

COURT OF APPEALS OF TEXAS, FIFTH DISTRICT AT DALLAS

Keystone Automotive Operations, Inc. a/k/a Key A O, Inc., LKQ Central, Inc., LKQ Management Company, LKQ Best Automotive Corp., LKQ Auto Parts of North Texas, L.P., LKQ Pick Your Part Central, LLC, LKQ Heavy Truck-Texas Best Diesel, LP, LKQ Corporation, Keystone Automotive Industries, Inc., and Douglas Brackney v. Tamela Harlan Marble, Individually, and as Anticipated Representative of the Estate of Julius Marble, Deceased, and as Next Friend of C.M., a Minor, and Julius Darnell Marble, II

No. 05-23-00117-CV · No. No. 05-23-00117-CV · Decided September 15, 2023

SUMMARY

The Fifth District Court of Appeals of Texas dismissed the appeal after the parties reported that they had settled their dispute and jointly requested dismissal. The court assessed costs against the party incurring them.

CASE DETAILS

COURT	Court of Appeals of Texas, Fifth District at Dallas
WRITING FOR THE COURT	Justice Maricela Breedlove; Justice Partida-Kipness; Justice Reichel; Justice Breedlove
JURISDICTION	Texas
DECIDED	September 15, 2023
DOCKET	No. 05-23-00117-CV
DISPOSITION	dismissed
PROCEDURAL POSTURE	Appellants appealed from the County Court at Law No. 4 of Dallas County. After the parties settled, appellants filed an agreed motion requesting dismissal of the appeal.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Keystone Automotive Operations, Inc. a/k/a Key A O, Inc., LKQ Central, Inc., LKQ Management Company, LKQ Best Automotive Corp., LKQ Auto Parts of North Texas, L.P., LKQ Pick Your Part

Central, LLC, LKQ Heavy Truck-Texas Best Diesel, LP, LKQ Corporation, Keystone Automotive Industries, Inc., Douglas Brackney v. Tamela Harlan Marble, individually, and as anticipated representative of the estate of Julius Marble, deceased, and as next friend of C.M., a minor, Julius Darnell Marble, II

TOPICS

appellate procedure civil procedure commercial litigation

PRACTICE AREAS

appellate procedure civil procedure commercial litigation

QUESTIONS PRESENTED

1. Whether the court should dismiss the appeal pursuant to the parties' agreed motion after settlement.

HOLDINGS

1. The court granted the parties' agreed motion and dismissed the appeal.
2. Costs were assessed against the party incurring them, as agreed by the parties.

KEY QUOTATIONS

"We grant the motion and dismiss the appeal." (at 1)

"In accordance with this Court's opinion of this date, the appeal is DISMISSED." (at 3)

FACTUAL BACKGROUND

The parties were involved in a dispute that was pending on appeal. They settled the dispute and jointly requested that the appellate court dismiss the appeal.

PROCEDURAL HISTORY

The appeal arose from the County Court at Law No. 4, Dallas County, Texas, in Trial Court Cause No. CC-21-01573-D. On September 8, 2023, the parties filed an agreed motion stating that they had settled their dispute and requesting dismissal. The court granted the motion, dismissed the appeal, and assessed costs against the party incurring them.

DISPOSITION

dismissed

OPINION

PER CURIAM.

Dismissed and Opinion Filed September 15, 2023 In The Court of Appeals Fifth District of Texas at Dallas No. 05-23-00117-CV KEYSTONE AUTOMOTIVE OPERATIONS, INC. A/K/A KEY A O, INC., LKQ CENTRAL, INC., LKQ MANAGEMENT COMPANY; LKQ BEST AUTOMOTIVE CORP.; LKQ AUTO PARTS OF NORTH TEXAS, L.P.; LKQ PICK YOUR PART CENTRAL, LLC, LKQ HEAVY TRUCK-TEXAS BEST DIESEL, LP; LKQ CORPORATION; KEYSTONE AUTOMOTIVE INDUSTRIES, INC.; AND DOUGLAS BRACKNEY, Appellants V. TAMELA HARLAN MARBLE, INDIVIDUALLY, AND AS ANTICIPATED REPRESENTATIVE OF THE ESTATE OF JULIUS MARBLE, DECEASED, AND AS NEXT FRIEND OF C.M., A MINOR; AND JULIUS DARNELL MARBLE, II, Appellees On Appeal from the County Court at Law No. 4 Dallas County, Texas Trial Court Cause No. CC-21-01573-D MEMORANDUM OPINION Before Justices Partida-Kipness, Reichek, and Breedlove Opinion by Justice Breedlove By agreed motion filed on September 8, 2023, appellants inform the Court that the parties have settled their dispute and request dismissal of this appeal.

We grant the motion and dismiss the appeal. As agreed by the parties, costs are assessed against the party incurring them. /Maricela Breedlove/ 230117f.p05 MARICELA BREEDLOVE JUSTICE –2– Court of Appeals Fifth District of Texas at Dallas JUDGMENT KEYSTONE AUTOMOTIVE On Appeal from the County Court at OPERATIONS, INC. A/K/A KEY A Law No. 4, Dallas County, Texas O, INC., LKQ CENTRAL, INC., Trial Court Cause No. CC-21-01573- LKQ MANAGEMENT COMPANY; D. LKQ BEST AUTOMOTIVE CORP., Opinion delivered by Justice LKQ AUTO PARTS OF NORTH Breedlove.

Justices Partida-Kipness TEXAS, L.P., LKQ PICK YOUR and Reichek participating. PART CENTRAL, LLC, LKQ HEAVY TRUCK-TEXAS BEST DIESEL, LP, LKQ CORPORATION, KEYSTONE AUTOMOTIVE INDUSTRIES, INC., AND DOUGLAS BRACKNEY, Appellants No. 05-23-00117-CV V. TAMELA HARLAN MARBLE, INDIVIDUALLY, AND AS ANTICIPATED REPRESENTATIVE OF THE ESTATE OF JULIUS MARBLE, DECEASED, AND AS NEXT FRIEND OF C.M., A MINOR; AND JULIUS DARNELL MARBLE, II, Appellees In accordance with this Court’s opinion of this date, the appeal is DISMISSED. –3– Pursuant to the parties’ agreement, it is ORDERED that costs are assessed against the party incurring them.

Judgment entered this 15th day of September, 2023. –4–