

COURT OF APPEALS FOR THE SECOND APPELLATE DISTRICT OF TEXAS
AT FORT WORTH

Phillip Chen and Jiang Chen v. DFW Home Services, LLC d/b/a
DFW Improved

No. 02-25-00620-CV (Tex. App.—Fort Worth Apr. 30, 2025) · No. 02-25-00620-CV · Decided April 30, 2026

SUMMARY

The Second Court of Appeals of Texas affirmed a trial court judgment confirming an arbitration award in favor of DFW Home Services, LLC and denying Phillip and Jiang Chen’s motion to vacate. The court held that the appellants failed to provide a sufficient record of the arbitration proceedings to support their statutory vacatur grounds and waived additional complaints by failing to present them to the arbitrator or trial court.

CASE DETAILS

COURT	Court of Appeals for the Second Appellate District of Texas at Fort Worth
WRITING FOR THE COURT	Brian Walker; Birdwell; Wallach; Walker
JURISDICTION	Court of Appeals for the Second Appellate District of Texas at Fort Worth
DECIDED	April 30, 2026
DOCKET	02-25-00620-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appellants appealed the trial court's order confirming an arbitration award and denying their motion to vacate the award, as well as the denial of their motion for new trial.
STANDARD OF REVIEW	The court reviews a trial court's ruling to vacate or confirm an arbitration award de novo based on the entire record. Judicial review is extraordinarily narrow; all reasonable presumptions are indulged in favor of the award, and the party challenging the award bears the burden to establish a statutory ground for vacatur. The court focuses on the integrity of the arbitral process rather than the propriety of the result.
PRECEDENTIAL VALUE	Published memorandum opinion; the source metadata identifies the opinion as published.

PARTIES

Phillip Chen, Jiang Chen v. DFW Home Services, LLC d/b/a DFW Improved

TOPICS

arbitration

preservation of error

appellate procedure

civil procedure

construction law

PRACTICE AREAS

arbitration

civil procedure

appellate procedure

contracts

construction law

QUESTIONS PRESENTED

1. Whether the arbitration award should be vacated because the arbitrator allegedly demonstrated evident partiality, refused to hear material evidence, or conducted the hearing in a manner that substantially prejudiced the Chens' rights.
2. Whether the Chens preserved for appellate review complaints concerning compulsory counterclaims, the validity of DFW's homestead lien and foreclosure, venue, and the reasonableness and necessity of attorney's fees.
3. Whether the absence of a record of the arbitration proceedings prevented the Chens from establishing statutory grounds for vacatur.

HOLDINGS

1. The Chens failed to meet their burden to establish any statutory ground for vacating the arbitration award because they did not provide a sufficient record of the arbitral proceedings or evidence supporting their allegations. In the absence of an arbitration-hearing record, the court presumed that the evidence supported the award and could not review the arbitrator's alleged conduct.
2. The Chens waived their complaints concerning compulsory counterclaims, the alleged defect in DFW's lien and foreclosure of the homestead estate, venue, and attorney's fees because they did not present those complaints to the arbitrator or the trial court before seeking appellate review. Those arguments constituted an impermissible collateral attack on the arbitration award.

KEY QUOTATIONS

“A court must have a sufficient record of the arbitral proceedings, and complaints must have been preserved, all as if the award were a court judgment on appeal.” (at 5)

“Error preservation is not unique to trial proceedings; a party challenging an arbitration award on appeal must first raise a timely objection with the arbitrator just ‘as if the award were a court judgment on appeal.’” (at 10-11)

“As one of our sister courts has observed, “[A] party should not be able to sit idle through an arbitration and then, after an adverse result, collaterally attack that procedure on grounds never presented to the arbitrator.”” (at 11-12)

FACTUAL BACKGROUND

The Chens entered into two contracts with DFW for restoration work on their home in June and August 2022. DFW completed the work, but the Chens did not fully pay, leading DFW to record and perfect a lien and sue for amounts due, among other relief. The contracts contained arbitration provisions, and after the trial court compelled arbitration, the arbitrator awarded DFW contractual damages, foreclosure of its lien, and reasonable and necessary attorney's fees. No transcript of the arbitration hearing was made or included in the appellate record.

