

Affirmed and Opinion Filed August 16, 2022



**In The
Court of Appeals
Fifth District of Texas at Dallas**

No. 05-20-00196-CV

**GAIL CORDER FISCHER, Appellant
V.
CLIFFORD FISCHER & COMPANY, Appellee**

**On Appeal from the 68th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-19-17340**

MEMORANDUM OPINION

Before Justices Myers, Osborne, and Carlyle
Opinion by Justice Osborne

In this interlocutory appeal, Gail Corder Fischer (Fischer) appeals the 68th Judicial District Court's temporary injunction order granting Clifford Fischer & Company's (the Company) motion for a temporary injunction.¹ Fischer raises four issues arguing the trial court erred because: (1) the Company failed to satisfy the purpose and requisite elements necessary for obtaining a temporary injunction; (2) the judge of the 254th Judicial District Court, who signed the order, did not have

¹ Although the parties list Clifford R. Fischer, individually, on their appellate briefs as an appellee, the issues on appeal do not relate to him in his individual capacity, and the record shows the motion for temporary injunction was filed only by the Company.

“jurisdiction”; (3) the amount of the temporary injunction bond was inadequate; and (4) the reporter’s record of the temporary injunction hearing is incomplete and incorrect.

We conclude the 254th district judge had the authority to hear the Company’s application for a temporary injunction, render a decision, and sign the temporary injunction order. Also, the 254th district judge sitting for the 68th District Court did not err when it granted the Company’s motion for a temporary injunction. Further, we conclude that Fischer did not preserve for appellate review her complaint as to the sufficiency of the bond and any issues with the reporter’s record have been redressed. The 68th District Court’s temporary injunction order is affirmed.

I. FACTUAL AND PROCEDURAL BACKGROUND

This lawsuit is one of several related to a high-conflict divorce proceeding in the 254th District Court where the Company was an asset of the community estate.² The underlying facts and procedural background are a recitation of the undisputed facts contained in the parties’ briefs on appeal as well as the record on appeal. *See* TEX. R. APP. P. 38.1(g).

² *See In re Fischer*, No. 05-20-00278-CV, 2020 WL 4592832 (Tex. App.—Dallas Aug. 11, 2020, orig. proceeding) (mem. op.) (noting that although parties identified in divorce proceeding only as “A.W.E.” (Gail Corder Fischer) and “D.M.F.N.” (Clifford R. Fischer), and many of relevant documents filed under seal, parties identified themselves by name in publicly available petition for writ of mandamus and response); *In re Marriage of A.W.E. v. D.F.M.N.*, No. 05-19-01303-CV, 2021 WL 822492 (Tex. App.—Dallas Mar. 4, 2021, no pet.) (mem. op.) (affirming trial court’s property division); *see also Gail Corder Fischer v. Cliff Fischer, Ted Uzelac, and Larry Teel*, No. DC-19-17340 (68th Dist. Ct., Dallas Cty, Tex.).

On October 29, 2019, the Company filed suit against Fischer in the 254th District Court alleging Fischer misappropriated \$5.5 million of the Company's assets in violation of the 254th District Court's standing order and the divorce decree and asserting claims for breach of fiduciary duty, violations of the Texas Theft Liability Act, conversion and civil theft, and money had and received (*A.W.E. v. D.F.M.N.*, No. DF-18-11265 (254th Dist. Ct., Dallas Cty.)). *See In re Fischer*, 2020 WL 459832, at *1. The Company sought a constructive trust, an accounting, damages, exemplary damages, attorney's fees, and temporary and permanent injunctions. *See id.* Later the same day, Fischer filed suit in the 68th District Court against Clifford R. Fischer, individually, and two of the Company's other directors and officers, Ted Uzelac and Larry Teel (collectively the officers and directors), alleging breaches of fiduciary duty and other claims relating to their management of the Company (*Fischer v. Fischer, Uzelac, and Teel*, No. DC-19-17340 (68th Dist. Ct.)). *Id.*

On December 16, 2019, the Company filed a petition in intervention in *Fischer v. Fischer, Uzelac, and Teel* in the 68th District Court that was similar to its petition filed in the 254th District Court. In the petition in intervention, the Company alleged Fischer surreptitiously withdrew \$5.5 million from the Company's bank account, asserted claims against Fischer for breach of fiduciary duty, violations of the Texas Theft Liability Act, conversion and civil theft, money had and received, tortious interference with existing contracts, and sought a constructive trust, an

accounting, exemplary damages, attorney's fees, a temporary restraining order (TRO), and temporary and permanent injunctions. The Company also incorporated a motion requesting the 68th District Court to hold Fischer in both civil and criminal contempt for violating the 254th District Court's standing order.

