

**BLOGS**

Preliminary Injunctions

Massachusetts Federal Court Grants Preliminary Injunction for Noncompete Violations, Denies Injunction for Trademark Infringement

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A federal court in Massachusetts recently granted, in part, a Motion for Preliminary Injunction as to enforcement of franchise agreement noncompete covenants but denied the motion as to claims of trademark infringement, employee nonsolicitation, and failure to return confidential information and assign franchise telephone numbers. *Rooterman, LLC v. Belegu*, 2025 WL 1088043 (D. Mass. Apr. 11, 2025).

In December 2024, Rooterman, LLC, a franchisor of plumbing services businesses, filed a complaint against Klodian Belegu and three related entities alleging breaches of noncompete covenants and other post-termination provisions in franchise agreements, and trademark infringement. Specifically, Rooterman alleged that, in September 2024, after it terminated thirteen franchise agreements that Belegu had signed, Belegu and his co-defendants infringed on Rooterman’s trademarks and violated noncompetition, nonsolicitation, and nondisclosure provisions in the franchise agreements by operating two competing businesses that offered similar services in the former franchise territories. Rooterman further alleged that Belegu failed to disaffiliate with the Rooterman brand and trademarks.

The court granted Rooterman a preliminary injunction as to the noncompete. The court largely rejected Belegu’s arguments that the noncompete provision was unreasonable, finding that it was necessary to protect Rooterman’s legitimate business interests and that the geographic scope that Rooterman sought to enforce was reasonable because it was limited to zip codes in which the former franchises operated. The court did rule that the three-year noncompete period was unreasonable under Massachusetts law and reduced the period to two years. The court also rejected Belegu’s arguments that defendants were excused from complying with the noncompete provision because Rooterman itself breached by, for example, failing to provide certain training and operating assistance contemplated by the franchise agreements. Finally, the court denied Rooterman’s motion as to claims of trademark infringement, employee nonsolicitation, and failure to return confidential information largely because the violations had been cured or Rooterman failed to produce evidence of such violations.

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