

Reversed and Remanded and Memorandum Opinion filed May 28, 2026.



In The

Fourteenth Court of Appeals

NO. 14-25-00909-CV

LIANE PARKER, Appellant

V.

WELL CELL GLOBAL LLC AND WELL CELL SUPPORT LLC, Appellees

**On Appeal from the 269th District Court
Harris County, Texas
Trial Court Cause No. 2025-72054**

M E M O R A N D U M O P I N I O N

This is a breach of contract and theft of trade secrets case. Plaintiffs Well Cell Global LLC and Well Cell Support LLC allege that Defendant Liane Parker misappropriated and misused confidential information related to Well Cell's proprietary method of insulin delivery. The trial court granted Well Cell's requested temporary injunction, and Defendant filed this interlocutory appeal.

The temporary injunction fails to comply with Texas Rule of Civil Procedure 683 because it broadly bars Defendant's use of Well Cell's confidential,

trade secret, and proprietary information without describing that information with reasonable particularity. We reverse the trial court’s temporary injunction and remand the case for further proceedings.

BACKGROUND

The parties’ relationship began when Defendant pitched Well Cell on how she could help it obtain an American Medical Association CPT code for physiologic insulin resensitization, a therapy licensed by Well Cell to treat diabetes by tailoring insulin delivery to real-time glucose monitoring using an algorithm. A CPT code—which stands for current procedural terminology—is used by medical providers and facilities to bill claims and generate revenue.

Well Cell alleges that Defendant improperly used the proprietary information disclosed during the pitch meeting—including its plans to obtain a CPT code, its pricing strategy, cost-saving data, and algorithm details—to submit two CPT code applications for one of Well Cell’s former licensees.

Well Cell sued Defendant for theft of trade secrets and breach of the parties’ non-disclosure and non-solicitation agreement. The trial court enjoined Defendant from using or disseminating any of Well Cell’s confidential or trade secret information. Defendant filed a notice of interlocutory appeal the same day. The trial court signed a “temporary injunction order revised to cure clerical error” approximately one week later; this order adds a trial date to the original temporary injunction order and makes no other changes.

ANALYSIS

I. Waiver

Well Cell first asserts that the original temporary injunction was superseded by the revised order and Defendant’s arguments are waived because they only

address the original order. We disagree.

The trial court retained jurisdiction to issue its revised order. *See* Tex. R. App. P. 29.5 (while an appeal from an interlocutory order is pending, the trial court may issue further orders “including one dissolving the order complained of on appeal”). And this court may, on its own initiative, “review . . . a further appealable interlocutory order concerning the same subject matter.” Tex. R. App. P. 29.6(a)(1). Here, the trial court’s revised order not only concerns the same subject matter but is identical to the original temporary injunction except for the addition of a trial date. Defendant’s arguments are therefore equally applicable to the revised order. We decline to conclude that Defendant waived her arguments. *See, e.g., Tanguy v. Laux*, 259 S.W.3d 851, 854-56 (Tex. App.—Houston [1st Dist.] 2008, no pet.) (court addressed issues in appellant’s brief challenging temporary injunction even though original order was superseded by an amended order that added a trial date, noting that “the two injunctions are substantively the same”).

II. Texas Rule of Civil Procedure 683

Defendant raises several challenges to the trial court’s temporary injunction, one of which asserts that the injunction does not comply with rule 683. Rule 683’s procedural requirements are mandatory, and an order that does not meet them is “subject to being declared void and dissolved.” *Qwest Commc’ns Corp. v. AT&T Corp.*, 24 S.W.3d 334, 337 (Tex. 2000) (per curiam). We agree with Defendant and conclude the injunction does not satisfy rule 683; therefore, we need not address the other arguments she raises on appeal. *See, e.g., Clark v. Hastings Equity Partners, LLC*, 651 S.W.3d 359, 374 n.13 (Tex. App.—Houston [1st Dist.] 2022, no pet.); *El Tacaso, Inc. v. Jireh Star, Inc.*, 356 S.W.3d 740, 748 (Tex. App.—Dallas 2011, no pet.).

Rule 683 requires every injunction to be specific and describe the restrained acts in reasonable detail:

[e]very order granting an injunction . . . shall set forth the reasons for its issuance; shall be specific in terms; 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. Defendant asserts the injunction does not describe the conduct it prohibits with reasonable particularity. We agree.

