal question is whether the trial judge possessed information sufficient to put her on notice that Crutcher did not consent to the judgment the City sought before she granted the City's motion. *See id*. The record establishes that the judge possessed such information. The City's own motion to enforce acknowledges that Crutcher's attorney Kennedy had filed a notice with the court advising that the parties had agreed to stay certain deadlines "to allow the parties to continue settlement negotiations." This notice implied that the parties had not reached a final

agreement, at least in Crutcher's opinion. Beyond that, the day before the hearing of the City's motion to enforce, Crutcher filed a response in which she made several assertions that put the trial judge on notice that she did not consent to judgment based on the alleged settlement, including the following:

- "the City caused the alleged settlement to fail" by failing to timely fund the transaction;
- the parties had failed to agree on material terms concerning Crutcher's reinstatement or eligibility for rehire;
- "Because there is evidence that the settlement agreement was procured through fraud or misrepresentation, this Court cannot enforce the agreement"; and, in her prayer,
- "Should the Court decide to rule on the motion [to enforce settlement], it should [be] denied, because the City did not timely fund the transaction, and because there is evidence of fraud and/or misrepresentation in the procurement of that transaction."

Finally, during the hearing of the City's motion to enforce, Crutcher did not withdraw any of these assertions, and her attorney Kennedy discussed Crutcher's allegations that fraudulent representations had been made to her during mediation.

The City argues in response that Crutcher never notified the trial judge that she withdrew her consent from the settlement agreement. But, as recounted above, Crutcher filed a response advising the judge that the settlement had failed, that the parties had not reached agreement on all material terms, that the agreement was unenforceable because of fraud, and that Crutcher opposed the City's motion to enforce settlement. We conclude that this was enough to put the judge on notice that Crutcher did not consent at the time the judge granted the City's motion. *See Cooper*,

2021 WL 1747856, at *5 (holding that attorney's letter to court advising that provisions had been left out of proposed judgment on the parties' agreement put the trial judge on notice of duty to inquire further); *Le Jeune v. Robbins*, No. 10-16-00360-CV, 2021 WL 824991, at *1, *3 (Tex. App.—Waco Mar. 3, 2021, no pet.) (mem. op.) (holding that trial judge was on notice of lack of consent because party, among other things, filed a response asking judge to deny opposing party's motion for judgment on mediated settlement agreement).

The City also points to Crutcher's motion to strike Medlenka's intervention in which Crutcher recited that at a hearing on July 18, 2024, (1) Crutcher stated that she did not oppose Medlenka's request for $437,020.90 from the funds the City had deposited in the court's registry and (2) Crutcher requested the rest of the deposited funds. But Crutcher filed this motion not only after the trial judge had already granted the City's motion to enforce but after the trial judge had signed the final judgment in the case (disposing of Medlenka's intervention claim as well). We do not consider this filing in our analysis because we review a trial judge's rulings based on the materials before the judge at the time she acted. *See Beard v. Comm'n for Law. Discipline*, 279 S.W.3d 895, 902 (Tex. App.—Dallas 2009, pet. denied).

We conclude that the trial judge abused her discretion by granting the City's motion to enforce settlement agreement. The error was harmful because it led to the rendition of an improper judgment. *See* TEX. R. APP. P. 44.1(a)(1).

### C. Is Crutcher's appeal barred by the acceptance-of-benefits doctrine?

In its appellee's brief, the City argues in the alternative that Crutcher's appeal of the judgment in the City's favor is barred by the acceptance-of-benefits doctrine. We reject that argument for the following reasons.