Fischer sought to abate the Company's lawsuit in the 254th District Court and transfer it to the 68th District Court, as the court of dominant jurisdiction, to be consolidated with her lawsuit against the officers and directors. *Id.* at *2. In response, on January 29, 2020, the Company filed an emergency application for temporary and permanent injunctive relief, seeking a TRO and alleging that despite an agreed temporary injunction in the 254th District Court signed by the judge of that court on December 18, 2019, which prohibits Fischer from interfering with or participating in the day-to-day operations of the Company, Fischer has made a habit of showing up at the Company and "creating a panic." On January 30, 2020, the 254th district judge, sitting for the 68th District Court, signed a TRO, set a bond in the amount of \$500, and scheduled a hearing on the Company's motion for temporary injunction. After proceedings in both courts and consultation between the presiding judges of the 254th District Court and the 68th District Court, the 254th district judge heard all of the requests for relief pending in both courts and on February 12, 2020, signed a temporary injunction order.³ The temporary injunction

³ Following the hearing, the judge of the 254th District Court also signed an order that: (1) denied Fischer's plea in abatement and plea to the jurisdiction to the Company's lawsuit and (2) transferred

enjoined Fischer from contacting the Company’s clients or potential clients, entering onto the Company’s premises, using vulgar, profane, obscene or indecent language when communicating with any Company employee, officer, director, client, or potential client, and threatening any employee, officer, director, client, or potential client. And it ordered that the \$500 bond previously paid by the Company was sufficient for the purpose of the temporary injunction.

II. JUDICIAL AUTHORITY

In issue two, Fischer argues the 254th district judge did not have “jurisdiction” over the Company’s motion for a temporary injunction. Fischer contends that this Court’s subsequent order conditionally granting her petition for writ of mandamus changed the circumstances, thereby altering the status quo after the temporary injunction was granted and depriving the 254th district judge and court of jurisdiction to render a temporary injunction. And, as a result, Fischer maintains that the 254th district judge “should not have heard the matter.” The Company responds that the temporary injunction order clearly states the 254th district judge was sitting for the 68th District Court and this Court’s mandamus order did not

Fischer’s lawsuit against the officers and directors from the 68th District Court to the 254th District Court and consolidated it with the Company’s lawsuit and enforcement action. That order was the subject of Fischer’s petition for writ of mandamus in *In re Fischer* and is not at issue in this interlocutory appeal. However, after the notice of appeal in this proceeding was filed, this Court conditionally granted, in part, Fischer’s petition for a writ of mandamus and ordered the transfer of all claims asserted by the parties that did not seek enforcement of the divorce decree. *See In re Fischer*, 2020 WL 4592832, at *6. This resulted in the transfer of the Company’s suit against Fischer from the 254th District Court to the 68th District Court and its consolidation with the Company’s suit in intervention in the 68th District Court.

address the temporary injunction. We begin with this issue because Fischer’s argument purports to concern jurisdiction.

A. Applicable Law

Article V, § 1 of the Texas Constitution establishes jurisdiction in the courts. TEX. CONST. art. V, § 1; *see also Davis v. State*, 956 S.W.2d 555, 557 (Tex. Crim. App. 1997). Similarly, article V, § 8 specifies the jurisdiction of the district courts. TEX. CONST. art. V, § 8; *see also Davis*, 956 S.W.2d at 557. *Black’s Law Dictionary* defines a “court” as “[a] place where justice is judicially administered” or “where judges convene to adjudicate disputes and administer justice.” *Court*, BLACK’S LAW DICTIONARY (11th ed. 2019).

The Texas Constitution does not mention “jurisdiction” of judges. *Davis*, 956 S.W.2d at 557. Instead, the Texas Constitution establishes the qualifications of district judges and the circumstances under which a judge is disqualified from presiding over a particular case. TEX. CONST. art. V, §§ 7, 11; *see also Davis*, 956 S.W.2d at 557. *Black’s Law Dictionary* defines a “judge” as “[a] public official appointed or elected to hear and decide legal matters in court; a judicial officer who has the authority to administer justice.” *Judge*, BLACK’S LAW DICTIONARY.

