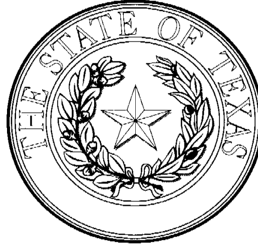
Opinion issued June 28, 2022



In The

Court of Appeals

For The

First District of Texas

NO. 01-20-00580-CV

ROBERT B. WALKER AND WATER REMOVAL AND DRYING OF HOUSTON L.L.C., FORMERLY DOING BUSINESS AS RAINBOW INTERNATIONAL OF HOUSTON, Appellants

V.

CAROLYN TAUB, LORI HOOD, JOHNSON, TRENT, WEST & TAYLOR, LLP, AND SCOTTSDALE INSURANCE COMPANY, Appellees

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On Appeal from the 295th District Court
Harris County, Texas
Trial Court Case No. 2016-20807

MEMORANDUM OPINION

Appellants, Robert Walker and Water Removal and Drying of Houston, L.L.C., formerly doing business as Rainbow International of Houston ("Rainbow")

(collectively, "appellants"), appearing pro se, challenge the trial court's judgment enforcing a Rule 11 settlement agreement[1] (the "Rule 11 agreement") in their suit against appellees, Carolyn Taub, Lori Hood, Johnson, Trent, West & Taylor, LLP ("Johnson Trent"), and Scottsdale Insurance Company ("Scottsdale") (collectively, "appellees"), for breach of contract, suit on a sworn account, fraudulent inducement, fraud, constructive fraud, quantum meruit, and promissory estoppel. In their sole issue on appeal,[2] appellants contend that the trial court erred in entering judgment based on the Rule 11 agreement.[3]

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[1] *See* TEX. R. CIV. P. 11.

[2] Appellants' brief does not contain an "Issues Presented" section or "state concisely all issues or points presented" for appellate review. *See* TEX. R. APP. P. 38.1(f) ("The [appellant's] brief must state concisely all issues or points presented for review."); *see also Schied v. Merritt*, No. 01-15-00466-CV, 2016 WL 3751619, at *2 (Tex. App.—Houston [1st Dist.] July 12, 2016, no pet.) (mem. op.) ("An appellate brief is meant to acquaint the court with the issues in a case and to present argument that will enable the court to decide the case." (internal quotations omitted)). As best we can discern, appellants' complaint on appeal relates to the trial court's entry of judgment in their suit against appellees.

[3] To the extent that appellants attempt to challenge the intervention of their former counsel in the trial court and former counsel's authority to act on their behalf in executing the Rule 11 agreement, those issues are not before the Court in this appeal. Before signing its final judgment in this case, the trial court granted a "Motion to Sever Petition in Intervention . . . [a]nd Compulsory Counter-Claim" filed by appellants' former trial court counsel, which severed "[t]he [i]ntervention" and any counterclaims relating to it from the rest of the case. A severance divides a lawsuit into two or more independent causes. *Van Dyke v. Boswell, O'Toole, Davis & Pickering*, 697 S.W.2d 381, 383 (Tex. 1985); *In re Henry*, 388 S.W.3d 719, 725 (Tex. App.—Houston [1st Dist.] 2012, orig. proceeding [mand. denied]). Thus, those issues are not part of the trial court's judgment from which appellants have appealed.

We affirm in part and dismiss in part.

Background

In their first amended petition, appellants alleged that Walker was, individually and as owner of Rainbow, a client of Johnson Trent, "and more particularly," of Hood, an attorney who was a partner at Johnson Trent. And "at all relevant times," Taub was also a client of Johnson Trent and Hood. On the morning of January 25, 2012, a fire broke out at 2108 Kipling Street in Houston, Texas, a property owned by Taub (the "property"). Hood contacted appellants to request that "they perform fire and water emergency protection and restoration services" for Taub. Appellants "entered into a written Emergency Service Agreement"[4] (the "contract") with Taub "for emergency protection and restoration services" following the fire. Taub represented to appellants that she would pay them for the services, either personally or through her insurance company, Scottsdale, and "she would be personally responsible for any and all charges, costs and deductibles not covered by insurance." Upon Hood's advice, on February 8, 2012, Taub "executed an [a]ssignment of [b]enefits" for appellants "in which Taub requested that payment from [Scottsdale] be made directly to [appellants]."

