

Question

The initial orders evolved into a settlement that the user did not agree to. Under Texas law, a settlement agreement must be entered into voluntarily and with the consent of all parties involved. Since the user did not agree to the settlement, it lacks the necessary consent to be valid. Therefore, the orders resulting from this settlement should be considered void.

Answer (Texas)

Introduction:

The issue at hand is whether a settlement agreement, which the user did not agree to, is valid under Texas law. The user contends that the settlement lacks the necessary consent to be enforceable, and therefore, any orders resulting from this settlement should be considered void. This note outlines the legal arguments supporting the user's position, drawing on relevant facts and legal principles to demonstrate that the settlement agreement is invalid due to the absence of voluntary consent.

Relevant Facts and Assumptions:

In this case, the following facts are relevant:

1. The user did not agree to the terms of the settlement agreement.
2. The settlement agreement was not signed by the user, nor was it made in open court and entered of record.
3. The initial orders evolved into a settlement without the user's consent.

These facts form the basis of the user's argument that the settlement agreement is void due to the lack of necessary consent.

Legal Principles:

The following legal principles are applicable:

Consent and Enforceability of Settlement Agreements: Under Texas law, a settlement agreement must be entered into voluntarily and with the consent of all parties involved. This principle is established in Tex. Civ. Prac. & Rem. Code § 154.071, which states that a settlement agreement is enforceable as a contract only if it is executed in writing by the parties involved. This is further supported by [7 Tex. Admin. Code § 93.204](#), which requires that a settlement be reduced to writing, signed by the parties, and made part of the record, or dictated into the record during a hearing.

Rule 11 of the Texas Rules of Civil Procedure: Rule 11 mandates that no agreement between attorneys or parties touching any suit pending will be enforced unless it is in writing, signed, and filed with the court records, or made in open court and entered of record. This rule is designed to prevent disputes over oral agreements and ensure that all parties have voluntarily consented to the terms ([Thompson v. Thompson-Hamilton Eng'g Servs.](#), 2023).

Consent at the Time of Judgment: Consent must exist at the time an agreed judgment is rendered. If consent is lacking, the judgment is considered void ([Tidwell v. Tidwell](#), 2019; [Kennedy v. Hyde](#), 1984).

Enforcement as a Contract: If a party withdraws consent to a settlement agreement, the court may enforce it only as a written contract, requiring a separate breach of contract claim ([Pena v. Smith](#), 2010; [Mantas v. Fifth Court of Appeals](#), 1996).

Mutual Assent and Meeting of the Minds: For a settlement to be binding, there must be a meeting of the minds and mutual assent to all material terms ([Mid-Year Developments: Stipulations Of Settlements](#), 2023).

These principles are relevant because they underscore the necessity of voluntary consent and mutual agreement for a settlement to be enforceable under Texas law.

Application and Analysis:

Applying the law to the facts, it follows that:

Given that the user did not agree to the settlement and did not sign the agreement, the settlement lacks the necessary consent to be enforceable. Under Tex. Civ. Prac. & Rem. Code § 154.071 and Rule 11, a settlement agreement must be in writing, signed, and filed with the court, or made in open court and entered of record. This requirement ensures that all parties have voluntarily consented to the terms. The absence of the user's signature or consent means the settlement does not meet these requirements, rendering it unenforceable ([Thompson v. Thompson-Hamilton Eng'g Servs.](#), 2023; [W. Star Transp., Inc. v. Robison](#), 2015).

Furthermore, the principle that consent must exist at the time an agreed judgment is rendered supports the user's position. Without the user's consent, any judgment based on the settlement is void ([Tidwell v. Tidwell](#), 2019; [Kennedy v. Hyde](#), 1984).

Additionally, if the user did not agree to the settlement, it lacks the mutual assent required for a binding agreement. The necessity of a meeting of the minds and mutual assent to all material terms is a fundamental principle in contract law, and its absence invalidates the settlement ([Mid-Year Developments: Stipulations Of Settlements](#), 2023).

