Opinion issued August 1, 2019

In The

Court of Appeals

For The

First District of Texas

NO. 01-18-00811-CV

HOUSTON NFL HOLDING L.P. D/B/A HOUSTON TEXANS, Appellant

V.

DEMECO RYANS, Appellee

On Appeal from the 133rd District Court
Harris County, Texas
Trial Court Case No. 2016-70179

O P I N I O N

This is an accelerated interlocutory appeal from an order denying a motion to compel arbitration under the Federal Arbitration Act.[1] DeMeco Ryans, a former

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[1] *See* 9 U.S.C. §§ 1–16 (FAA); TEX. CIV. PRAC. & REM. CODE § 51.016 (permitting interlocutory appeal from order denying motion to compel arbitration under FAA); TEX. R. APP. P. 28.1(a) (establishing types of accelerated appeals).

professional football player for the Philadelphia Eagles, suffered a career-ending injury while playing an away game against the Houston Texans. Ryans sued the Texans in state court, asserting a claim for premises liability as an invitee. The Texans filed a motion to compel arbitration under the Collective Bargaining Agreement between the National Football League's club owners and players' union, and the trial court denied the motion.

In a single issue, the Texans argue that the trial court abused its discretion because the CBA contains a valid arbitration agreement and Ryans' claim falls within the agreement's scope. We agree and therefore reverse the order denying the motion and remand to the trial court so that it can sign an order compelling arbitration and staying this suit.

Background

The material facts are undisputed. DeMeco Ryans is a former All-Pro NFL linebacker who suffered a career-ending injury while playing an away game against the Houston Texans. Ryans sued the Texans in state court, and the Texans, after a failed attempt to remove the case to federal court, moved to compel arbitration under the collective bargaining agreement between the NFL team owners, on the one hand, and players' union, on the other. The issue in this appeal is whether Ryans' state law tort claim falls within the scope of the CBA's arbitration clause.

Ryans suffers a career-ending injury while playing an away game against the Texans

Ryans began his career in 2006 with the Houston Texans and was later traded to the Philadelphia Eagles in 2012. Ryans' career came to an abrupt end on November 2, 2014, when he tore his Achilles tendon during an away game at NRG Stadium against his former team, the Texans. The tear to Ryans' Achilles tendon was a non-contact injury—it was not caused by and did otherwise involve contact with another player. After the tear, Ryans was placed on injured reserve and eventually released by the Eagles. After his release from the Eagles, Ryans was not signed by another team. Ryans never fully recovered from his injury and never played professional football again.

Ryans sues the Texans in state court

In October 2016, Ryans sued the Texans in state court, asserting a claim for premises liability.[2] In his amended petition, Ryans alleges that, at the time of his injury, the Texans were a lessee and possessor of NRG Stadium, and he was an invitee. He alleges that the Texans, as possessor, owed him, as invitee, a duty of

[2] Ryans also asserted state law tort claims against (1) StrathAyr Turf Systems Pty Ltd., the company that designed the turf system in place at NRG Stadium at the time of Ryans' injury, (2) Harris County Convention & Sports Corporation, the entity that owns NRG Stadium, (3) SMG, the venue management company that that HCCSC hired to operate and manage NRG Stadium, and (4) National Football League, Inc. Ryan later dropped his claim against the NFL.

ordinary care, including a duty to provide him and other NFL football players with a reasonably safe playing field.

Ryans alleges that the Texans breached their duty of ordinary care by negligently selecting an unreasonably dangerous design for the field—one that was made up of hundreds of individual "turf modules" instead of a single, contiguous piece of natural grass. Ryans alleges that the Texans further breached their duty by negligently installing and maintaining the modules. According to Ryans, the negligent design, installation, and maintenance of the field resulted in a "severely uneven" playing surface with "uneven hardness" and other "continuity problems," such as gaps, seams, creases, and holes. These hazards, Ryans alleges, caused players to "land awkwardly, trip, stumble, [and] sink into the turf," leading in some cases to severe, career-ending injuries and numerous complaints from players and coaches.

