

COURT OF APPEALS FOR THE NINTH DISTRICT OF TEXAS AT BEAUMONT

In re Equity One Franchisors, LLC

No. 09-26-00092-CV · No. 09-26-00092-CV · Decided April 2, 2026

SUMMARY

The Ninth Court of Appeals of Texas at Beaumont conditionally granted mandamus relief in part in a dispute involving temporary restraining orders, contractual forum-selection clauses, and restrictive covenants arising from insurance-franchise agreements. Equity One Franchisors, LLC challenged the trial court’s refusal to dismiss or transfer the matter to Missouri and its issuance and extension of an ex parte temporary restraining order. The opinion addresses the enforceability of the forum-selection provisions and the trial court’s handling of the temporary-relief proceedings.

CASE DETAILS

COURT	Court of Appeals for the Ninth District of Texas at Beaumont
WRITING FOR THE COURT	Johnson, J.; Wright, J.; Chambers, J.
JURISDICTION	Court of Appeals for the Ninth District of Texas at Beaumont
DECIDED	April 2, 2026
DOCKET	09-26-00092-CV
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Equity One sought mandamus relief from the denial of its motion to dismiss an application for temporary restraining order and injunction based on contractual forum-selection clauses, as well as from orders extending the temporary restraining order.
STANDARD OF REVIEW	Mandamus requires a clear abuse of discretion and no adequate remedy by appeal. A trial court abuses its discretion when it reaches an arbitrary and unreasonable decision, fails to correctly analyze or apply the law, or fails to properly interpret or apply a forum-selection clause. Contractual forum-selection clauses are enforceable unless the party opposing enforcement clearly establishes an applicable exception.
PRECEDENTIAL VALUE	Published opinion; precedential value not otherwise specified in the source.
PARTIES	Equity One Franchisors, LLC v. John Dishon, Kristy Dishon, Nicole Brown, Rachelle Allen, Dishon Insurance Agency d/b/a 1 GlobalGreen Insurance Agency, Dishon Insurance Group LLC

TOPICS

motions to dismiss

forum non conveniens

injunctions

appellate procedure

civil procedure

PRACTICE AREAS

civil procedure

commercial litigation

contracts

remedies

QUESTIONS PRESENTED

1. Whether the trial court clearly abused its discretion by denying Equity One's motion to dismiss based on the contractual forum-selection clauses.
2. Whether the forum-selection clauses applied to the dispute and required litigation in Missouri.
3. Whether the Movants clearly showed that enforcing the forum-selection clauses would be unreasonable or unjust, contrary to Texas public policy, or seriously inconvenient for trial.
4. Whether the trial court abused its discretion by extending the temporary restraining order before granting the motion to dismiss as to parties bound by the forum-selection clauses.
5. Whether Equity One lacked an adequate remedy by appeal.

HOLDINGS

1. The Franchise Agreement and the 2019 and 2025 Consent Agreements contain mandatory, enforceable forum-selection clauses requiring disputes brought by the franchisee or arising under the agreements to be heard in Missouri.
2. The Movants failed to carry their heavy burden to show that enforcement of the Missouri forum-selection clauses would be unreasonable or unjust, contravene a strong public policy of Texas, or make Missouri seriously inconvenient for trial.
3. The trial court abused its discretion by denying Equity One's motion to dismiss as to John Dishon, Kristy Dishon, and Dishon Insurance Agency LLC, but Equity One did not establish an abuse of discretion as to Nicole Brown, Rachelle Allen, and Dishon Insurance Group LLC.
4. Because the trial court abused its discretion by refusing to dismiss the claims of parties bound by the forum-selection clauses, it also abused its discretion by extending the temporary restraining order as to those parties before granting the dismissal.

