

COURT OF APPEALS FOR THE THIRTEENTH DISTRICT OF TEXAS,
CORPUS CHRISTI–EDINBURG

Fastrac Energy Services, LLC v. Pedro Gomez and Diana Gomez

No. 13-24-00114-CV (Tex. App.—Corpus Christi–Edinburg Feb. 5, 2026) (mem. op.) · No. 13-24-00114-CV ·
Decided February 5, 2026

SUMMARY

The Texas Thirteenth Court of Appeals considered an accelerated interlocutory appeal from the denial of Fastrac Energy Services, LLC’s motion to compel arbitration. The court held that the electronic contract contained a valid arbitration agreement, that Diana Gomez was bound under direct-benefits estoppel, and that the Gomezes failed to establish procedural or substantive unconscionability. The court reversed and remanded.

CASE DETAILS

COURT	Court of Appeals for the Thirteenth District of Texas, Corpus Christi–Edinburg
WRITING FOR THE COURT	Ysmael D. Fonseca; Justice Silva; Justice Cron; Justice Fonseca
JURISDICTION	Texas Court of Appeals, Thirteenth District, Corpus Christi–Edinburg
DECIDED	February 5, 2026
DOCKET	13-24-00114-CV
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Accelerated interlocutory appeal from the denial of Fastrac Energy Services, LLC's motion to compel arbitration under the Texas Arbitration Act.
STANDARD OF REVIEW	The denial of a motion to compel arbitration is reviewed for abuse of discretion. Factual determinations supported by evidence are reviewed deferentially, while legal determinations and gateway issues such as contract formation and whether a nonsignatory is bound are reviewed de novo.
PRECEDENTIAL VALUE	published memorandum opinion; no reporter citation stated in the source
PARTIES	Fastrac Energy Services, LLC v. Pedro Gomez, Diana Gomez

TOPICS

arbitration

contract formation

unconscionability

interlocutory appeal

standard of review

PRACTICE AREAS

arbitration

contracts

consumer protection

civil procedure

appellate procedure

QUESTIONS PRESENTED

1. Whether Fastrac established the existence of a valid arbitration agreement under Texas law.
2. Whether Diana Gomez, who Fastrac asserted did not sign the contract, was bound to arbitrate under direct-benefits estoppel.
3. Whether the arbitration clause was procedurally or substantively unconscionable.
4. Whether the Gomezes' claims fell within the scope of the arbitration clause.

HOLDINGS

1. Fastrac established the existence of a valid arbitration agreement through the electronically signed contract, the envelope report, testimony concerning the electronic-signature security procedures, and the Gomezes' judicial admissions concerning execution of the contract.
2. Diana Gomez was bound to arbitrate under direct-benefits estoppel because the Gomezes' claims were based on the contract and the pleadings admitted that both Gomezes sought and obtained benefits under it.
3. The Gomezes failed to establish that the arbitration clause was procedurally or substantively unconscionable.
4. The Gomezes' claims fell within the broad arbitration clause because they arose out of or related to the contract, and the Gomezes did not dispute that point.

KEY QUOTATIONS

“The efficacy of the security procedure provides the link between the electronic record stored on a computer or in a database and the person to whom the record is attributed.” (at 8)

“We conclude that the evidence established the existence of a valid arbitration agreement.” (at 11)

“We conclude that Diana is estopped from denying that she is bound by the arbitration agreement.” (at 13)

“We conclude the trial court erred to the extent it denied the motion to compel on this basis.” (at 15)

“The trial court’s judgment is reversed, and we remand with instructions to grant Fastrac’s motion to compel arbitration and for further proceedings consistent with this memorandum opinion.” (at 16)

FACTUAL BACKGROUND

In 2021, the Gomezes entered into a solar-panel installation transaction involving Fastrac. They alleged that a salesperson promised reduced electric bills and an IRS payment, but the system initially failed and later allegedly caused their electric bill to increase. The Gomezes sued for fraud and Texas Home Solicitation Act

violations, while Fastrac relied on an electronically signed home improvement contract containing a broad arbitration clause.

PROCEDURAL HISTORY

The Gomezes sued Fastrac for fraud and violations of the Texas Home Solicitation Act and sought damages, attorney's fees, and rescission. Fastrac moved to compel arbitration under an arbitration clause in a home improvement contract. After the trial court denied the motion, Fastrac brought an interlocutory appeal.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand with instructions for the trial court to grant Fastrac's motion to compel arbitration and conduct further proceedings consistent with the memorandum opinion.