Ryan alleges that the Texans' negligence caused the condition of the field to pose an unreasonable risk of harm to the football players who used the field for its intended purpose: the playing of professional football. The Texans knew that the field at NRG Stadium was negligently designed, constructed, and maintained and failed to exercise reasonable care to reduce or eliminate the known risks posed by the condition of the field. By failing to exercise reasonable care to reduce or eliminate the known risks, the Texans directly and proximately caused Ryans'

career-ending injury. Had the field not been negligently designed, constructed, and maintained, Ryans alleges, he would not have suffered a career-ending injury and would have continued to play professional football.

The Texans remove the case to federal court

After Ryans filed his petition, the Texans removed the case to federal district court based on federal-question jurisdiction.[3] The Texans argued that Ryans' premises-liability claim was preempted by Section 301 of the Labor Management Relations Act because resolution of the claim would require the interpretation of the CBA.[4]

The federal court remands the case back to state court

Ryans filed a motion to remand, which the federal district court granted.[5] In its remand order, the federal district court acknowledged that the CBA governs "certain aspects" of the parties' relationship. But the federal district court nevertheless held that Ryans' claim was not preempted under Section 301 because the claim involved questions about the parties' conduct that did not implicate any term of the CBA.

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3 *See* 28 U.S.C. § 1441(a).

4 *See* 29 U.S.C. § 185(a); *McKnight v. Dresser, Inc.*, 676 F.3d 426, 431 (5th Cir. 2012) (holding that state law tort claim is preempted by Section 301 when claim is "inextricably intertwined" with collective bargaining agreement).

5 *See* 28 U.S.C. § 1447(c).

The Texans move to compel arbitration under the CBA

In June 2018, the Texans filed a motion to compel arbitration under Article 43 of the CBA. Article 43, entitled "Non-Injury Grievance," requires arbitration of certain disputes involving the interpretation or application of the CBA itself or other listed documents. It provides, in relevant part:

> Any dispute (hereinafter referred to as a "grievance") arising after the execution of [the CBA] and involving the interpretation of, application of, or compliance with, any provision of [the CBA], the NFL Player Contract, the Practice Squad Player Contract, or any applicable provision of the NFL Constitution and Bylaws or NFL Rules pertaining to the terms and conditions of employment of NFL players, will be resolved exclusively in accordance with the procedure set forth in this Article, except wherever another method of dispute resolution is set forth elsewhere in [the CBA].

The Texans argued that Ryans' premises-liability claim falls within the scope of Article 43 because the claim involves the interpretation and application of

- the CBA itself, as the CBA contains various provisions addressing player health and safety and the benefits to which players are entitled in the event of an on-field injury and establishes several committees tasked with addressing issues relating to player health and safety, specifically including issues relating to field safety;

- the NFL Player Contract, which required Ryans to enter NRG Stadium and play as directed by his team, the Eagles, on the day he sustained his injury and, like the CBA itself, contains provisions addressing player health and safety; and

- the NFL Rules, which contain Playing Field Specifications addressing field hardness, infill depth and evenness, and other issues relating to field safety.

Ryans filed a response, arguing that his claim falls outside the scope of the Article 43 because the claim is based on the common law duty of care that a premises owner owes to invitees and is thus unrelated to any provision of the CBA.

The trial court denied the Texans' motion. The Texans appeal.

Motion to Compel Arbitration

In a single issue, the Texans argue that the trial court abused its discretion in denying their motion to compel arbitration because Article 43 of the CBA is a valid arbitration agreement that encompasses Ryans' premises-liability claim. Ryans responds that, although Article 43 is a valid arbitration agreement, it is narrow in scope and does not encompass state law tort claims that, like his, neither depend on nor require reference to the CBA or other documents to which Article 43 applies.

A. Applicable law and standard of review

The FAA was enacted almost 100 years ago to overrule the judiciary's long-standing refusal to enforce agreements to arbitrate and to place such agreements upon the same footing as other contracts. *Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.*, 489 U.S. 468, 478 (1989). Section 2, the primary substantive provision of the act, provides, in relevant part, that a "written provision in . . . a contract evidencing a transaction involving commerce to settle by arbitration a controversy . . . shall be valid, irrevocable, and enforceable, save upon

such grounds as exist at law or in equity for the revocation of any contract." 9 U.S.C. § 2.

