



**NUMBER 13-22-0275-CV**

**COURT OF APPEALS**

**THIRTEENTH DISTRICT OF TEXAS**

**CORPUS CHRISTI – EDINBURG**

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**SOLAR MOSAIC, LLC AS SUCCESSOR  
IN INTEREST TO SOLAR MOSAIC, INC. AND  
STREAMLINE ENERGY, LLC,**

**Appellants,**

**v.**

**ANDREW BROWN,**

**Appellee.**

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**On appeal from the County Court at Law No. 4  
of Nueces County, Texas.**

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**MEMORANDUM OPINION**

**Before Chief Justice Contreras and Justices Benavides and Tijerina  
Memorandum Opinion by Justice Benavides**

Appellants, Solar Mosaic, LLC, as successor in interest to Solar Mosaic, Inc. and Streamline Energy, LLC, and appellee, Andrew Brown, have filed a joint motion to dismiss this appeal pursuant to the terms of a settlement agreement. They request that we dismiss

the appeal with each party bearing their own costs of the appeal.

The Court, having examined and fully considered the joint motion to dismiss, is of the opinion that it should be construed and granted as a motion to dismiss. See TEX. R. APP. P. 42.1(a)(1) (allowing the court to dismiss an appeal or affirm the appealed judgment in accordance with a motion filed by the appellant); *id.* R. 42.1(a)(2) (allowing the court to render judgment, set aside the judgment without regard to the merits and remand, or abate the appeal and permit proceedings in the trial court in accordance with an agreement); *In re Marriage of McQueen*, 597 S.W.3d 53, 54 (Tex. App.—Houston [14th Dist.] 2020, no pet.) (order). Accordingly, we reinstate this case, grant the joint motion to dismiss, and dismiss the appeal. Pursuant to the agreement of the parties, costs will be taxed against the party incurring the same. See *id.* R. 42.1(d) (“Absent agreement of the parties, the court will tax costs against the appellant.”). Having dismissed the appeal at the parties' request, no motion for rehearing will be entertained, and our mandate will issue forthwith.

GINA M. BENAVIDES  
Justice

Delivered and filed on the  
3rd day of November, 2022.