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[4] The "Emergency Service Agreement," attached as exhibit A to appellant's first amended petition, is between "Rainbow Services of Houston" and Taub. The signature block for "Rainbow Services of Houston" is signed by Walker as "Owner."

According to appellants, the work performed by them at the property included "removing roofing materials and laying plywood and tarps to lessen the water damage"; "removing hanging debris" on the first and second floors of the property; "cutting pathways through debris" in the property's second-floor rooms; "placing a temporary tarp over the [property's] structure to prevent further rain damage"; "boarding up the [property's] structure's doors and windows"; "shoring up floors and ceilings where necessary for safety"; and "extracting water from" the property's first and second floors. Appellants also "stored some of" Taub's personal property "consisting of typewriters, cash registers and a lantern" and continued "storing them" for Taub.

When appellants' invoice was submitted to Scottsdale for payment, Scottsdale sent an email to Hood and Taub approving the total amount charged. Scottsdale then asked for two separate invoices, one for "[s]tructural [w]ork" and one for "[c]ontents [w]ork," that allocated "the percentage of labor" for each. Appellants provided the invoices "as requested," and "Scottsdale paid the [contents-work] invoice in the amount of $10,106.11 on August 28, 2012," but it did not pay "the [structural-work] invoice in the amount of $15,213.52." Taub "accepted the full payment of the final insurance proceeds from Scottsdale" before Scottsdale paid appellants' "outstanding invoice for the [s]tructural [w]ork."

Appellants alleged that Hood and Johnson Trent "initiated the [c]ontract between Taub" and appellants. And "as trusted advisors of both [Taub] and [appellants]," Hood and Johnson Trent "engaged in a course of willful conduct with the intent to interfere with the [c]ontract in allowing and/or encouraging[] . . . Taub to receive services and refuse payment" to appellants "and/or" asking "Scottsdale to pay Taub directly disregarding the amount still owed to [appellants] and disregarding" the assignment of benefits, "then later requesting that [appellants] refrain from contacting Taub at all with respect to th[e] matter."

Appellants brought claims for breach of contract and suit on sworn account against Taub seeking damages for, among other things, the unpaid invoice for structural work and the cost of storage of Taub's personal property. As to Scottsdale, appellants brought claims for breach of contract and suit on sworn account, alleging that Scottsdale had breached an "oral contract with [appellants] to honor the [a]ssignment of [b]enefits executed by Taub by paying Taub insurance proceeds without paying the structural[-]work invoice." Appellants also brought claims for fraudulent inducement against Taub and Hood; fraud, constructive fraud, and negligent misrepresentation against Taub, Hood, Johnson Trent, and Scottsdale; and tortious interference with contract against Hood and Johnson Trent. Alternatively, Walker and Rainbow sought relief from Taub and Scottsdale "in quantum meruit for

the goods or services provided to [Taub]" and "under promissory estoppel." Appellants sought damages and attorney's fees.

Appellees answered, generally denying the allegations in appellants' petition and asserting affirmative defenses.

On March 2, 2017, the parties filed a letter with the trial court, titled "Rule 11 Agreement on Settlement."[5] The letter was signed by all counsel for the parties and stated:

> The parties have agreed to a full and final resolution of all claims and disputes in the above-referenced matter. The terms include dismissal of all claims with prejudice. The parties anticipate that closing of the settlement can occur within 45 days.

On May 24, 2017, appellees filed a verified motion to enforce the Rule 11 agreement, asserting that "[t]he parties reached a settlement in the amount of $30,256.69" and "an enforceable settlement was reached." After detailing "[t]he timeline of significant events substantiating th[e] settlement," appellees requested that the trial court "deem the settlement valid and enforceable and allow [appellees] to deposit their respective portions of the settlement into the [trial] [c]ourt's [r]egistry." Appellees noted that after the "enforceable settlement was reached" by the parties, appellants "terminated the services of [their trial] counsel, Lynne Jurek." Appellees attached to their motion their email correspondence with Walker and

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[5] *See* TEX. R. CIV. P. 11.

appellants' then-attorney, Jurek, comprising the demand and the accepted terms of the Rule 11 agreement.

In response, Walker, representing himself pro se and purporting to represent Rainbow, filed a motion to dismiss the Rule 11 agreement and requested additional time to find new trial court counsel. On October 5, 2017, attorney Wayne Paris appeared on behalf of appellants and filed a supplemental response and objection to appellees' motion to enforce the Rule 11 agreement.

