

Conditionally granted in part, Denied in part, and Opinion Filed November 30, 2017



In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-17-00317-CV

IN RE STING SOCCER GROUP, LP, AND BRENT LEE CORALLI, Relators

Original Proceeding from the 429th Judicial District Court
Collin County, Texas
Trial Court Cause No. 429-01689-2016

MEMORANDUM OPINION

Before Justices Lang, Evans, and Stoddart
Opinion by Justice Lang

This original proceeding involves a discovery dispute in a contract action involving soccer uniforms. Relators complain that the trial court sustained the real party in interest's objections to multiple requests for production, requests for admissions, and interrogatories. We conditionally grant the writ as to the requests for production and interrogatories and deny the writ as to the requests for admissions.

Background

Relator Brent Lee Coralli ("Coralli") is the president of Sting Soccer Club, which is a female soccer club, and of relator Sting Soccer Group, L.P. ("Sting Soccer"). Real party in interest Vola, LLC ("Vola") is a sports apparel brand that specializes in team uniforms, active wear, and footwear. Coralli was instrumental in founding Vola in 2007. In 2014, Vola was sold and a new entity created using the same name. Vola was created for the specific purpose of being the exclusive provider of sports apparel to Sting Soccer Club. In 2014, Sting Soccer Club,

all its entities and subsidiaries, and Vola entered into a contract for Vola to be Sting Soccer Club's exclusive provider of uniforms. Coralli entered into multiple purchase orders with Vola, which resulted in an excess supply of custom uniforms for Sting Soccer. A dispute arose between Sting Soccer and Vola regarding uniforms for the 2016 season. Sting Soccer requested new custom-designed uniforms for the 2016 season, and Vola proposed that Sting Soccer instead purchase from the excess supply of uniforms from the prior season. Sting Soccer notified Vola that it was terminating the exclusively agreement due to Vola's failure to perform in relation to the 2016 uniforms. Vola sued Coralli, Sting Soccer, and others for breach of contract and declaratory judgment. Vola also brought a breach of fiduciary duty claim against Coralli.

Sting Soccer and Coralli, as well as other defendants who have since been non-suited, each served Vola with interrogatories, requests for production, and requests for admissions. Vola objected to a substantial portion of the discovery requests, and relators filed a motion to compel and motion to determine the sufficiency of those objections. The trial court sustained many of Vola's objections. This original proceeding followed.

The Discovery Requests

A. Sting Soccer's Interrogatories – Nos. 7, 8, 9, 14

Sting Soccer complains of the trial court's denial of Sting Soccer's motion to compel responses to interrogatory numbers 7, 8, 9, and 14, and the trial court's sustaining of Vola's objections to those interrogatories. Interrogatory numbers 7, 8, and 9 requested Vola to identify facts of which Vola is specifically aware that Vola contends establishes, demonstrates or proves the following contentions:

- Sting Soccer was obligated to purchase any excess supply of uniforms from Vola for the 2016 soccer season as alleged in paragraph 21 of Vola's first amended petition. (Interrogatory No. 7)
- Excess uniforms ordered by any defendant made the basis of the lawsuit could not be sold to a third party due to customization. (Interrogatory No. 8).

- Vola was capable of fulfilling all purchase orders as submitted by any defendant for the 2016 soccer season. (Interrogatory No. 9).

Vola objected to these interrogatories to the extent they require Vola to marshal its evidence or seek information protected by the work product privilege. Vola stated that it would provide “a basic statement of its legal contentions and factual bases for those contentions” if Vola is served with a Rule 194 request for disclosures.

Interrogatory number 14 requested Vola to identify all trial witness in accordance with rule 192.3(d) and to set forth the basic facts to which such witnesses were anticipated to testify to at trial. Vola objected to this interrogatory as seeking an outline of witness testimony, requiring Vola to marshal its evidence, and seeking information protected by the work product privilege. Vola then referred Sting Soccer to the names listed in Vola’s disclosure responses.

