

ARIZONA SUPERIOR COURT, PIMA COUNTY

HON. KYLE BRYSON  
JUDGE

CASE NO. C20122452

DATE: July 06, 2012

PACIFIC OFFICE AUTOMATION INC, ET AL.  
Counter Plaintiff/Plaintiff(s)

VS.

TRENT M DURAN, ET AL.  
Counter Defendant/Defendant(s)

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**R U L I N G**

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**UNDER ADVISEMENT RULING**

The Court, having considered the evidence and testimony presented at hearing, and having reviewed the record, finds and rules as follows.

At issue herein is whether the Court should issue a preliminary injunction prohibiting Defendant Trent Duran from having contact with former customers of A.B. Dick Products Co. of Tucson (A.B. Dick), which was purchased by Plaintiff Pacific Office Automation, Inc. (POA) in February. Among the assets purchased by POA from A.B. Dick were “customer lists and data, sales records, telephone listings and goodwill.” Mr. Duran had been with A.B. Dick for over sixteen years, and had hoped to purchase A.B. Dick after he learned the business was for sale. He was unable to purchase A.B. Dick, and it is undisputed that the Defendant was offered, and accepted, employment with POA after the purchase. He was presented with documents, among which was a confidentiality and non-disclosure agreement, which he did not sign. Shortly after accepting employment with POA, and without signing the aforementioned agreement, Duran tendered his resignation. He maintained contact with his A.B. Dick customers, and went to work for Defendant Action Imaging. Shortly after going to work at POA, Mr. Duran gave two weeks’ notice of his intent to resigned, and a few days thereafter, quit altogether without further notice.

To issue a preliminary injunction, the Court must find the applicant has proved it has a probable success on the merits of its claims, the possibility of irreparable harm if the injunction is not issued, a balance of

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hardships favoring the plaintiff, and, in some cases, the advancement of public interest. *Arizona Association of Providers for Persons with Disabilities v. State*, 223 Ariz. 6, 219 P.3d 216 (Ct. App. Div. 1, 2009).

In the instant action, the Court is not convinced that the Plaintiff has demonstrated it has a probability of success on the merits of the case. As set forth above, Mr. Duran did not execute the confidentiality and non-disclosure agreement, and the Court cannot find the purchase of A.B. Dick by POA served to bind Mr. Duran, a non-party to that transaction.

Furthermore, the Court cannot find that Plaintiff POA will suffer irreparable harm if an injunction is not issued. POA has an adequate remedy at law, insofar as it can seek damages from Mr. Duran, as well as Defendant Action Imaging Group, if it prevails on the merits of its claims at time of trial, if trial is necessary.

For the above and foregoing reasons, POA's request for a preliminary injunction is **DENIED**.

cc: Hon. Gus Aragon  
Andrew S. Ashworth, Esq.  
Veronica L. Manolio, Esq.  
Clerk of Court - Under Advisement Clerk

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