Reversed and Rendered and Opinion Filed October 21, 2025

In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-25-00076-CV

A.W.E., Appellant
V.
D.M.F.N., Appellee

On Appeal from the 254th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DF-18-11265

MEMORANDUM OPINION

Before Justices Clinton, Lee, and Rosenberg[1]
Opinion by Justice Rosenberg

In this interlocutory appeal in a post-decree proceeding under Texas Family Code section 9.001, A.W.E. appeals a November 15, 2024 temporary injunction that waived a bond and enjoined her from filing lawsuits against various entities and individuals without first meeting certain conditions. Because we conclude the trial court abused its discretion by signing the temporary injunction, we reverse and render judgment dissolving the November 15, 2024 temporary injunction.

[1] The Hon. Barbara Rosenberg, Justice, Assigned

I. BACKGROUND

A.W.E. and D.M.F.N. are former spouses who co-own a corporation and related entities (Company). The Company provides consulting, brokerage, and technology solutions to corporate real-estate users.

A.W.E. and D.M.F.N. were divorced in October 2019 by a Final Decree of Divorce. In that decree, the trial court ordered that the Company be sold. The decree also appointed MHT Partners, a separate entity, to sell the Company. These terms were unchanged in the Final Decree Nunc Pro Tunc signed in 2020.

A.W.E. appealed the divorce decree's property division. We affirmed. *See In re Marriage of A.W.E. & D.M.F.N.*, No. 05-19-01303-CV, 2021 WL 822492 (Tex. App.—Dallas Mar. 4, 2021, no pet.) (mem. op.) (affirming decree).

A.W.E. also appealed a take-nothing summary judgment entered against her in a separate lawsuit filed shortly after the divorce in which she alleged D.M.F.N. and others engaged in breach of fiduciary duty and fraud. That appeal remains pending in our Court. *See Fischer v. Fischer*, No. 05-23-00679-CV.

Meanwhile, D.M.F.N. filed this post-decree enforcement proceeding under chapter 9 of the Texas Family Code. *See generally* TEX. FAM. CODE §§ 9.001–.401. In his latest pleading, D.M.F.N. alleges that A.W.E. has failed to comply with the final decree, including by failing to comply with its provisions regarding the sale of the Company. D.M.F.N. requested and obtained a temporary restraining order, an

order appointing a receiver to sell the Companies, and other temporary injunctions against A.W.E. that are disputed but that are not at issue in this appeal.[2]

The trial court heard D.M.F.N.'s second amended application for the injunction at issue in this appeal on October 2, 2024, and on October 28, 2024. Three witnesses testified, and the trial court admitted thirteen exhibits.

On November 15, 2024, the trial court signed an eight-page "Additional Temporary Injunction" enjoining A.W.E. from doing the following pending the sale:

> Filing lawsuits individually, whether in Texas or outside Texas, against the Company, a Receiver duly appointed by the Court under this Cause Number, or any employee, officer, director, client, and/or potential client of the Company without approval of the Company's Board of Directors or without giving the Company's Board of Directors a chance to hear and investigate the basis of any potential lawsuit.

In the temporary injunction order, the trial court recognized the status of the case and seeing that its orders are enforced. The trial court also made various findings. Among those findings, the order stated that, in August 2024, the Receiver informed A.W.E. and her counsel that the Company would go to market on August 29, 2024, in furtherance of the Final Divorce Decree and the Order Appointing Receiver.

[2] A.W.E. appealed the order appointing receiver and other temporary injunctions in a separate appeal that remains pending (*A.W.E. v. D.M.F.N.*, No. 05-24-00507-CV). In March 2025, we denied D.M.F.N.'s motion to consolidate that appeal with this appeal. Both appeals were submitted at the same time to the same panel.

The court then described, as a threat of litigation, the action of A.W.E.'s lawyer sending a litigation hold letter[3] within approximately one week of being informed that the Company would go to market, stating:

> [Mr. Balestriere, an attorney and agent of A.W.E.], served upon . . . a competitor of the [Company], a [litigation hold letter], alleging that [A.W.E.] "was wrongfully ostracized from her own companies" and that "anticipated litigation" would be commenced accordingly.
>
> Mr. Balestriere . . . also stated in his correspondence to a competitor of the Company that this anticipated litigation "will concern allegations of unlawful conduct arising out of a pattern of activity involving, among other things, improper diversion, misclassification, and misallocation of commissions, fees, and assets owned and the rights and privileges to opportunities arising out of or in connection with the operations of the [Company] for the period from at least January 2015 through and including the present. Investigation of persons is ongoing."
>
> This litigation hold letter was also sent to [fifty-one individuals and entities] . . . which include not only competitors and prospective buyers, but also some of the Company's largest clients[.]

