

COURT OF APPEALS OF TEXAS, EIGHTH DISTRICT, EL PASO

Nidal T. Baem v. Western Frontier Trading, LLC

No. 08-25-00105-CV (Tex. App.—El Paso Apr. 16, 2026) · No. No. 08-25-00105-CV · Decided April 16, 2026

SUMMARY

The Eighth District Court of Appeals of Texas reviewed an interlocutory appeal from a temporary injunction freezing bank accounts held in the appellant’s name. The court held that the evidence supported a probable right of recovery, irreparable injury, and lack of an adequate remedy at law, but concluded that the injunction was overbroad because it covered accounts and funds beyond those connected to the alleged theft. The court reversed in part, affirmed in part, and remanded for entry of a modified injunction.

CASE DETAILS

COURT	Court of Appeals of Texas, Eighth District, El Paso
WRITING FOR THE COURT	Lisa J. Soto; Yvonne T. Palafox; Liza A. Rodriguez
JURISDICTION	Court of Appeals of Texas, Eighth District, El Paso
DECIDED	April 16, 2026
DOCKET	No. 08-25-00105-CV
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Interlocutory appeal from an order granting a temporary injunction that froze all funds in bank accounts held in Baem's name.
STANDARD OF REVIEW	An order granting a temporary injunction is reviewed for abuse of discretion. The reviewing court defers to supported factual findings, reviews legal determinations de novo, and views the evidence in the light most favorable to the trial court's order.
PRECEDENTIAL VALUE	Published memorandum opinion
PARTIES	Nidal T. Baem v. Western Frontier Trading, LLC

TOPICS

- injunctions
- interlocutory appeal
- appellate procedure
- remedies
- commercial litigation

PRACTICE AREAS

- civil procedure
- commercial litigation
- remedies
- appellate procedure

QUESTIONS PRESENTED

1. Whether Western presented evidence of a probable right of recovery on at least one pleaded legal theory.
2. Whether Western presented evidence of probable, imminent, and irreparable injury and the absence of an adequate remedy at law.
3. Whether the temporary injunction was impermissibly overbroad because it froze accounts or funds beyond those logically connected to Western's claims.
4. Whether Baem's statute-of-limitations argument could be considered in the interlocutory appeal.

HOLDINGS

1. Western presented some evidence supporting every element of at least one valid legal theory, specifically its theft claim, and Baem did not show that Western's pleading was inadequate under Texas's fair-notice pleading standard.
2. Western presented some evidence of a probable, imminent, and irreparable injury because Baem's transfer of hundreds of dollars per day overseas and planned travel supported an inference that assets could be dissipated or placed beyond reach.
3. Baem did not establish that Western lacked evidence of an inadequate remedy at law or that the requested freeze lacked a logical and justifiable connection to Western's claims.
4. The temporary injunction was overbroad because it froze all accounts in Baem's name rather than only the identified account and did not limit the freeze to the amount of disputed funds deposited in that account.
5. The court lacked jurisdiction to address Baem's statute-of-limitations argument in the interlocutory appeal, and Baem also failed to preserve or establish the defense by pleading, proof, and findings.

KEY QUOTATIONS

“A temporary injunction serves to preserve the status quo pending a trial on the merits.” (at 3)

“To obtain such relief, a party must plead and prove a cause of action, a probable right to relief, and irreparable injury in the interim.” (at 3)

“While a temporary injunction should be “broad enough to safeguard a party’s protectable interests,” it should not be “so broad that it prohibits the restrained party from engaging in lawful activities[.]”” (at 9)

FACTUAL BACKGROUND

Baem was an employee of Western Frontier Trading whose duties included delivering merchandise, invoicing customers, and collecting payments. Western alleged that Baem directed a customer to write checks to him personally and deposited those checks, along with Cash App payments, into his own account. At the temporary-injunction hearing, the customer testified that Baem represented he was Western's partner, and Western's owner testified that funds were missing, that checks had been deposited into a specific account, and that Baem was transferring money overseas and had arranged travel to Kuwait. The trial court froze all funds in all First National Bank of Texas accounts held in Baem's name.

PROCEDURAL HISTORY

Western Frontier Trading sued Baem for theft, conversion, and breach of fiduciary duty and sought a temporary injunction freezing funds in Baem's accounts at First National Bank of Texas. After an evidentiary hearing, the trial court entered the injunction, findings of fact, and conclusions of law. Baem brought an interlocutory appeal under Texas Civil Practice and Remedies Code section 51.014(a)(4). The Court of Appeals affirmed the injunction in part, reversed it in part as overbroad, and remanded for an evidentiary hearing and a modified injunction.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The trial court must conduct an evidentiary hearing and enter a modified temporary injunction limited to the one First National Bank of Texas account into which the disputed funds were deposited and to the dollar amount of those disputed funds.

CASES CITED

- Butnaru v. Ford Motor Co., 84 S.W.3d 198, 204 (Tex. 2002)
- State v. Loe, 692 S.W.3d 215, 226 (Tex. 2024)
- Grossman v. City of El Paso, 642 S.W.3d 85, 107 (Tex. App.—El Paso 2021, pet. dismiss'd)
- Daugherty v. Ellington, No. 05-22-00991-CV, 2024 WL 177482, at *5 (Tex. App.—Dallas Jan. 17, 2024, pet. denied) (mem. op.)
- Texas Department of Transportation v. Lara, 625 S.W.3d 46, 61 (Tex. 2021)
- Cluck v. Mecom, 401 S.W.3d 110, 117 (Tex. App.—Houston [14th Dist.] 2011, pet. denied)
- McCullough v. Scarbrough, Medlin & Associates, Inc., 435 S.W.3d 871, 907 (Tex. App.—Dallas 2014, pet. denied)
- Fuentes v. Union de Pasteurizadores de Juarez Sociedad Anonima de Capital Variable, 527 S.W.3d 492, 499 (Tex. App.—El Paso 2017, no pet.)
- Urias v. Owl Springs N., LLC, 662 S.W.3d 561, 567 (Tex. App.—El Paso 2022, no pet.)
- Guillory v. Dietrich, 598 S.W.3d 284, 292 (Tex. App.—Dallas 2020, pet. denied)
- 31 Holdings I, LLC v. Argonaut Insurance Co., 640 S.W.3d 915, 927 (Tex. App.—Dallas 2022, no pet.)
- Reyes v. Burrus, 411 S.W.3d 921, 924-25 (Tex. App.—El Paso 2013, pet. denied)
- RWI Construction, Inc. v. Comerica Bank, 583 S.W.3d 269, 275, 277-78 (Tex. App.—Dallas 2019, no pet.)
- Ron v. Ron, 604 S.W.3d 559, 576 (Tex. App.—Houston [14th Dist.] 2020, no pet.)
- Metra United Escalante, L.P. v. Lynd Co., 158 S.W.3d 535, 543 (Tex. App.—San Antonio 2005, no pet.)
- Kaufmann v. Morales, 93 S.W.3d 650, 656 (Tex. App.—Houston [14th Dist.] 2002, no pet.)
- Rocklon, LLC v. Paris, No. 09-16-00070-CV, 2016 WL 6110911, at *14 (Tex. App.—Beaumont Oct. 20, 2016, no pet.) (mem. op.)

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