B. Coralli’s Interrogatories – Nos. 16, 17, 18, 23

Coralli complains of the trial court’s denial of his motion to compel responses to interrogatory numbers 16, 17, 18, and 23, and the trial court’s sustaining of Vola’s objections to those interrogatories. Interrogatory numbers 7, 8, and 9 requested Vola to identify facts of which Vola is specifically aware that Vola contends establishes, demonstrates, or proves the following contentions:

- Coralli owed the fiduciary duties as alleged in paragraph 35 of the first amended petition. (Interrogatory No. 16).
- Specific factual and legal basis for establishing a fiduciary duty owed by Coralli to Vola. (Interrogatory No. 17).
- Defendant violated such fiduciary duty (or duties) and when such conduct occurred. (Interrogatory No. 18).

Vola objected to interrogatory numbers 16, 17, and 18 as exceeding the number of interrogatories permitted under rule 190.3, and to the extent they require Vola to marshal its evidence or seek information protected by the work product privilege. Vola stated that it would

provide “a basic statement of its legal contentions and factual bases for those contentions” if Vola is served with a Rule 194 request for disclosures.

Interrogatory number 23 asked Vola to identify by name and address all entities and/or individuals whom Coralli held himself out as a manager of Vola to and made oral promises regarding payment as alleged in paragraph 18 of the first amended petition. Vola objected to this interrogatory as exceeding the number of interrogatories permitted under rule 190.3.

C. Sting Soccer’s Requests for Production – Nos. 2–6, 27, 29, 30, 35

Sting Soccer complains of the trial court’s denial of Sting Soccer’s motion to compel responses to requests for production numbers 2 through 6, 23, 27, 29, 30, and 35, and the trial court’s sustaining of Vola’s objections to those requests. In these requests, Sting Soccer seeks production of the following documents:

- All contracts, agreement, or other documents creating obligations by Sting Soccer to Vola. (Request No. 2).
- Vola’s standard purchase order form. (Request No. 3).
- Documents Vola contends specify or identify the terms and conditions of any agreement between Vola and Sting Soccer. (Request No. 4).
- The Exclusive Supply Agreement made the basis of the lawsuit. (Request No. 5).
- All correspondence between Vola and Sting Soccer regarding the purchase of uniforms for the 2016 soccer season. (Request No. 6).
- Contract between Vola and its attorney regarding legal services to be performed in this case. (Request No. 23).
- Documents Vola contends establish, demonstrate, or prove the amount of uniforms Sting Soccer committed to purchasing from Vola as alleged in paragraph 17 of the first amended petition. (Request No. 27).
- Documents Vola contends establish, demonstrate, or prove that Sting Soccer was obligated to purchase any excess uniforms from Vola for the 2016 soccer season. (Request No. 29).
- Documents Vola contends establish, demonstrate, or prove that at all times since 2014 Vola was capable of fulfilling all purchase orders submitted by Sting Soccer. (Request No. 30).

- Documents Vola contends establish, demonstrate, or prove the amount of damages alleged owed to Vola by Sting Soccer. (Request No. 35).

Vola objected to these requests as improperly requesting Vola to marshal the evidence (numbers 4, 27, 29, 30, 35), calling for a legal conclusion (numbers 2–6, 23, 27, 29, 30, 35), requesting information equally available to Sting Soccer (numbers 2, 4, 6, 27, 29, 30, 35), and as overly broad, burdensome, seeking a fishing expedition, and seeking irrelevant information that is beyond the scope of discovery (numbers 2, 4, 6, 27, 29, 30, 35).

D. Coralli’s Requests for Production – Nos. 28, 29, 31–33, 40–51

Coralli complains of the trial court’s denial of his motion to compel responses to requests for production numbers 28, 29, 31 through 33 and 40 through 51, and the trial court’s sustaining of Vola’s objections to those requests.