The court further found that A.W.E. previously entered into a Tolling Agreement concerning the litigation in federal court she previously commenced against D.M.F.N., members of the Company's Board of Directors, and members of the Company's Advisory Board. The court noted the agreement was to expire November 7, 2024 and concluded "that [A.W.E.] is likely to file suit before the Tolling Agreement expires." The court concluded that A.W.E.'s purpose was to

[3] The trial court admitted into evidence a copy of the litigation hold letter sent to one of the recipients.

prevent the sale and the injunction would prevent a multiplicity of lawsuits. The court further found:

> . . . that [A.W.E.] is on the verge of commencing litigation outside the State of Texas on the same set of facts and against the same defendants she has already sued in Texas [in federal court] and that such a lawsuit will impede the court-appointed Receiver's efforts to carry out the [c]ourt's instructions to sell the Company as ordered in the Final Divorce Decree between the parties. The Company has gone to market and is in the process of being marketed for sale. Thus, harm to [D.M.F.N.] and to the [Company] is imminent and as evidenced by witness testimony concerning the past and current conduct of [A.W.E.] and/or her agents, servants, assigns, attorneys, professionals, or representatives, that if not enjoined, she and/or her agents, servants, assigns, attorneys, professionals, or representatives are likely to among other things: . . . file lawsuits on [A.W.E.'s] behalf, whether in Texas or outside Texas, against the Company and/or employees, officers, directors, executives, and/or clients of the Company; thereby interfering with the [Company's] client and/or potential client relationships and further interfering with efforts to sell the [Company] as ordered by the [c]ourt.

The court found that one competitor had lost interest in purchasing the company because of the litigation hold letter and then described the imminent, irreparable harm as follows:

> (1) the Company's confidential information, financial information, information about board members, Company clients and other proprietary information of the Company will be disclosed to the public and to competitors that can use the Company's confidential information to unfairly compete with the Company; (2) [D.M.F.N.] will be unable to sell the Company as ordered by the Court; (3) the value of the Company will be irreparably harmed; (4) the [c]ourt's jurisdiction and ability to carry out its Orders is threatened by [A.W.E.'s] threat to initiate litigation involving the Company in New York; (5) [D.M.F.N.] faces a threat of vexatious and harassing litigation. The [c]ourt further

finds that such harm is imminent and that [D.M.F.N.] and the Company have no adequate remedy at law.

The order also set the matter for a particular date for trial and a hearing on a permanent injunction and concluded by stating, "The requirement of a bond is waived."

A.W.E. then filed this accelerated, interlocutory appeal. *See* TEX. R. APP. P. 28.1(a); TEX. CIV. PRAC. & REM. CODE § 51.014(a)(4).

II. ISSUES

In five issues, A.W.E. argues we should reverse and dissolve the November 15, 2024 temporary injunction because the order (1) enjoins her from filing a lawsuit in federal court without authority to do so; (2) waives a bond, contrary to civil procedure rule 684; (3) does not comply with the requirements set forth in *Golden Rule Insurance Co. v. Harper*, 925 S.W.2d 649 (Tex. 1996); (4) contains findings regarding imminent irreparable harm and the lack of an adequate remedy at law that are not supported by sufficient evidence; and (5) is overbroad and lacks the specificity required by civil procedure rule 683.

III. ANALYSIS

A. Applicable Law and Standard of Review

An injunction is an extraordinary remedy and does not issue as a matter of right. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). An injunction can restrain a party from a course of conduct that is otherwise within its legal rights to pursue, or it can mandate action and force a party to engage in a course of conduct

it may otherwise choose not to pursue. *Harley Channelview Props., LLC v. Harley Marine Gulf, LLC*, 690 S.W.3d 32, 37 (Tex. 2024).

A temporary injunction is intended to preserve the status quo until final judgment. *Id*.; *Butnaru*, 84 S.W.3d at 204. To obtain a temporary injunction, the applicant must show: (1) a cause of action against the party to be enjoined; (2) a probable right to recover on that claim after a trial on the merits; and (3) a probable, imminent, and irreparable injury absent the temporary injunction. *Harley Channelview Props.*, 690 S.W.3d at 37; *Butnaru*, 84 S.W.3d at 204. An irreparable injury exists if the party injured cannot sufficiently be compensated in damages or the amount of damages is immeasurable by pecuniary standards. *Harley Channelview Props.*, 690 S.W.3d at 37; *Butnaru*, 84 S.W.3d at 204; *El Tacaso, Inc. v. Jireh Star, Inc.*, 356 S.W.3d 740, 744 (Tex. App.—Dallas 2011, no pet.).

