UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE

Northeast Emergency Apparatus LLC v. Mine Respirator Company LLC, et al.

Northeast Emergency Apparatus LLC v. Mine Respirator Company LLC, No. 2:25-cv-00556-SDN (D. Me. Dec. 4, 2025) · No. 2:25-cv-00556-SDN · Decided December 4, 2025

SUMMARY

The United States District Court for the District of Maine ruled on Northeast Emergency Apparatus LLC's first motion for a temporary restraining order arising from the termination of its distributorship agreement with MSA Safety Sales LLC. The court found that NEA demonstrated a likelihood of success under Maine's Franchise Laws, irreparable harm, favorable equities, and public interest, but denied mandatory relief requiring continuation of prior business and credit terms. The court granted prohibitory relief barring termination or nonrenewal of the distributorship and interference with NEA's customers or business relationships, and denied a second emergency motion as moot.

CASE DETAILS

COURT	United States District Court for the District of Maine
WRITING FOR THE COURT	Stacey D. Neumann
JURISDICTION	United States District Court for the District of Maine
DECIDED	December 4, 2025
DOCKET	2:25-cv-00556-SDN
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sought a temporary restraining order pending arbitration in a removed diversity action arising from the alleged wrongful termination of a distributorship agreement. The court granted the motion in part, prohibiting termination-related conduct and interference with business relationships, but denied requested mandatory relief requiring continuation of preexisting business and credit terms.
STANDARD OF REVIEW	Temporary restraining order and preliminary injunction relief are evaluated under the four factors of likelihood of success on the merits, irreparable harm, balance of equities, and public interest. The movant bears the burden, and likelihood of success is the sine qua non of the inquiry. Mandatory injunctive relief, which requires affirmative action

	or alters rather than preserves the status quo, is subject to a more stringent standard.
PRECEDENTIAL VALUE	unpublished district court order; persuasive only

TOPICS

injunctions · contracts · commercial litigation · arbitration · consumer protection

PRACTICE AREAS

commercial litigation · contracts · injunctive relief · arbitration · consumer protection · civil procedure

QUESTIONS PRESENTED

1. Whether the court could grant temporary injunctive relief pending resolution of the parties' motion to compel arbitration.
2. Whether NEA demonstrated a likelihood of success on its claim that the Maine Franchise Laws applied to the distributorship relationship and prohibited MSA Safety's termination.
3. Whether NEA satisfied the four-factor standard for a temporary restraining order, including irreparable harm, balance of equities, and public interest.
4. Whether NEA was entitled to mandatory injunctive relief requiring MSA Safety to maintain preexisting business and credit terms.
5. Whether NEA, a commercial entity, could maintain a private action under the Maine Unfair Trade Practices Act.

HOLDINGS

1. A district court may grant injunctive relief pending arbitration when the prerequisites for injunctive relief are satisfied.
2. On the preliminary record, NEA demonstrated a likelihood of success that the products at issue qualified as statutory goods and that the parties had a community of interest under the Maine Franchise Laws.
3. NEA did not demonstrate a likelihood of success on its request to require MSA Safety to maintain or impose preexisting business and credit terms.
4. NEA, as a commercial entity purchasing products for commercial purposes, could not maintain a private action under the Maine Unfair Trade Practices Act.
5. NEA sufficiently established irreparable harm, the balance of equities favored interim relief, and the public interest favored preserving the distributorship agreement pending a determination by an arbitrator or the court.

