

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

Capital City Security, LLC; Alfonso Valenciano; and Lorena Valenciano v. Pro-Vision Solutions, LLC

Capital City Security, LLC v. Pro-Vision Solutions, LLC, No. 02-25-00385-CV (Tex. App.—Fort Worth Mar. 19, 2026) (mem. op.) · No. No. 02-25-00385-CV · Decided March 19, 2026

SUMMARY

The Texas Court of Appeals, Second Appellate District, affirmed a no-answer default judgment awarding damages, interest, and attorney’s fees to Pro-Vision Solutions, LLC. The court held that although the petition was not supported by the affidavit required for a sworn-account claim, the pleaded breach-of-contract theory independently supported the judgment. The court also concluded that the judgment’s recitals did not limit the judgment to the sworn-account theory.

CASE DETAILS

COURT	Court of Appeals, Second Appellate District of Texas at Fort Worth
WRITING FOR THE COURT	Mike Wallach; Sudderth, C.J.; Womack, J.; Wallach, J.
JURISDICTION	Court of Appeals, Second Appellate District of Texas at Fort Worth
DECIDED	March 19, 2026
DOCKET	No. 02-25-00385-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Restricted appeal from a no-answer default judgment awarding the appellee damages for breach of contract, interest, and attorney's fees.
STANDARD OF REVIEW	Restricted-appeal review; the appellants had to establish timely notice of restricted appeal, party status, nonparticipation in the hearing and failure to file timely postjudgment motions or requests for findings, and error apparent on the face of the record. The sufficiency of the pleadings to constitute a suit on a sworn account is reviewed de novo as a matter of law.
PRECEDENTIAL VALUE	Unpublished memorandum opinion; precedential effect not established from the source text.
PARTIES	Capital City Security, LLC, Alfonso Valenciano, Lorena Valenciano v. Pro-Vision Solutions, LLC

TOPICS

default judgment breach of contract appellate procedure civil procedure standard of review

PRACTICE AREAS

civil procedure contracts commercial litigation appellate procedure

QUESTIONS PRESENTED

1. Whether the absence of a Rule 185 affidavit made the no-answer default judgment unsupported on the face of the record.
2. Whether the default judgment had to be reversed when the petition pleaded both a sworn-account claim and an alternative breach-of-contract claim, and the judgment's decretal language did not identify the theory supporting the award.
3. Whether the trial court's reference to a claim being liquidated and proven by an open account supported the breach-of-contract theory even if it was considered part of the judgment.

HOLDINGS

1. A petition that does not comply with Texas Rule of Civil Procedure 185 cannot support a default judgment on a sworn-account claim, but reversal is not required when an independently pleaded breach-of-contract theory fully supports the judgment.
2. The factual recitals preceding the decretal language are not the court's judgment; when the decretal portion does not specify the theory of recovery, an unchallenged alternate theory supporting the award is sufficient to affirm.
3. A sworn account is a procedural means of expediting recovery in qualifying contract actions, not an independent cause of action; a liquidated claim may therefore be both a breach-of-contract claim and a suit on a sworn account.

KEY QUOTATIONS

“A sworn account is a procedural means to expedite recovery in certain qualifying contract actions under Rule 185; it is not an independent cause of action.” (8)

“The court’s “judgment” is not the factual recitations preceding the decretal portion of the judgment, findings of fact, or the trial court’s recommendation as to the litigants’ future course.” (7)

FACTUAL BACKGROUND

Pro-Vision alleged that it entered two service contracts with Capital City Security for security-software subscriptions and accompanying devices valued at \$51,925.68. It alleged that the account remained unpaid and that Alfonso and Lorena Valenciano were individually liable under Texas Tax Code sections 171.252 and 171.255 after Capital City forfeited its charter. Pro-Vision attached the contracts, a sales order, and an invoice, but did not attach a sworn-account affidavit. The defendants did not answer, and the trial court awarded principal, interest, attorney's fees, and costs.

PROCEDURAL HISTORY

Pro-Vision sued Capital City Security, Alfonso Valenciano, and Lorena Valenciano in Denton County Court at Law No. 2, pleading suit on a sworn account and, alternatively, breach of contract. None of the defendants answered, and the trial court entered a no-answer default judgment. The defendants did not file a motion for new trial and pursued a restricted appeal, arguing that error appeared on the face of the record because the petition lacked the affidavit required for a sworn-account claim.

DISPOSITION

affirmed

CASES CITED

- Brown v. Brookshires Grocery Store, 10 S.W.3d 351, 355 (Tex. App.—Dallas 1999, pet. denied)
- Allied Bank of Dall. v. Pleasant Homes, Inc., 757 S.W.2d 460, 463 (Tex. App.—Dallas 1988), writ denied, 776 S.W.2d 153 (Tex. 1989)
- Dr. Mylissa's Med. Boutique LLC v. Balboa Cap. Corp., No. 02-25-00271-CV, 2025 WL 3119021, at *2 (Tex. App.—Fort Worth Nov. 6, 2025, no pet.) (mem. op.)
- Alexander v. Lynda's Boutique, 134 S.W.3d 845, 848 n.5 (Tex. 2004)
- Morgan v. Compugraphic Co., 675 S.W.2d 729, 731 (Tex. 1984)
- Norman Commc'ns v. Tex. Eastman Co., 955 S.W.2d 269, 270 (Tex. 1997)
- Taylor v. State, 293 S.W.3d 913, 916 (Tex. App.—Austin 2009, no pet.)
- Nanchary v. HH Law Firm, PC, No. 05-24-00650-CV, 2025 WL 2606628, at *5 (Tex. App.—Dallas Sept. 8, 2025, no pet.) (mem. op.)
- Woodhaven Partners, Ltd. v. Shamoun & Norman, L.L.P., 422 S.W.3d 821, 832 (Tex. App.—Dallas 2014, no pet.)
- Coon v. Pettijohn Plumbing, Inc., 587 S.W.2d 551, 553 (Tex. App.—Fort Worth 1979, no writ)
- Vortek Aviation LLC v. Krachinski, No. 01-18-00165-CV, 2019 WL 3331027, at *7 (Tex. App.—Houston [1st Dist.] July 25, 2019, no pet.) (mem. op.)
- Collins v. Green, No. 05-11-00893-CV, 2012 WL 5984797, at *2 (Tex. App.—Dallas Nov. 28, 2012, no pet.) (mem. op.)
- Alcantar v. Okla. Nat'l Bank, 47 S.W.3d 815, 823 (Tex. App.—Fort Worth 2001, no pet.)
- In re Thompson, 991 S.W.2d 527, 532 (Tex. App.—Beaumont 1999, orig. proceeding)
- Redwine v. Peckinpugh, 535 S.W.3d 44, 49 (Tex. App.—Tyler 2017, no pet.)
- Rizk v. Fin. Guardian Ins. Agency, Inc., 584 S.W.2d 860, 862 (Tex. 1979)
- S. Mgmt. Servs., Inc. v. SM Energy Co., 398 S.W.3d 350, 353-54 (Tex. App.—Houston [14th Dist.] 2013, no pet.)
- Moore v. McKinney, 151 S.W.2d 255, 260 (Tex. App.—Dallas 1941, no writ) (op. on reh'g)

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