On December 6, 2017, after a hearing on appellees' motion to enforce, the trial court granted the motion, declaring "that a valid and enforceable settlement agreement was reached by the parties as to the amounts reflected in [appellees'] motion" (the "December 6, 2017 order"). The trial court found that the parties had agreed to make payments to appellants in the following amounts: Scottsdale: $23,256.69; Johnson Trent: $2,000; and Taub and Hood: $5,000. The trial court also found that the "prior written demand and acceptance" showed that the parties had agreed to "enforceable, non-monetary terms," including Walker's agreement that he would release the lien he had filed on Taub's property and would return certain items of Taub's personal property to her.

On October 30, 2018, the trial court notified the parties that "[c]ourt records indicate[d] that there ha[d] been a settlement, verdict, or decision dispositive of the case . . . but a final order ha[d] not been filed." The trial court also informed the

parties that "[i]f a final order of disposition [was] not filed and approved by the [trial] court [by December 17, 2018]," "th[e] case [would] be dismissed for want of prosecution." (Emphasis omitted.) On January 7, 2019, the trial court dismissed appellants' suit for want of prosecution.

Appellants moved to reinstate the case, and the trial court granted that motion on March 20, 2019. In its order, the trial court also ordered that appellants comply with the December 6, 2017 order "within thirty (30) days," which required Walker to release the lien that he had filed on Taub's property and to return Taub's personal property to her.

On June 11, 2020, appellants filed a motion for entry of final judgment. Appellants attached to their motion a proposed final judgment, stating:

> . . . [O]n March 2, 2017, the parties, through their then counsel of record, announced to the [trial] [c]ourt that this case had been settled and filed a document with the [c]ourt styled Rule 11 Agreement on Settlement. [Appellees] subsequently filed a Motion to Enforce Settlement Agreement. On December 6, 2017, the [c]ourt signed an [o]rder granting [appellees'] Motion to Enforce Settlement Agreement, over [appellants'] objection. On March 20, 2019, the Court signed an [o]rder directing compliance with the terms of a Settlement Agreement, over the objection of [appellants]. The parties have complied with that order in all respects. . . . Therefore, in accordance with [the court's] prior court orders it is,
>
> ORDERED, ADJUDGED and DECREED that [appellants] take nothing and that this cause is dismissed with prejudice as settled.
>
> It is further ORDERED that all costs of court herein are to be borne by the party who has incurred the same for which let no execution issue.

> This is a final judgment that is appealable. All relief not expressly granted herein is denied.

On June 16, 2020, the trial court signed appellants' proposed final judgment.

On July 16, 2020, Walker, proceeding pro se, and attorney Michael D. West, appearing on behalf of Rainbow "for purposes of filing [a] [m]otion only,"[6] filed a motion for new trial based upon "all issues for lack of legal and factual sufficiency; lack of authority; and for such other matters as may hereinafter be raised, at law or in equity; and on such basis as will be expounded upon in [a] [b]rief in [s]upport of th[e] [m]otion." No brief in support was filed. Appellants' motion for new trial was overruled by operation of law.

Appellate Jurisdiction

As an initial matter, Scottsdale argues that this Court must dismiss Rainbow's attempted appeal of the trial court's judgment because Walker filed a notice of appeal on behalf of himself and Rainbow and Rainbow, a limited liability company, cannot be represented on appeal by a non-attorney.

"[C]ourts always have jurisdiction to determine their own jurisdiction," and "[a]ppellate jurisdiction is never presumed." *Heckman v. Williamson Cty.*, 369

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6 In the motion, appellants stated that Paris, their previous trial court counsel, "informed [them] that he no longer would represent [them]," and "he refused to make any further filings in th[e] case," including the filing of a motion to withdraw from representation.

S.W.3d 137, 146 n.14 (Tex. 2012) (internal quotations omitted); *Florance v. State*, 352 S.W.3d 867, 871 (Tex. App.—Dallas 2011, no pet.); *see also Royal Indep. Sch. Dist. v. Ragsdale*, 273 S.W.3d 759, 763 (Tex. App.—Houston [14th Dist.] 2008, no pet.) (jurisdiction fundamental in nature and cannot be ignored). Whether we have jurisdiction is a question of law, which we review de novo. *See Tex. A & M Univ. Sys. v. Koseoglu*, 233 S.W.3d 835, 840 (Tex. 2007). If there is a portion of an appeal over which we have no jurisdiction, that portion must be dismissed. *See Kim v. Ramos*, 632 S.W.3d 258, 264 (Tex. App.—Houston [1st Dist.] 2021, no pet.); *Ragsdale*, 273 S.W.3d at 763.

