NUMBER 13-19-00177-CV

COURT OF APPEALS

THIRTEENTH DISTRICT OF TEXAS

CORPUS CHRISTI - EDINBURG

IN RE SERVICE CORPORATION INTERNATIONAL AND SCI TEXAS FUNERAL SERVICES, LLC (SUCCESSOR-IN-INTEREST TO SCI TEXAS FUNERAL SERVICES, INC.) D/B/A BUENA VISTA BURIAL PARK AND D/B/A FUNERARIA DEL ANGEL BUENA VISTA

On Petition for Writ of Mandamus.

MEMORANDUM OPINION

Before Chief Justice Contreras and Justices Benavides and Hinojosa
Memorandum Opinion by Chief Justice Contreras[1]

Relators Service Corporation International and SCI Texas Funeral Services, LLC (successor-in-interest to SCI Texas Funeral Services, Inc.) d/b/a Buena Vista Burial Park and d/b/a Funeraria del Angel Buena Vista filed a petition for writ of mandamus in the above cause on April 9, 2019. Through this original proceeding, relators contend that the

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[1] *See* TEX. R. APP. P. 52.8(d) ("When denying relief, the court may hand down an opinion but is not required to do so. When granting relief, the court must hand down an opinion as in any other case."); *see also id.* R. 47.4 (distinguishing opinions and memorandum opinions).

trial court[2] erred by compelling pre-arbitration depositions that are "outside the proper scope of pre-arbitration discovery." We conditionally grant the petition for writ of mandamus.

I. Background

In the underlying lawsuit, real party in interest Maria Ruiz alleges that relators committed fraud in handling the funeral services and burial of Ruiz's deceased brother, Ernesto Eguia. Ruiz had signed two contracts for her brother's funeral services which contained arbitration clauses. In a previous appeal arising from this case, relators challenged the trial court's denial of their motion to compel arbitration based on the arbitration clauses in these contracts. *See Serv. Corp. Int'l v. Ruiz*, No. 13-16-00699-CV, 2018 WL 549196, at *1–9 (Tex. App.—Corpus Christi–Edinburg Jan. 25, 2018, pet. denied) (mem. op.). We concluded that the arbitration clauses were valid and binding and that Ruiz's claims fell within the scope of the arbitration clauses. *Id.* at *5–7. We rejected Ruiz's claim that fraud barred arbitration. *Id.* at *8–9. We concluded, however, that the trial court had not reached the merits of Ruiz's unconscionability defense, and the undeveloped record did not permit us to reach the merits of that defense. *Id.* at *9. We declined to address the merits of her unconscionability defense, and we left this issue for the trial court's resolution. *Id.* We reversed the trial court's order denying arbitration and remanded the matter to the trial court for further proceedings consistent with our opinion regarding the resolution of Ruiz's unconscionability defense. *Id.*

Meanwhile, the parties held a series of hearings regarding discovery. On September 22, 2017, during the pendency of the appeal, the trial court signed a written

[2] This original proceeding arises from trial court cause number 2015-DCL-06302 in the 138th District Court of Cameron County, Texas, and the respondent is the Honorable Arturo Cisneros Nelson. *See id.* R. 52.2.

order compelling various forms of discovery. In pertinent part, the order granted Ruiz's motion to compel the deposition of Arturo Leal, the individual who allegedly embalmed the decedent. On March 5, 2019, at the hearing on relators' motion to reconsider the September 22, 2017 ruling, the trial court declined to reconsider his order compelling Leal's deposition and further orally granted Ruiz's request to depose "people in the arrangement room" who were "witnesses to how the contract[s were] entered into." At a subsequent hearing on April 4, 2019 regarding this discovery, the trial court ordered that the scope of discovery encompassed "up to July the 3rd, which is when [the decedent] was buried." The trial court did not sign an order reducing its oral ruling regarding these additional depositions to writing.[3]

This original proceeding ensued. By two issues, relators contend that (1) the trial court abused its discretion in ordering discovery that is beyond the proper scope of pre-arbitration discovery, and (2) they lack an adequate remedy by appeal. This Court requested that Ruiz, or any others whose interests would be directly affected by the relief sought, file a response to the petition for writ of mandamus. *See* TEX. R. CIV. P. 52.2, 52.4, 52.8. Ruiz filed a response to the petition for writ of mandamus through which she asserts, inter alia, that "the trial court was not given a chance to exercise its discretion" and pointed out that the trial court stated at the April 4, 2019 hearing that it had not had the opportunity to read all the underlying motions. She asserted that relators were "obstructing the trial court's attempt to be properly informed to exercise its discretion." She argued that the trial court had not "fully" exercised its discretion by signing an order and that a written order was "necessary" to support mandamus review. Ruiz further