An order granting a temporary injunction must set the cause for trial on the merits and fix the amount of security to be given by the applicant. TEX. R. CIV. P. 683, 684; *Qwest Commc'ns Corp. v. AT&T Corp.*, 24 S.W.3d 334, 337 (Tex. 2000).

An order granting a temporary injunction must also "set forth the reasons for its issuance; shall be specific in terms; [and] shall describe in reasonable detail and not by reference to the complaint or other document, the act or acts sought to be restrained." TEX. R. CIV. P. 683. Because the order "shall be specific in terms," *see id*., the trial court's order stating its reasons for a temporary injunction must be specific and legally sufficient on its face and not merely conclusory. *El Tacaso*, 356

S.W.3d at 744; *see also Arkoma Basin Exploration Co. v. FMF Assocs. 1990–A, Ltd.*, 249 S.W.3d 380, 389 n.32 (Tex. 2008) (noting that "conclusory" is defined as "[e]xpressing a factual inference without stating the underlying facts on which the inference is based") (citing BLACK'S LAW DICTIONARY 308 (8th ed. 2004)); *State v. Cook United, Inc.*, 464 S.W.2d 105, 106 (Tex. 1971) (order must give the reasons why injury will be suffered if the interlocutory relief is not ordered).

These procedural requirements are mandatory, and an order granting a temporary injunction that does not meet them is subject to being declared void and dissolved. *Qwest Commc'ns*, 24 S.W.3d at 337; *see Lancaster v. Lancaster*, 291 S.W.2d 303, 308 (Tex. 1956) (stating rule 684 "specifically requires the giving of an injunction bond prior to the issuance of an injunction" and concluding injunction at issue in that case was void because "no bond was required to be given . . . as a condition precedent to the issuance of the injunction"). A trial court's description of the reasons why an applicant will suffer irreparable injury will vary from case to case because each case in which a temporary injunction is sought presents a unique set of facts. *El Tacaso*, 356 S.W.3d at 747–48.

An anti-suit injunction is appropriate in four instances: 1) to address a threat to the court's jurisdiction; 2) to prevent the evasion of important public policy; 3) to prevent a multiplicity of suits; or 4) to protect a party from vexatious or harassing litigation. *Golden Rule*, 925 S.W.2d at 651. The party seeking the injunction must show that "a clear equity demands" the injunction. *Id.* "A single parallel proceeding

in a foreign forum, however, does not constitute a multiplicity nor does it, in itself create a clear equity justifying an anti-suit injunction." *Id*. (quoting *Christensen v. Integrity Ins. Co.*, 719 S.W.2d 161, 163 (Tex. 1986)).

In reviewing a temporary injunction, we must determine whether the trial court abused its discretion. *Christensen*, 719 S.W.2d at 163; *Butnaru*, 84 S.W.3d at 204 ("Whether to grant or deny a temporary injunction is within the trial court's sound discretion," and "[a] reviewing court should reverse an order granting injunctive relief only if the trial court abused that discretion."). We limit the scope of our 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 exceed[s] the bounds of reasonable discretion." *Henry v. Cox*, 520 S.W.3d 28, 33–34 (Tex. 2017) (quoting *Butnaru*, 84 S.W.3d at 204).

B. Application

In her first issue, A.W.E. argues the temporary injunction order is void because it enjoins her from filing a lawsuit in federal court without authority to do so. D.M.F.N. does not dispute this and states that the injunction is "defective to the extent it enjoins [A.W.E.] from filing suit in federal court." We agree.

A Texas state court may not enjoin a party from filing or otherwise abridging the right of a party to file *in personam* actions in federal courts. *See Donovan v. City of Dall.*, 377 U.S. 408, 412–13 (1964) (describing this as an "old and well-established judicially declared rule"); *see also Gen. Atomic Co. v. Felter*, 434 U.S.

12, 17 (1977) (per curiam) (stating it is "clear from *Donovan* that the rights conferred by Congress to bring *in personam* actions in federal courts are not subject to abridgment by state-court injunctions, regardless of whether the federal litigation is pending or prospective"); *Ex parte Evans*, 939 S.W.2d 142, 143 (Tex. 1997) (per curiam) ("[I]t is settled that 'state courts are completely without power to restrain federal court proceedings in *in personam* actions.'") (quoting *Donovan*, 377 U.S. at 413). Because the order in this case does not distinguish between suits in state or federal court, we conclude, based on *Donovan* and its progeny, the temporary injunction order is void to the extent that it enjoins A.W.E. from filing an *in personam* action in federal court. We sustain the first issue.