Key Submissions:

The settlement agreement is unenforceable due to the lack of the user's consent, as required by Tex. Civ. Prac. & Rem. Code § 154.071 and Rule 11 of the Texas Rules of Civil Procedure.

Any judgment based on the settlement is void because consent did not exist at the time the judgment was rendered ([Tidwell v. Tidwell](#), 2019; [Kennedy v. Hyde](#), 1984).

The absence of mutual assent and a meeting of the minds further invalidates the settlement agreement (Mid-Year Developments: Stipulations Of Settlements, 2023).

Alternative Arguments:

Alternatively, if the court finds that the user implicitly agreed to the settlement through conduct, the argument remains strong due to the requirement that any modifications to a settlement agreement must occur with mutual consent (CHAPTER 4-I. UNINTENTIONALLY VALID SETTLEMENT AGREEMENTS).

Areas of Risk:

The argument is potentially weakened by the fact that the user's lack of consent may be challenged if there is evidence of implicit agreement or conduct suggesting consent. However, mitigating this risk by emphasizing the necessity of explicit written consent and the requirements of Rule 11 may strengthen the user's position ([W. Star Transp., Inc. v. Robison](#), 2015).

Conclusion:

Based on the facts and legal principles discussed, the strongest argument is that the settlement agreement is void due to the lack of the user's consent. The user has a solid basis for challenging the validity of the settlement and any resulting orders, as demonstrated by the application of the law to the facts. The absence of a written, signed agreement and the lack of mutual assent are critical factors supporting the user's position.

Legal Authorities

[Kennedy v. Hyde, 682 S.W.2d 525 \(Tex. 1984\)](#)

Texas Supreme Court

Extract

Burnaman stands for the proposition that, notwithstanding a valid Rule 11 agreement, consent must exist at the time an agreed judgment is rendered. See also Quintero v. Jim Walter Homes, Inc., 654 S.W.2d 442 (Tex. 1983); Samples Exterminators v. Samples, 640 S.W.2d 873 (Tex. 1982); 4 R. McDonald, Texas Civil Practice in District and County Courts § 17.22 (1971). Matthews v. Looney, 132 Tex. 313, 123 S.W.2d 871 (1939), demonstrates that an agreement not in compliance with the rule will not support a consent judgment.

Summary

The passage emphasizes the necessity of consent at the time an agreed judgment is rendered, even if there is a valid Rule 11 agreement. This supports the proposition that a settlement agreement must be entered into voluntarily and with the consent of all parties involved. If a party, such as the user in this case, did not agree to the settlement, then the necessary consent is lacking, rendering the orders resulting from the settlement void.

[City of Roanoke v. Town of Westlake, 111 S.W.3d 617 \(Tex. App. 2003\)](#)

Texas Court of Appeals

Extract

Although a court may not render an agreed judgment absent consent at the time it is rendered, the court may nevertheless enforce a settlement agreement that complies with Rule 11 as a contract, even after one party has withdrawn its consent. Padilla, 907 S.W.2d at 460 (holding trial court erred in refusing to enforce settlement agreement that complied with Rule 11 although one party had withdrawn consent); see also Burnaman v. Heaton, 150 Tex. 333, 338, 240 S.W.2d 288, 291 (1951) (reversing consent judgment where plaintiff contended her attorney lacked authority to agree to settlement before judgment rendered, but without prejudice to defendants' right to plead and prove agreement as contract).

Summary

A court cannot render an agreed judgment without the consent of all parties at the time it is rendered. This supports the proposition that a settlement agreement must be entered into voluntarily and with the consent of all parties involved. If the user did not agree to the settlement, it lacks the necessary consent to be valid. The passage also references cases where consent was withdrawn or questioned, reinforcing the importance of consent in settlement agreements.