Requests 28 and 29 seek documents showing a contract between Vola and its attorney regarding legal services performed for this case and all billing statements or other documents reflecting legal fees charged or to be charged in this case. Rather than objecting to these requests, Vola stated that it will produce documents in Vola’s possession, custody, or control “that it reasonably believe to be responsive” to the requests.

Requests 31 through 33, 40 through 46, and 51 sought production of documents Vola contends establish, demonstrate, or prove the following:

- Coralli “held himself out as a manager of VOLA” as alleged in paragraph 18 of the first amended petition. (Request number 31).
- Coralli “withheld VOLA’s assets and financial information from VOLA’s manager” as alleged in paragraph 18 of the first amended petition. (Request number 32).
- The amount of uniforms Coralli committed to purchase from Vola as alleged in paragraph 17 of the first amended petition. (Request number 33).
- Coralli made “financial commitments on behalf of VOLA without authority,” refused “to provide VOLA’s assets and financial information to VOLA’s management,” refused “to enforce the Supply Agreement against Sting while

acting as a member of VOLA,” and assisted “Sting with the breach of the Supply Agreement” as alleged in paragraph 34 of the first amended petition. (Request numbers 40, 41, 42, 43).

- Vola has been financially harmed by Coralli’s conduct as alleged in paragraph 34 of the first amended petition. (Request number 44).
- Coralli owed fiduciary duties as alleged in paragraph 35 of the first amended petition. (Request number 45).
- Coralli had the specific intent to harm Vola as alleged in paragraph 37 of the first amended petition. (Request number 46).
- The amount of damages allegedly owed to Vola. (Request number 51).

Vola objected to requests 31 through 33, 40 through 46, and 51 as improperly requiring Voila to marshal the evidence, calls for a legal conclusion, seeks information equally available to Coralli, seeks unspecified categories of documents, and is an overly broad and impermissible fishing expedition that seeks irrelevant documents and documents not reasonably calculated to lead to the discovery of admissible evidence.

Requests 47 and 48 sought all demand letters sent by Vola or by someone on Vola’s behalf to Coralli and all communications, including emails, between Vola and Coralli relating to the contract. Vola objected to these requests as seeking documents equally available to Coralli. Subject to the objection, Vola stated it would produce documents responsive to the request.

Requests 49 and 50 sought a true and correct copy of Vola, LLC’s company agreement and the Exclusive Supply Agreement made the basis of the lawsuit. Vola did not object to requests 49 and 50 and stated it would produce responsive documents.

E. Sting Soccer’s Requests for Admissions – Nos. 5, 10, 15–21, 38–40, 46, 47

Sting Soccer complains of the trial court’s denial of Sting Soccer’s motion to compel responses to requests for admissions numbers 5, 10, 15 through 17, 20, 21, 46, and 47, and the trial court’s sustaining of Vola’s objections to those requests. Sting Soccer complains that

Vola's responses to the requests for admissions contain invalid or improper objections, false answers, or evasive answers that should have been deemed admitted.

Vola denied request numbers 5, 46, and 47 subject to its objection that the terms "wholesale" in number 5 and "vendor" in numbers 46 and 47 are vague. Sting Soccer complains that the objections are conclusory and improper and should have been overruled.

Vola also denied request numbers 38, 39, and 40. Sting Soccer complains that Vola's denials of those requests are false and should have been deemed admitted based on e-mail communications between the parties.

Vola admitted request numbers 20 and 21, but did so by clarifying what specific facts it was admitting. Sting Soccer complains that the answers are improperly evasive because they rewrote the request.

The remaining admissions, numbers 10 and 15 through 19, sought admissions related to terms of the contract. For example, number 10 asked Vola to admit that the parties to the contract are Vola, LLC and The Sting Soccer Club. Numbers 15 and 16 asked Vola to admit that, pursuant to the contract, Vola agreed to certain specific terms. Numbers 17, 18, and 19 asked Vola to admit that, pursuant to the contract, that (17) Sting Soccer was permitted to obtain uniforms from another supplier if Vola was unable to supply the uniforms requested, (18) specific performance is the only remedy available for breach of the contract, and (19) prevailing party to a suit to enforce or interpret the contract may recover fees and court costs. Vola objected to these requests as calling for a legal conclusion and the contract speaks for itself.

