

COURT OF APPEALS FOR THE FIRST DISTRICT OF TEXAS

Dan Jones v. Andre Castro and Sienna Roofing LLC

No. 01-25-00543-CV · No. 01-25-00543-CV · Decided December 31, 2025

SUMMARY

The Texas Court of Appeals for the First District considered the parties’ joint agreed motion for disposition based on a settlement agreement. The court construed the motion under Texas Rule of Appellate Procedure 42.1(a)(2)(B), set aside the trial court’s judgment without regard to the merits, and remanded for rendition of judgment consistent with the parties’ agreement.

CASE DETAILS

COURT	Court of Appeals for the First District of Texas
WRITING FOR THE COURT	Justice Rivas-Molloy; Justice Guiney; Justice Morgan
JURISDICTION	Court of Appeals for the First District of Texas
DECIDED	December 31, 2025
DOCKET	01-25-00543-CV
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a judgment of the 268th District Court of Fort Bend County following the parties' joint agreed motion for disposition based on a settlement agreement.
PRECEDENTIAL VALUE	published
PARTIES	Dan Jones v. Andre Castro, Sienna Roofing LLC

TOPICS

- appellate procedure
- remedies
- civil procedure

PRACTICE AREAS

- civil procedure
- appellate procedure
- remedies

QUESTIONS PRESENTED

1. Whether the parties' joint agreed motion should be construed and granted under Texas Rule of Appellate Procedure 42.1(a)(2)(B) to set aside the trial court's judgment and remand for rendition of judgment in accordance with the settlement agreement.

HOLDINGS

1. When the parties jointly request disposition under Texas Rule of Appellate Procedure 42.1(a)(2)(B) to effectuate a settlement agreement, the appellate court may construe the request as a motion to set aside the trial court's judgment and remand for rendition of judgment in accordance with the agreement.

KEY QUOTATIONS

“As construed, we grant the motion and set aside the trial court’s judgment without regard to the merits and remand to the trial court for rendition of judgment in accordance with the parties’ agreement.”

FACTUAL BACKGROUND

The parties reached a settlement agreement while the appeal was pending. They jointly requested disposition of the appeal in a manner that would effectuate their agreement. The court of appeals did not address the merits of the underlying dispute.

PROCEDURAL HISTORY

The parties filed a joint agreed motion asking the court of appeals to render judgment effectuating their settlement agreement. The court construed the motion under Texas Rule of Appellate Procedure 42.1(a)(2)(B) as a request to set aside the trial court's judgment and remand for rendition of judgment in accordance with the parties' agreement. The court granted the motion, set aside the trial court's judgment without regard to the merits, and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Set aside the trial court's judgment and remand to the trial court for rendition of judgment in accordance with the parties' agreement.

OPINION

PER CURIAM.

Opinion issued December 31, 2025 In The Court of Appeals For The First District of Texas NO. 01-25-00543-CV DAN JONES, Appellant V. ANDRE CASTRO AND SIENNA ROOFING LLC, Appellees On Appeal from the 268th District Court Fort Bend County, Texas Trial Court Case No. 21-DCV-289316 MEMORANDUM OPINION The parties have filed a joint agreed motion for disposition pursuant to a settlement agreement.

They request that, pursuant to Rule 42.1(a)(2)(B), we render judgment effectuating the parties’ agreement. See TEX. R. APP. P. 42.1(a)(2)(B). We construe this as a motion to set aside the trial

court's judgment and to remand to the trial court for rendition of judgment in accordance with the parties' agreement. See TEX. R. APP. P. 42.1(a)(2)(B).

As construed, we grant the motion and set aside the trial court's judgment without regard to the merits and remand to the trial court for rendition of judgment in accordance with the parties' agreement. PER CURIAM Panel consists of Justices Rivas-Molloy, Guiney, and Morgan. 2