[Pena v. Smith, 321 S.W.3d 755 \(Tex. App. 2010\)](#)

Texas Court of Appeals

Extract

A trial court cannot render an agreed judgment after a party has withdrawn its consent to a settlement agreement. *Padilla v. LaFrance*, 907 S.W.2d 454, 461 (Tex. 1995); *Quintero v. Jim Walter Homes, Inc.*, 654 S.W.2d 442, 444 (Tex. 1983). After consent has been withdrawn, a court may enforce a settlement agreement 'only as a written contract.' *Mantas v. Fifth Court of Appeals*, 925 S.W.2d 656, 658 (Tex. 1996); see Tex. Civ. Prac. & Rem. Code § 154.071(a) (Vernon 2005) (providing that a settlement agreement is enforceable 'in the same manner as any other contract'). Thus, the party seeking enforcement must pursue a separate breach of contract claim, which is subject to the normal rules of pleading and proof.

Summary

A trial court cannot render an agreed judgment if a party has withdrawn consent to a settlement agreement. This supports the proposition that a settlement agreement must be entered into voluntarily and with the consent of all parties involved. If consent is withdrawn, the settlement can only be enforced as a written contract, requiring a separate breach of contract claim. This aligns with the proposition that without the user's agreement, the settlement lacks the necessary consent to be valid, and any resulting orders should be considered void.

[Moseley v. Emco Mach. Works Co., 890 S.W.2d 529 \(Tex. App. 1994\)](#)

Texas Court of Appeals

Extract

Rule 11, Texas Rules of Civil Procedure provides that 'no agreement between attorneys or parties touching any suit pending will be enforced unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.' ... The appellate court held that the trial court improperly rendered judgment recognizing that Texas law has long held that where a trial court knows, or should know, that if a party withdraws its consent at the time an agreement is to become the judgment of the court, a court may not render judgment based upon the agreement.

Summary

Under Texas law, a settlement agreement must be in writing, signed, and filed with the court records, or made in open court and entered of record to be enforceable. Additionally, if a party does not consent to the agreement at the time it is to become a court judgment, the court cannot render judgment based on that agreement. This supports the proposition that if the user did not agree to the settlement, it lacks the necessary consent to be valid, and any orders resulting from it should be considered void.

[Tidwell v. Tidwell, No. 08-17-00120-CV \(Tex. App. Sep 30, 2019\)](#)

Texas Court of Appeals

Extract

When the parties enter into a settlement agreement of pending litigation, consent to the judgment must exist at the time an agreed judgment is rendered. *Kennedy v. Hyde*, 682 S.W.2d 525, 528 (Tex. 1984); *Stein v. Stein*, 868 S.W.2d 902, 903 (Tex. App.—Houston [14th Dist.] 1994, no writ). Without consent, the judgment is void.

Summary

Under Texas law, a settlement agreement requires the consent of all parties at the time the judgment is rendered. If consent is lacking, the judgment is considered void. This directly supports the proposition that if the user did not agree to the settlement, it lacks the necessary consent to be valid, and thus, any orders resulting from it should be void.

[Garcia v. Harding, 545 S.W.3d 8 \(Tex. App. 2017\)](#)

Texas Court of Appeals

Extract

Parties may enforce settlement agreements entered into during the pendency of litigation in one of two ways. First, if the agreement is reduced to writing, filed with the court, and neither party has withdrawn their consent, the trial court can enter an agreed judgment consistent with the terms of the agreement. ... Such an agreement meets the requirements of TEX.R.CIV.P. 11 which states, '[u]nless otherwise provided in these rules, no agreement between attorneys or parties touching any suit pending will be enforced unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.'

Summary

Requirements for a settlement agreement to be enforceable under Texas law. It must be in writing, signed, and filed with the court, or made in open court and entered of record. Importantly, the passage emphasizes that neither party should have withdrawn their consent for the agreement to be enforceable. This

supports the proposition that if a party did not agree to the settlement, it lacks the necessary consent and thus cannot be considered valid.

[Thompson v. Thompson-Hamilton Eng'g Servs.](#)

Texas Court of Appeals

Extract

By referring to Section 154.071 and Rule 11, both of which require the signing of a written agreement to establish an enforceable settlement agreement, the Agreement by its unambiguous terms requires the parties' signatures to make it enforceable. See Tex. Civ. Prac. & Rem. Code § 154.071(a) ('If the parties reach a settlement and execute a written agreement disposing of the dispute, the agreement is enforceable in the same manner as any other written contract.'); Tex.R.Civ.P. 11 ('Unless otherwise provided in these rules, no agreement between attorneys or parties touching any suit pending will be enforced unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.').

