

Opinion issued April 5, 2016



In The  
**Court of Appeals**  
For The  
**First District of Texas**

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NO. 01-14-00907-CV

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**CRUM & FORSTER SPECIALTY INSURANCE COMPANY, Appellant**

**V.**

**CREEKSTONE BUILDERS, INC., NASHVILLE CREEKSTONE, LLC,  
STEPHEN KELLER, EVERETT JACKSON, AND CREEKSTONE SC I,  
LLC, Appellees**

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**On Appeal from the 215th District Court  
Harris County, Texas  
Trial Court Case No. 2014-29616**

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**SUPPLEMENTAL MEMORANDUM OPINION**

We issued an opinion in this case affirming the judgment of the trial court on October 27, 2015. Appellant, Crum & Forster Specialty Insurance Company (“Crum

& Forster”), filed a motion for rehearing and a motion for en banc reconsideration of this opinion. While Crum & Forster’s motion for rehearing and motion for en banc reconsideration were pending, the parties filed a joint motion stating that they have reached a settlement agreement and requesting that we vacate our October 27, 2015 judgment, dismiss the appeal, and order the parties to bear their own costs both in the trial court and on appeal. *See* TEX. R. APP. P. 42.1(a)(2)(A) (providing that appellate court may dispose of appeal in accordance with agreement signed by parties or their attorneys), (d) (providing that appellate court will tax costs against appellant absent agreement of parties).

We **grant** the parties’ joint motion, and we **vacate** our October 27, 2015 judgment, **dismiss** the appeal, and **order** the parties to bear their own costs in the trial court and on appeal. The parties have not requested that we withdraw our October 27, 2015 opinion, and we decline to do so. *See* TEX. R. APP. P. 42.1(c) (“In dismissing a proceeding, the appellate court will determine whether to withdraw any opinion it has already issued. An agreement or motion for dismissal cannot be conditioned on withdrawal of the opinion.”); *Houston Cable TV, Inc. v. Inwood W. Civic Ass’n*, 860 S.W.2d 72, 73 (Tex. 1993) (per curiam) (“A settlement does not automatically require the vacating of a court of appeals’ opinion—either by this court or by the intermediate appellate court.”).

Crum & Forster's motion for rehearing and motion for en banc reconsideration are **dismissed as moot**.

Evelyn V. Keyes  
Justice

Panel consists of Justices Keyes, Massengale, and Lloyd.