

COURT OF APPEALS FOR THE SEVENTH DISTRICT OF TEXAS AT
AMARILLO

Ethan Allen-Scott Mitchell v. Hayley Ellen Mitchell

No. 07-26-00058-CV · No. No. 07-26-00058-CV · Decided May 19, 2026

SUMMARY

The Texas Seventh Court of Appeals affirmed a divorce decree after concluding that Ethan Mitchell failed to preserve his complaint that the trial court denied an evidentiary hearing on his motion to set aside a mediated settlement agreement. The court held that Mitchell did not present or offer evidence establishing fraud, duress, coercion, or similar grounds, and did not timely request a ruling or otherwise preserve the issue for appellate review. The court also denied his pending motion for emergency relief.

CASE DETAILS

COURT	Court of Appeals for the Seventh District of Texas at Amarillo
WRITING FOR THE COURT	Laura A. W. Pratt; Parker, C.J.; Doss, J.; Pratt, J.
JURISDICTION	Court of Appeals for the Seventh District of Texas at Amarillo
DECIDED	May 19, 2026
DOCKET	No. 07-26-00058-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appellant appealed a final decree of divorce, challenging the trial court's denial of an evidentiary hearing on his motion to set aside a mediated settlement agreement.
STANDARD OF REVIEW	Abuse of discretion for the trial court's determination whether to hold an evidentiary hearing concerning a mediated settlement agreement; preservation of error is governed by Texas Rule of Appellate Procedure 33.1.
PRECEDENTIAL VALUE	Published memorandum opinion; the source metadata identifies the opinion as published.
PARTIES	Ethan Allen-Scott Mitchell v. Hayley Ellen Mitchell

TOPICS

- divorce
- family law procedure
- preservation of error
- appellate procedure
- evidence

PRACTICE AREAS

Family law

Appellate procedure

Evidence

QUESTIONS PRESENTED

1. Whether the trial court abused its discretion by denying an evidentiary hearing on Ethan Mitchell's motion to set aside the mediated settlement agreement.
2. Whether Ethan Mitchell preserved for appellate review his complaint that an evidentiary hearing was required based on alleged fraud, duress, and coercion.

HOLDINGS

1. The binding nature of a mediated settlement agreement under section 6.602 does not completely prohibit challenges based on fraud, duress, coercion, nondisclosure, or other dishonest misconduct; a court need not enforce an agreement procured by such means.
2. Ethan failed to preserve error because he did not timely bring the complaint to the trial court's attention, request a ruling on the need for an evidentiary hearing, object when the court proceeded without testimony, request permission to present evidence, or make an offer of proof.
3. A mediated settlement agreement that satisfies section 6.602 may not be set aside merely because of a best-interest determination or changed circumstances that could support modification of an order.

KEY QUOTATIONS

“To preserve error for appellate review, a party must make a timely request to the trial court that sets forth the grounds for the ruling sought “with sufficient specificity to make the trial court aware of the complaint, unless the specific grounds were apparent from the context” and obtain a ruling.” (at 3)

“Showing that a motion was filed with the court clerk does not constitute proof that the motion was brought to the trial court’s attention or presented to the trial court with a request for a ruling.” (at 5)

“When a hearing is required to delve into a question of fact, it is the movant’s burden to request the hearing and to not allow the motion to be overruled by operation of law.” (at 6)

FACTUAL BACKGROUND

Ethan and Hayley Mitchell married in April 2013 and had three children. During their divorce proceeding, they signed a mediated settlement agreement in May 2025. Ethan later alleged that the agreement was procured through fraud, duress, coercion, threats, extortion, concealment, and fraudulent misrepresentations, but at the hearing he did not present evidence, make an offer of proof, request permission to call witnesses, or object when the court proceeded without testimony.

PROCEDURAL HISTORY

Ethan Mitchell filed for divorce in November 2024. After the parties signed a mediated settlement agreement in May 2025, he moved to set it aside based on fraud, duress, and coercion. The trial court heard argument, declined to take additional evidence, denied the motion, entered a final divorce decree, and later overruled

Mitchell's motion for new trial by operation of law. The court of appeals overruled his sole issue and affirmed, also denying his pending motion for emergency relief.

DISPOSITION

affirmed

CASES CITED

- Emami v. Emami, No. 02-21-00319-V, 2022 Tex. App. LEXIS 5840, at *11-12 (Tex. App.—Fort Worth Aug. 11, 2022, no pet.) (mem. op.)
- Milner v. Milner, 361 S.W.3d 615, 618-19 (Tex. 2012)
- In re Torres, 688 S.W.3d 359, 366 (Tex. App.—Dallas 2024, orig. proceeding)
- Boyd v. Boyd, 67 S.W.3d 398, 403-05 (Tex. App.—Fort Worth 2002, no pet.)
- Morse v. Morse, 349 S.W.3d 55, 56 (Tex. App.—El Paso 2010, no pet.)
- Thota v. Young, 366 S.W.3d 678, 689 (Tex. 2012)
- In re Lee, 411 S.W.3d 445, 450 (Tex. 2013)
- Dinkins v. Calhoun, No. 02-17-00081-CV, 2018 Tex. App. LEXIS 3519, at *11 (Tex. App.—Fort Worth May 17, 2018, no pet.) (mem. op.)
- D Design Holdings, L.P. v. MMP Corp., 339 S.W.3d 195, 204 (Tex. App.—Dallas 2011, no pet.)
- In re Davidson, 153 S.W.3d 490, 491 (Tex. App.—Amarillo 2004, no pet.)
- In re Purported Lien or Claim Against Collin Cty. Clerk Taylor, 219 S.W.3d 620, 623 (Tex. App.—Dallas 2007, pet. denied)
- In re Expunction of J.A.L., 630 S.W.3d 249, 251-52 (Tex. App.—El Paso 2020, no pet.)
- Goesling v. Am. Airlines, Inc., No. 02-22-00338-CV, 2023 Tex. App. LEXIS 8178, at *35-36 (Tex. App.—Fort Worth Oct. 26, 2023, pet. denied) (mem. op.)

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