

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MARK W. DOBRONSKI,

Plaintiff,

Case No. 23-12153

Hon. Jonathan J.C. Grey

v.

THE SAVINGS BANK MUTUAL
LIFE INSURANCE COMPANY OF
MASSACHUSETTS, et al.,

Defendants.

**ORDER DENYING PLAINTIFF'S: EMERGENCY
MOTION FOR INJUNCTIVE RELIEF (ECF No. 28),
MOTION TO EXPEDITE DECISION (ECF No. 40), and
MOTION FOR A SCHEDULING CONFERENCE (ECF No. 46)**

I. INTRODUCTION

Dobronski has filed tens of Telephone Consumer Protection Act (“TCPA”) actions in the Eastern District of Michigan; and the undersigned alone has been assigned at least four such cases. Dobronski has a residential telephone line in Michigan (734-***-1212), a residential telephone line in Florida (407-***-0222), and a cellular telephone number (734-***-9671) (the “cell number”); each of these telephone numbers is listed on the National Do Not Call Registry. (ECF No. 1, PageID.20–21

at ¶¶ 46, 47, 49, 50.) In his August 23, 2023 complaint, Dobronski alleges that Defendant The Savings Bank Mutual Life Insurance Company of Massachusetts (“SBLI”) and agents of SBLI, including Defendant Halosurance, LLC and five individuals named as defendants in this case, called him 13 times at those telephone numbers to sell him SBLI life insurance policies. (*Id.* at PageID.30–48.)

Dobronski has filed an emergency motion for injunctive relief (“emergency motion”) (ECF No. 28), as well as a motion to expedite a decision on the emergency motion (“motion to expedite”) (ECF No. 40), and a motion for scheduling conference. (ECF No. 46.) The motions have been fully briefed, and the Court held a hearing on the emergency motion. For the reasons that follow, the emergency motion is **DENIED**, the motion to expedite is **DENIED AS MOOT**, and, in light of the scheduling conference held on May 16, 2025, the motion for scheduling conference is **DENIED AS MOOT**.

II. BACKGROUND

For purposes of addressing the emergency motion, the most significant call made to Dobronski’s cell phone occurred on May 25, 2023, at approximately 5:45 p.m. (“Call 5”). On Call 5, Dobronski provided the

false name “Thomas J. Troy.” (*Id.*) Dobronski alleges that the Call 5 caller: (1) identified himself as “Mike with Senior Benefits;” (2) requested pre-qualifying information from “Thomas J. Troy”; and (3) with Dobronski’s knowledge and absent any objection by Dobronski, proceeded to sell “Thomas J. Troy” an SBLI life insurance policy. (*Id.* at PageID.35–36 at ¶ 121–122.) SBLI then sent a letter, on SBLI letterhead, to “Thomas J. Troy” (hereinafter, “Troy”) at the address Troy had given to “Mike,” wherein SBLI confirmed Troy’s purchase of an SBLI life insurance policy and sought payment to avoid cancellation. (ECF No. 1, Ex. B.)

Dobronski does not allege or argue that, in connection with Call 5 or that SBLI policy, he (Troy): (a) advised “Mike” or anyone else not to call him (Troy); (b) told “Mike” or anyone else to take him (Troy) off any list; or (c) communicated to “Mike” or anyone else that the number “Mike” called was on the Do Not Call registry. Dobronski also does not allege or argue that he ever complained to SBLI about the application stemming from Call 5, which application includes his electronic signature. (*Id.* at PageID.420, 424.)

Dobronski represents that, on January 10, 2024 at 11:19 a.m. and 1:10 p.m., he received calls on his cell phone from Dexter Morris and

Richard McAdams, respectively. (ECF No. 28, PageID.363–364.) Morris and McAdams each represented that he was with SBLI, asked to speak with “Thomas J. Troy,” and sought to verify certain information that Dobronski (Troy) provided during Call 5. (*Id.* at PageID.364.) After Dobronski received each of those January 10, 2024 calls, he contacted SBLI’s counsel (Benjamin Perry) to: (a) complain about the calls; and (b) at least regarding the first call, demand that SBLI and its agents stop telephoning Dobronski. (*Id.* at PageID.364–365.) Dobronski does not specify whether he told Perry that the calls were to “Troy” rather than “Dobronski.” (*See* ECF No. 28, PageID.365 (Dobronski “called SBLI’s attorney, Benjamin Perry, to complain about the call just received from McAdams.”).)