Coralli does not complain of the trial court's rulings on Vola's objections to his requests for admissions.

Mandamus Standard

Mandamus is an extraordinary remedy that is available only in limited circumstances. *CSR Ltd. v. Link*, 925 S.W.2d 591, 596 (Tex. 1996) (orig. proceedings) (citing *Walker v. Packer*, 827 S.W.2d 833, 840 (Tex. 1992) (orig. proceeding)). Mandamus is “only appropriate in such cases when the relator establishes that the trial court could have reached only one conclusion and that a contrary finding is thus arbitrary and unreasonable.” *In re State Farm Lloyds*, No. 15-0903 & No. 15-0905, 2017 WL 2323099, at *6 (Tex. May 26, 2017). In order to obtain mandamus relief, a relator must show both that the trial court had 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).

While courts generally do not review orders refusing to compel discovery, mandamus relief may be granted when the denial of discovery goes to the heart of a party’s case or vitiates or severely compromises a party’s ability to present a viable claim or defense. *In re Allied Chem. Corp.*, 227 S.W.3d 652, 658 (Tex. 2007); *Able Supply Co. v. Moye*, 898 S.W.2d 766, 772 (Tex. 1995).

Discussion

The trial court abused its discretion in sustaining Vola’s objections to the interrogatories and requests for production at issue. Relators lack an adequate remedy on appeal as to those rulings because the discovery requests go to the heart of relators’ claims and defenses, and the trial court’s sustaining the objections vitiates relators’ ability to present a viable defense.

A. Interrogatories

Vola argued that relators’ interrogatories required it to marshal its evidence, required it to divulge information protected by the work product privilege, and should have been presented in a request for disclosure. In addition, Vola argued that Coralli’s interrogatories exceeded the

number permitted by Rule 190.3. These objections were improper here, and the trial court abused its discretion by sustaining them.

Rule 197.1 permits a party to serve contention interrogatories to “inquire whether a party makes a specific legal or factual contention and may ask the responding party to state the legal theories and to describe in general the factual bases for the party’s claims or defenses, . . .” TEX. R. CIV. P. 197.1; *see* TEX. R. CIV. P. 192.3(j) (“A party may obtain discovery of any other party’s legal contentions and the factual bases for those contentions.”). The party may not use interrogatories to require the responding party to marshal all of its available proof or the proof the party intends to offer at trial. TEX. R. CIV. P. 197.1. Marshaling means “[a]rranging all of a party’s evidence in the order that it will be presented at trial.” *Sheffield Dev. Co., Inc. v. Carter & Burgess, Inc.*, No. 02-11-00204-CV, 2012 WL 6632500, at *6 (Tex. App.—Fort Worth Dec. 21, 2012, pet. dismissed) (quoting Black’s Law Dictionary 1063 (9th ed. 2009)).

Relators’ interrogatories asked Vola to identify facts of which Vola is specifically aware that Vola contends establishes, demonstrates or proves specific allegations made by Vola in its pleadings. Such requests fall within the parameters of Rule 197.1 and do not require a marshaling of evidence. *See, e.g., In re Swepi L.P.*, 103 S.W.3d 578, 590 (Tex. App.—San Antonio 2003, orig. proceeding) (rejecting objections to similar interrogatories and stating that the objecting party “cannot avoid proving facts by assuming [the requesting party] is asking for more than the rules allow.”); *see also Sheffield Dev.*, 2012 WL 6632500, at *6 (interrogatories seeking facts underlying opposing party’s claims serve “the very purpose of discovery” and did not require a marshaling of evidence). The trial court abused its discretion by sustaining those objections and denying the motion to compel responses.

