



**NUMBER 13-20-00300-CV**

**COURT OF APPEALS**

**THIRTEENTH DISTRICT OF TEXAS**

**CORPUS CHRISTI – EDINBURG**

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**ALICIA CASTRO D/B/A ALICIA  
CASTRO INCOME TAX NOTARY  
PUBLIC SERVICES AND D/B/A  
CASTRO NOTARY PUBLIC,**

**Appellant,**

**v.**

**PATRICIA JARAMILLO BARRERA,**

**Appellee.**

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**On appeal from the 107th District Court  
of Cameron County, Texas.**

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## **MEMORANDUM OPINION**

**Before Justices Benavides, Hinojosa, and Tijerina  
Memorandum Opinion by Justice Tijerina**

Alicia Castro d/b/a Alicia Castro Income Tax Notary Public Services and d/b/a Castro Notary Public (Castro) filed a notice of appeal from an April 28, 2020 judgment entered in cause number 2017-DCL-5711 in the 107th District Court of Cameron County,

Texas. Thereafter, appellee Patricia Jaramillo Barrera filed her notice of cross-appeal from that same judgment. Both Castro and Barrera have now filed motions to dismiss their appeals.

Castro has filed a “Motion to Dismiss Appeal” which quotes Texas Rule of Appellate Procedure 42.2 regarding the voluntary dismissal in appeals in criminal cases, invokes Rule 42.1(a)(2) governing the voluntary dismissal of appeals by agreement, and states that it is a “joint motion to dismiss the appeal.” See TEX. R. APP. P. 42.1(a)(2); *id.* R. 42.2. Castro asserts that the parties have settled and compromised their differences in this case. She asks that we dismiss her appeal. Her motion does not address the cross-appeal filed by Barrera.

Barrera has filed a “Motion for Voluntary Dismissal—Rule 42.1(a)(1) and Response Opposing Appellant’s Motion to Dismiss—Rule 42.1(a)(2).” According to Barrera, the parties agreed, as part of their settlement, to withdraw their appeals. Barrera asserts that she did not see or review Castro’s motion to dismiss and she did not sign it. Barrera thus requests that we construe Castro’s motion as a Rule 42.1(a)(1) motion to dismiss, rather than a dismissal by agreement under Rule 42.1(a)(2), and that we dismiss Castro’s appeal. *Compare id.* R. 42.1(a)(1) (“In accordance with a motion of appellant, the court may dismiss the appeal or affirm the appealed judgment or order unless such disposition would prevent a party from seeking relief to which it would otherwise be entitled.”), *with id.* R. 42.1(a)(2) (“In accordance with an agreement signed by the parties or their attorneys and filed with the clerk, the court may: (A) render judgment effectuating the agreement; (B) set aside the trial court’s judgment without regard to the merits and remand the case to the trial court for rendition of judgment in accordance with the

agreement: or (c) abate the appeal and permit proceedings in the trial court to effectuate the agreement.”). In her pleading, Barrera also requests that we dismiss her cross-appeal.

The Court, having examined and fully considered Castro’s motion to dismiss and Barrera’s response and motion to dismiss, is of the opinion that both appeal and cross-appeal should be dismissed. *See id.* R. 42.1(a)(1). Accordingly, we grant both motions to dismiss and we dismiss Castro’s appeal and Barrera’s cross-appeal. The parties do not assert that they have reached an agreement regarding the assessment of costs. Accordingly, therefore, given that both parties have appealed, the costs will be taxed against the party incurring same. *See id.* R. 42.1(d) (“Absent agreement of the parties, the court will tax costs against the appellant.”); *see also Cameron County v. Tompkins*, No. 13-16-00279-CV, 2017 WL 4684140, at \*1 (Tex. App.—Corpus Christi—Edinburg Oct. 19, 2017, no pet.) (mem. op. per curiam). Having dismissed the appeal and cross-appeal at the parties’ requests, no motion for rehearing will be entertained, and our mandate will issue forthwith.

JAIME TIJERINA  
Justice

Delivered and filed the  
5th day of November, 2020.