The United States Supreme Court has described Section 2 as reflecting both a liberal policy favoring arbitration and the fundamental principle that arbitration is a matter of contract. *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011). In line with these principles, courts must place arbitration agreements on an equal footing with other contracts and enforce them according to their terms. *Id.*

A party seeking to compel arbitration under the FAA must establish that (1) a valid arbitration agreement exists and (2) the claim at issue falls within that agreement's scope.[6] *In re Dillard Dep't Stores, Inc.*, 186 S.W.3d 514, 515 (Tex. 2006); *FD Frontier Drilling (Cyprus), Ltd. v. Didmon*, 438 S.W.3d 688, 693 (Tex. App.—Houston [1st Dist.] 2014, pet. denied).

Here, it is undisputed that Article 43 of the CBA is a valid arbitration agreement. When, as here, it is undisputed (or otherwise established) that a valid arbitration agreement exists, the policy in favor of arbitration requires courts to apply a presumption in favor of arbitration and to resolve any doubts as to the

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[6] The Supreme Court of Texas has explained that, "under the FAA, state law governs whether a litigant agreed to arbitrate, and federal law governs the scope of an arbitration clause." *In re Weekley Homes, L.P.*, 180 S.W.3d 127, 130 (Tex. 2005). Thus, whether Ryans' claim falls within the scope of Article 43 is governed by federal law. But, because many of the underlying substantive principles are the same, when appropriate, we rely on both federal and state case law. *Forest Oil Corp. v. McAllen*, 268 S.W.3d 51, 56 n.10 (Tex. 2008).

agreement's scope in favor of arbitration. *Ellis v. Schlimmer*, 337 S.W.3d 860, 862 (Tex. 2011). When the presumption applies, a court should not deny arbitration unless it can be said with positive assurance that an arbitration clause is not susceptible of an interpretation which would cover the dispute at issue. *AT&T Techs., Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 650 (1986); *In re D. Wilson Const. Co.*, 196 S.W.3d 774, 783 (Tex. 2006). Thus, in determining whether Ryans' claim falls within the scope of Article 43, the presumption in favor of arbitration applies—the parties must arbitrate unless it can be said with positive assurance that Article 43 is not susceptible of an interpretation that would cover Ryans' claim. *See id.*

Further, because arbitration is a strongly favored method of dispute resolution, and because arbitration agreements are enforced according to their terms, a broad arbitration agreement is capable of expansive reach. *See Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 397–98 (1967); *Pennzoil Expl. & Prod. Co. v. Ramco Energy Ltd.*, 139 F.3d 1061, 1067 (5th Cir. 1998); *Henry v. Cash Biz, LP*, 551 S.W.3d 111, 116 (Tex. 2018), *cert. denied*, 139 S. Ct. 184 (2018); *Didmon*, 438 S.W.3d at 695. As we have explained, broad arbitration agreements are not limited to claims that literally "arise under the contract" but rather embrace all disputes between the parties having a significant relationship to the contract regardless of the label attached to the dispute. *Didmon*, 438 S.W.3d at

695. Generally, when an arbitration agreement applies to "any dispute" "involving" the underlying contract, the agreement is considered broad. *See In re J.D. Edwards World Sols. Co.*, 87 S.W.3d 546, 550–51 (Tex. 2002) (rejecting argument that term "involving" is "narrower" than "arising under or related to" and holding that agreement to arbitrate disputes "involving" underlying contract encompasses fraudulent inducement claim); *Didmon*, 438 S.W.3d at 695 ("any dispute" language generally considered broad).

Arbitrability depends on the substance of the claim, not artful pleading. *In re Kaplan Higher Educ. Corp.*, 235 S.W.3d 206, 208–09 (Tex. 2007) (orig. proceeding). Thus, parties to an arbitration agreement "may not evade arbitration through artful pleading." *Steer Wealth Mgmt., LLC v. Denson*, 537 S.W.3d 558, 569 (Tex. App.—Houston [1st Dist.] 2017, no pet.) (quoting *In re Merrill Lynch Trust Co. FSB*, 235 S.W.3d 185, 188 (Tex. 2007) (orig. proceeding)).