Jurisdiction is something possessed by courts, not judges. *Davis*, 956 S.W.2d at 557. A judge is an officer of the court, not the court itself. *Id.* at 557–58. However, “[a]lthough a judge is not a court, and jurisdiction is ordinarily vested in

the court and not in its judges, the act of a judge within his jurisdiction may constitute the act of the court.” *Davis*, 956 S.W.2d at 557.

The rules of practice and procedure in civil district court allow district judges to exchange courts and transfer cases from one court to another. *See* TEX. R. CIV. P. 330(e); *see also* TEX. CONST. art. V, § 11 (“And the District Judges may exchange districts, or hold courts for each other when they may deem it expedient”); *In re Catapult Realty Cap., L.L.C.*, No. 05-19-01056-CV, 2020 WL 831611, at *5 (Tex. App.—Dallas Feb. 20, 2020, orig. proceeding) (mem. op.). Further, the rules allow district judges to “hear any part of any case or proceeding pending . . . and determine the same” and “to hear and determine any question in any case, and any other judge may complete the hearing and render judgment in the case.” TEX. R. CIV. P. 330(g); *see also In re Catapult*, 2020 WL 831611, at *5. However, the rules of civil procedure do not authorize a judge to render a decision following a hearing unless she personally heard the evidence on which the order or judgment is based. *In re Catapult*, 2020 WL 831611, at *5.

B. Application of the Law to the Facts

Jurisdiction is often understood to denote judicial power or authority and there is a habit in the legal community of referring to both the institution and the person presiding over it as the “court.” *Davis*, 956 S.W.2d at 557–58. As *Black’s Law Dictionary* notes, the term “judge” is often used interchangeably with “court.” *Judge*, BLACK’S LAW DICTIONARY. However, there is a distinction, and the

arguments raised in this appeal call attention to that difference. As the Texas Court of Criminal Appeals has explained, the term jurisdiction is often misapplied. *Davis*, 956 S.W.2d at 557 (disavowing practice of calling authority of judge to preside a jurisdictional issue). Even if Fischer is correct that the 254th District Court did not have jurisdiction to grant injunctive relief in the context of the underlying proceeding, that did not deprive the 68th District Court of jurisdiction. Accordingly, we construe Fischer’s argument to be that the 254th district judge did not have the authority to preside over the temporary injunction hearing, render the temporary injunction order, or sign the temporary injunction order when sitting for the 68th District Court.

The style of the temporary injunction order clearly indicates the matter was before the 68th District Court. The parties do not dispute the 68th District Court had jurisdiction over the Company’s application for a temporary injunction. The order states and the record shows that the 254th district judge heard the evidence on which the temporary injunction order is based. During the hearing, the 254th district judge explained to the parties:

[The 68th district judge] and I discussed the issue that we have, these two cases seem intertwined, and who would be hearing it. So the agreement was, until [the 254th district court], [which] was the first filed court, heard the pleas in abatement to the jurisdiction, that I would sit for [the 68th district judge] on the TRO and the temporary injunction.

The parties also agree and the temporary injunction order states that the 254th district judge signed the temporary injunction order as “sitting for the Judge of the 68th

District Court.” The rules allow the 254th district judge to hear any part of any of the case before the 68th District Court and determine the same and to hear and determine any question before the 68th District Court. TEX. R. CIV. P. 330(g); *see also In re Catapult*, 2020 WL 831611, at *5. Accordingly, we conclude the 254th district judge had the authority to hear the Company’s application for temporary injunction, render an order, and sign the temporary injunction order.

Issue two is decided against Fischer.

III. TEMPORARY INJUNCTION ORDER

In issue one, Fischer argues the trial court erred when it granted the Company’s motion for a temporary injunction because the Company failed to satisfy the purpose and requisite elements necessary for obtaining such an order. She contends: (1) the Company did not produce evidence of a probable right to recovery; (2) there is no connection between the Company’s alleged claims and the acts sought to be enjoined; and (3) any alleged injury is reparable because the Company can be adequately compensated in damages. The Company responds that injunctive relief was warranted because it produced evidence directly related to the Company’s causes of action for breach of fiduciary duty and tortious interference with existing contracts, and Fischer’s conduct posed an irreparable harm because it created a serious risk of management, employee, and customer loss.