A temporary injunction should inform a party of the acts she is restrained from doing without requiring inferences or conclusions about which the parties might disagree and which might require additional court hearings. *Cooper Valves, LLC v. ValvTechnologies, Inc.*, 531 S.W.3d 254, 266 (Tex. App.—Houston [14th Dist.] 2017, no pet.). It should be broad enough to “safeguard a party’s protectable interests pending a trial on the merits,” but not so broad that it “prohibits the restrained party from engaging in lawful activities that are a proper exercise of its rights.” *Id.* A temporary injunction that does not comply with rule 683’s specificity requirement is an abuse of discretion subject to being declared void and dissolved. *InterFirst Bank San Felipe, N.A. v. Paz Constr. Co.*, 715 S.W.2d 640, 641 (Tex. 1986) (per curiam); *Hoist Liftruck Mfg., Inc. v. Carruth-Doggett, Inc.*, 485 S.W.3d 120, 123 (Tex. App.—Houston [14th Dist.] 2016, no pet.).

Here, the trial court prohibited Defendant from taking actions related to Well Cell’s confidential, proprietary, and trade secret information:

- a. Further pursuing or proceeding with, in any manner, disclosing Well Cell’s ***confidential or trade secret information***, before the American Medical Association or any other person or entity in the State of Texas or the United States;
- b. Using any of Well Cell’s ***confidential or trade secret information*** taught, delivered, described, or otherwise imparted from Well Cell, in

- whole or in part, as part of any medical procedure, treatment, therapeutic modality, or otherwise;
- c. Practicing Well Cell's proprietary method of insulin resensitization, the microburst insulin infusion modality;
 - d. Using, disclosing, reproducing, or disseminating any of Well Cell's ***trade secrets or confidential, proprietary information, including, but not limited to***, Well Cell's trade secrets set forth in Well Cell's Application, including their confidential business contacts and their specialized medical training (such as training modules, videos, and handbooks), and methods of conducting business related to Well Cell's proprietary method of insulin resensitization for the treatment of diabetes or other metabolic disorders to any person or entity in the State of Texas or the United States;
 - e. Contacting, soliciting, or communicating with any of Well Cell's current or former clients, vendors, or business partners for the purpose of competing with Well Cell, diverting business opportunities, or disparaging Well Cell's reputation, ***using any information obtained from or belonging to Well Cell***;
 - f. Operating, promoting, or participating in any business that competes with Well Cell ***using Well Cell's trade secrets, confidential information, or misappropriated assets***;
 - g. Destroying, concealing, or disposing of any documents, data, records, or evidence (electronic or otherwise) related to this lawsuit, ***including any materials containing or derived from Well Cell's confidential information***, and communications with Charles Elliott and others associated with the permanently enjoined parties identified in Well Cell's Exhibit 1 to its Application; and
 - h. Taking any further actions that would interfere with Well Cell's existing business relationships, or operations.

This court has previously reversed a temporary injunction that included similar language because it was impermissibly vague. *See Cooper Valves, LLC*, 531 S.W.3d at 266. There, the trial court enjoined the appellants from possessing or using appellee's "Confidential or Trade Secret Information," which "includes but is not limited to" a two page list of items. *Id.* We held that this "open-ended

definition of ‘Confidential and Trade Secret Information’ is impermissibly vague, fails to provide adequate notice to appellants of the acts they are restrained from doing in terms not subject to reasonable disagreement, and therefore violates Rule 683’s specificity requirement.” *Id.*; *see also, e.g., TMRJ Holdings, Inc. v. Inhance Techs., LLC*, 540 S.W.3d 202, 213 (Tex. App.—Houston [1st Dist.] 2018, no pet.) (an injunction was insufficiently specific because its use of the “indefinite ‘specified data’ and general description of ‘trade secrets’ does not give adequate notice of the prohibited conduct”); *Super Starr Int’l, LLC v. Fresh Tex Produce, LLC*, 531 S.W.3d 829, 850-51 (Tex. App.—Corpus Christi 2017, no pet.) (an injunction’s use of “other confidential information” was insufficiently specific).

Here too, the trial court’s temporary injunction does not mark the boundaries of the “confidential,” “trade secret,” or “proprietary information” to which it applies. This is untenable: Defendant will be forced either to interpret the terms broadly, thus policing her own conduct more than necessary, or to interpret them narrowly, thus risking satellite litigation over their meaning. This does no one any good. If a temporary injunction is warranted here—a question that we don’t decide today—then it needs to give all parties adequate notice of the prohibited conduct.

The injunction therefore does not comply with rule 683’s requirements and constitutes an abuse of discretion. *See* Tex. R. Civ. P. 683. Because six out of the eight prohibitions in the temporary injunction rest upon these undefined terms, we reverse the temporary injunction in full. *See Totus Grp., LLC v. Pruitt Fam. Living Tr.*, No. 05-23-01222-CV, 2025 WL 510034, at *11 (Tex. App.—Dallas Feb. 14, 2025, no pet.).

CONCLUSION

We reverse the trial court’s order, dissolve the temporary injunction, and remand the case to the trial court for further proceedings.

/s/ Katy Boatman
Justice

Panel consists of Justices Bridges, Boatman, and Antú.