



COURT OF APPEALS
EIGHTH DISTRICT OF TEXAS
EL PASO, TEXAS

READYONE INDUSTRIES, INC., and	§	
IRMA RIVERA,		No. 08-14-00263-CV
	§	
Appellants,		Appeal from the
	§	
v.		243rd Judicial District Court
	§	
MANUEL RAMIREZ,		of El Paso County, Texas
	§	
Appellee.		(TC# 2014-DCV-1389)
	§	

MEMORANDUM OPINION

The parties have filed a joint motion stating that they have settled the issue in dispute and asking that we render judgment in favor of Appellants to effectuate the parties' agreement to proceed to binding arbitration pursuant to the Mutual Agreement to Arbitrate executed by them. *See* TEX.R.APP.P. 42.1(a)(2)(A)(permitting appeals court to dispose of appeal by rendering judgment effectuating the parties' agreement); TEX.R.APP.P. 43.2 (permitting appeals court to reverse the trial court's judgment and render the judgment the trial court should have rendered). Because the attorneys representing the parties have signed the settlement agreement and filed it with the Clerk of this Court, we grant the motion. *See* TEX.R.APP.P. 42.1(a)(2)(A)(requiring settlement agreement to be signed by the parties or their attorneys and filed with the clerk before appeals court can render judgment in accordance with the agreement). Without regard to the

merits, the trial court's order denying Appellants' Motion to Compel Arbitration and Stay Proceeding is reversed and judgment is rendered in favor of Appellants. We assess all costs of this appeal against Appellants. *See* TEX.R.APP.P. 42.1(d)(requiring appeals court to assess costs against appellant absent an agreement by the parties).

October 16, 2015

YVONNE T. RODRIGUEZ, Justice

Before Rodriguez, J., Barajas, and Larsen, Senior Judges
Barajas and Larsen, (Senior Judges)(Sitting by Assignment)