

COURT OF APPEALS, SECOND APPELLATE DISTRICT OF TEXAS AT FORT WORTH

Tyrice Holcomb v. XPROUSA Moshin, LLC

Holcomb · No. No. 02-26-00050-CV · Decided June 4, 2026

SUMMARY

The Texas Court of Appeals affirmed a summary judgment in favor of XPROUSA Moshin, LLC, holding that the pro se appellant’s claims concerning a defective motorcycle were barred by a settlement agreement and broad release. The court explained that pro se litigants are held to the same procedural standards as licensed attorneys and that the appellant did not challenge the validity or scope of the release. The court also denied his request for appellate review of materials uploaded to the cloud.

CASE DETAILS

COURT	Court of Appeals, Second Appellate District of Texas at Fort Worth
WRITING FOR THE COURT	Dabney Bassel; Kerr, J.; Bassel, J.; Wallach, J.
JURISDICTION	Court of Appeals, Second Appellate District of Texas at Fort Worth
DECIDED	June 4, 2026
DOCKET	No. 02-26-00050-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Holcomb appealed from a county court at law's traditional summary judgment in favor of XPROUSA Moshin, LLC, based on a settlement agreement and release arising from the sale of a motorcycle.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. For traditional summary judgment, the movant must conclusively establish that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. Once that burden is met, the nonmovant must specifically identify evidence raising a fact issue. The evidence is viewed in the light most favorable to the nonmovant, with reasonable inferences and doubts resolved in the nonmovant's favor. Interpretation of settlement agreements and releases is a question of law reviewed under ordinary contract-interpretation principles.
PRECEDENTIAL VALUE	Published memorandum opinion; precedential status is not otherwise explained in the opinion.

TOPICS

summary judgment

contract interpretation

appellate procedure

civil procedure

contracts

PRACTICE AREAS

civil procedure

appellate procedure

contracts

consumer protection

QUESTIONS PRESENTED

1. Whether the trial court properly granted traditional summary judgment based on the parties' settlement agreement and release.
2. Whether Holcomb's pro se status entitled him to relaxed procedural standards or special accommodations on appeal.
3. Whether Holcomb preserved a legal challenge to the validity or scope of the settlement agreement and release.

HOLDINGS

1. A pro se litigant is held to the same standards as a licensed attorney and must comply with all applicable procedural rules; no special allowance is made solely because the litigant is not a lawyer.
2. A traditional summary judgment is proper when the movant conclusively establishes that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law; after the movant meets that burden, the nonmovant must raise a fact issue with specifically identified supporting proof.
3. A facially valid release is a complete bar to actions based on matters covered by the release; once the release is properly pleaded, the opposing party bears the burden of offering proof that it should be set aside. A broad release is enforced according to its terms when it mentions the claim or clearly encompasses its subject matter.

KEY QUOTATIONS

“A pro se litigant is held to the same standard that applies to a licensed attorney.” (at 4)

“Generally, [a] release, valid on its face, is, until set aside, a complete bar to any action based on matters covered in the release.” (at 7)

“Without an argument that challenges the validity of the settlement agreement or the breadth of the release, we have no basis to examine the trial court’s summary- judgment ruling.” (at 10)

FACTUAL BACKGROUND

Holcomb purchased a motorcycle from XPROUSA Moshin and later alleged that it was defective. The parties executed a settlement agreement under which Holcomb returned the motorcycle, received a refund to his credit card, agreed to dismiss the small-claims case, and released further claims, demands, or liabilities related to the

transaction. Holcomb did not present controverting evidence or argue in the trial court or on appeal that the settlement was invalid or that his asserted claims fell outside the release.

PROCEDURAL HISTORY

Holcomb sued XPROUSA Moshin in justice court, alleging that the company sold him a defective motorcycle. The parties entered into a settlement under which Holcomb returned the motorcycle, received a refund, and released claims relating to the transaction; the justice court dismissed the case with prejudice. After Holcomb appealed to the county court at law, the appellee moved for traditional summary judgment, which the trial court granted, ordering that Holcomb take nothing and awarding the appellee \$6,316 in attorney's fees. The court of appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Weaver v. E-Z Mart Stores, Inc., 942 S.W.2d 167, 169 (Tex. App.—Texarkana 1997, no writ)
- Brown v. Tex. Emp. Comm'n, 801 S.W.2d 5, 8 (Tex. App.—Houston [14th Dist.] 1990, writ denied)
- Bailey v. Rogers, 631 S.W.2d 784, 786 (Tex. App.—Austin 1982, no writ)
- Maddox v. Hutchens, No. 02-02-00159-CV, 2003 WL 21983260, at *1 (Tex. App.—Fort Worth Aug. 21, 2003, no pet.)
- Smale v. Williams, 590 S.W.3d 633, 639 (Tex. App.—Texarkana 2019, no pet.)
- Paselk v. Rabun, 293 S.W.3d 600, 611 (Tex. App.—Texarkana 2009, pet. denied)
- Weekley Homes, LLC v. Paniagua, 691 S.W.3d 911, 915 (Tex. 2024)
- Travelers Ins. Co. v. Joachim, 315 S.W.3d 860, 862 (Tex. 2010)
- Nixon v. Mr. Prop. Mgmt. Co., 690 S.W.2d 546, 548 (Tex. 1985)
- Stanfield v. Neubaum, 494 S.W.3d 90, 96-97 (Tex. 2016)
- City of Houston v. Clear Creek Basin Auth., 589 S.W.2d 671, 678 (Tex. 1979)
- Lufkin Mall Realty Holding LLC v. Lufkin Inv. Partners LLC, 721 S.W.3d 629, 634 (Tex. App.—Tyler 2025, no pet.)
- Mann Frankfort Stein & Lipp Advisors, Inc. v. Fielding, 289 S.W.3d 844, 848 (Tex. 2009)
- 20801, Inc. v. Parker, 249 S.W.3d 392, 399 (Tex. 2008)
- Fontana Evolution, LLC v. SCP Distribs., LLC, No. 02-22-00211-CV, 2023 WL 308176, at *4 (Tex. App.—Fort Worth Jan. 19, 2023, no pet.)
- Italian Cowboy Partners, Ltd. v. Prudential Ins. Co. of Am., 341 S.W.3d 323, 333 (Tex. 2011)
- McMahan v. Greenwood, 108 S.W.3d 467, 478 (Tex. App.—Houston [14th Dist.] 2003) (op. on reh'g), pet. denied
- Deer Creek Ltd. v. N. Am. Mortg. Co., 792 S.W.2d 198, 201 (Tex. App.—Dallas 1990, no writ)
- Sweeney v. Taco Bell, Inc., 824 S.W.2d 289, 291 (Tex. App.—Fort Worth 1992, writ denied)

- Victoria Bank & Tr. Co. v. Brady, 811 S.W.2d 931, 938 (Tex. 1991)
- Baty v. ProTech Ins. Agency, 63 S.W.3d 841, 848 (Tex. App.—Houston [14th Dist.] 2001) (op. on reh'g), pet[s]. denied
- Schlumberger Tech. Corp. v. Swanson, 959 S.W.2d 171, 180-81 (Tex. 1997)
- Anheuser-Busch Cos. v. Summit Coffee Co., 858 S.W.2d 928, 932 (Tex. App.—Dallas 1993, writ denied), judgment vacated and case remanded on other grounds, 514 U.S. 1001, 115 S. Ct. 1309 (1995)
- Hoyt v. Harbor Lakes Homeowners Ass'n, No. 02-20-00061-CV, 2021 WL 2966133, at *5 (Tex. App.—Fort Worth July 15, 2021, no pet.)

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