[3] We note that Ruiz signed the Interment Contract on June 25, 2015, the decedent passed away on June 26, 2015, the Funeral Contract was signed on July 1, 2015, and the funeral and burial occurred on July 3, 2015.

asserted, on the merits, that the scope of the circumstances surrounding the issue of arbitrability "include all circumstances related to the mishandling of the corpse."

On April 24, 2019, this Court abated this original proceeding and remanded it to the trial court. We noted that the record before the Court included one written order pertaining to discovery signed on September 22, 2017; however, the remainder of the discovery rulings at issue were oral. Mandamus may be based on an oral ruling. *See In re Nabors*, 276 S.W.3d 190, 192 n.3 (Tex. App.—Houston [14th Dist.] 2009, orig. proceeding); *In re Bill Heard Chevrolet, Ltd.*, 209 S.W.3d 311, 314 (Tex. App.—Houston [1st Dist.] 2006, orig. proceeding); *In re Bledsoe*, 41 S.W.3d 807, 811 (Tex. App.—Fort Worth 2001, orig. proceeding). However, the ruling must be clear, specific, enforceable, and adequately shown by the record. *In re State ex rel. Munk*, 448 S.W.3d 687, 690 (Tex. App.—Eastland 2014, orig. proceeding); *In re Bledsoe*, 41 S.W.3d at 811. Given the foregoing, we remanded this original proceeding "for the limited purpose of providing the respondent with an opportunity to fully exercise his discretion and prepare and sign any written orders necessary pertaining to the discovery at issue here." On remand, on May 2, 2019, the trial court signed an order which states:

> The following matters were set for hearing on March 5, 2019 at 9:00 a.m.:
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> - Defendants' Motion for Hearing to Compel Arbitration and for Abatement of Suit Pending Arbitration;
> - Defendants' Amended Motion for Reconsideration (of Court's prior discovery order);
> - Plaintiff's Response to said Motions;
> - Plaintiff's Motion to Stay Arbitration Hearing Pending Limited Discovery;
> - Plaintiff's Motion for Limited Discovery;

- Request for Order to Show Cause;
- Request for Attorney's Fees;

> On March 5, 2019, the Court considered the above listed motions of Plaintiff and Defendants and heard arguments of counsel thereon. The Court took judicial notice of this Court's prior orders of September 22, 2017, denying Defendants' stay of discovery and granting Plaintiff limited discovery, as well as the January 25, 2018 Opinion of the Thirteenth Court of Appeals remanding the case to this Court for further proceedings, including resolution of Plaintiff's unconscionability defense.
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> THEREFORE, this Court ORDERS, ADJUDGES, AND DECREES the following:
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> 1. Defendants' Motion for Hearing to Compel Arbitration and For Abatement of Suit Pending Arbitration is DENIED;
> 2. Defendants' Amended Motion for Reconsideration (of Court's prior discovery order) is DENIED;
> 3. Plaintiff's Motion to Stay Arbitration Hearing Pending Limited Discovery is GRANTED, and includes depositions of all persons present at the time of contracting as to all funeral arrangements and the circumstances relating to those contracts that occurred on or before July 3, 2015;
> 4. Plaintiff's Motion to Stay Arbitration Hearing Pending Limited Discovery is GRANTED;
> 5. The parties are ORDERED to appear June 14, 2019 at 9:00 a.m. for further proceedings on Plaintiff's unconscionability defense to the arbitrability of this case.

Having received and reviewed the supplemental record including the trial court's order, we reinstate this original proceeding. With regard to the trial court's May 2, 2019 order on remand, relators assert that this "written order matches what [the trial court] had already ordered orally" and it "does not change anything about the merits of the defendants' mandamus objection." Relators assert that the trial court continues to order the parties to conduct pre-arbitration depositions which inquire into "the circumstances relating to the contracts that occurred on or before July 3, 2015"—that is, through the date

of burial. They contend that "the trial court is erroneously requiring the parties to conduct discovery on the merits of the plaintiff's claims before that court will rule on the arbitrability issue." According to relators, the "written order dispenses with any concern about whether the trial judge has had the opportunity to rule on this issue, and this mandamus proceeding is now ripe for decision."

