

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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BOND BONDING AGENCY, INC., and  
DANYELLA FULTON,

UNPUBLISHED  
October 19, 2010

Plaintiffs-Appellees,

v

No. 287551  
Shiawassee Circuit Court  
LC No. 06-004232-CZ

LEO URBAN,

Defendant-Appellant,

and

JEFFREY LEVERE CRANDALL,

Defendant.

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Before: HOEKSTRA, P.J., and FITZGERALD and STEPHENS, JJ.

PER CURIAM.

Defendant Leo Urban (hereafter “defendant”) appeals as of right from a judgment in favor of plaintiffs following a bench trial.<sup>1</sup> On appeal, defendant Urban challenges the trial court’s earlier order granting injunctive relief in favor of plaintiffs. We affirm. This appeal has been decided without oral argument pursuant to MCR 7.214(E).

Defendant was employed as a bonding agent on behalf of plaintiffs from 1994 until June 2006. The parties’ employment relationship was governed by a written contract. Prior to his separation from employment with plaintiffs, defendant had obtained the assumed name “A Bond Bonding” for the purpose of appearing earlier in the phone book. There is no dispute that the business generated from the use of the assumed name was treated as the business of plaintiffs from the time the name was obtained until defendant left plaintiffs’ employment. The phone

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<sup>1</sup> Although the claim of appeal was also filed on behalf of defendant Jeffrey Crandall, this appeal has been dismissed with respect to Crandall for want of prosecution. *Bond Bonding Agency, Inc v Urban*, unpublished order of the Court of Appeals, entered August 17, 2010 (Docket No. 287551).

number associated with “A Bond Bonding” was initially defendant’s personal number and he remained responsible for expenses associated with that number after it was assigned to the assumed name.

After defendant terminated his employment relationship with plaintiffs, he started his own bond business and employed Crandall. Plaintiffs brought suit and obtained an ex parte temporary restraining order prohibiting both defendant and Crandall from using “A Bond Bonding” for any purpose and from using the disputed telephone number, as well as other relief not pertinent to this appeal. The additional provisions of the temporary restraining order were subsequently dissolved, but the prohibition relating to the use of the telephone number and the assumed name remained in place and defendant was ordered to transfer the number to plaintiffs. Defendant’s delay in complying with the ordered transfer resulted in a sanction award.

At the bench trial, defendant argued in his trial brief and during closing argument that the ownership of the phone number and the continued use of the assumed name were at issue in addition to the other questions to be addressed. However, the trial court did not make any findings with respect to either of these points.<sup>2</sup> In addition, when defendant moved for a new trial, his argument did not include disagreement on the use of the assumed name or claim that the trial court should have ordered the return of the phone number.

We review a trial court’s decision to grant injunctive relief for an abuse of discretion. *Pontiac Fire Fighters Union Local 376 v City of Pontiac*, 482 Mich 1, 8; 753 NW2d 595 (2008). An abuse of discretion occurs when the trial court’s decision results in an outcome that is not within the range of reasonable and principled outcomes. *Maldonado v Ford Motor Co*, 476 Mich 372, 388; 719 NW2d 809 (2006). “[I]njunctive relief is an extraordinary remedy which issues only when justice requires, there is no adequate remedy at law, and there exists a real and imminent danger of irreparable injury.” *Id.* (citation and internal quotation marks omitted).

Defendant has not provided a persuasive reason for disturbing the injunction that the trial court entered before trial. Defendant correctly observes that the trial court denied plaintiffs’ request for damages for lost revenues from defendant’s control of a telephone number. However, defendant fails to explain how that decision is relevant to whether plaintiffs were entitled to injunctive relief. Similarly, defendant asserts that plaintiffs did not establish that he used the assumed name after the trial court issued the injunction, but again does not explain how that is relevant to whether injunctive relief was appropriate. Although defendant asks this Court to dissolve the injunction and order plaintiffs to transfer the telephone number back to him, he has not provided any argument or analysis to support his request. This Court is not required to “discover and rationalize the basis for his claims, or unravel and elaborate for him his arguments, and then search for authority either to sustain or reject his position.” *Mitcham v Detroit*, 355 Mich 182, 203; 94 NW2d 388 (1959). Thus, we treat this issue as abandoned. *Unibar*

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<sup>2</sup> The findings and conclusions that were reached by the trial court are not at issue in this appeal.

*Maintenance Services, Inc v Saigh*, 283 Mich App 609, 628-629; 769 NW2d 911 (2009).

Affirmed.

/s/ Joel P. Hoekstra

/s/ E. Thomas Fitzgerald

/s/ Cynthia Diane Stephens