PROCEDURAL HISTORY

DFW sued the Chens in Tarrant County for claims arising from unpaid restoration work. The parties agreed to arbitration, and the trial court compelled arbitration and stayed the case. After a one-day arbitration hearing, the arbitrator awarded DFW contractual damages, lien foreclosure, and attorney's fees. The trial court denied the Chens' motion to vacate and confirmed the award, then denied their motion for new trial and alternative motion to modify, correct, reform, or reconsider. The court of appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- CVN Grp., Inc. v. Delgado, 95 S.W.3d 234, 238 (Tex. 2002)
- Oxford Health Plans LLC v. Sutter, 569 U.S. 564, 568, 133 S. Ct. 2064, 2068 (2013)
- Rain CII Carbon, LLC v. ConocoPhillips Co., 674 F.3d 469, 472 (5th Cir. 2012)
- E. Tex. Salt Water Disposal Co. v. Werline, 307 S.W.3d 267, 271 (Tex. 2010)
- Denbury Onshore, LLC v. Texcal Energy S. Tex., L.P., 513 S.W.3d 511, 515 (Tex. App.—Houston [14th Dist.] 2016, no pet.)
- Royce Homes, L.P. v. Bates, 315 S.W.3d 77, 85 (Tex. App.—Houston [1st Dist.] 2010, no pet.)
- Amoco D.T. Co. v. Occidental Petroleum Corp., 343 S.W.3d 837, 841 (Tex. App.—Houston [14th Dist.] 2011, pet. denied)
- Ancor Holdings, LLC v. Peterson, Goldman & Villani, Inc., 294 S.W.3d 818, 826 (Tex. App.—Dallas 2009, no pet.)
- Nafta Traders, Inc. v. Quinn, 339 S.W.3d 84, 101-02 (Tex. 2011)
- Saiz v. Susser Holdings Corp., No. 04-14-00487-CV, 2015 WL 1089605, at *2 (Tex. App.—San Antonio Mar. 11, 2015, no pet.) (mem. op.)
- Jefferson Cnty. v. Jefferson Cnty. Constables Ass'n, 546 S.W.3d 661, 665 (Tex. 2018)
- Hilton v. Korreck Gen. Contracting, LLC, No. 02-20-00337-CV, 2021 WL 4621761, at *2 (Tex. App.—Fort Worth Oct. 7, 2021, pet. denied) (mem. op.)
- Hoskins v. Hoskins, 497 S.W.3d 490, 494 (Tex. 2016)
- Shah v. Star Anesthesia, P.A., 580 S.W.3d 260, 265-66 (Tex. App.—San Antonio 2019, no pet.)

- Gordon v. Trucking Res. Inc., No. 05-21-00746-CV, 2022 WL 16945913, at *6 (Tex. App.—Dallas Nov. 15, 2022, no pet.) (mem. op.)
- ZTE Corp. v. Universal Telephone Exchange, Inc., No. 05-17-00781-CV, 2018 WL 6039694, at *6 (Tex. App.—Dallas Nov. 19, 2018, pet. denied) (mem. op.)
- Alikhan v. Alikhan, No. 03-19-00515-CV, 2021 WL 3085844, at *3 (Tex. App.—Austin July 22, 2021, pet. denied) (mem. op.)
- B.L.D., 113 S.W.3d 340, 350 (Tex. 2003)
- Superior Healthplan, Inc. v. Legacy Home Health Agency, Inc., No. 13-20-00160-CV, 2022 WL 868530, at *2 (Tex. App.—Corpus Christi–Edinburg Mar. 24, 2022, no pet.) (mem. op.)
- Quinn v. Nafta Traders, Inc., 360 S.W.3d 713, 719-20 (Tex. App.—Dallas 2012, pet. denied)
- USAA Tex. Lloyds Co. v. Menchaca, 545 S.W.3d 479, 510, 518 (Tex. 2018)
- Burbage v. Burbage, 447 S.W.3d 249, 258 (Tex. 2014)
- In re C.O.S., 988 S.W.2d 760, 765 (Tex. 1999)
- Cruz v. Andrews Restoration, Inc., 364 S.W.3d 817, 830 (Tex. 2012)
- Majeed v. Hussain, No. 03-08-00679-CV, 2010 WL 4137472, at *3 (Tex. App.—Austin Oct. 22, 2010, no pet.) (mem. op.)
- In re B.L.D., 113 S.W.3d 340, 350 (Tex. 2003)
- Rancher v. Franks, 269 S.W.2d 926, 927-28 (Tex. Civ. App.—Fort Worth 1954, no writ)
- Owens–Corning Fiberglas Corp. v. Schmidt, 935 S.W.2d 520, 525 (Tex. App.—Beaumont 1996, writ denied)

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