



BLOGS

Preliminary Injunctions

Oklahoma Federal Court Grants Franchisor's Post-Termination Motion for Preliminary Injunction Related to Trademark Infringement

A federal court in Oklahoma granted franchisor Pizza Inn, Inc.'s motion for preliminary injunction preventing two former Pizza Inn franchisees – Odetallah and Allen's Dynamic Food – from operating competing pizza restaurants in the same location as each of their former Pizza Inn franchises. *Pizza Inn, Inc. v. Allen's Dynamic Food, Inc.*, 2023 WL 3015297 (W.D. Okla. Apr. 19, 2023).

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The court held that Pizza Inn demonstrated a likelihood of success on the merits on a trademark infringement claim, which creates a rebuttable presumption of irreparable harm under the Trademark Protection Act of 2020 absent a preliminary injunction stopping the unauthorized use. Odetallah and Allen's Dynamic Food failed to rebut that presumption. Furthermore, the court held that the balance of harms analysis weighed in favor of Pizza Inn, since the analysis generally favors the trademark holder where there is alleged infringement, and Odetallah and Allen's Dynamic Food did not provide any evidence that they would suffer harm under the injunction. Even if they did provide such evidence, the court stated that such harm was self-inflicted – a product of their own failure to comply with the franchise agreements after they were terminated. Finally, the court found that Pizza Inn met its burden of establishing that the injunction would not be adverse to the public interest since it properly terminated the franchise agreements and Odetallah's and Allen's Dynamic Food's unauthorized use of the marks risked deceiving customers. Therefore, granting the injunction was in the public interest.

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