Further, discovery requests seeking a party’s legal or factual contentions are excepted from the work product doctrine and cannot be protected from discovery even if they otherwise fit

the definition of work product. *See* TEX. R. CIV. P. 192.5(c)(1) (“Even if made or prepared in anticipated of litigation or for trial the following is not work product protected from discovery: (1) information discoverable under Rule 192.3 concerning experts, trial witnesses, witness statements, and *contentions*. . . .”) (emphasis added); *see also In re Ochoa*, No. 12-04-00163-CV, 2004 WL 1192444, at *2 (Tex. App.—Tyler May 28, 2004, orig. proceeding) (citing TEX. R. CIV. P. 192.5(c)(1)). Because work product is not a proper objection to contention interrogatories, the trial court had no discretion and could only overrule Vola’s work product objections. Vola should have been required to answer, at least to the extent the rule provides.

Vola’s next objection to relators’ interrogatories suggests that Vola would respond if relators made the same request in a request for disclosures:

Answer: Subject to and without waiving the foregoing objection, Plaintiff will provide a basic statement of its legal contentions pursuant to Rule 194 in response to a written request for disclosure, should Plaintiff receive a timely written request for the same.

Vola essentially argues that it can refuse to answer proper interrogatories that it contends are more properly subject to a request for disclosure. No authority supports this argument. The purpose of discovery is to find the truth and parties are permitted to choose which discovery devices to use in the search for the truth. And there are often valid tactical reasons for choosing one type of discovery over another. For example, a party may choose to seek certain information through interrogatories because those must be verified by a witness, whereas disclosure responses do not require verification. *Compare* TEX. R. CIV. P. 197.2(d) with TEX. R. CIV. P 194. The trial court had no discretion to sustain this objection.

Finally, Vola objected that Coralli’s interrogatories exceeded the number permitted by the rules. A party may serve no more than 25 interrogatories. TEX. R. CIV. P. 190.3(b)(3). Each discrete subpart is considered a separate interrogatory. *Id.* A discreet subpart calls for information that is not logically or factually related to the primary interrogatory. *In re Swept*

L.P., 103 S.W.3d at 589 (citing TEX. R. CIV. P 190, cmt. 3)). The *Swepi* court reviewed an objection to the number of interrogatories with “subparts” and found that those “subparts” should not be counted as separate interrogatories because they simply identified the type of facts the serving party would like to know with respect to the primary interrogatory. *Id.* at 589. The same analysis applies here. Coralli’s interrogatories do not include numerous discreet subparts. Rather, they identify the types of facts Coralli would like to know with respect to the primary interrogatory.

The trial court abused its discretion when it sustained Vola’s objections to relators’ contention interrogatories because the trial court could have reached only one conclusion, to overrule Vola’s objections, but sustained them instead. Therefore, the trial court’s decision was arbitrary. *In re State Farm Lloyds*, 2017 WL 2323099, at *6. Further, the substance of the interrogatories goes to the heart of relators’ case and sustaining Vola’s objections vitiates relators’ ability to present a viable defense. Specifically, relators sought Vola’s contentions relating to (1) whether they were obligated to purchase any excess supply of uniforms; (2) whether Vola contends that any excess uniforms could not be sold to a third party due to customization; and (3) whether Vola was capable of fulfilling all the purchase orders they had for the 2016 soccer season. All such contentions relate to the contract between Sting Soccer and Vola, relate to the dispute regarding the uniforms for the 2016 season, address specific allegations in Vola’s pleadings and are, therefore, critical to relators’ case.

Accordingly, we conditionally grant the writ of mandamus as to Sting Soccer’s interrogatory numbers 7, 8, 9, and 14 and Coralli’s interrogatory numbers 16, 17, 18, and 23, overrule Vola’s objections to those interrogatories, hold that Vola’s answers to those interrogatories are inadequate, and direct the trial court to order Vola to respond to those interrogatories.

