



## Craig P. Miller

Partner

Minneapolis

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**Craig Miller practices primarily in the areas of franchise and distribution litigation and commercial litigation. As a litigator, Craig represents companies and individuals in trial, arbitration, and other civil proceedings throughout the United States. He has represented clients in a wide variety of matters, including franchise disputes, complex business fraud actions, securities fraud claims, trademark and trade dress infringement, noncompete enforcement, shareholder disputes, contract disputes, creditors' remedies, and unfair trade practices claims. Craig is experienced in guiding clients through the dispute resolution process, whether through litigation, arbitration, mediation, or negotiation.**

Craig also practices extensively in probate court, helping to resolve disputes over the administration of trusts or estates, will contests, and matters of guardianship and conservatorship. Craig's familiarity with probate procedure ensures that his clients' interests are protected.

Craig channels his natural-born competitive nature, along with his persuasive skills and writing experience, to benefit his clients. Before entering law school, he worked as a volunteer recruiter and technical writer while continuing to train competitively as a long-distance runner. His love for all-things-competitive continues through playing golf, watching sports of all kinds, and keeping up with his energetic preschooler.

### Areas of Focus

#### Services

[Franchise & Distribution](#)

[Litigation](#)

[Closely Held & Family  
Businesses](#)

[Non-Compete, Non-Solicit,  
Trade Secrets & Other  
Restrictive Covenants](#)

[Franchise Litigation &  
Dispute Resolution](#)

[General Business & Complex  
Commercial Litigation](#)

[Shareholder Disputes](#)

[Trust & Estate Litigation](#)

## Experience

- Bonus of Am., Inc. v. Angel Falls Servs., L.L.C., U.S. Dist. LEXIS 67079 (D. Minn. 2010) (granting preliminary injunction and enforcing in-term noncompete agreement against franchisee and those who acted in concert with the franchisee to evade the noncompete agreement)
- Bonus of Am., Inc. v. Angel Falls Servs., L.L.C., 2010 U.S. Dist. LEXIS 53598 (D. Minn. 2010) (granting TRO and enforcing in-term noncompete agreement against franchisee)
- Pirtek USA, LLC v. Bobby Moore, et al.
- Pirtek USA, LLC v. Wilcox, Bus. Franchise Guide (CCH) 13,511 (AAA 2006) (enforcement of franchisor's noncompete agreement and award of lost profits against former franchisee)
- Wilcox et al. v. Pirtek USA, LLC
- Pirtek USA, LLC v. Zaetz, 408 F. Supp. 2d 81 (D. Conn. 2005)
- Pirtek USA, LLC v. Layer, Bus. Franchise Guide (CCH) 13,357 (D. Fla. 2005) (enforcement of franchisor's noncompete agreement and other post-termination obligations against former franchisee)
- Auto-Chlor System of Minnesota, Inc. v. JohnsonDiversey, 328 F. Supp. 2d 980 (D. Minn. 2004)
- Tatan Management v. Jacfran Corp., 270 F. Supp. 2d 197 (D.P.R. 2003) (order holding that franchisor was justified in terminating franchisee's franchise rights)
- RE/MAX North Central, Inc. v. Cook, 64 Fed.Appx. 562 (7th Cir. 2003) (affirming franchisor's award of damages and attorneys' fees on trademark infringement claim)
- RE/MAX North Central, Inc. v. Cook, 272 F.3d 424 (7th Cir. 2003) (affirming courts order granting of preliminary injunction on franchisor's trademark infringement claim)
- Enforced post-termination noncompete and non-solicitation agreement, attorneys' fees provision, and personal guaranty against client's former franchisee.
- Obtained order for preliminary injunction in favor of client preventing defendants from infringing upon client's trademarks, violating noncompete provisions in franchise agreements, and violating post-termination obligations in franchise agreements
- Obtained dismissal of arbitration action commenced by 13 of the client's franchisees (including a Trust created by franchisees for litigation purposes) seeking, in part, a declaratory judgment that the noncompete provisions in their franchise agreements are unenforceable; dismissal of action was granted, in part, on the ground that the claims were improperly joined and that certain franchisees lacked standing to assert claims.
- Represented client in preliminary injunction action in federal court seeking to enforce terminated franchisee's post-termination obligations and noncompete agreement, and seeking to prevent franchisee from infringing upon client's trademarks.

- Successfully represented client in defense of action commenced by franchisee for encroachment, alleged violations of the Washington Franchise Investment Protection Act, the Washington Consumer Protection Act, breach of contract and the implied covenant of good faith and fair dealing, and tortious interference with business expectancy.
  - Obtained preliminary injunction order prohibiting terminated franchisee from infringing upon franchisor's trademarks and from violating post-termination obligations in franchise agreement; also obtained order holding defendants in contempt for violating court's preliminary injunction order.
  - Obtained summary judgment on client's claim for past due fees and liquidated damages in the total amount of \$189,789.93; obtained summary judgment on defendant's counterclaims seeking damages for client's alleged breaches of franchise agreement; obtained award of attorneys' fees and costs in favor of client.
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## Credentials

### Education

- University of Wisconsin-Madison Law School, J.D., 1996
- Gustavus Adolphus College, B.A., 1991

### Bar Admissions

- Minnesota

### Court Admissions

- U.S. District Court for the District of Minnesota
- U.S. District Court for the Eastern District of Wisconsin
- U.S. Court of Appeals for the Seventh Circuit
- U.S. Court of Appeals for the Eighth Circuit

### Recognition

- Minnesota State Bar Association, "North Star Lawyers," 2012, 2015-2018, 2023
- *Lexology Index*, Recommended – USA Franchising, 2025
- *Lexology Franchise Guide (formerly Who's Who Legal)*, 2017-2020, 2023
- *Thomson Reuters*, "Minnesota Super Lawyer," 2014-2019
- *Minnesota Law & Politics*, "Rising Star," 2002, 2005-200

## Presentations

- “Franchising – Litigating the Definitional Elements,” 41st Annual ABA Forum on Franchising, Nashville, Tennessee, October 2018
  - “Money Doesn’t Grow On Trees: Effective Strategies for Collecting Amounts Due – Domestically and Internationally,” 44th Annual IFA Legal Symposium, Washington, DC, May 1, 2011
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## Publications

- “[Federal Court Finds Sufficient Evidence of Joint-Employer Relationship to Survive Motion to Dismiss](#),” Lexology, September 25, 2017
  - “[The Enforceability And Applicability Of A Statute Of Limitations In Arbitration](#),” Franchise Law Journal, August 14, 2012
  - “Franchise Desk Book,” American Bar Association Forum on Franchising, W. Michael Garner ed, 2nd ed 2008, January 2008
  - “Domestic Franchise Agreements: Regulatory Compliance, Drafting Considerations And Dispute Resolution,” Business Law Institute, May 2007
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## Professional Activities

- International Franchise Association
- Federal Bar Association
- American Bar Association, Forum Committee on Franchising
- Minnesota State Bar Association
- Hennepin County Bar Association, Diversity Committee

## Community Involvement

- Children’s Council at Children’s Minnesota, 2016-2020