Dobronski claims that, on January 11, 2024, at approximately 9:18 p.m., he received a call on his cell phone from the same number as the second call on January 10, 2024. (*Id.* at PageID.365.) He states that, when he answered the call, a man began spewing profanities and racially tinged statements, including but not limited to:

- “You are the mother fucker that is trying to sue us?” [0:23]
- Identified himself as “Thomas J. Troy, the senior mother fucker.” [1:01]
- “You are the mother fucker who tries to sue companies.” [1:14]

- “You are on the federal do not call list.” [1:17]
- “You are a fucking red necked mother fucker.” [1:59]
- “This is not a sales call. This is a call where I fuck a bastard.” [3:19]
- “I am against those people who are fucking suing people.” [3:35]
- “So I am a fucking guy with a black dick who is going to shove it up your ass.” [3:37]
- “I’m fucking you.” [4:19]

(*Id.* at Ex. A at ¶ 13.)

In his motion to expedite, Dobronski cites several more calls, as follows:

On February 27, 2024, Plaintiff received another telemarketing call from an SBLI agent. **Plaintiff “worked” the caller and provided controlled identifying information, including the faux name Timothy J. Braxton.** Plaintiff immediately notified SBLI’s counsel, who stated that he would “get back” with Plaintiff; there was no follow-up from SBLI’s attorney. Nonetheless, Plaintiff received an insurance policy from SBLI issued on February 27, 2024. See EXHIBIT 1.

During the months of June, July, and August 2024, Plaintiff received at least 7 more unwanted telemarketing calls from SBLI agents. *One caller, on August 1, 2024, apparently learned that Plaintiff was suing SBLI, called Plaintiff back and threatened to sexually assault Plaintiff’s mother.*

On August 2, 2024, Plaintiff received an unwanted telemarketing call from an SBLI agent. **Plaintiff worked the caller by providing controlled identifying information in order to complete the SBLI application process.** The caller indicated that Plaintiff would be

receiving the insurance policy via U.S. Mail. Approximately 15 minutes after the call terminated, the same caller telephoned Plaintiff again, informed [sic] *One of the callers apparently learned from SBLI of the lawsuit, called Plaintiff back, and verbally abused Plaintiff because Plaintiff was “suing his company.”*

Plaintiff promptly communicated this information to SBLI’s counsel, Jeffrey Bove, but received no follow up from Bove.

Despite Plaintiff’s protestations and repeat “do not call” demands to SBLI’s counsel, the calls continued. On September 3, 2024 (2 calls); September 13, 2024; and, September 17, 2024, **Plaintiff received a series of 6 telemarketing calls which were all related, as the caller would identify being with SBLI and kept asking for the same controlled identifying name: to wit, Andrew Jackman.**

On September 18, 2024, Plaintiff received yet an additional call from an individual identifying with SBLI asking to speak with Timothy Braxton, which is the faux name provided by Plaintiff during the call on February 27, 2024. The caller knew that the prior policy had not been issued and reviewed the application information which Plaintiff had provided on February 27, 2024. The caller then transferred the call to a “licensed agent.” **The licensed agent then confronted Plaintiff with the faux name that had been used during the calls on September 3, 13, and 17; to wit: Andrew Jackman.** *The licensed agent then confronted Plaintiff with Plaintiff’s true name, Plaintiff’s wife’s name, the name of relatives of Plaintiff, and Plaintiff’s true residence address, and made threats that Plaintiff was going to be arrested for cyber crimes, possession of illegal drugs, and possession of illegal weapons. The licensed agent was fully familiar with the fact that Plaintiff had sued SBLI and other insurance companies and demanded money from*

Plaintiff.

(ECF No. 40, PageID.488–490 (emphasis added).)

