

TEXAS COURT OF APPEALS, THIRD DISTRICT, AT AUSTIN

Louisa Maria Tilleman v. Matthew John Tilleman

No. 03-25-00020-CV · No. 03-25-00020-CV · Decided May 29, 2026

SUMMARY

The Texas Court of Appeals, Third District, affirmed a divorce decree enforcing a mediated settlement agreement in a second divorce proceeding after the parties had nonsuited the first proceeding without prejudice. The court held that the statutorily compliant agreement survived the dismissal because it resolved present and future issues and did not specify that dismissal would terminate its enforceability.

CASE DETAILS

COURT	Texas Court of Appeals, Third District, at Austin
WRITING FOR THE COURT	Chief Justice Byrne; Justice Crump; Justice Ellis
JURISDICTION	Texas Court of Appeals, Third District at Austin
DECIDED	May 29, 2026
DOCKET	03-25-00020-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Louisa Maria Tilleman appealed from a final decree of divorce that incorporated the terms of a mediated settlement agreement and from the trial court's order granting Matthew John Tilleman's motion to enter judgment on that agreement.
STANDARD OF REVIEW	The decision to enter judgment on a mediated settlement agreement is reviewed for abuse of discretion. Contract construction is reviewed de novo because it is a question of law.
PRECEDENTIAL VALUE	Published memorandum opinion
PARTIES	Louisa Maria Tilleman v. Matthew John Tilleman

TOPICS

- family law procedure
- dissolution of marriage
- contract interpretation
- contracts
- appellate procedure

PRACTICE AREAS

- family law
- contracts
- civil procedure
- appellate procedure

QUESTIONS PRESENTED

1. Whether a statutory mediated settlement agreement executed during a divorce proceeding survives the parties' subsequent dismissal without prejudice of that proceeding.
2. Whether the language of the MSA limited its enforceability to the first divorce suit.
3. Whether the trial court abused its discretion by entering judgment on the MSA in the second divorce proceeding.

HOLDINGS

1. A statutorily compliant mediated settlement agreement survived the dismissal without prejudice of the first divorce proceeding and remained enforceable in the subsequent divorce proceeding.
2. The MSA's references to the pending action and to enforcement as if directly ordered by the court did not demonstrate an intent to limit the underlying agreement to the first proceeding.
3. The trial court did not abuse its discretion by entering judgment on the statutorily compliant MSA in the second divorce proceeding.

KEY QUOTATIONS

“A trial court generally does not have discretion to decline to enter judgment on or deviate from an MSA.” (at 3)

“Consistent with this reasoning, we conclude that the parties’ MSA survived the dismissal without prejudice.” (at 6)

“Dismissals without prejudice are, indeed, without prejudice.” (at 9)

FACTUAL BACKGROUND

The parties signed a mediated settlement agreement during their first divorce proceeding that purported to resolve all issues relating to the suit, including division of the marital estate and the care, custody, and support of their child. The MSA prominently stated that it was not subject to revocation and provided that its terms would be enforceable as if directly ordered by the court until a final order was entered. The parties then jointly nonsuited the first proceeding without prejudice, later reconciled unsuccessfully, and Matthew filed a second divorce proceeding seeking judgment on the MSA.

PROCEDURAL HISTORY

Matthew initially filed for divorce and custody of the parties' child. The parties and their attorneys executed a mediated settlement agreement, then jointly nonsuited the first divorce proceeding without prejudice. Matthew later filed a second divorce proceeding and sought enforcement of the MSA. The trial court granted judgment on the MSA and entered a final decree of divorce incorporating its terms. Louisa appealed, arguing that the MSA applied only to the first suit and that she had revoked her consent.

DISPOSITION

affirmed

CASES CITED

- In re Lee, 411 S.W.3d 445, 452, 455, 458-59 (Tex. 2013) (orig. proceeding)
- Highsmith v. Highsmith, 587 S.W.3d 771, 776 (Tex. 2019)
- Scruggs v. Linn, 443 S.W.3d 373, 378 (Tex. App.—Houston [14th Dist.] 2014, no pet.)
- Loya v. Loya, 526 S.W.3d 448, 451 (Tex. 2017)
- Sundown Energy LP v. HJSA No. 3, Ltd. P'ship, 622 S.W.3d 884, 888 (Tex. 2021) (per curiam)
- Italian Cowboy Partners, Ltd. v. Prudential Ins. Co. of Am., 341 S.W.3d 323, 333 (Tex. 2011)
- Heritage Res., Inc. v. NationsBank, 939 S.W.2d 118, 121 (Tex. 1996)
- Rosetta Res. Operating, LP v. Martin, 645 S.W.3d 212, 219 (Tex. 2022)
- Williams v. Finn, No. 01-17-00476-CV, 2018 WL 5071196, at *5 (Tex. App.—Houston [1st Dist.] Oct. 18, 2018, pet. denied) (mem. op.)
- Cojocar v. Cojocar, No. 03-14-00422-CV, 2016 WL 3390893, at *4 (Tex. App.—Austin June 16, 2016, no pet.) (mem. op.)
- Spence v. Davis, No. 03-22-00179-CV, 2023 WL 427063, at *3 n.1 (Tex. App.—Austin Jan. 27, 2023, no pet.) (mem. op.)
- In re Minix, 543 S.W.3d 446, 453 (Tex. App.—Houston [14th Dist.] 2018, orig. proceeding [mand. denied])
- Spiegel v. KLRU Endowment Fund, 228 S.W.3d 237, 241-42 (Tex. App.—Austin 2007, pet. denied)
- In re Marriage of Benavides, 712 S.W.3d 561, 568 (Tex. 2025)
- Whatley v. Bacon, 649 S.W.2d 297, 299 (Tex. 1983) (orig. proceeding)
- In re B.W.A., No. 03-25-00931-CV, 2026 WL 917433, at *6 (Tex. App.—Austin Apr. 1, 2026, orig. proceeding)
- In re C.T.H., No. 05-22-01202-CV, 2025 WL 3285467, at *8 (Tex. App.—Dallas Nov. 25, 2025, pet. filed)
- In re S.K.D., No. 05-11-00253-CV, 2014 WL 3058452, at *1-2 (Tex. App.—Dallas July 8, 2014, no pet.) (mem. op.)
- Sahagun v. Ibarra, 90 S.W.3d 860, 863 (Tex. App.—San Antonio 2002, no pet.)
- Epps v. Fowler, 351 S.W.3d 862, 868 (Tex. 2011)
- Welch v. Hrabar, 110 S.W.3d 601, 607 (Tex. App.—Houston [14th Dist.] 2003, pet. denied)
- Fortis Benefits v. Cantu, 234 S.W.3d 642, 649 (Tex. 2007)
- Town of Flower Mound v. Stafford Estates Ltd. P'ship, 135 S.W.3d 620, 628 (Tex. 2004)
- Cayan v. Cayan, 38 S.W.3d 161, 166 (Tex. App.—Houston [14th Dist.] 2000, pet. denied)