CASES CITED

- *Sporran Kbusco, Inc. v. Cerda*, 227 S.W.3d 288, 290 (Tex. App.—San Antonio 2007, pet. denied)
- *Wagner v. Apache Corp.*, 627 S.W.3d 277, 282 (Tex. 2021)
- *Bonsmara Nat. Beef Co. v. Hart of Tex. Cattle Feeders, LLC*, 603 S.W.3d 385, 397 (Tex. 2020)
- *Royston, Rayzor, Vickery, & Williams, LLP v. Lopez*, 467 S.W.3d 494, 499-500 (Tex. 2015)
- *Henry v. Cash Biz, LP*, 551 S.W.3d 111, 115 (Tex. 2018)
- *Ellis v. Schlimmer*, 337 S.W.3d 860, 862 (Tex. 2011)
- *In re Labatt Food Serv., L.P.*, 279 S.W.3d 640, 642-43 (Tex. 2009)
- *In re Nitla S.A. de C.V.*, 92 S.W.3d 419, 422 (Tex. 2002)
- *Downer v. Aquamarine Operators, Inc.*, 701 S.W.2d 238, 241-42 (Tex. 1985)
- *In re 24R, Inc.*, 324 S.W.3d 564, 566 (Tex. 2010) (orig. proceeding)
- *Lennar Homes of Tex. Land & Constr., Ltd. v. Whiteley*, 672 S.W.3d 367, 376-77 (Tex. 2023)
- *In re Weekley Homes, L.P.*, 180 S.W.3d 127, 129-32 (Tex. 2005) (orig. proceeding)
- *J.M. Davidson, Inc. v. Webster*, 128 S.W.3d 223, 227 (Tex. 2003)
- *Aerotek, Inc. v. Boyd*, 624 S.W.3d 199, 205-09 (Tex. 2021)
- *CHG Hosp. Bellaire, LLC v. Johnson*, 644 S.W.3d 188, 189 (Tex. 2022)
- *Solcius, LLC v. Meraz*, No. 08-22-00146-CV, 2023 WL 2261414, at *5 (Tex. App.—El Paso Feb. 27, 2023, no pet.) (mem. op.)
- *Knox Waste Serv., LLC v. Sherman*, No. 11-19-00407-CV, 2021 WL 4470876, at *9 (Tex. App.—Eastland Sept. 30, 2021, no pet.) (mem. op.)
- *Fries Rest. Mgmt., LLC v. Silva*, No. 13-18-00596-CV, 2020 WL 4381994, at *5 (Tex. App.—Corpus Christi–Edinburg July 30, 2020, pet. denied) (mem. op.)
- *Hou. ANUSA, LLC v. Shattenkirk*, 693 S.W.3d 513, 519 (Tex. App.—Houston [14th Dist.] 2023, no pet.)

- Amazon.com Servs., LLC v. De La Victoria, 711 S.W.3d 250, 256-57 (Tex. App.—Houston [14th Dist.] 2024, no pet.)
- CJE Constr., LLC v. Krynicki, No. 13-24-00308-CV, 2025 WL 1661992, at *3 (Tex. App.—Corpus Christi—Edinburg June 12, 2025, no pet.) (mem. op.)
- Holt Tex., Ltd. v. Rubio, No. 13-19-00206-CV, 2020 WL 1181253, at *2-3 (Tex. App.—Corpus Christi—Edinburg Mar. 12, 2020, no pet.)
- Gracepoint Holding Co. v. FJR Sand, Inc., No. 01-19-00574-CV, 2020 WL 61594, at *4 (Tex. App.—Houston [1st Dist.] Jan. 7, 2020, no pet.) (mem. op.)
- In re Kellogg Brown & Root, Inc., 166 S.W.3d 732, 739 (Tex. 2005) (orig. proceeding)
- In re FirstMerit Bank, N.A., 52 S.W.3d 749, 755, 757 (Tex. 2001) (orig. proceeding)
- In re Palm Harbor Homes, Inc., 195 S.W.3d 672, 677, 679 (Tex. 2006) (orig. proceeding)
- Delfingen US-Tex., L.P. v. Valenzuela, 407 S.W.3d 791, 801 (Tex. App.—El Paso 2013, no pet.)
- McGonagle v. Stewart Title Guar. Co., 432 S.W.3d 535, 541 (Tex. App.—Dallas 2014, pet. denied)
- Turner v. Hendon, 269 S.W.3d 243, 247-48 (Tex. App.—El Paso 2008, pet. denied)
- Emerald Tex., Inc. v. Peel, 920 S.W.2d 398, 403 (Tex. App.—Houston [1st Dist.] 1996, no writ)