A. Standard of Review

An appellate court reviews a trial court's decision to grant a temporary injunction for an abuse of discretion. *Abbott v. Anti-Defamation League Austin, Sw., & Texoma Regions*, 610 S.W.3d 911, 916 (Tex. 2020). An appellate court limits the scope of its review to the validity of the order, without reviewing or deciding the underlying merits, and will not disturb the order unless it is so arbitrary that it exceeds the bounds of reasonable discretion. *Henry v. Cox*, 520 S.W.3d 28, 33–34 (Tex. 2017).

In the temporary-injunction context, a trial court abuses its discretion if it misapplies the law to established facts or if the evidence does not reasonably support the trial court's determination that the applicant satisfied the requisite elements. *See 31 Holdings I, LLC v. Argonaut Ins. Co.*, 640 S.W.3d 915, 922 (Tex. App.—Dallas 2022, no pet.). An appellate court draws all legitimate inferences from the evidence in the light most favorable to the trial court's order. *Id.* In resolving evidentiary matters, a trial court does not abuse its discretion if some evidence reasonably supports the court's ruling. *Abbott*, 610 S.W.3d at 916. But the court has no discretion to incorrectly analyze or apply the law. *Id.*

B. Applicable Law

The purpose of a temporary injunction is to preserve the status quo of the litigation's subject matter pending trial on the merits. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). The status quo is the last, actual, peaceable, non-

contested status which preceded the pending controversy. *Clint Indep. Sch. Dist. v. Marquez*, 487 S.W.3d 538, 555 (Tex. 2016). A temporary injunction is an extraordinary remedy and does not issue as a matter of right. *Butnaru*, 84 S.W.3d at 204. The party seeking a temporary injunction must plead and prove three elements: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim. *Id.*

The second element of a temporary injunction does not require the applicant to show that he will prevail at trial. *Walling v. Metcalfe*, 863 S.W.2d 56, 58 (Tex. 1993); *Sun Oil Co. v. Whitaker*, 424 S.W.2d 216, 218 (Tex. 1968). Rather, it requires the applicant to present enough evidence to raise a bona fide issue as to his ultimate right to relief. *Kim v. Oh*, No. 05-19-00947-CV, 2020 WL 2315854, at *2 (Tex. App.—Dallas May 11, 2020, no pet.) (mem. op.); *see also Anderson v. Tall Timbers Corp.*, 347 S.W.2d 592, 593 (Tex. 1961) (noting trial court found bona fide controversy existed between parties). Thus, the applicant must produce some evidence supporting every element of at least one valid legal theory. *Kim*, 2020 WL 2315854, at *2; *see also Walling*, 863 S.W.2d at 58 (noting trial court had discretion to preserve status quo so long as applicant offered evidence that tends to support right to recover on the merits). However, there must be some connection between the claims alleged and the acts sought to be enjoined. *All. Royalties, LC v. Boothe*, 313 S.W.3d 493, 497 (Tex. App.—Dallas 2010, no pet.).

Generally, for purposes of the third element, the existence of an adequate remedy at law will bar equitable relief. *Campbell v. Wilder*, 487 S.W.3d 146, 152 (Tex. 2016). An adequate remedy at law is one that is as complete, practical, and efficient to the prompt administration of justice as is equitable relief. *Brazos River Conservation & Reclamation Dist. v. Allen*, 171 S.W.2d 842, 846–47 (Tex. 1943); *see also Kazi v. Sohail*, No. 05-21-00432-CV, 2022 WL 202959, at *7 (Tex. App.—Dallas Jan. 24, 2022, pet. denied) (mem. op.). An injury is irreparable if the injured party cannot be adequately compensated in damages or if the damages cannot be measured by any certain pecuniary standard. *Butnaru*, 84 S.W.3d at 204. Further, when an applicant for a temporary injunction asks only for damages as ultimate relief that does not guarantee that damages are completely adequate as a remedy. *Walling*, 863 S.W.2d at 58. Although it is unusual, circumstances can arise in which a temporary injunction is appropriate to preserve the status quo pending an award of damages at trial. *Id.*

The applicant for a temporary injunction must establish each element. *Abbott*, 610 S.W.3d at 916. If an applicant does not discharge its burden, it is not entitled to such extraordinary relief. *Millwrights Local Union No. 2484 v. Rust Eng'g Co.*, 433 S.W.2d 683, 686 (Tex. 1968); *Dallas Anesthesiology Assocs., P.A. v. Tex. Anesthesia Grp., P.A.*, 190 S.W.3d 891, 897 (Tex. App.—Dallas 2006, no pet.).