KEY QUOTATIONS

"We may issue a writ of mandamus to remedy a clear abuse of discretion by the trial court when the relator lacks an adequate remedy by appeal." (at 19)

"By entering into an agreement with a forum-selection clause, the parties effectively represent to each other that the agreed forum is not so inconvenient that enforcing the clause will deprive either party of its day in court, whether for cost or other reasons." (at 27)

"The writ of mandamus shall issue only in the event the trial court fails to comply." (at 32)

FACTUAL BACKGROUND

Equity One franchised insurance agencies under agreements containing Missouri forum-selection and choice-of-law provisions. John and Kristy Dishon and their affiliated entities entered into a Franchise Agreement, Guarantees, and Consents to Transfer that preserved or incorporated those provisions, while John Dishon later operated an independent insurance agency. After Equity One sent a cease-and-desist letter concerning alleged violations of noncompetition, nonsolicitation, and confidentiality obligations, the Movants sought a temporary restraining order in Texas. The Texas trial court issued and extended a broad TRO and denied Equity One's motion to dismiss based on the Missouri forum-selection clauses.

PROCEDURAL HISTORY

Movants filed an application for temporary restraining order and injunction in the 60th District Court of Jefferson County, Texas. The trial court issued an ex parte temporary restraining order, extended it, and denied Equity One's motion to dismiss for improper forum. Equity One petitioned for mandamus. The court of appeals conditionally granted mandamus in part, requiring dismissal of the application as to the parties bound by the forum-selection clauses and vacation of related orders as to those parties.

DISPOSITION

writ_granted

REMAND INSTRUCTIONS

The trial court must sign an order granting Equity One's motion to dismiss as to John Dishon, Kristy Dishon, and Dishon Insurance Agency LLC; vacate the January 23 TRO, the February 5 extension order, the February 17 order denying dismissal, and the February 26 amended TRO to the extent they granted relief to those parties; and take no further action in Cause Number 26DCCV0129 or permit any Movant to file a motion, pleading, or claim for relief before entering the dismissal order. The writ will issue only if the trial court fails to comply.

CASES CITED

- In re Prudential Ins. Co. of Am., 148 S.W.3d 124, 135-36 (Tex. 2004)
- Walker v. Packer, 827 S.W.2d 833, 839-40 (Tex. 1992)
- In re Lisa Laser USA, Inc., 310 S.W.3d 880, 883 (Tex. 2010)
- In re Team Rocket, L.P., 256 S.W.3d 257, 262 (Tex. 2008)
- In re Nationwide Ins. Co. of Am., 494 S.W.3d 708, 712 (Tex. 2016)
- In re Lyon Fin. Servs., Inc., 257 S.W.3d 228, 231-32, 234 (Tex. 2008)
- Boyles v. Kerr, 855 S.W.2d 593, 601 (Tex. 1993)
- Master Woodcraft Cabinetry, LLC v. Hernandez Consulting, Inc., No. 2:22-CV-00098-JRG, 2023 U.S. Dist. LEXIS 12790, 2023 WL 416277 (E.D. Tex. Jan. 25, 2023)
- Pappie v. Batra, No. 14-21-00290-CV, 2022 WL 1671100, at *2, *8 (Tex. App.—Houston [14th Dist.] May 26, 2022)
- In re AIU Ins. Co., 148 S.W.3d 109, 113 (Tex. 2004)

- The Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 2 (1972)
- In re Laibe Corp., 307 S.W.3d 314, 317 (Tex. 2010)
- In re ADM Investor Servs., 304 S.W.3d 371, 375-76 (Tex. 2010)
- In re AutoNation, Inc., 228 S.W.3d 663, 669 (Tex. 2007)
- In re Int'l Profit Assocs., 286 S.W.3d 921, 923 (Tex. 2009)
- In re MetroPCS Communications, Inc., 391 S.W.3d 329, 339-40 (Tex. App.—Dallas 2013)

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/court-of-appeals-for-the-ninth-district-of-texas-at-beaumont-court-of-appeals-for-the-ninth-district/2026/in-re-equity-one-franchisors-llc-iyub03fk>