In her second issue, A.W.E. argues that the temporary injunction order is void because it waives a bond, contrary to civil procedure rule 684. *See* TEX. R. CIV. P. 684 (stating, in part, "In the order granting any . . . temporary injunction, the court shall fix the amount of security to be given by the applicant."); *Qwest Commc'ns*, 24 S.W.3d at 337 (stating procedural requirements in rules 683 and 684 are mandatory, and "an order granting a temporary injunction that does not meet them is subject to being declared void and dissolved.").

D.M.F.N. disputes this and argues that, despite rule 684, no bond was required based on civil procedure rule 693a. *See* TEX. R. CIV. P. 693a ("In a divorce case the court in its discretion may dispense with the necessity of a bond in connection with an ancillary injunction in behalf of one spouse against the other.").

We disagree with D.M.F.N. This is not a divorce proceeding, and as such, rule 693a does not apply. *See id.* (referring to the rule "[i]n a divorce case"); *see also Lancaster*, 291 S.W.2d at 308 (noting rule 693a did not apply and stating, "[A] bond should have been required before the issuance of any injunction-should one have been proper."); *Eichelberger v. Hayton*, 814 S.W.2d 179, 182 n.4 (Tex. App.—Houston [1st Dist.] 1991, writ denied) (noting that the suit was not a divorce case, nor were the parties presently spouses and stating, "[R]ule 693a is inapplicable"); *Simpson v. Simpson*, 378 S.W.2d 352, 353 (Tex. Civ. App.—Eastland 1964, no writ) (concluding rule 693a did not apply in a case in which both parties testified, in effect, that they were not married; *Crittenden v. Heckman*, 185 S.W.2d 495, 496 (Tex. Civ. App.—San Antonio 1945, no writ) (concluding that while at one time the parties were husband and wife, the suit was not a divorce case within the meaning of rule 693a where a decree had already been entered). We sustain A.W.E's second issue.

Our resolution of A.W.E.'s second issue would alone allow us to dissolve the temporary injunction order, *see Qwest Commc'ns*, 24 S.W.3d 337, but where we conclude the trial court erred in failing to require an injunction bond under civil procedure rule 684, as we have here, our Court's precedent requires us to "direct the trial court to correct such error and then proceed to consider the appeal as if such error had not occurred." *Williams v. City of Tom Bean*, 688 S.W.2d 618, 621 (Tex. App.—Dallas 1985, no writ) (citing *Jeffries v. Evans Div.-Royal Indus.*, 510 S.W.2d

579, 579 (Tex. 1974) (per curiam). Therefore, we reach A.W.E.'s remaining determinative issues.

We turn next to A.W.E.'s fifth issue, in which she argues that the order is overbroad, impermissibly vague, and lacks the specificity required by civil procedure rule 683 because it enjoins her from filing suits entirely unrelated to the claims in this case. D.M.F.N. disputes this and cites appellate procedure rule 38.1(i), *see* TEX. R. APP. P. 38.1(i), suggesting, without explicitly arguing, that A.W.E. has waived this issue by inadequately briefing it.

We disagree with D.M.F.N.'s suggestion. Appellate procedure rule 38.1(i) states that an appellant's brief "must contain a clear and concise argument for the contentions made, with appropriate citations to authorities and to the record." A.W.E. has done so here. A.W.E. cites the page of the order enjoining her from doing the prohibited acts pending the sale, noting that its breadth is unlimited in terms of the types of lawsuits she is prohibited from pursuing. A.W.E. also cites a portion of a hearing transcript in which she testified that she does not know the identity of current clients, as she stopped being included in such matters after 2018, and that, while she knows FedEx was a Company client "for many decades," she does not "know if they're a client today." A.W.E. argues that, because the order refers to both unidentified clients and "potential" clients, the order thus estops her from filing lawsuits against people she cannot identify for claims that are entirely unrelated to this proceeding. She provides multiple examples of the types of lawsuits

the order would prohibit given its unlimited scope, stating that, even for long-time clients such as FedEx that she can potentially identify, "the overbreadth . . . prohibits her, for example, from filing a personal injury suit if she happens to be involved in a collision with a FedEx truck though that claim would have nothing to do with and no effect on" this case. As another example, she argues she could file suit and violate the injunction without realizing it as she has not received information about the identities of the Company's current or potential employees or clients since 2018.