Summary

The passage highlights the necessity of a written and signed agreement for a settlement to be enforceable under Texas law, as per Section 154.071 and Rule 11. This requirement ensures that all parties have voluntarily consented to the terms of the settlement. If a party did not agree or did not sign the agreement, it would lack the necessary consent and thus be unenforceable. This directly supports the proposition that a settlement without the user's agreement is invalid.

[Padilla v. LaFrance, 875 S.W.2d 730 \(Tex. App. 1994\)](#)

Texas Court of Appeals

Extract

In Buffalo Bag Co. v. Joachim, 704 S.W.2d 482 (Tex.App.--Houston [14th Dist.] 1986, writ ref'd.), we held: 'Notwithstanding a valid Rule 11 agreement, consent must exist at the time an agreed judgment is rendered.' ... We held that the 'agreement' was not enforceable. ... Rule 11 prevents this type of dispute within a dispute, and clearly outlines what must be done to make any 'agreement between attorneys or parties touching any suit pending' enforceable. We hold the settlement agreement in this case was subject to Rule 11, did not comply with Rule 11, and is not enforceable under contract law.

Summary

Necessity of consent at the time an agreed judgment is rendered, as per Texas Rule of Civil Procedure 11. It emphasizes that a settlement agreement must comply with Rule 11 to be enforceable, which includes being in writing, signed, and filed, or made in open court and entered of record. The case cited, Buffalo Bag Co. v. Joachim, further supports the requirement of consent at the time of judgment. This aligns with the proposition that without the user's agreement, the settlement lacks the necessary consent and is therefore void.

[W. Star Transp., Inc. v. Robison, 457 S.W.3d 178 \(Tex. App. 2015\)](#)

Texas Court of Appeals

Extract

In that regard, Rule 11 of the Texas Rules of Civil Procedure mandates: 'Unless otherwise provided in these Rules, no agreement between attorneys or parties touching any suit pending will be enforced unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.' Rule 11 was designed to avoid disputes concerning oral settlement agreements.

Summary

For a settlement agreement to be enforceable in Texas, it must comply with Rule 11 of the Texas Rules of Civil Procedure. This rule requires that the agreement be in writing, signed, and filed with the court, or made in open court and entered of record. This requirement is designed to prevent disputes over oral agreements and ensure that all parties have voluntarily consented to the terms. If the user did not agree to the settlement, it would lack the necessary consent and would not meet the requirements of Rule 11, rendering it unenforceable.

[Mantas v. Fifth Court of Appeals, 925 S.W.2d 656 \(Tex. 1996\)](#)

Texas Supreme Court

Extract

Where consent is lacking, however, a court may not render an agreed judgment on the settlement agreement, but rather may enforce it only as a written contract. Id. at 462.

Summary

The passage from "Mantas v. Fifth Court of Appeals" clarifies that if consent is lacking for a settlement agreement, a court cannot render an agreed judgment on it. Instead, the agreement can only be enforced as a written contract, which requires a separate breach-of-contract claim. This supports the proposition that without the user's consent, the settlement lacks validity, and any orders resulting from it should be considered void.

[Quintero v. Jim Walter Homes, Inc., 654 S.W.2d 442 \(Tex. 1983\)](#)

Texas Supreme Court

Extract

A lawyer who represents two or more clients shall not make or participate in the making of an aggregate settlement of the claims of or against his clients, unless each client has consented to the settlement after being advised of the existence and nature of all the claims involved in the proposed settlement, of the total amount of the settlement, and of the participation of each person in the settlement.

Summary

The passage emphasizes the necessity of obtaining consent from each client involved in an aggregate settlement. This requirement ensures that all parties are fully informed and voluntarily agree to the terms of the settlement. If a party did not consent, as suggested in the proposition, the settlement would lack the necessary consent to be valid under Texas law.

