

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

KUNAL KAPAI,	§	
	§	
Plaintiff,	§	CASE NO. 4:19-CV-00749-RWS-CAN
	§	
v.	§	
	§	
UNIFIED BUSINESS TECHNOLOGIES,	§	
INC., ET AL.,	§	
	§	
Defendants.	§	

**ORDER**

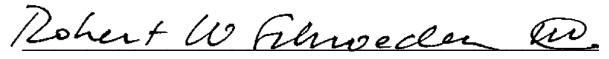
Before the Court is the Magistrate Judge’s Report and Recommendation (Docket No. 20), recommending that Defendants’ Motion to Dismiss and Compel Arbitration (Docket No. 14) be granted. Plaintiff has received a copy of the Magistrate Judge’s Report but has filed no objections thereto; accordingly, he is not entitled to de novo review by the undersigned of those findings, conclusions and recommendations, and except upon grounds of plain error, he is barred from appellate review of the unobjected-to factual findings and legal conclusions accepted and adopted by the District Court. 28 U.S.C. § 636(b)(1)(C); *Douglass v. United Servs. Auto. Assoc.*, 79 F.3d 1415, 1430 (5th Cir. 1996) (en banc).

Nonetheless, the Court has reviewed the pleadings in this cause and the Report of the Magistrate Judge and agrees with it. See *United States v. Raddatz*, 447 U.S. 667, 683 (1980) (“[T]he statute permits the district court to give to the magistrate’s proposed findings of fact and recommendations ‘such weight as [their] merit commands and the sound discretion of the judge warrants, . . .’”) (quoting *Mathews v. Weber*, 23 U.S. 261, 275 (1976)). It is therefore

**ORDERED** that Defendants’ Motion to Dismiss and Compel Arbitration (Docket No. 14) is **GRANTED**. Plaintiff’s claims are **DISMISSED WITH PREJUDICE** as they are subject to

the Arbitration Agreement contained in Plaintiff's Employment Agreement with Defendant UBT;  
to the extent Plaintiff desires to pursue his claims against Defendants, he must pursue his claims  
in accordance with such agreement.

**So ORDERED and SIGNED this 9th day of June, 2020.**

  
ROBERT W. SCHROEDER III  
UNITED STATES DISTRICT JUDGE