II. Standard of Review

To be entitled to the extraordinary relief of a writ of mandamus, the relator must show that the trial court abused its discretion and that there is no adequate remedy by appeal. *In re Dawson*, 550 S.W.3d 625, 628 (Tex. 2018) (orig. proceeding) (per curiam); *In re Prudential Ins. Co. of Am.*, 148 S.W.3d 124, 135–36 (Tex. 2004) (orig. proceeding). The relator has the burden of establishing both prerequisites to mandamus relief, and this burden is a heavy one. *In re CSX Corp.*, 124 S.W.3d 149, 151 (Tex. 2003) (orig. proceeding) (per curiam).

A trial court clearly abuses its discretion if it reaches a decision that is so arbitrary and unreasonable that it amounts to a clear and prejudicial error of law or if it clearly fails to analyze the law correctly or apply the law correctly to the facts. *In re Cerberus Capital Mgmt., L.P.*, 164 S.W.3d 379, 382 (Tex. 2005) (orig. proceeding) (per curiam). The adequacy of an appellate remedy must be determined by balancing the benefits of mandamus review against the detriments. *In re Team Rocket, L.P.*, 256 S.W.3d 257, 262 (Tex. 2008) (orig. proceeding). Because this balance depends heavily on circumstances, it must be guided by the analysis of principles rather than the application of simple rules that treat cases as categories. *In re McAllen Med. Ctr., Inc.*, 275 S.W.3d 458, 464 (Tex. 2008) (orig. proceeding). We evaluate the benefits and detriments of mandamus review

and consider whether mandamus will preserve important substantive and procedural rights from impairment or loss. *In re Prudential Ins. Co. of Am.*, 148 S.W.3d at 136.

Mandamus relief is appropriate when a trial court improperly orders pre-arbitration discovery. *See In re Hous. Pipe Line Co.*, 311 S.W.3d 449, 451 (Tex. 2009) (orig. proceeding) (per curiam); *In re DISH Network, L.L.C.*, 563 S.W.3d 433, 438 (Tex. App.—El Paso 2018, orig. proceeding); *In re VNA, Inc.*, 403 S.W.3d 483, 488 (Tex. App.—El Paso 2013, orig. proceeding).

III. Scope of Discovery

The scope of discovery includes any unprivileged information that is relevant to the subject of the action, even if it would be inadmissible at trial, if the information is reasonably calculated to lead to the discovery of admissible evidence. Tex. R. Civ. P. 192.3; *In re CSX Corp.*, 124 S.W.3d at 152. Information is relevant if it has any tendency to make a fact that is of consequence to the determination of the action "more or less probable" than it would be without the information. Tex. R. Evid. 401; *see JBS Carriers, Inc. v. Washington*, 564 S.W.3d 830, 836 (Tex. 2018). The phrase "relevant to the subject matter" is to be "liberally construed to allow the litigants to obtain the fullest knowledge of the facts and issues prior to trial." *Ford Motor Co. v. Castillo*, 279 S.W.3d 656, 664 (Tex. 2009); *see* Tex. R. Civ. P. 192.3; *In re HEB Grocery Co.*, 375 S.W.3d 497, 500 (Tex. App.—Houston [14th Dist.] 2012, orig. proceeding). Generally, the scope of discovery is within the trial court's discretion. *In re Nat'l Lloyds Ins. Co.*, 532 S.W.3d 794, 802 (Tex. 2017) (orig. proceeding); *In re Graco Children's Prods., Inc.*, 210 S.W.3d 598, 600 (Tex. 2006) (per curiam); *In re CSX Corp.*, 124 S.W.3d at 152. Nevertheless, discovery requests must be reasonably customized to include only those matters relevant to the

case. *In re Nat'l Lloyds Ins. Co.*, 507 S.W.3d 219, 224 (Tex. 2016) (orig. proceeding); *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813, 815 (Tex. 1995) (orig. proceeding).