B. Requests for Production

Vola contends relators' requests for production required Vola to marshal its evidence, called for legal conclusions, and sought documents equally available to relators. These objections were improper and left the trial court with no discretion to sustain the objections.

First, requests for production may properly ask a party to provide "all," "each," or "every" document pertaining to a relevant, narrow subject of the litigation. *In re Allstate*, 227 S.W.3d 667, 669 (Tex. 2007) (orig. proceeding); Robert K. Wise, *Ending Evasive Responses to Written Discovery: A Guide for Properly Responding (and Objecting) to Interrogatories and Document Requests Under the Texas Discovery Rules*, 65 BAYLOR L. REV. 510, 598 (2013). "Marshalling the evidence" is not considered a valid objection to a request for production because, unlike the rule of civil procedure regarding interrogatories and requests for disclosure, the rules regarding requests for production does not include any language concerning the marshalling of evidence. 65 BAYLOR L. REV. at 598.

Second, the rules permit parties to seek discovery supporting its adversary's specific factual and legal contentions. *E.g.*, TEX. R. CIV. P. 192.3(j), 197.1. The requests at issue here simply asked Vola to produce documents it possessed that supported the specific allegations in Vola's petition. Such requests are not objectionable for seeking legal conclusions.

Similarly, Vola's objection that the information sought is equally available is an invalid objection. Texas law does not allow a party to evade discovery requests by simply asserting that the other party already has the information. *See, e.g., In re Ochoa*, 2004 WL 1192444, at *2. Not only do such requests ensure that the parties have the same basic documents, requiring your opponent to produce certain documents enables the party seeking discovery to activate the automatic authentication rights provided by Rule 193.7. *See* TEX. R. CIV. P. 193.7.

Finally, Vola's objections that the requests for production are overbroad, burdensome, and an improper fishing expedition should not have been sustained by the trial court because Vola presented no evidence to support those objections. *See, e.g., Masinga v. Whittington*, 792 S.W.2d 940, 941 (Tex. 1999) (orig. proceeding) (trial court abused its discretion by limiting discovery based only arguments of party resisting discovery). Here, Vola presented no arguments or evidence to support these objections. Because the trial court below was neither presented with arguments nor actual evidence to support these objections before ruling to limit discovery, the trial court abused its discretion in sustaining these objections.

The trial court abused its discretion when it sustained Vola's objections to relators' requests for production because the trial court could have reached only one conclusion, to overrule Vola's objections, but sustained them instead. Therefore, the trial court's decision was arbitrary. *In re State Farm Lloyds*, 2017 WL 2323099, at *6. Further, the substance of the requests for production goes to the heart of relators' case and sustaining the objections vitiates their ability to present a viable defense. The requests relate to the contract between Sting Soccer and Vola, the dispute regarding the uniforms for the 2016 season, and specific allegations in Vola's pleadings and are, therefore, critical to relators' case. Accordingly, we conditionally grant the writ of mandamus as to Sting Soccer's requests for production numbers 2 through 6, 27, 29, 30, and 35 and Coralli's requests for production numbers 28, 29, 31 through 33, and 40 through 51, overrule Vola's objections to those requests for production, hold that Vola's answers to those requests for production are inadequate, and direct the trial court to order Vola to respond to those requests for production.

C. Requests for Admissions

The primary purpose of requests for admission is to simplify trials by eliminating matters about which there is no real controversy; to obviate in advance of trial, proof of obviously

undisputed facts. *Mosby v. Tex. & P. Ry. Co.*, 191 S.W.2d 55, 58 (Tex. Civ. App.—El Paso 1945, writ ref'd w.o.m.); *see generally* TEX. R. CIV. P. 198.1–198.3. Rule 198.2(c) requires a party to specifically admit or deny a request for admission. TEX. R. CIV. P. 198.2(c). If the party cannot admit or deny the request, then the party must explain in detail the reasons that the party cannot admit or deny the request. *Id.* A response must fairly meet the substance of the request. *Id.* The responding party may qualify an answer, or deny a request in part, only when good faith requires. *Id.*