III. LEGAL STANDARD

Four factors must be balanced and considered before the Court may issue a temporary restraining order or preliminary injunction: (1) the likelihood of the plaintiff’s success on the merits; (2) whether plaintiff will suffer irreparable injury without the injunction; (3) the probability that granting the injunction will cause substantial harm to others; and (4) whether the public interest will be advanced by issuing the injunction. *Jones v. Caruso*, 569 F.3d 258, 265 (6th Cir. 2009). “[T]he four factors are not prerequisites to be met, but rather must be balanced as part of a decision to grant or deny injunctive relief.” *Performance Unlimited v. Questar Publishers, Inc.*, 52 F.3d 1373, 1381 (6th Cir. 1995); *see also Southern Glazer’s Distrbs. of Ohio, LLC v. Great Lakes Brewing Co.*, 860 F.3d 844, 849 (6th Cir. 2017) (“these are factors to be balanced, not prerequisites to be met.”). In making its determination, the “district court is required to make specific findings concerning each of the four factors, unless fewer factors are dispositive of the issue.” *Six Clinics Holding Corp., II v. Cafcomp Sys., Inc.*, 119 F.3d 393, 399 (6th Cir. 1997).

IV. EMERGENCY MOTION FOR INJUNCTIVE RELIEF

In the emergency motion, Dobronski cites three calls he received on January 10–11, 2024 and moves the Court to prohibit SBLI and its direct and indirect agents (except for SBLI attorneys) from any unconsented contact with him. In the motion to expedite, Dobronski cites the numerous additional calls he received between February 2024 and September 2024. For purposes of this order, the Court takes all of the calls into account.

A. Likelihood of success on the merits

The Court first rejects Dobronski’s reliance on the vast majority of the calls he identifies in the emergency motion and the motion to expedite, starting with the January 10, 2024 calls. Both calls were made by persons claiming to be “with SBLI,” however, both callers asked to speak to “Thomas J. Troy,” the fake name that Dobronski had provided to “Mike with Senior Benefits” on May 25, 2023, during Call 5. (ECF No. 28, PageID.363.)

The Court finds that, when Dobronski provided “Mike” with the fake name “Thomas J. Troy,” his actual cell number and mailing address, and other pre-qualifying information to obtain an SBLI life insurance

policy, Dobronski (Troy) gave—at a minimum—implied consent to future contact from SBLI at that cell number and mailing address. *See, e.g., Dobronski v. Total Ins. Brokers, LLC*, No. 21-10035, 2021 WL 4452218, at *4 (E.D. Mich. Sept. 29, 2021) (“Because Plaintiff concedes that he engaged in conduct designed to encourage the second call, he gave implied consent to that call.”). There is no indication that Dobronski took any action to revoke that consent prior to contacting one of SBLI’s attorneys (Perry) on January 10, 2024, and it is unclear whether Dobronski indicated to Perry that McAdams was calling Dobronski’s cell number for “Dobronski” or “Troy.”

The same issues plague Dobronski’s assertions regarding many of the other calls identified above. He admits, if not brags, that he routinely “worked” the caller and provided a “faux” name, but he also admits providing his actual cell number and mailing address for purposes of obtaining SBLI insurance policies, i.e., he was baiting the SBLI agents. He then feigns surprise and claims harm when such agents called his cell number to sell Troy the SBLI insurance products Troy (Dobronski) for which Troy (Dobronski) had applied.

Based on Dobronski’s efforts to solicit, promote, and provoke

additional contact from persons seeking to sell SBLI insurance policies, the Court does not find that Dobronski is likely to succeed on the merits with respect to the calls at issue in his emergency motion and motion to expedite. More specifically, the Court finds that Dobronski admits that he intentionally supplied false information to callers to create fraudulent SBLI policies, such that SBLI agents had to call the cell number on the Do Not Call Registry that he willingly gave to callers (or mail information to his actual mailing address that he likewise willingly provided). Further, the Court finds that, but for Dobronski's actions, he would have received fewer, if any calls, to sell him SBLI insurance products—and possibly no calls threatening him in any manner. Instead, ironically and outrageously, after giving a “faux” name, Dobronski freely provided callers with the very cell number he complains must not be called because it is on the Do Not Call registry. Accordingly, it appears that many of the calls Dobronski received, including those calls in which the alleged threats were made, were calls (although not threats) Dobronski invited.

