**Denied and Opinion Filed September 22, 2016**

**In The**
# Court of Appeals
# Fifth District of Texas at Dallas

**No. 05-16-01060-CV**

**IN RE: ADELPHI GROUP, LTD., Relator**

**Original Proceeding from the 101st Judicial District Court**
**Dallas County, Texas**
**Trial Court Cause No. DC-16-02806**

## MEMORANDUM OPINION

Before Justices Bridges, Myers, and Whitehill
Opinion by Justice Bridges

Before the Court is relator's petition for writ of mandamus in which relator challenges the trial court's order compelling arbitration under the Federal Arbitration Act (FAA). The facts and issues are well known to the parties, so we need not recount them herein.

Generally, an arbitration must be complete before appellate review is appropriate. *Bison Bldg. Materials, Ltd. v. Aldridge*, 422 S.W.3d 582, 586–87 (Tex. 2012) (disfavoring "appellate intrusion until the arbitration is complete"); *Yaseen Educ. Soc'y v. Islamic Ass'n of Arabi, Ltd.*, 406 S.W.3d 385, 389 (Tex. App.—Dallas 2013, no pet.) (same). In matters subject to the FAA, as is the case here, section 51.016 of the Texas Civil Practice and Remedies Code permits a party to appeal a judgment or interlocutory order in a matter subject to the FAA under the same circumstances as an appeal would be permitted under 9 U.S.C. § 16. TEX. CIV. PRAC. & REM. CODE ANN. § 51.016 (West 2015); *CMH Homes v. Perez*, 340 S.W.3d 444, 449 (Tex. 2011);

*Austin Commercial Contractors, L.P. v. Carter & Burgess, Inc.*, 347 S.W.3d 897, 900 (Tex. App.—Dallas 2011, pet. denied). Under the FAA, a party may immediately appeal an order hostile to arbitration, whether the order is final or interlocutory, but generally may not appeal an order favorable to arbitration. *Green Tree Fin. Corp. v. Randolph*, 531 U.S. 79, 86 (2000); *see also Morford v. Esposito Sec., LLC*, 05-14-01223-CV, 2015 WL 5472640, at *3 (Tex. App.—Dallas Sept. 18, 2015, no pet.).

In accordance with *Green Tree Financial*, the Texas Supreme Court has determined that it is generally inappropriate to grant mandamus review of orders compelling arbitration and that parties who believe they are being erroneously compelled to arbitrate when they have not agreed to arbitration have an adequate remedy by appeal after final judgment. *See In re Gulf Expl., LLC*, 289 S.W.3d 836, 842 & n. 33 (Tex. 2009). ("If a trial court compels arbitration when the parties have not agreed to it, that error can unquestionably be reviewed by final appeal."). Although parties may expend time and money if they are ordered to arbitration improperly, delay and expense—standing alone—will not render the final appeal inadequate. *Id.* Further, mandamus as a remedy for review of orders compelling arbitration should be limited to the comparatively rare cases where the legislature has through statute expressed a public policy that overrides the public policy favoring arbitration. *Id.* at 843. Relator points to no such statutorily-expressed public policy here that would override the general principle that mandamus relief is not available for orders compelling arbitration.

To be entitled to mandamus relief, a relator must show both that the trial court has clearly abused its discretion and that relator has no adequate appellate remedy. *In re Prudential Ins. Co.*, 148 S.W.3d 124, 135–36 (Tex. 2004) (orig. proceeding). Based on the record before us, we conclude relator has not shown it is entitled to the relief requested. *See* TEX. R. APP. P. 52.8(a);

*see also Austin Commercial Contractors*, 347 S.W.3d at 901 (denying mandamus based on the parties' having an adequate remedy at law where case involved contract claims and did not implicate any conflicting legislative mandates). Accordingly, we **DENY** relator's petition for writ of mandamus.

/David L. Bridges/
DAVID L. BRIDGES
JUSTICE

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