IV. Pre-Arbitration Discovery

The trial court may order pre-arbitration discovery when it "cannot fairly and properly" make its decision on a motion to compel arbitration because "it lacks sufficient information regarding the scope of an arbitration provision or other issues of arbitrability." *In re Hous. Pipe Line Co.*, 311 S.W.3d at 451; *see In re Susan Newell Custom Home Builders, Inc.*, 420 S.W.3d 459, 460 (Tex. App.—Dallas 2014, orig. proceeding). However, discovery must be limited to obtaining information regarding the scope of the arbitration provision or a defense to the provision. *See In re Hous. Pipe Line Co.*, 311 S.W.3d at 451. A party opposing arbitration is entitled to pre-arbitration discovery on a defense "if and only if" the party "shows or provides a colorable basis or reason to believe that the discovery requested is material in establishing the defense." *In re VNA, Inc.*, 403 S.W.3d at 487; *see In re Hous. Pipe Line Co.*, 311 S.W.3d at 451 (stating that "motions to compel arbitration and any reasonably needed discovery should be resolved without delay"). Pre-arbitration discovery is not an authorization to order discovery on the merits of the underlying controversy. *See In re Hous. Pipe Line Co.*, 311 S.W.3d at 451; *In re ReadyOne Indus., Inc.*, 400 S.W.3d 164, 168 (Tex. App.—El Paso 2013, orig. proceeding); *In re F.C. Holdings, Inc.*, 349 S.W.3d 811, 815 (Tex. App.—Tyler 2011, orig. proceeding [mand. denied]).

V. Unconscionability

In 2018, we reversed and remanded this case for the trial court to consider Ruiz's defense to arbitration regarding unconscionability. *See Serv. Corp. Int'l v. Ruiz*, 2018 WL 549196, at *9. An arbitration agreement is invalid if it is unconscionable. *See In re Palm*

Harbor Homes, Inc., 195 S.W.3d 672, 677–79 (Tex. 2006) (orig. proceeding); *In re Halliburton Co.*, 80 S.W.3d 566, 572 (Tex. 2002) (orig. proceeding). "Arbitration agreements may be either substantively or procedurally unconscionable, or both." *Royston, Rayzor, Vickery, & Williams, LLP v. Lopez*, 467 S.W.3d 494, 499 (Tex. 2015); *see In re Olshan Found. Repair Co.*, 328 S.W.3d 883, 892 (Tex. 2010) (orig. proceeding).

Substantive unconscionability refers to the fairness of the arbitration provision itself. *Royston, Rayzor, Vickery, & Williams, LLP,* 467 S.W.3d at 499; *In re Halliburton Co.*, 80 S.W.3d at 571; *Pilot Travel Ctrs., LLC v. McCray*, 416 S.W.3d 168, 180 (Tex. App.—Dallas 2013, no pet.). The critical inquiry in reviewing an arbitration agreement for substantive unconscionability "is whether the arbitral forum in a particular case is an adequate and accessible substitute to litigation, a forum where the litigant can effectively vindicate his or her rights." *In re Olshan Foundation Repair Co.*, 328 S.W.3d at 894. Substantive unconscionability refers to whether the arbitration provision ensures preservation of the substantive rights and remedies of a litigant. *In re Odyssey Healthcare, Inc.*, 310 S.W.3d 419, 422 (Tex. 2010) (orig. proceeding). In contrast, procedural unconscionability refers to the circumstances surrounding the adoption of the arbitration provision. *Royston, Rayzor, Vickery, & Williams, LLP*, 467 S.W.3d at 499. Our focus is on the time the agreement is entered. *See In re Olshan Found. Repair Co.*, 328 S.W.3d at 892; *In re Halliburton*, 80 S.W.3d at 571; *BBVA Compass Inv. Sols., Inc. v. Brooks*, 456 S.W.3d 711, 725 (Tex. App.—Fort Worth 2015, no pet.). Subsequent events do not retroactively make an agreement procedurally unconscionable. *BBVA Compass Inv. Sols., Inc.*, 456 S.W.3d at 725.