The Texas Supreme Court thoroughly revamped the acceptance-of-benefits doctrine in *Kramer v. Kastleman*, 508 S.W.3d 211 (Tex. 2017). The doctrine is anchored in equity and bars an appeal if the appellant accepts the judgment's benefits and the opposing party is thereby disadvantaged. *Id*. at 217; *see also id*. at 214 (stating that merits-based disposition may not be denied absent acquiescence to the judgment to the opposing party's "irremediable disadvantage"). The burden of proving the doctrine rests on the party asserting it, and the failure to prove all essential elements is fatal. *Id*. at 217. A court considering a claim of acceptance-of-benefits estoppel must evaluate (1) whether the appealing party clearly intended to acquiesce in the judgement by asserting dominion over the assets awarded in the judgment; (2) whether the assets have been so dissipated as to prevent their recovery if the judgment is reversed or modified; and (3) whether the opposing party will be unfairly prejudiced. *Id*. at 227. The Court identified several nonexclusive factors to guide the inquiry:

- whether acceptance of benefits was voluntary or was the product of financial duress;
- whether the right to joint or individual possession and control preceded the judgment on appeal or exists only by virtue of the judgment;

- whether the assets have been so dissipated, wasted, or converted as to prevent their recovery if the judgment is reversed or modified;
- whether the appealing party is entitled to the benefit as a matter of right or by the nonappealing party's concession;
- whether the appeal, if successful, may result in a more favorable judgment but there is no risk of a less favorable one;
- if a less favorable judgment is possible, whether there is no risk the appellant could receive an award less than the value of the assets dissipated, wasted, or converted;
- whether the appellant affirmatively sought enforcement of rights or obligations that exist only because of the judgment;
- whether the issue on appeal is severable from the benefits accepted;
- the presence of actual or reasonably certain prejudice; and
- whether any prejudice is curable.

*Id*. at 228–29 (footnotes omitted).[1]

The City argues that Crutcher's appeal is barred by her acceptance of funds that the City tendered into the trial court's registry because (1) her acceptance of those funds was voluntary and (2) if we reverse the judgment, Crutcher will not be entitled to keep those funds as a matter of right. Although Crutcher did not respond to the City's argument in her reply brief, she asserted at oral argument that her

[1] The City's brief relies on *Lansink v. Paine*, No. 05-01-01783-CV, 2003 WL 559324 (Tex. App.—Dallas Feb. 28, 2003, no pet.) (mem. op.), for the premise that the acceptance-of-benefits doctrine involves only a simple two-part test. The multi-factor analysis subsequently adopted in *Kramer*, detailed above, supersedes any conflicting parts of the *Lansink* opinion. *See Mitschke v. Borromeo*, 645 S.W.3d 251, 256 (Tex. 2022) ("[L]ower courts must follow the precedents of all higher courts . . . ."). Accordingly, we focus on *Kramer*'s explication of the doctrine.

acceptance of the funds was not voluntary because federal tax law imputed receipt of those funds to her, creating a tax liability that she did not have the ability to pay.

In resolving this issue, we first consider whether the City has shown that Crutcher clearly intended to acquiesce in the judgment by accepting the funds that the City had tendered into the trial court's registry. *See id*. at 227; *see also id.* at 217 ("The burden of proving an estoppel rests on the party asserting it . . . ."). The record is sketchy on this point, but we glean from it the following information:

- Crutcher filed a response opposing the City's motion to enforce settlement;
- the trial judge granted the motion, and the City tendered $850,000 into the court's registry;
- Medlenka intervened and moved for the disbursement of $437,020.90 to him;
- at a hearing on July 18, 2024, Crutcher announced that she did not oppose Medlenka's motion seeking $437,020.90, and she requested the trial judge to award the rest of the money to her[2];
- also on July 18, 2024, the trial judge signed an order directing the disbursement of $437,020.90 from the court's registry to Medlenka;
- on July 19, 2024, Medlenka filed a supplemental petition in intervention seeking another $16,129.01 from the court's registry to compensate him for his efforts to recover the initial $437,020.90;
- on July 22, 2024, the trial judge signed a final judgment awarding Medlenka the $16,129.01 he asked for and giving the rest of the

[2] We do not have a reporter's record of the hearing, but Crutcher asserted these facts in her motion to strike Medlenka's intervention.

registry funds to Crutcher via her attorney Kennedy's IOLTA trust account;

- on July 23, 2024, apparently unaware of the final judgment signed the day before, Crutcher filed a motion to strike Medlenka's intervention in which she stated that she opposed Medlenka's request for an additional $16,129.01 but "will not oppose an order" that gave Medlenka the original amount of $437,020.90 and gave her the rest; and
- on August 16, 2024, Crutcher filed her notice of appeal.