To determine whether a claim falls within an arbitration agreement's scope, we focus on the factual allegations of the complaint, rather than the legal causes of action asserted. *Prudential Sec. Inc. v. Marshall*, 909 S.W.2d 896, 900 (Tex. 1995); *Didmon*, 438 S.W.3d at 695. We consider whether the facts alleged are intertwined with the arbitration agreement. *Didmon*, 438 S.W.3d at 695. If the facts alleged "touch matters," have a "significant relationship" to, are "inextricably enmeshed" with, or are "factually intertwined" with agreement, then the claim is

arbitrable. *Id.* But if the facts alleged in support of the claim stand alone, are completely independent of the agreement, and the claim could be maintained without reference to the agreement, then the claim is not arbitrable. *Id.* at 695–96.

We review a trial court's denial of a motion to compel arbitration under the FAA for an abuse of discretion. *Id.* at 692. Under this standard, we defer to the trial court's factual determinations if they are supported by evidence, but we review the trial court's legal determinations de novo. *Id.* at 692–93.

Here, the parties agree that Article 43 of the CBA is a valid arbitration agreement. They disagree, however, whether Ryans' premises-liability claim falls within the agreement's scope. Whether a claim falls within the scope of an arbitration agreement is a question of law, which we review de novo. *Id.* at 693.

B. Analysis

We begin our analysis with Article 43's text, starting with its heading, "Non-Injury Grievance." Titles and headings "are permissible indicators of meaning." *Ad Villarai, LLC v. Chan Il Pak*, 519 S.W.3d 132, 138 (Tex. 2017) (quoting ANTONIN SCALIA & BRYAN A. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS 221 (2012)). Although they "cannot limit the plain meaning of a statutory text," *Merit Mgmt. Group, LP v. FTI Consulting, Inc.*, 138 S. Ct. 883, 893 (2018), they "can inform the inquiry into the Legislature's intent," *TIC Energy & Chem., Inc. v. Martin*, 498 S.W.3d 68, 75 (Tex. 2016).

Here, Ryans contends that Article 43's heading indicates that his claim falls outside the agreement's scope. At first blush, Ryans' contention seems plausible. His claim, after all, is essentially a "grievance" for the "injury" he sustained at NRG Stadium. But, as the Texans point out, when considered in context, Article 43's heading was not meant to indicate that the article excludes claims involving injuries. Rather, it was meant to distinguish Article 43's grievance procedure from the grievance procedure set forth in Paragraph 13 of the NFL Player Contract. Entitled "Injury Grievance," Paragraph 13 provides:

> Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following Injury Grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.

Thus, a Paragraph 13 "Injury Grievance" is a "specific kind of claim" asserted by a player against the Club that employs him. *Brown v. Nat'l Football League*, 219 F. Supp. 2d 372, 389 n.7 (S.D.N.Y. 2002). The title and substance of Paragraph 13 indicate that Article 43's heading was meant to distinguish the article

from Paragraph 13, not to exclude all disputes involving injuries to players. *See id.* ("One might wonder how [a] claim of negligent injury could be covered by an arbitration provision dealing with "Non–Injury" grievances[,]" but "an 'Injury Grievance' is a specific kind of claim, which is defined and referred to a different arbitration mechanism in [the NFL Player Contract].").

Moreover, the CBA itself expressly provides that its headings "are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing, th[e] Agreement." We hold that Article 43's heading does not indicate that Ryans' claim—which he asserts against an opposing team, not his employer—falls outside the agreement's scope.

We now turn to the substantive text. Article 43 provides, in relevant part:

> Any dispute . . . involving the interpretation of, application of, or compliance with, any provision of a [the CBA], the NFL Player Contract, the Practice Squad Player Contract, or any applicable provision of the NFL Constitution and Bylaws or NFL Rules pertaining to the terms and conditions of employment of NFL players, will be resolved exclusively in accordance with the procedure set forth in this Article, except wherever another method of dispute resolution is set forth elsewhere in this Agreement.

Thus, Article 43 requires arbitration of "any dispute" "involving" the "interpretation" or "application" of "any provision" of (1) the CBA itself, (2) the NFL Player Contract, or (3) the Practice Squad Player Contract. And it requires arbitration of "any dispute" "involving" the "interpretation" or "application" of "any applicable provision of" (4) the NFL Constitution and Bylaws (so long as

such provision pertains to the terms and conditions of employment of NFL players), or (5) NFL Rules (again, so long as the rule pertains to the terms and conditions of employment).