[Burnaman v. Heaton, 150 Tex. 333, 240 S.W.2d 288 \(Tex. 1951\)](#)

Texas Supreme Court

Extract

It is the contention of the defendants that the trial court was authorized to enter the judgment on December 12, 1949, based on the announcement made on March 23, 1949, in open court by the attorneys for plaintiff and defendant, of the settlement agreement, and the further fact that the agreement was noted on the docket and such notation was later entered in the Minutes of said court. They further contend that by virtue of this procedure the settlement agreement became valid and enforceable and complied with Rule 11 of the Texas Rules of Civil Procedure, which rule reads as follows: 'No agreement between attorneys or parties touching any suit pending will be enforced unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.'

Summary

For a settlement agreement to be enforceable under Texas law, it must either be in writing, signed, and filed with the court records, or made in open court and entered of record. This implies that any settlement agreement lacking these formalities, or lacking the voluntary consent of all parties, would not meet the requirements of Rule 11 and thus would not be enforceable.

[4 Tex. Admin. Code § 1.606 4 Tex. Admin. Code § 1.606 Effect of Results](#)

Extract

The results of the settlement conference are not binding unless the parties agree otherwise.

Summary

The results of a settlement conference are not binding unless all parties agree. This supports the proposition that a settlement agreement must be entered into voluntarily and with the consent of all parties involved. If the user did not agree to the settlement, it lacks the necessary consent to be valid, aligning with the principle that agreements must be mutual to be enforceable.

[7 Tex. Admin. Code § 93.204 7 Tex. Admin. Code § 93.204 Informal Disposition](#)

Extract

No stipulation or agreed settlement between the parties shall be enforced unless it shall have been reduced to writing and signed by parties and made part of the record, or unless it shall have been dictated into the record by them during the course of a hearing or incorporated in an order bearing their written consent.

Summary

For a settlement or stipulation to be enforceable in the context of administrative proceedings, it must be reduced to writing, signed by the parties, and made part of the record, or dictated into the record during a hearing or incorporated in an order with written consent. This requirement underscores the necessity of voluntary

agreement and consent by all parties involved in a settlement. If the user did not agree to the settlement, as suggested in the proposition, then the settlement lacks the necessary consent and should not be enforceable.

[Tex. Civ. Prac. and Rem. Code § 154.071 Tex. Civ. Prac. and Rem. Code § 154.071 Effect of Written Settlement Agreement](#)

Extract

(a) *If the parties reach a settlement and execute a written agreement disposing of the dispute, the agreement is enforceable in the same manner as any other written contract.* (b) *The court in its discretion may incorporate the terms of the agreement in the court's final decree disposing of the case.* (c) *A settlement agreement does not affect an outstanding court order unless the terms of the agreement are incorporated into a subsequent decree.*

Summary

The passage outlines that for a settlement agreement to be enforceable, it must be executed as a written agreement by the parties involved. This implies that all parties must voluntarily consent to the terms of the settlement. If a party did not agree to the settlement, it would lack the necessary consent to be enforceable as a contract. Additionally, the passage indicates that a settlement agreement does not affect an outstanding court order unless incorporated into a subsequent decree, suggesting that without proper consent and incorporation, the settlement cannot alter existing legal orders.

[CHAPTER 4-I. UNINTENTIONALLY VALID SETTLEMENT AGREEMENTS AND ACCIDENTALLY NEGATED OR MODIFIED SETTLEMENT AGREEMENTS](#)

Crafting Effective Settlement Agreements: A Guidebook for Attorneys and Mediators (ABA) - American Bar Association

Extract

Even with a beautifully written and properly signed settlement agreement, there is no guarantee that the terms will remain exactly as written. A basic tenet of contract law that applies to settlement agreements is that even a written contract can be modified by the subsequent conduct of the parties. Although 'no such modification can occur unless it is by mutual consent, and supported by consideration,' these requirements are easily satisfied by a course of dealing by the parties that can be viewed by a court as cooperative and mutually advantageous.

Summary

The passage emphasizes that for a settlement agreement to be valid, any modifications must occur with mutual consent. This aligns with the proposition that a settlement agreement must be entered into voluntarily and with the consent of all parties involved. If the user did not agree to the settlement, it lacks the necessary mutual consent, making it potentially void. The passage supports the idea that without mutual consent, the settlement agreement cannot be considered valid.

