



**In the  
Court of Appeals  
Second Appellate District of Texas  
at Fort Worth**

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No. 02-20-00086-CV

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SUSAN TITTERINGTON, Appellant

v.

CAVALRY SPV I, LLC, ASSIGNEE OF SYNCHRONY BANK/CARE CREDIT,  
Appellee

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On Appeal from County Court at Law No. 2  
Denton County, Texas  
Trial Court No. CV-2019-03085-JP

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Before Bassel, Womack, and Wallach, JJ.  
Per Curiam Memorandum Opinion

## MEMORANDUM OPINION AND JUDGMENT

We have considered the parties’ “Joint Motion to Vacate Judgment” in which the parties jointly request that we set aside the trial court’s December 6, 2019 judgment and enter a judgment dismissing the case with prejudice in accordance with the parties’ settlement agreement. *See* Tex. R. App. P. 42.1(a)(2). “While we cannot both vacate the trial court’s judgment and dismiss the appeal, the appellate rules allow us to render judgment vacating the trial court’s judgment and dismissing the case, whether that rendition occurs after we consider the merits of the appeal or in effectuating the parties’ settlement agreement.” *Merlin Transp., Inc. v. Miller*, No. 02-15-00359-CV, 2016 WL 3159113, at \*1 (Tex. App.—Fort Worth June 2, 2016, no pet.) (mem. op.) (citing *Braums, Inc. v. Sifuentes*, No. 02-16-00001-CV, 2016 WL 742023, at \*1 & nn.3–5 (Tex. App.—Fort Worth Feb. 25, 2016, no pet.) (mem. op.) (footnotes omitted) (collecting cases)); *see also* Tex. R. App. P. 42.1(a)(2)(A), (B), 43.2(e), (f); *Benson-Cooks v. Transitional Hosps. Corp. of Tex., Inc.*, No. 02-19-00035-CV, 2020 WL 370574, at \*1 (Tex. App.—Fort Worth Jan. 23, 2020, no pet.).

Accordingly, the parties’ motion is granted. Without regard to the merits and effectuating the parties’ settlement agreement, we vacate the trial court’s December 6, 2019 judgment and dismiss the case with prejudice. *See* Tex. R. App. P. 42.1(a)(2)(A), 43.2(e); *see Merlin Transport*, 2016 WL 3159113, at \*1; *Sifuentes*, 2016 WL 742023, at \*1 & n.8.

Regarding costs, appellant is indigent, and the parties' motion did not include any agreement of the parties regarding costs. Accordingly, the court will not assess costs. *See* Tex. R. App. P. 42.1(d), 43.4.

Per Curiam

Delivered: May 7, 2020