Because Article 43 is drafted in language that is normally considered broad, we hold that it is capable of expansive reach—i.e., capable of encompassing not only claims that literally "arise under the contract" but also disputes having a significant relationship to the CBA and other listed documents. *See In re J.D. Edwards World Sols. Co.*, 87 S.W.3d at 550–51 ("involving" is broad); *Didmon*, 438 S.W.3d at 695 ("any dispute" is broad).

The Texans contend that Ryans' premises-liability claim "involv[es]" the "interpretation" and "application" of three of the referenced documents: (1) the CBA, (2) the NFL Player Contract, and (3) the NFL Rules. Because they are dispositive, in determining whether Ryans' claim involves the interpretation or application of any of these three documents, we begin with the NFL Rules.

The Texans contend that Ryans' claim involves the interpretation and application of the NFL Playing Field Specifications, which the parties agree are part of the NFL Rules.[7] Found in the NFL Policy Manual for Member Clubs: Game Operations, the Playing Field Specifications provide that:

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[7] We note that the Texans contend, and Ryans does not dispute, that the Playing Field Specifications "pertain[] to the terms and conditions of employment of NFL players," as the NFL playing field is the "workplace" of NFL players.

> Each home club is responsible for ensuring that the playing surface of its stadium is well maintained, safe, meets competitive standards, and is suitable for NFL play. The League may require immediate improvements to ensure compliance and such improvements will be at the Club's expense. Failure to maintain a playing field properly is considered a competitive issue and clubs that fail to do so may be subject to discipline.
>
> The Playing Field Specifications further provide that:
>
> Within 72 hours of each home game, all clubs that own or lease their stadiums are required to certify that their fields are in compliance with Recommended Practices for the Maintenance of Infill and Natural Surfaces for NFL Games. If any parts of the playing surface are not in compliance, it must be remediated in accordance with the applicable manufacturer's recommendations at the club's expense. The playing surface must be retested and certified as being in compliance prior to game day. Failure to comply is considered a competitive as well as a player safety issue and will be subject to disciplinary action by the Commissioner's office.

Three of those Recommended Practices are specifically included in the version of the Playing Field Specifications that is part of the record. They provide:

- **Impact Hardness Test –** The playing surface should produce a g-max of less than 100 g measured by the Clegg Hammer impact tester in locations as stated in the Recommended Practices for the Maintenance of Infill and Natural Surfaces for NFL Games.

- **Synthetic Infill Depth and Evenness –** The infill depth of a playing surface should be measured by using the Floortest FT 50 to calibrate the thickness in locations as stated in the Recommended Practices for the Maintenance of Infill Surfaces for NFL Games.

- **Visual Inspection –** The playing surface should be free of any defects or foreign objects through the visual inspection methods as stated in

> the Recommended Practices for the Maintenance of Infill and Natural Surfaces for NFL Games.

Thus, the Playing Field Specifications characterize the condition of the playing field as a "player safety issue" and require each NFL Club to maintain its playing field in accordance with applicable safety standards and to inspect and certify its playing field before every home game. Considering the factual allegations of Ryans' petition in light of the applicable substantive law, we hold that Ryans' premises-liability claim involves the interpretation or application of the Playing Field Specifications. *See Prudential Sec.*, 909 S.W.2d at 900; *Didmon*, 438 S.W.3d at 695.

Start with the substantive law. To prevail on a claim for premises liability, the invitee must prove, among other elements, that a condition on the premises posed an unreasonable risk of harm. *Del Lago Partners, Inc. v. Smith*, 307 S.W.3d 762, 767 (Tex. 2010). In determining whether a condition posed an unreasonable risk of harm, the trier of fact may consider a variety of factors, including "whether the condition met applicable safety standards." *Cohen v. Landry's Inc.*, 442 S.W.3d 818, 827 (Tex. App.—Houston [14th Dist.] 2014, pet. denied).