[I. Unintentionally Valid Settlement Agreements and Accidentally Negated or Modified Settlement Agreements](#)

Crafting Effective Settlement Agreements: A Guidebook for Attorneys and Mediators (ABA) - American Bar Association

Extract

Even with a beautifully written and properly signed settlement agreement, there is no guarantee that the terms will remain exactly as written. A basic tenet of contract law that applies to settlement agreements is that even a written contract can be modified by the subsequent conduct of the parties. Although 'no such modification can occur unless it is by mutual consent, and supported by consideration,' these requirements are easily satisfied by a course of dealing by the parties that can be viewed by a court as cooperative and mutually advantageous.

Summary

A settlement agreement, even if written and signed, requires mutual consent for any modifications. This aligns with the proposition that a settlement agreement must be entered into voluntarily and with the consent of all parties involved. If the user did not agree to the settlement, it lacks the necessary mutual consent, making it potentially invalid.

[C. Principle 3: Parties Must Agree on All Material Terms for the Agreement to Become Valid](#)

Crafting Effective Settlement Agreements: A Guidebook for Attorneys and Mediators (ABA) - American Bar Association

Extract

Attorneys and mediators should remember that a settlement agreement requires all parties to actually agree on all material terms. Although deceptively simple and uncontroversial, the failure to heed this principle explains a vast body of case law that grapples with issues of when parties have or do not have a binding settlement agreement. Parties seeking to escape from a settlement agreement use this argument as a frequent ground for suing to avoid complying with the terms of the agreement.

Summary

For a settlement agreement to be valid, all parties must agree on all material terms. This principle is fundamental and widely recognized in case law, as it addresses the issue of whether a binding settlement agreement exists. The passage highlights that the absence of mutual consent on material terms is a common and successful argument used to challenge the validity of settlement agreements. This directly supports the proposition that if the user did not agree to the settlement, it lacks the necessary consent to be valid.

[CHAPTER 2-C. PRINCIPLE 3: PARTIES MUST AGREE ON ALL MATERIAL TERMS FOR THE AGREEMENT TO BECOME VALID](#)

Crafting Effective Settlement Agreements: A Guidebook for Attorneys and Mediators (ABA) - American Bar Association

Extract

Attorneys and mediators should remember that a settlement agreement requires all parties to actually agree on all material terms. Although deceptively simple and uncontroversial, the failure to heed this principle explains a vast body of case law that grapples with issues of when parties have or do not have a binding settlement agreement. Parties seeking to escape from a settlement agreement use this argument as a frequent ground for suing to avoid complying with the terms of the agreement.

Summary

For a settlement agreement to be valid, all parties must agree on all material terms. This principle is fundamental and widely recognized in case law, as it addresses the issue of whether a binding settlement agreement exists. The passage highlights that the absence of mutual consent on material terms is a common and successful argument used to challenge the validity of a settlement agreement.

[Mid-Year Developments: Stipulations Of Settlements, Situs, Digital Assets](#)

Extract

The Third Department reversed, opining that while stipulations of settlement are judicially favored, to form a binding settlement 'there must be a meeting of the minds, and a manifestation of mutual assent that is sufficiently definite to assure that the parties are truly in agreement with respect to all the material terms.' Importantly, the court noted, that to ensure that an agreement is enforceable, its terms must either be placed on the record in open court, reduced to a court order and entered, or reduced to a writing subscribed by the parties or their attorneys.

Summary

The passage emphasizes the necessity of a "meeting of the minds" and "manifestation of mutual assent" for a settlement to be binding. This aligns with the proposition that a settlement agreement must be entered into voluntarily and with the consent of all parties involved. The passage also highlights that the terms of the agreement must be clearly defined and agreed upon, either in open court, through a court order, or in writing. This supports the argument that if the user did not agree to the settlement, it lacks the necessary consent to be valid.

This memo was compiled by Vincent AI based on vLex materials available as of April 24, 2025. [View full answer on vLex](#)