*Kramer* instructs us to consider whether an appellant's acceptance of benefits was voluntary or the product of financial distress. *Id*. at 228. *Kramer* also cautions that, outside of the marital-dissolution context, economic necessity might not aid the appellant's cause unless the appellee caused the appellant's financial distress. *Id*. at 229 n.98. Here, the record is silent as to whether Crutcher's acceptance of the benefits of the judgment was voluntary, induced by financial distress unrelated to the City's conduct, or induced by financial distress caused by the City. Additionally, once the trial judge granted the City's motion to enforce settlement and Medlenka successfully sought a share of the deposited funds, Crutcher may have felt constrained to accept the rest of the funds. *Cf. 3CPL Holdings, LLC v. DFLC, Inc.*, No. 03-24-00850-CV, 2025 WL 2446348, at *4 (Tex. App.—Austin Aug. 26, 2025, pet. denied) (mem. op.) (holding that party's partial performance under judgment did not show clear intent to acquiesce, in part because party performed in order to avoid appointment of a receiver). In any event, the City bore the burden of proof,

and we conclude that the record does not show that Crutcher clearly intended to acquiesce in the judgment.

Next, *Kramer* instructs us to consider whether the assets received by the appellant have been so dissipated as to prevent their recovery if the judgment is reversed or modified. *See* 508 S.W.3d at 227. The record is silent on this point. At the oral argument of this appeal, Crutcher asserted that she had to take the money for reasons of tax liability, which arguably supports the premise that Crutcher could not repay the funds if we reverse the judgment. On the other hand, she did *not* say that she would be incapable of borrowing or otherwise obtaining replacement funds and restoring them to the City if we reverse the judgment. And we see nothing concerning whether the funds that were disbursed to Medlenka have been dissipated or not. Accordingly, the City has made, at best, a weak showing of this consideration.

Finally, *Kramer* instructs us to consider whether the City has been unfairly prejudiced. *See id*. As we just discussed, there is little or no evidence to support the premise that the assets have been dissipated beyond recovery, which would be one kind of prejudice to the City. Additionally, the question is whether the City will be *unfairly* prejudiced, and here the City shoulders some blame for the situation because it obtained an erroneous judgment based on a mere motion to enforce settlement agreement in contravention of settled precedent. On the other hand, this is not a situation in which Crutcher is entitled to keep as a matter of right the benefits she

accepted, and Crutcher may recover less from the City if we reverse the judgment and remand for further proceedings.

In sum, the City has not shown that Crutcher clearly intended to acquiesce in the judgment by asserting dominion over the tendered funds or that the assets have been so dissipated that they cannot be recovered. Nor has the City made a strong showing of unfair prejudice. Based on the record before us, and mindful that "an adjudication on the merits is preferred in Texas," *id*. (footnote omitted), we conclude that the City has not carried its burden of showing that Crutcher should be estopped from proceeding with her appeal.[3]

**D. Conclusion**

We sustain Crutcher's first issue on appeal and conclude that the trial judge erred by granting the City's motion to enforce settlement. It follows that the trial judge also erred by issuing the July 1, 2024 order dismissing the City from the case, the July 18, 2024 order releasing some of the deposited funds to Medlenka, and the July 22, 2024 final judgment that ordered the disbursement of the remainder of the deposited funds to Medlenka and to Kennedy's IOLTA account.

Because we are reversing the final judgment and remanding the case for further proceedings, we need not address Crutcher's second and third issues, which

[3] We base our decision on the record before us, and we express no opinion as to the trial judge's options as the case develops further after remand.

are both remand points complaining about the trial court's rulings in favor of Medlenka.

## IV. DISPOSITION

We reverse the trial court's judgment and remand the case for further proceedings consistent with this opinion.

/Dennise Garcia/
DENNISE GARCIA
JUSTICE