In examining the issue of unconscionability, we consider the totality of the circumstances as of the time the contract was formed. *Hogg v. Lynch, Chappell & Alsup,*

P.C., 553 S.W.3d 55, 73 (Tex. App.—El Paso 2018, no pet.); *Delfingen US-Tex., L.P. v. Valenzuela*, 407 S.W.3d 791, 798 (Tex. App.—El Paso 2013, no pet.); *Ski River Dev., Inc. v. McCalla*, 167 S.W.3d 121, 136 (Tex. App.—Waco 2005, pet. denied). The circumstances surrounding the negotiations must be sufficiently "shocking" to compel the court to intercede. *Delfingen US-Tex., L.P.*, 407 S.W.3d at 798; *see Ski River Dev., Inc.*, 167 S.W.3d at 136. We examine: (1) the entire atmosphere in which the agreement was made; (2) the alternatives, if any, available to the parties at the time the contract was made; (3) the non-bargaining ability of one party; (4) whether the contract was illegal or against public policy; and (5) whether the contract is oppressive or unreasonable. *ReadyOne Indus., Inc. v. Flores*, 460 S.W.3d 656, 667 (Tex. App.—El Paso 2014, pet. denied); *Delfingen US-Tex., L.P.*, 407 S.W.3d at 798; *Ski River Dev., Inc.*, 167 S.W.3d 121. The first three factors apply to the issue of procedural unconscionability; the last two factors are relevant to the issue of substantive unconscionability. *Ridge Nat. Res., L.L.C. v. Double Eagle Royalty, L.P.*, 564 S.W.3d 105, 131 (Tex. App.—El Paso 2018, no pet.).

VI. Analysis

Relators contend that the ordered depositions should be limited in scope to the circumstances leading up to the signing of the contracts containing the arbitration provisions and nothing thereafter; however, the trial court allowed the scope of discovery to include matters up to the day of the decedent's funeral. Relators more broadly contend that discovery should be limited to Ruiz's unconscionability defense pertaining to the arbitration agreements.

Ruiz, in contrast, asserts that relators' conduct regarding their handling of the decedent's remains pertains to her unconscionability defense and the depositions should proceed without any limitations. Ruiz contends that the court must consider the "totality

of the circumstances" surrounding the time the arbitration agreements were entered, and the relators' alleged actions, detailed in her second amended petition, in failing to properly and timely embalm the decedent, allowing the decedent's remains to become infested with insects, and burying the decedent without his internal organs fall within these circumstances. She further argues that "newly discovered evidence" pertaining to the chain of custody for the decedent's remains supports her contention that the decedent's remains were treated unconscionably.

We disagree with Ruiz's contention that her global claims pertaining to unconscionability regarding the relators' handling of the decedent's remains are at issue here. Challenges to an arbitration provision in a contract must be directed specifically to that provision. *See Royston, Rayzor, Vickery, & Williams, LLP*, 467 S.W.3d at 501; *In re Labatt Food Serv., L.P.*, 279 S.W.3d 640, 647–48 (Tex. 2009) (orig. proceeding); *In re FirstMerit Bank, N.A.*, 52 S.W.3d 749, 756 (Tex. 2001) (orig. proceeding); *Venture Cotton Coop. v. Freeman*, 494 S.W.3d 186, 198 (Tex. App.—Eastland 2015, no pet.). Thus, Ruiz's claim regarding unconscionability must specifically relate to the arbitration provisions at issue in the contracts, not the merits of her case. *See In re FirstMerit Bank, N.A.*, 52 S.W.3d at 756 (stating that the defenses of unconscionability, duress, fraudulent inducement, and revocation must specifically relate to the arbitration portion of a contract, not the contract as a whole, if they are to defeat arbitration). The wrongful conduct that Ruiz alleges—the mishandling of the decedent's remains—does not pertain to the arbitration clauses. Therefore, the discovery sought "extend[s] to the underlying merits of the controversy" and is not necessary for the trial court to determine arbitrability. *See In re Hous. Pipe Line Co.*, 311 S.W.3d at 451; *In re Susan Newell Custom Home Builders, Inc.*, 420 S.W.3d at 462. We agree with relators that the trial court erred in ordering

discovery that extends to the underlying merits and exceeds the scope of pre-arbitration discovery. Discovery must be limited to Ruiz's alleged unconscionability defense to arbitration. *See In re Hous. Pipe Line Co.*, 311 S.W.3d at 451.