Any party "seek[ing] to alter the trial court's judgment or other appealable order" must timely file a notice of appeal. TEX. R. APP. P. 25.1(c). Generally, if a party fails to timely file a notice of appeal, we have no jurisdiction to address the merits of that party's appeal. *See* TEX. R. APP. P. 25.1(b); *In re K.L.L.*, 506 S.W.3d 558, 560 (Tex. App.—Houston [1st Dist.] 2016, no pet.) (without timely notice of appeal, appellate court lacks jurisdiction over appeal); *Brashear v. Victoria Gardens of McKinney, L.L.C.*, 302 S.W.3d 542, 545–46 (Tex. App.—Dallas 2009, no pet.) (timely filing of notice of appeal is jurisdictional prerequisite).

A notice of appeal filed by a corporate officer or representative who is not a licensed attorney is ineffective to perfect an appeal by the corporation. *See Premier Assocs., Inc. v. Louetta Shopping Ctr. Houston, L.P.*, No. 01-12-00369-CV, 2012

WL 4243802, at *1 (Tex. App.—Houston [1st Dist.] Sept. 20, 2012, no pet.) (mem. op.) ("A notice of appeal filed by a corporate representative that is not a licensed attorney has no effect."); *Dish TV, Inc. v. Aldine Indep. Sch. Dist.*, No. 01-04-00145-CV, 2005 WL 1837952, at *1 (Tex. App.—Houston [1st Dist.] Aug. 4, 2005, no pet.) (mem. op.) ("A corporation may not appear in court through its officers who are not attorneys, and a notice of appeal filed by such an officer is not effective."); *see also Kunstoplast of Am., Inc. v. Formosa Plastics Corp., USA*, 937 S.W.2d 455, 456 (Tex. 1996) (corporations may appear only through licensed attorneys); *Corona v. Pilgrim's Pride Corp.*, 245 S.W.3d 75, 79 (Tex. App.—Texarkana Jan. 18, 2008, pet. denied) ("Texas courts have consistently held that a non[-]attorney may not appear pro se on behalf of a corporation."); *Amron Props., LLC v. McGown Oil Co.*, No. 14-03-01432, 2004 WL 438783, at *1 (Tex. App.—Houston [14th Dist.] Mar. 11, 2004, no pet.) (mem. op.) (limited liability companies must appear through licensed attorneys).

Likewise, a person proceeding pro se cannot file a notice of appeal on behalf of another. *See Salmeron v. Atascocita Forest Cmty. Ass'n*, No. 01-20-00616-CV, 2021 WL 3159675, at *1 (Tex. App.—Houston [1st Dist.] July 27, 2021, no pet.) (mem. op.); *Premier Assocs.*, 2012 WL 4243802, at *1; *see also Guerrero v. Mem'l Turkey Creek, Ltd.*, No. 01-09-00237-CV, 2011 WL 3820841, at *2 (Tex. App.—Houston [1st Dist.] Aug. 25, 2011, no pet.) (mem. op.) (dismissing second

appellant's appeal for lack of jurisdiction because first appellant, proceeding pro se, could not file notice of appeal on behalf of second appellant).

Here, Walker filed his pro se notice of appeal of the trial court's judgment purportedly on behalf of himself and Rainbow. The notice of appeal filed by Walker is not effective as to Rainbow, and no timely and effective notice of appeal has been filed on Rainbow's behalf. *See* TEX. R. APP. P. 25.1(c) ("A party who seeks to alter the trial court's judgment or other appealable order must file a notice of appeal."), 26.1 (requiring notice of appeal to be filed within thirty days after judgment is signed, or within ninety days if motion for new trial, motion to modify judgment, motion to reinstate, or certain requests for findings of fact and conclusions of law are filed); *see also Premier Assocs.*, 2012 WL 4243802, at *1–2. Without a timely filed notice of appeal, this Court lacks jurisdiction over Rainbow's appeal of the trial court's judgment. *See Brashear*, 302 S.W.3d at 545–46 (timely filing of notice of appeal is jurisdictional prerequisite).

