

Cite as 2022 Ark. App. 345
ARKANSAS COURT OF APPEALS

DIVISION III
No. CV-21-116

RAIN INVESTMENTS LLC
DBA SARACEN CINEMA 8
APPELLANT

V.

JAMES VU; THUYTIEN VU; JOHN VU;
THERESA VU; AND CAMERON
APPRAISAL GROUP, LLC
APPELLEES

Opinion Delivered September 21, 2022

APPEAL FROM THE JEFFERSON
COUNTY CIRCUIT COURT
[NO. 35CV-20-386]

HONORABLE ROBERT H. WYATT,
JR., JUDGE

AFFIRMED

LARRY D. VAUGHT, Judge

Rain Investments LLC appeals the Jefferson County Circuit Court’s order setting aside a permanent injunction that prevented the appellees, James Vu, Thuytien Vu, John Vu, Theresa Vu, and Cameron Appraisal Group (collectedly referred to herein as the Vus), from evicting it from rental property in Pine Bluff. In *Rain Investments LLC v. Vu*, 2022 Ark. App. 93, we held that we lacked jurisdiction to hear some of the appellant’s arguments and ordered Rain Investments to submit a supplemental record along with a supplemental brief and addendum. Those deficiencies have now been remedied, and Rain Investments raises only one argument on appeal challenging the circuit court’s order setting aside the injunction. We affirm.

Rain Investments and the Vus entered into a lease agreement concerning commercial property located at Pines Mall Drive in Pine Bluff. The Vus provided proof that the property

had been operated as a movie theater, and that is how Rain Investments intended to operate it.

A dispute arose between the parties regarding the Vus' obligation to perform maintenance pursuant to the lease agreement and to provide a third-party inspection. Rain Investments then spent \$18,537.42 to repair problems that it contends the Vus were responsible for under the contract. In response to their dispute, one of the appellees locked Rain Investments out of the property and blocked all public access to it, which prevented Rain Investments from conducting business at the location. Rain Investments contends that, as a result, it lost revenue of more than \$50,000. The Vus also turned off utilities to the property.

Rain Investments then filed suit for breach of contract, tortious interference with business expectancy, violation of the right to quiet enjoyment of the property, and for an emergency temporary restraining order and a preliminary injunction on May 19, 2020. It also filed an emergency motion for temporary restraining order. The trial court entered a temporary restraining order May 20, 2020, which required the Vus to turn on the HVAC and electricity and to ensure that the same was operating properly and to provide Rain Investments with keys and grant it access to the property at will. The Vus failed to comply with the trial court's order. After Rain Investments demanded and did not receive keys, it contacted police to assist in obtaining keys and access to the property. Appellee Thuytien Vu refused to comply, even after an officer demanded compliance with the order. Rain Investments then moved for contempt.

The trial court entered a permanent injunction order on June 4, 2020, requiring the Vus to cease and desist from evicting Rain Investments and from collecting rent directly. It also ordered the Vus to turn on the HVAC and electricity and to ensure that both systems were

operating properly. The permanent injunction also required the Vus to give Rain Investments keys to the building that granted it access at will to the theater, the mall, the roof, the storage areas, and all common areas.

Rain Investments filed motions for default judgment, alleging it had perfected service of process of the summons, complaint, and discovery on the Vus and that the Vus had failed to answer. The Vus never filed responses to the motions for default judgment. The trial court entered an order denying Rain Investments' motion for default judgment.

Rain Investments moved for summary judgment. The trial court entered an order on January 19, 2021, granting Rain Investments summary judgment for its breach-of-contract claims and finding that, while the Vus did not appear at the hearing or present any evidence in opposition to Rain Investments' motion for summary judgment, genuine issues of material fact existed for all other allegations. The trial court set aside the permanent injunction that prevented the Vus from moving forward with the eviction process. The trial court set aside all previous orders, including findings of contempt.

Rain Investments then filed a motion for clarification and accounting. The trial court entered an order on February 10, 2021, granting partial summary judgment and denying all other relief requested, including the motions for default judgment. A notice of appeal was timely filed February 12, 2021.

In our previous order, we held that we lacked jurisdiction to address several of Rain Investments' arguments because the issues were not eligible for interlocutory appeal. 2022 Ark. App. 93. We also held that, while Rain Investments' challenge to the dissolution of the

injunction was properly before us on interlocutory appeal, its record and addendum failed to comply with our rules.

Rain Investments has now remedied those deficiencies and has filed a revised appellant's brief. Its sole point on appeal challenges the court's order setting aside the injunction that prevented the Vus from evicting Rain Investments from the rental property. The circuit court's order states, "Because the Court has granted the Motion for Summary Judgment on the breach of contract claims, the injunction, which prevented the eviction of the Plaintiff from the mall property entered on June 4, 2020, is set aside." The court did not articulate its rationale or otherwise expound on its ruling, but we note that this statement comes in the context of the court's grant of summary judgment and that, in the previous paragraph, it noted that Rain Investments was seeking remedies that the court worried "could allow the Plaintiff to receive more relief than that to which they are entitled through multiple recoveries."

On appeal, Rain Investments challenges the dissolution of the injunction but fails to fully develop the issue as it relates to the court's grant of summary judgment. We have long held that when an appellant presents a point on appeal that is not supported by persuasive authority or convincing argument, we need not address it. *Ark. State Highway Comm'n v. Philrite Dev., Inc.*, 30 Ark. App. 88, 91, 782 S.W.2d 595, 596 (1990). It is well settled that a petitioner seeking injunctive relief must prove, among other elements, that without the injunction, he or she will suffer irreparable harm. "Irreparable harm is the touchstone of injunctive relief, and harm is normally only considered irreparable when it cannot be adequately compensated by money damages or redressed in a court of law." *Mounce v. Jeronimo*

Insulating, LLC, 2021 Ark. App. 195, at 6, 625 S.W.3d 367, 372. Here, the court dissolved the injunction as a result of its grant of summary judgment in favor of Rain Investments. It also expressed concern that Rain Investments was seeking remedies that could result in a double recovery. Therefore, it appears that the circuit court dissolved the injunction because Rain Investments was able to obtain adequate legal redress through the grant of summary judgment on its breach-of-contract claim. We cannot reach the merits of these issues, however, because Rain Investments has not provided any persuasive authority or convincing argument as to why the dissolution of the injunction was not an appropriate response to the court's order granting summary judgment.

Affirmed.

MURPHY and BROWN, JJ., agree.

Law Office of Angel D. Kendrick, by: *Angela D. Kendrick*, for appellant.

One brief only.