As authority for her arguments, in addition to citing to rule 683 and various cases from our sister courts, A.W.E. cites to *Computek Computer & Office Supplies, Inc. v. Walton*, 156 S.W.3d 217, 221–23 (Tex. App.—Dallas 2005, no pet.), in which appellant Computek challenged, on lack of specificity grounds, a permanent injunction that enjoined it from doing business, or authorizing anyone else to do business, with any client of OEM, an appellee, that was not listed on an attachment to the order. Noting that "the injunction itself must provide the specific information as to the off-limits clients, without inferences or conclusions," we agreed that the injunction enjoined Computek from taking specific actions involving specific OEM clients who were not identified or listed in the permanent injunction and resolved the specificity issue in Computek's favor. *Id.* at 222. We do so here as well.

We next consider A.W.E.'s fourth issue, in which she argues the trial court abused its discretion by issuing the injunction because there is no evidence of an imminent threat of irreparable injury, no evidence to support the finding that the

Company's "value . . . will be irreparably harmed" if the injunction is not issued, and no evidence that the applicant, D.M.F.N., had an inadequate remedy at law. As support for the latter two arguments that there is no evidence to support the finding that the Company's value will be irreparably harmed or to show that D.M.F.N. has an inadequate remedy at law, A.W.E. cites the Receiver's testimony indicating that he had a present expectation of Company's value before the anticipated litigation, could quantify the difference between the anticipated sale price and Company's actual sale price once it sold, and the difference in these values "will be measured in dollars and cents." As support for her argument that there is no evidence of an imminent threat of irreparable injury, A.W.E. argues that there was no evidence in this record of an imminent state court lawsuit, the only type of suit that the trial court could enjoin.

Based on the record in this appeal, we agree there was no evidence of an imminent threat of an irreparable injury or inadequate remedy at law. We conclude the trial court abused its discretion in issuing the temporary injunction by concluding that, without the injunction, the Company's "value . . . will be irreparably harmed." *See* TEX. R. CIV. P. 683; *see also Harley Channelview Props.*, 690 S.W.3d at 37 (indicating that for injunction purposes, "irreparable" harm means the harm cannot be adequately compensated in damages or that the damages could not be measured by any certain pecuniary standard); *Butnaru*, 84 S.W.3d at 204 (same); *El Tacaso*, 356 S.W.3d at 743 (same). We also conclude, based on the record before us in this

appeal, there is no evidence of an imminent state court lawsuit by A.W.E. and thus no evidence to support the trial court's findings of an imminent threat of irreparable injury, either in the form of disclosure to the public or to competitors of the Company's confidential, financial, or proprietary information, or in the form of preventing the Company's sale as ordered.[4]

We sustain A.W.E.'s fourth issue to the extent discussed in the prior paragraph and need not consider A.W.E.'s remaining fourth-issue arguments or her third issue. *See* TEX. R. APP. P. 47.1 ("The court of appeals must hand down a written opinion that is as brief as practicable but that addresses every issue raised and necessary to final disposition of the appeal.").

IV. CONCLUSION

We reverse and render judgment dissolving the November 15, 2024 temporary injunction.

/Barbara Rosenberg/
BARBARA ROSENBERG
JUSTICE, ASSIGNED

[4] We may not consider in this appeal evidence that was not admitted in the October 2, 2024 and October 28, 2024 hearings, including evidence from earlier injunction hearings. In order for testimony at a prior hearing or trial to be considered at a subsequent proceeding, the transcript of such testimony must be properly authenticated and entered into evidence. *Escamilla v. Estate of Escamilla*, 921 S.W.2d 723, 726 (Tex. App.—Corpus Christi–Edinburg 1996, writ denied). No such transcripts were entered into evidence in the October 2, 2024 and October 28, 2024 hearings.

Court of Appeals
Fifth District of Texas at Dallas

JUDGMENT

A.W.E., Appellant		On Appeal from the 254th Judicial District Court, Dallas County, Texas
No. 05-25-00076-CV	V.	Trial Court Cause No. DF-18-11265. Opinion delivered by Justice Rosenberg. Justices Clinton and Lee participating.
D.M.F.N., Appellee		

In accordance with this Court's opinion of this date, we **REVERSE** and **RENDER** judgment **DISSOLVING** the trial court's November 15, 2024 temporary injunction.

It is **ORDERED** that appellant A.W.E. recover her costs of this appeal from appellee D.M.F.N.

Judgment entered this 21st day of October 2025.