

Opinion filed March 9, 2017



In The

Eleventh Court of Appeals

No. 11-15-00060-CV

MARIA FLORES AND MITZIE TARIN, Appellants

V.

ELIZAR BENAVIDES AND BELINDA BENAVIDES, Appellees¹

On Appeal from the 70th District Court

Ector County, Texas

Trial Court Cause No. A-138,519

MEMORANDUM OPINION

Appellants, Maria Flores and Mitzie Tarin, appeal from an order in which the trial court granted summary judgment in favor of Appellees, Elizar Benavides and Belinda Benavides. We affirm.

¹The parties have been before this court previously in *Tarin v. Benavides*, No. 11-11-00258-CV, 2014 WL 357771, at *1 (Tex. App.—Eastland Jan. 30, 2014, pet. denied) (mem. op.).

In a single issue, Appellants argue that the trial court erred when it granted summary judgment in favor of Appellees. Appellants filed suit for breach of contract and deceptive trade practices relating to a Rule 11 agreement. In response, Appellees filed a motion for summary judgment and argued that the cause of action was barred by the statute of limitations, res judicata, and estoppel. The trial court granted Appellees' motion for summary judgment.

The Texas Rules of Appellate Procedure require an appellant to “state concisely all issues or points presented for review” and to make “a clear and concise argument” for each issue raised, “with appropriate citations to authorities and to the record.” TEX. R. APP. P. 38.1(f), (i). Rule 38.1 also requires that an appellant provide us with such discussion of the facts and the authorities relied upon as may be necessary to maintain the point at issue. *See Tesoro Petroleum Corp. v. Nabors Drilling USA, Inc.*, 106 S.W.3d 118, 128 (Tex. App.—Houston [1st Dist.] 2002, pet. denied).

In their brief, Appellants provide no citations to the record. Additionally, although Appellants cite to two authorities in which the reviewing court stated that contract law applies to Rule 11 agreements, it is unclear how that authority applies to the issue here. Appellants have failed to provide any guidance on how the trial court erred when it granted summary judgment in favor of Appellees. Bare assertions of error, without citations to authority, waive error. *Trenholm v. Ratcliff*, 646 S.W.2d 927, 934 (Tex. 1983); *see also Fredonia State Bank v. Gen. Am. Life Ins. Co.*, 881 S.W.2d 279, 284 (Tex. 1994) (appellate court has discretion to waive issues due to inadequate briefing). Because Appellants' brief does not contain a clear and concise argument with appropriate citations to the record and authorities, we conclude that Appellants' issue was inadequately briefed and thus waived. Based upon the level of inadequacy of the initial briefing, we exercise our discretion to decline to request re-briefing. We overrule Appellants' sole issue on appeal.

We affirm the judgment of the trial court.

JIM R. WRIGHT
CHIEF JUSTICE

March 9, 2017

Panel consists of: Wright, C.J.,
Willson, J., and Bailey, J.