Accordingly, we dismiss Rainbow's appeal for lack of jurisdiction. *See* TEX. R. APP. P. 42.3(a), 43.2(f); *Premier Assocs.*, 2012 WL 4243802, at *1–2.

Compliance with Texas Rule of Appellate Procedure 38.1

"An appellate brief is meant to acquaint the court with the issues in a case and to present argument that will enable the court to decide the case." *Schied v. Merritt*, No. 01-15-00466-CV, 2016 WL 3751619, at *2 (Tex. App.—Houston [1st Dist.] July 12, 2016, no pet.) (mem. op.) (internal quotations omitted). The Texas Rules of Appellate Procedure control the required contents and organization of an appellant's brief. *Id.*; *see* TEX. R. APP. P. 38.1. They contain "specific requirements for briefing that require, among other things, that an appellant provide a statement of facts, which includes references to the record, and an argument that is clear and concise with appropriate citations to authorities and the record." *Tyurin v. Hirsch & Westheimer, P.C.*, No. 01-17-00014-CV, 2017 WL 4682191, at *1 (Tex. App.—Houston [1st Dist.] Oct. 19, 2017, no pet.) (mem. op.) (internal quotations omitted); *Lemons v. Garmond*, No. 01-15-00570-CV, 2016 WL 4701443, at *1 (Tex. App.—Houston [1st Dist.] Sept. 8, 2016, pet. denied) (mem. op.); *see also* TEX. R. APP. P. 38.1(g), (i); *Corbin v. Reiner*, No. 13-18-00177-CV, 2019 WL 471123, at *2 (Tex. App.—Corpus Christi–Edinburg Feb. 7, 2019, no pet.) (mem. op.) ("A brief must explain how the law that is cited is applicable to the facts of the case."); *Bolling v. Farmers Branch Indep. Sch. Dist.*, 315 S.W.3d 893, 896 (Tex. App.—Dallas 2010, no pet.) (explaining "[r]eferences to legal authority that have nothing to do with the issue to be decided are contrary to the requirement of [Texas] [R]ule [of Appellate

Procedure] 38.1[]" and "sweeping statements of general law are rarely appropriate"). An appellant's brief must also state concisely the issues presented for review. TEX. R. APP. P. 38.1(f); *Petty v. Petty*, No. 13-14-00051-CV, 2014 WL 5500459, at *1–2 (Tex. App.—Corpus Christi–Edinburg Oct. 30, 2014, pet. denied) (mem. op.) (brief fails to comply with Texas Rule of Appellate Procedure 38.1 where it presents "no cognizable or discernable issues"); *see also Canton-Carter v. Baylor Coll. of Med.*, 271 S.W.3d 928, 931 (Tex. App.—Houston [14th Dist.] 2008, no pet.) (explaining "[a]n issue presented for appellate review is sufficient if it directs the reviewing court's attention to the error about which the complaint is made" and noting "it [is] inappropriate for [an appellate court] to speculate as to what [an] appellant may have intended to raise as an error by the trial court on appeal"). The appellate briefing requirements are mandatory. *M&E Endeavors LLC v. Air Voice Wireless LLC*, Nos. 01-18-00852-CV, 01-19-00180-CV, 2020 WL 5047902, at *7 (Tex. App.—Houston [1st Dist.] Aug. 17, 2020, no pet.) (mem. op.).

A pro se litigant is held to the same standard as a licensed attorney and must comply with all applicable laws and rules of procedure. *See Tyurin*, 2017 WL 4682191, at *2; *Holz v. United States of Am. Corp.*, No. 05-13-01241-CV, 2014 WL 6555024, at *1–2 (Tex. App.—Dallas Oct. 23, 2014, no pet.) (mem. op.) (pro se litigant must adhere to Texas Rules of Appellate Procedure); *see also Wheeler v. Green*, 157 S.W.3d 439, 444 (Tex. 2005). An appellate court is

> not obligated to become [an] advocate[] for a particular litigant by performing research and developing argument for that litigant. It is the appealing party's burden to discuss his assertions of error, and [the appellate court] ha[s] no duty—or even right—to perform an independent review of the record and applicable law to determine whether there was error.