Sting Soccer complains of Vola's responses to Sting Soccer's requests for admissions numbers 5, 10, 15 through 19, 20, 21, 38, 39, 40, 46, and 47. Sting Soccer has not, however, established that the trial court abused its discretion by denying Sting Soccer's request to deem those requests as admitted or to require Vola to amend its answers. To begin, Vola answered requests for admissions number 5, 20, 21, 38, 39, 40, 46, and 47 as required by Rule 198.2(c). Sting Soccer's complaints that some of those answers are false and some were improperly conditioned on rewritten facts are not a basis for mandamus relief or for deeming admissions. Further, the responses to request numbers 20 and 21 fairly meet the substance of the requests even though Vola qualified the admissions by specifically stating what facts Vola admits. Similarly, those answers are not evasive or incomplete, they merely explain the admissions.

The remaining admissions, numbers 10 and 15 through 19, sought admissions related to terms of the contract. Vola objected to these requests because they called for legal conclusions and related to provisions in a contract that speak for themselves. Parties may not be compelled to answer legal conclusions, and such conclusions do not bind the court. *Credit Car Ctr., Inc. v. Chambers*, 969 S.W.2d 459, 464 (Tex. App.—El Paso 1998, no pet.); *Fort Bend Cent. Appraisal Dist. v. Hines Wholesale Nurseries*, 844 S.W.2d 857, 858–59 (Tex. App.—Texarkana 1992, writ denied). An admission of a purely legal issue is of no effect. *Fort Bend Cent Appraisal Dist.*,

844 S.W.2d at 858–59. The trial court did not abuse its discretion by refusing to require Vola to answer requests for admissions numbers 10 and 15 through 19 because Vola cannot be compelled to admit legal conclusions. Accordingly, we deny the petition for writ of mandamus as to the requests for admissions.

D. Vola’s contention that the discovery requests are unduly burdensome.

In addition to its objections to specific discovery requests, Vola also argues that the discovery was unduly burdensome because the multiple defendants Vola sued propounded substantially similar discovery requests but drafted the requests such that they were not consistently numbered. For example, interrogatory number 1 and request for production number 1 in one defendant’s request might be numbered interrogatory number 6 and request for production number 8 in another defendant’s request. Vola maintains that the trial court properly denied the motion to compel based on that discovery tactic alone. We disagree. Vola chose to sue multiple defendants, and those defendants are under no obligation to consolidate their discovery requests for Vola’s benefit. The trial court abused its discretion to the extent the trial court sustained Vola’s objections on those grounds.

Conclusion

We conclude that relators are entitled to mandamus relief related to the trial court’s orders sustaining objections to and denying relators’ motions to compel adequate responses to the interrogatories and requests for production addressed in this proceeding. Accordingly, we conditionally grant the writ of mandamus as to Sting Soccer’s interrogatory numbers 7, 8, 9, and 14 and Coralli’s interrogatory numbers 16, 17, 18, and 23, overrule Vola’s objections to those interrogatories, hold that Vola’s answers to those interrogatories are inadequate, and direct the trial court to issue a written ruling ordering Vola to respond to those interrogatories. We also conditionally grant the writ of mandamus as to Sting Soccer’s requests for production numbers 2

through 6, 27, 29, 30, and 35 and Coralli's requests for production numbers 28, 29, 31 through 33, and 40 through 51, overrule Vola's objections to those requests for production, hold that Vola's answers to those requests for production are inadequate, and direct the trial court to issue a written ruling ordering Vola to respond to those requests for production. We order the trial court to make the written rulings ordered herein within fifteen (15) days of the date of this opinion. A writ will issue only if the trial court fails to comply with this opinion and the order of this date. We deny relator's petition for writ of mandamus as to the orders related to Sting Soccer's requests for admissions.

/Douglas S. Lang/
DOUGLAS S. LANG
JUSTICE

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