C. Application of the Law to the Facts

First, we address Fischer’s argument that the Company did not produce evidence of a probable right to recovery. The Company maintains it produced evidence supporting its claims for: (1) breach of fiduciary duty and (2) tortious interference with existing contracts. Generally, the elements of a claim for breach of fiduciary duty are: (1) the existence of a fiduciary duty; (2) breach of the duty; (3) causation; and (4) damages. *First United Pentecostal Church of Beaumont v. Parker*, 514 S.W.3d 214, 220 (Tex. 2017). The elements of tortious interference with an existing contract are: (1) an existing contract subject to interference; (2) a willful and intentional act of interference with the contract; (3) that proximately caused the plaintiff’s injury; and (4) caused actual damages or loss. *Prudential Ins. Co. of Am. v. Fin. Review Servs., Inc.*, 29 S.W.3d 74, 77 (Tex. 2000).

During the temporary injunction hearing, the Company produced some evidence supporting its claims for breach of fiduciary duty and tortious interference with existing contracts, showing: (1) Fischer is the executive vice chairman of the board of directors for the Company and a 50% owner of the Company; (2) she withdrew \$5 million from the Company’s operations funds without the knowledge or authorization of the board of directors; (3) Fischer’s withdrawal of the \$5 million adversely affected the Company’s ability to meet its obligations, including the payment of wages and bonuses pursuant to compensation agreements, and, according to Uzelac who is the president of the Company, it “almost put [the

Company] under”; (4) Clifford R. Fischer had to personally borrow \$4.8 million to compensate the Company in order for the Company to meet its obligations; (5) Fischer was a danger to the safety and well-being of the employees who are frightened by her presence, and, at times, operations have been shut down and employees were instructed to leave; (6) key employees may depart the Company because of Fischer’s behavior and there would be no way to measure in money damages the impact an exodus of employees would have on the Company. We conclude that the Company presented enough evidence to raise a bona fide issue as to its ultimate right to relief on its claims for breach of fiduciary duty and tortious interference with existing contracts.

Second, relying on *Alliance Royalties* and *Computek*, Fischer argues there is no connection between the Company’s alleged claims and the acts sought to be enjoined. *See All. Royalties*, 313 S.W.3d at 497; *Computek Comput. & Office Supplies, Inc. v. Walton*, 156 S.W.3d 217 (Tex. App.—Dallas 2005, no pet.). While we agree with the general proposition that there must be some connection between the claims alleged and the conduct sought to be enjoined, those cases are distinguishable from this case. In *Alliance Royalties*, this Court concluded that the trial court abused its discretion by enjoining the termination of a contract with a third party in an interpleader action because the contract was not in any way related to the pleaded claims. *See All. Royalties*, 313 S.W.3d at 497. In *Computek*, this Court held that a permanent injunction that failed to name the clients Computek was

prohibited from contacting lacked specificity and was overly broad. *See Computek*, 156 S.W.3d at 221–22. In this case, the Company asserted, among others, claims for breach of fiduciary duty and tortious interference with existing contracts, and the trial judge found that, among other things, Fischer was likely to interfere with and participate in the Company’s day-to-day operations. This type of interference goes to the heart of the Company’s claims. We conclude there is a connection between the equitable relief awarded in the temporary injunction and the Company’s causes of action.

Finally, we address Fischer’s argument that any alleged injury is reparable because the Company can be adequately compensated in damages. Fischer contends that money damages are available to compensate the Company for any alleged loss and the evidence at the hearing constituted “mere speculation” of what might happen to the Company if Fischer were not enjoined. The trial court found that there was evidence the Company would be irreparably harmed because Fischer was likely to interfere with and participate in the Company’s day-to-day operations, contact employees, officers and directors, and clients or potential clients, and enter onto the Company’s premises and cause fear, panic, and anxiety throughout the Company’s office. We conclude that these effects satisfy the irreparable injury element of injunctive relief.