As to the January 11, 2024, August 1, 2024, August 2, 2024, and September 18, 2024 calls that included threats, more consideration is required. Based on the language quoted by Dobronski in his motion

regarding the January 11, 2024 call, a recording of which was played during the hearing on the emergency motion, the Court finds that the caller(s) used profane and threatening language that may violate 18 U.S.C. § 875(c) and M.C.L. § 750.540e. The August 1, 2024 caller allegedly threatened to sexually assault Dobronski's mother, which may also violate those statutes; however, Dobronski does not quote or offer a recording of that call. There is no indication that Dobronski consented to the threats therein, and they appear to have been directed at him based on the comments about filing one or more lawsuits, each of which was filed by Dobronski, not Troy, Braxton, or Jackman. The calls, in particular the threats of sexual assault, are sufficient to put a reasonable person in fear of harm or cause distress and negatively affects one's health, including feeling "terrorized, frightened, intimidated, threatened, harassed, and molested." (ECF No. 28, Ex. A at ¶¶ 14–16.)

The Court **condemns** the threatening calls and **directs all defendants**, including SBLI, Halosurance, as well as their employees, agents, and representatives, **to refrain from contacting Dobronski**¹

¹ As stated above, to the extent that Dobronski continues to set traps and/or provide callers with "faux" names with his actual cell number and/or mailing address, he is inviting the calls and will not be able to recover pursuant to the TCPA. *Total Ins. Brokers*, 2021 WL 4452218, at *4. If Dobronski continues to do so, whether it is in

in any manner at any of his phone numbers listed on the Do Not Call Registry, including and especially for the purpose of threatening him for any reason. However, the Court cannot find that there is a substantial likelihood that the threatening January 11, 2024, August 1, 2024, August 2, 2024, and September 18, 2024 calls can be attributed to SBLI. This is so even considering that: (a) the caller(s) knew that Dobronski has filed lawsuits and one or more of the threatening callers may have specifically referred to the lawsuit against SBLI; and (b) at least three calls were from phone numbers that had been used to contact Dobronski about an SBLI insurance policy in close proximity to the threatening call.

The Court finds that Dobronski's requested relief is overbroad and fails to meet the specificity requirements of Rule 65. Dobronski has lumped all defendants together, without differentiating their roles or actions. This is problematic because SBLI is the only identified party against whom Dobronski seeks relief. (*See* ECF No. 28, PageID.357.) However, the Court simply cannot ignore that, in this action alone,

this case or any other case filed in the Eastern District of Michigan, he also may be subject to sanctions for filing frivolous claims as it relates to calls that stem from such activity. *See, e.g.*, E.D. Mich. L.R. 5.2; Fed. R. Civ. P. 11.

Dobronski has also sued defendants Halosurance and five Halosurance agents. (ECF No. 1, PageID.26–27 at ¶ 74.) In fact, Dobronski has already obtained a clerk’s entry of default against Halosurance and defendants James Kevin Eakes, Duno Francis Joseph, and Zubaida D. Ihmeid. (ECF Nos. 18, 23, 27, 37.) Dobronski alleges that Halosurance: (1) operates an insurance brokerage firm that sign up independent insurance producers as agents to market SBLI insurance products; and (2) directs telemarketing activities of Halosurance and its downline agents who receive a percentage of the amount paid by an issuing insurance carrier such as SBLI. (ECF No. 1, PageID.26 at ¶¶ 72–73.)

Further, the Court notes that SBLI represents that it has investigated its records and determined that none of the January 2024 calls came from any of its employees, Producers, or telephone numbers. (ECF No. 31, PageID.404.) Moreover, with respect to the threatening calls noted in the motion to expedite (i.e., the calls on August 1, 2024, August 2, 2024, and September 18, 2024), Dobronski fails to identify the numbers used or names of the persons that called and threatened him.

Based on those facts and allegations, the Court cannot find that Dobronski has shown that it is likely that SBLI is responsible for the

calls. In fact, it is at least as likely that Halosurance and/or its agents made one or more of the threatening calls.