Tucker v. Fort Worth & W. R.R., No. 02-19-00221-CV, 2020 WL 3969586, at *1 (Tex. App.—Fort Worth June 18, 2020, pet. denied) (mem. op.) (noting "any attempt to decipher [appellant's brief] as presented, would amount to making his arguments for him" (internal citations and quotations omitted)). "Only when [an appellate court is] provided with proper briefing may [it] discharge [its] responsibility to review the appeal and make a decision that disposes of the appeal one way or the other." *Bolling*, 315 S.W.3d at 895.

Walker's appellant's brief does not comply with the Texas Rules of Appellate Procedure. There is no "Issues Presented" section in the brief, and nowhere in the brief does he state concisely his issues for appellate review. *See* TEX. R. APP. P. 38.1(f); *see also Sprowl v. Stiles*, No. 05-18-01058-CV, 2019 WL 3543581, at *4 (Tex. App.—Dallas Aug. 5, 2019, no pet.) (mem. op.) ("[Texas] Rule [of Appellate Procedure] 38.1(f) requires an appellant to articulate the issues presented such that [the appellate court] can discern which questions of law we will be answering. If an appellant does not adequately articulate the issues, [his] brief fails." (internal citations omitted)). From Walker's briefing, it is difficult to discern his complaints on appeal. *See Bolling*, 315 S.W.3d at 896 ("To comply with [Texas] [R]ule [of

Appellate Procedure] 38.1(f), an appellant must articulate the issue we will be asked to decide. From our perspective, we must be able to discern what question of law we will be answering. If an appellant is unable to or does not articulate the question to be answered, then his brief fails at that point.”).

Walker’s brief also does not “contain a clear and concise argument for the contentions made, with appropriate citations to authorities and to the record.” TEX. R. APP. P. 38.1(i); *see also Hopes-Fontenot v. Farmers New World Life Ins. Co.*, NO. 01-12-00286-CV, 2013 WL 4399218, at *1 (Tex. App.—Houston [1st Dist.] Aug. 15, 2013, no pet.) (mem. op.) (pro se litigant must properly present his case on appeal; we “may not make allowances or apply different standards for litigants appearing without . . . counsel”); *Barham v. Turner Constr. Co. of Tex.*, 803 S.W.2d 731, 740 (Tex. App.—Dallas 1990, writ denied) (appellant bears burden of discussing his assertions of error). To the extent that Walker appears to complain about the trial court’s judgment and certain alleged improprieties committed by Jurek, his former trial court counsel, appellees, and the trial court, he does not provide this Court with any appropriate argument, analysis, discussion, authority, or support in the record for his difficult-to-discern complaints. *See Richardson v. Marsack*, No. 05-18-00087-CV, 2018 WL 4474762, at *1 (Tex. App.—Dallas Sept. 19, 2018, no pet.) (mem. op.) (“Our appellate rules have specific requirements for briefing,” requiring “appellants to state concisely their complaints, to provide

succinct, clear, and accurate arguments for why their complaints have merit in law and fact, to cite legal authority that is applicable to their complaints, and to cite appropriate references in the record."); *Huey v. Huey*, 200 S.W.3d 851, 854 (Tex. App.—Dallas 2006, no pet.) ("We have no duty to brief appellant's issue for [him]. Failure to cite to applicable authority or provide substantive analysis waives an issue on appeal.").

The failure to provide substantive analysis of an issue or cite appropriate authority waives a complaint on appeal. *Marin Real Estate Ptrs. v. Vogt*, 373 S.W.3d 57, 75 (Tex. App.—San Antonio 2011, no pet.); *Huey*, 200 S.W.3d at 854; *Cervantes-Peterson v. Tex. Dep't of Family & Protective Servs.*, 221 S.W.3d 244, 255 (Tex. App.—Houston [1st Dist.] 2006, no pet.); *see also Washington v. Bank of New York*, 362 S.W.3d 853, 854–55 (Tex. App.—Dallas 2012, no pet.) ("Bare assertions of error, without argument or authority, waive error.").

Accordingly, we hold that Walker has waived any issues on appeal because they are inadequately briefed. *See Strange v. Cont'l Cas. Co.*, 126 S.W.3d 676, 677–78 (Tex. App.—Dallas 2004, pet. denied) (appellate court cannot remedy deficiencies in appellant's brief and argue his case for him).

Conclusion

We affirm the judgment of the trial court as to Walker. We dismiss for lack of jurisdiction Rainbow's appeal of the trial court's judgment. All pending motions are dismissed as moot.

Julie Countiss
Justice

Panel consists of Justices Countiss, Guerra, and Farris.