The trial court had broad discretion in determining whether the pleadings and evidence support a temporary injunction. *See Kazi*, 2022 WL 202959, at *7.

Accordingly, we conclude the trial court did not err when it granted the Company's motion for a temporary injunction because the Company satisfied the purpose and requisite elements necessary for obtaining such an order.

Issue one is decided against Fischer.

IV. TEMPORARY INJUNCTION BOND

In issue three, Fischer argues the trial court erred when it ordered the \$500 bond previously paid by the Company was sufficient for the temporary injunction bond because the amount of the bond is inadequate. Fischer concedes that she did not object to the amount of the bond but argues she was unable to do so because the 254th district judge took the matter under advisement and did not sign the order until two days after the hearing. The Company responds that Fischer failed to preserve her complaint for appellate review because she did not object to the amount of the bond.

To preserve error for appellate review, the record must show the appellant made a timely request, objection, or motion and that the trial court ruled on the request, objection, or motion either expressly or implicitly. See TEX. R. APP. P. 33.1(a). Complaints regarding the sufficiency of the bond set in an injunction cannot be raised for the first time on appeal. See *Oil Field Haulers Ass'n v. R.R. Comm'n*, 381 S.W.2d 183, 190 (Tex. 1964) (if respondents regard bond as insufficient for their protection, they may apply to trial court to have it made sufficient); *Ex parte Coffee*, 328 S.W.2d 283, 292 (Tex. 1959) (defective bond will support temporary injunction

because it could have been amended and corrected to afford full protection by motion to trial court); *see also Danbill Partners, L.P. v. Sandoval*, 621 S.W.3d 738, 748 (Tex. App.—El Paso 2020, no pet.).

The temporary injunction states, “The bond previously paid by the Company, in the amount of \$500.00 shall be sufficient for the purpose of this [temporary injunction].” The record shows that Fischer did not object to the \$500 bond set by the 254th district judge at the hearing on the temporary injunction, or later by motion after the order was signed. Instead, during the temporary injunction hearing, Fischer acknowledged the proposed temporary injunction order “mirrored” the TRO and objected only to the temporary injunction’s enjoining her “family members” because Fischer’s son and brother were employed by the Company and the temporary injunction would prohibit them from working. Further, Fischer stated she had no other objections to the form of the temporary injunction order. In addition, Fischer does not contend nor could we find that she filed a motion contesting the sufficiency of the bond and obtained a ruling on that motion.

Accordingly, we conclude that Fischer has failed to preserve her third issue for appellate review. *See* TEX. R. APP. P. 33.1(a)

V. REPORTER’S RECORD

In issue four, Fischer argues the reporter’s record of the temporary injunction hearing is incomplete and incorrect. On June 26, 2020, the 254th district judge held a hearing for the purpose of determining whether the reporter’s record contained

errors and omissions as alleged by Fischer. On July 14, 2020, the 254th district judge signed findings of fact that found the original reporter's record was incomplete but the second reporter's record filed in this Court on June 22, 2020 does not contain the alleged inaccuracies and omissions. Accordingly, the concerns raised in Fischer's fourth issue have been redressed, and we need not address the issue.

VI. CONCLUSION

The 254th district judge had the authority to hear the Company's application for a temporary injunction, render a decision, and sign the temporary injunction order. Also, the 254th district judge sitting for the 68th District Court did not err when she granted the Company's motion for a temporary injunction. Further, Fischer did not preserve for appellate review her complaint as to the sufficiency of the bond, and any issues with the reporter's record have been redressed.

The 68th District Court's temporary injunction order is affirmed.

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/Leslie Osborne//

LESLIE OSBORNE
JUSTICE



**Court of Appeals
Fifth District of Texas at Dallas**

JUDGMENT

GAIL CORDER FISCHER,
Appellant

No. 05-20-00196-CV V.

CLIFFORD FISCHER &
COMPANY, Appellee

On Appeal from the 68th Judicial
District Court, Dallas County, Texas
Trial Court Cause No. DC-19-17340.
Opinion delivered by Justice
Osborne. Justices Myers and Carlyle
participating.

In accordance with this Court's opinion of this date, the trial court's temporary injunction order is **AFFIRMED**.

It is **ORDERED** that appellee CLIFFORD FISCHER & COMPANY recover its costs of this appeal from appellant GAIL CORDER FISCHER.

Judgment entered this 11th day of August, 2022.