

Motion Granted; Judgment Vacated and Rendered, and Memorandum Opinion filed August 23, 2018.



In The

Fourteenth Court of Appeals

NO. 14-17-00206-CV

**JUAN CARLOS RUVALCABA, ELAM MEAT MARKET, L.L.C., AND
SUPERMERCADO LATINO, L.L.C., Appellants**

V.

RAFAEL ORTEGA, ET AL, Appellees

**On Appeal from the 215th District Court
Harris County, Texas
Trial Court Cause No. 2012-33606**

M E M O R A N D U M O P I N I O N

This is an appeal from a final judgment signed December 9, 2016 (“the Final Judgment”) and an order signed January 6, 2017, entitled, “Order Granting Plaintiffs’ Expulsion Juan Carlos Ruvalcaba” (“the Expulsion Order”). On August 17, 2018, the parties filed a “Joint Agreed Motion to Dismiss the Appeal and to Render Judgment that Sets Aside and Vacates the Underlying Final Judgment and Expulsion Order, to Effectuate the Parties’ Settlement Agreement.” The motion asks

that we dismiss the appeal, vacate the Final Judgment and Expulsion Order, and mandate the Release of the Cash Deposit in Lieu of Bond pursuant to the terms of the parties' settlement agreement.

The parties' request for both dismissal of the appeal and rendition of judgment in the appeal are mutually exclusive. *Compare* Tex. R. App. P. 42.1(a)(1) (dismiss) *with* Tex. R. App. P. 42.1(a)(2)(A) (render judgment). From the motion, it appears the relief actually sought is that we render judgment to effectuate the parties' settlement agreement.

Accordingly, we rule as follows:

1. The parties' motion is **GRANTED**.
2. We **RENDER** judgment effectuating the parties' settlement agreement as follows:
 - a. The Final Judgment is **VACATED**.
 - b. The Expulsion Order is **VACATED**.
3. The \$100,000 Case Deposit in Lieu of Bond paid by appellants is **RELEASED**.
4. Each party shall bear their own costs.

PER CURIAM

Panel consists of Justices Christopher, Jamison, and Brown.