The Court also declines to adopt Dobronski's argument that any conduct alleged in the emergency motion or motion to expedite amounted to stalking, in violation of M.C.L. § 750.411h. "Stalking" requires "a willful course of conduct involving repeated or continuing harassment of another individual . . ." and "course of conduct" means a pattern of conduct composed of a series of 2 or more separate noncontinuous acts evidencing a continuity of purpose." *Id.* at M.C.L. § 750.411h(a), (d).

Between the pending motions, Dobronski has cited four instances of a threatening call, *i.e.*, the January 11, 2024 call, an August 1, 2024 call, one of the August 2, 2024 calls, and part of the September 18, 2024 call. Dobronski has not submitted evidence that SBLI itself is behind the threatening calls or actions, nor that all or any two of the calls were made by the same person. Therefore, the Court finds that Dobronski has not demonstrated that the plain language of M.C.L. § 750.411h requiring "repeated or continuing harassment" is likely to be satisfied.

For the reasons stated, the Court concludes that Dobronski has not shown a substantial likelihood of prevailing on the merits of the "claims"

raised in the emergency motion. Accordingly, this factor weighs against granting an injunction.

B. Irreparable injury

First, the Court **reiterates that it does not condone any calls containing threats**, especially threats of sexual assault. The Court also notes that threats of that nature may constitute an irreparable injury, *Harris v. Bd. of Supervisors*, 366 F.3d 754, 766 (9th Cir. 2004), especially as it appears the calls may have been motivated, at least in part, by Dobronski filing this lawsuit. The purported harm Dobronski claims can largely be prevented by Dobronski not giving “faux” names, “working” the callers, and trying to set canary traps, all of which involve Dobronski intentionally submitting false insurance applications that specifically provide his cell number and mailing address as the means to contact him. In other words, the alleged harm is not inevitable and, instead, appears likely to stem from Dobronski’s conduct that invites some of the calls of which he complains. As such, the alleged harm is not imminent, and Dobronski has not demonstrated that he will suffer irreparable harm absent such relief. *Tri-City Wholesale Distrbs., Inc. v. Wine Grp., Inc.*, 2012 WL 2478357, at *5 (6th Cir. June 29, 2012) (“Such harm must be

'likely,' not just possible.”). This factor weighs against granting injunctive relief.

C. Harm to others

Dobronski asserts that the issuance of an injunction would cause no harm to others, and the Court finds that declining to issue an injunction likewise would not cause harm any other persons. This factor does not weigh in favor or against issuing an injunction.

D. Public interest

The Court finds that the public interest would not be served from barring SBLI (or its agents or representatives) from contacting a person who invites attempts to sell insurance. The Court does find that the public interest would be served by a prohibition on any calls that violate the TCPA and/or threaten physical harm/sexual assault. As discussed above, however, Dobronski has not shown a substantial likelihood of success on the merits vis a vis the threatening phone calls he asks the Court to enjoin. Therefore, this factor does not weigh in favor of awarding injunctive relief.

E. Resolution

Based upon its consideration of the four factors, and for the reasons

stated above, the Court concludes that Dobronski has not demonstrated that the Court must, or even should, order injunctive relief against SBLI and its direct and indirect agents. The Court therefore **DENIES** Dobronski's request for emergency injunctive relief. The case will proceed as pleaded, subject to the Court's prior rulings, and without the issuance of any injunctive relief.

IV. CONCLUSION

Accordingly, for the reasons stated above, **IT IS ORDERED** that Dobronski's emergency motion for injunctive relief (ECF No. 28) is **DENIED**.

IT IS FURTHER ORDERED that Dobronski's motion to expedite a decision on the emergency motion for injunctive relief (ECF No. 40) is **DENIED AS MOOT**.

IT IS FURTHER ORDERED that Dobronski's motion for scheduling conference (ECF No. 46) is **DENIED AS MOOT**.

SO ORDERED.

Date: July 29, 2025

s/Jonathan J.C. Grey
JONATHAN J.C. GREY
United States District Court

Certificate of Service

The undersigned certifies that the foregoing document was served upon counsel of record and any unrepresented parties via the Court's ECF System to their respective email or First-Class U.S. mail addresses disclosed on the Notice of Electronic Filing on July 29, 2025.

s/ S. Osorio
Sandra Osorio
Case Manager