We address the trial court's two discovery orders separately. First, the trial court has ordered the deposition of Arturo Leal, the individual who embalmed the decedent. The trial court's order compelling this deposition does not include any limitation regarding the scope of the deposition. Ruiz has not shown or provided a "colorable basis or reason to believe" that the deposition of the embalmer is material to establishing her defense that the arbitration agreement is unconscionable. *In re DISH Network, L.L.C.*, 563 S.W.3d at 440–41; *see In re VNA, Inc.*, 403 S.W.3d at 488; *In re ReadyOne Indus., Inc.*, 420 S.W.3d 179, 186 (Tex. App.—El Paso 2012, orig. proceeding). Rather, the deposition of the embalmer is relevant to Ruiz's claims on the merits regarding the relators' handling of the decedent's remains. Accordingly, we conclude that the trial court abused its discretion in ordering Leal's deposition.[4]

Second, the trial court has ordered the "depositions of all persons present at the time of contracting as to all funeral arrangements and the circumstances relating to those contracts that occurred on or before July 3, 2015," the decedent's burial date. While this order arguably encompasses issues pertaining to whether the arbitration agreements are unconscionable, it is overbroad insofar as it is not limited in scope to that issue. The scope of the depositions extends to "all funeral arrangements" and further clearly encompasses Ruiz's claims on the merits insofar as it includes the period of time between

[4] Based upon the record, we assume that Leal was not present at the time of contracting or otherwise involved in the negotiation or execution of the arbitration clauses or the contracts in general. Our decision here should not be construed to preclude Leal's deposition if Ruiz provides a "colorable basis or reason to believe" that Leal's deposition is material to establishing her defense that the arbitration agreement is unconscionable. *In re DISH Network, L.L.C.*, 563 S.W.3d 433, 438 (Tex. App.—El Paso 2018, orig. proceeding); *In re VNA, Inc.*, 403 S.W.3d 483, 488 (Tex. App.—El Paso 2013, orig. proceeding).

execution of the arbitration agreements and the burial of the decedent. Accordingly, the trial court abused its discretion in ordering this discovery which goes to the merits of the underlying case. *See In re Hous. Pipe Line Co.*, 311 S.W.3d at 451; *In re Susan Newell Custom Home Builders, Inc.*, 420 S.W.3d at 462.

Because we have concluded that the trial court abused its discretion by ordering overbroad discovery which is not limited to Ruiz's unconscionability defense, we sustain relators' first issue.

VII. Adequacy of a Remedy by Appeal

In their second issue, relators contend that they lack an adequate remedy by appeal. We agree. *See In re Hous. Pipe Line Co.*, 311 S.W.3d at 452 (conditionally granting mandamus relief where the ordered discovery was overbroad); *In re Susan Newell Custom Home Builders, Inc.*, 420 S.W.3d at 462 ("the trial court's error in ordering the discovery cannot be cured by ordinary appeal"); *In re VNA, Inc.*, 403 S.W.3d at 488 (concluding that the realtor lacked an adequate remedy by appeal where the trial court had no basis to compel discovery prior to deciding arbitrability); *In re ReadyOne Indus., Inc.*, 400 S.W.3d at 173 (concluding that an ordinary appeal would not cure the trial court's error in ordering pre-arbitration discovery without a necessary basis or reason because the order was "unjustifiably harassing and unduly burdensome because any discovery ordered would be patently irrelevant"). The trial court lacked discretion to order discovery on the merits, and this error cannot be cured by appeal. We sustain relators' second issue.

VIII. Conclusion

The Court, having examined and fully considered the petition for writ of mandamus, the response, the record, and the applicable law, is of the opinion that relators have met

their burden to obtain mandamus relief. Accordingly, we lift the stay previously imposed in this case. *See* TEX. R. APP. P. 52.10(b) ("Unless vacated or modified, an order granting temporary relief is effective until the case is finally decided."). We conditionally grant the writ of mandamus and direct the trial court to vacate the September 22, 2017 and May 2, 2019 orders compelling the depositions. As the supreme court observed in *Houston Pipe Line*, the trial court retains discretion to order limited discovery, as directed, regarding Ruiz's unconscionability defense. *In re Hous. Pipe Line Co.*, 311 S.W.3d at 452. However, the trial court must limit discovery to Ruiz's alleged defense of unconscionability and must not allow merits-based discovery. *See id.* The motion to compel arbitration and any reasonably necessary discovery should be resolved without further delay. *See id.* The writ of mandamus will issue only if the trial court fails to comply.

DORI CONTRERAS
Chief Justice

Delivered and filed the
12th day of June, 2019.