Now turn to the factual allegations of Ryans' petition. Ryans alleges that various conditions on the playing field at NRG Stadium posed an unreasonable risk of harm. He alleges that the negligent design, installation, and maintenance of the field resulted in a "severely uneven" playing surface with "uneven hardness" and

other "continuity problems," such as gaps, seams, creases, and holes, all of which caused players to "land awkwardly, trip, stumble, [and] sink into the turf," leading in some cases to severe, and even career-ending, injuries. To determine whether Ryans' allegations are true, the trier of fact may consider whether the playing field "met applicable safety standards," including the safety standards established by the Playing Field Specifications. Indeed, the Playing Field Specifications address some of the exact issues about which Ryans' complains, such as field hardness, depth, and evenness.

Because Ryans' premises-liability claim involves the interpretation or application of the Playing Field Specifications, we cannot say with positive assurance that Article 43 is not susceptible of an interpretation which would cover Ryans' claim. *AT&T Techs.*, 475 U.S. at 650; *In re D. Wilson Constr.*, 196 S.W.3d at 783.

Despite the "significant relationship" between the facts alleged in Ryans' petition and the NFL Playing Field Specifications, Ryans insists that his claim falls outside Article 43's scope. Ryans analogizes the present case to three federal cases involving NFL players who asserted state law tort claims against NFL teams and related entities. *Brown v. Nat'l Football League*, 219 F. Supp. 2d 372 (S.D.N.Y. 2002); *Bush v. St. Louis Reg'l Convention & Sports Complex Auth.*, No. 4:16CV250

JCH, 2016 WL 3125869 (E.D. Mo. June 3, 2016); *McPherson v. Tenn. Football, Inc. d/b/a Tenn. Titans*, 2007 U.S. Dist. LEXIS 39595 (M.D. Tenn. May 31, 2007).

In each case, the defendant removed the action to federal district court, arguing that the tort claim was preempted by Section 301 of the LMRA, *see* 29 U.S.C. § 185(a), which completely preempts state law claims, including tort law claims, that involve the interpretation and application of a CBA, *United Steelworkers of Am. v. Rawson,* 495 U.S. 362, 368–69 (1990). And, in each case, the federal district court remanded the action back to the state trial court, ruling that the plaintiff's claims were not preempted. Ryans contends that these cases show that his premises-liability claim does not require the interpretation or application of the CBA and therefore falls outside the scope of Article 43. We disagree.

The issue in each of these cases was whether the plaintiff's claim required the interpretation or application of the applicable version of the CBA.[8] But here, the issue is not simply whether Ryans' claim involves the interpretation or application of the CBA; rather, it is whether Ryans' claim involves the interpretation or application of the CBA *or* any of the other four listed documents, including the NFL Rules. While these federal cases may support Ryans' position that his claim

[8] We note that in *Brown*, the defendant argued in part that the plaintiff's claims were preempted because the claims would require the interpretation or application of various NFL Rules. The federal district court rejected this argument because the NFL Rules were not incorporated into the version of the CBA then in effect. *Brown v. Nat'l Football League*, 219 F. Supp. 2d 372, 385–87 (S.D.N.Y. 2002).

does not involve the interpretation or application of the CBA itself (an issue we need not decide here), they do not indicate whether the same is true for the NFL Rules. Because we have already determined that the Ryans' claim involves the interpretation and application of the NFL Rules, the federal cases cited by Ryans are inapposite.[9]

We hold that Ryans' premises-liability claim falls within the scope of Article 43 of the CBA because the claim involves the interpretation and application of NFL Rules pertaining to the terms and conditions of employment of NFL players. The trial court therefore abused its discretion in denying the Texans' motion to compel arbitration. Accordingly, we sustain the Texans' sole issue.

[9] In fact, *McPherson*, if anything, supports the *Texans*' position. In *McPherson*, after the case was remanded, the state trial court granted the defendant's motion to compel arbitration, thereby disproving Ryans' argument that a trial court's ruling that a claim is not preempted by the LMRA is *ipso facto* proof that the claim falls outside the scope of Article 43.

Conclusion

We conclude that the trial court abused its discretion by denying the Texans' motion to compel arbitration. We therefore reverse the trial court's order denying the motion and remand this cause to the trial court so that it can sign an order compelling arbitration and staying this suit pending arbitration.

Laura Carter Higley
Justice

Panel consists of Justices Keyes, Higley, and Landau.