KEY QUOTATIONS

> *“The sine qua non of this four-part inquiry is likelihood of success on the merits: if the moving party cannot demonstrate that [it] is likely to succeed in [its] quest, the remaining factors become matters of idle*

> *curiosity.”* (III.A)

> *“For these reasons, NEA’s first motion for a temporary restraining order, ECF No. 4, is GRANTED as to the Defendants’ “[t]erminating, canceling, failing to renew, or refusing to continue its distributorship” and “[i]nterfering with Plaintiff’s customers and/or business relationships,” and it is DENIED as to the Defendants’ “[a]mending, modifying and/or changing the usual business and credit terms and practices that have existed between [NEA] and MSA before July 1, 2025.””* (IV)

FACTUAL BACKGROUND

NEA had been an authorized distributor of MSA Safety products since 2008 and operated under a 2018 Fire Service Agreement. MSA Safety notified NEA by telephone and letter in July 2025 that it was terminating the agreement on thirty days' notice. NEA contended that the termination violated Maine franchise-law requirements concerning good cause, notice, and an opportunity to cure, while MSA Safety disputed the statute's applicability and sought to enforce the agreement's arbitration clause. The court found that NEA had invested substantial time and money in MSA Safety inventory, marketing, training, goodwill, and product-related services.

PROCEDURAL HISTORY

NEA initially sued in Maine state court alleging violations of the Maine Franchise Laws for Power Equipment, Machinery and Appliances and the Maine Unfair Trade Practices Act, and seeking declaratory and injunctive relief. After adding MSA Safety as a defendant, MSA Safety removed the action to federal court based on diversity jurisdiction and moved to compel arbitration. While the arbitration motion was pending, NEA moved for a temporary restraining order and preliminary injunction. The court determined it could consider interim injunctive relief pending arbitration, granted the TRO in part, denied the requested mandatory relief, and denied a later emergency TRO motion as moot.

DISPOSITION

other

CASES CITED

- Teradyne, Inc. v. Mostek Corp., 797 F.2d 43, 51 (1st Cir. 1986)
- Baychar, Inc. v. Frisby Techs., No. 01-CV-28, 2001 WL 856626, at *9 (D. Me. July 26, 2001)
- Peoples Fed. Sav. Bank v. People’s United Bank, 672 F.3d 1, 8–9 (1st Cir. 2012)
- Next Step Med. Co., Inc. v. Johnson & Johnson Int’l, 619 F.3d 67, 70 (1st Cir. 2010)
- Cunningham v. Lyft, Inc., 17 F.4th 244, 254 (1st Cir. 2021)
- Braintree Lab’ys, Inc. v. Citigroup Glob. Mkts. Inc., 622 F.3d 36, 40–41 & n.4 (1st Cir. 2010)
- Monga v. Nat’l Endowment for Arts, 323 F. Supp. 3d 75, 82 (D. Me. 2018)
- New Comm Wireless Servs., Inc. v. SprintCom, Inc., 287 F.3d 1, 9 (1st Cir. 2002)
- Weaver v. Henderson, 984 F.2d 11, 12 (1st Cir. 1993)
- Fire Tech v. Scott Techs., Inc., No. CV-09-159, 2009 WL 8582937 (Me. Super. June 17, 2009)
- Priv. Cap. Fund LLC v. Begg, No. 2:21-CV-00090, 2021 WL 3422371, at *3 (D. Me. Aug. 5, 2021)

- Fitzpatrick v. Teleflex, Inc., 763 F. Supp. 2d 224, 234 (D. Me. 2011)
- Boyle v. Vanguard Car Rental USA, Inc., No. CIV. 08-6276, 2009 WL 3208310, at *7 (D.N.J. Sept. 30, 2009)
- L.L. Bean, Inc. v. Bank of Am., 630 F. Supp. 2d 83, 89 (D. Me. 2009)
- Bond v. Dunlap, No. 20-CV-00216, 2020 WL 4275035, at *7 (D. Me. July 24, 2020)
- Oliver Stores v. JCB, Inc., No. 11-CV-353, 2012 WL 4755378, at *2–3 (D. Me. Oct. 5, 2012)
- Summit Auto Sales, Inc. v. Draco, Inc., No. 15-cv-00736, 2017 WL 3896691, at *14 (N.D. Ala. Sept. 6, 2017)
- Frank Martin Sons, Inc. v. John Deere Const. & Forestry Co., 542 F. Supp. 2d 101, 103 (D. Me. 2008)
- Rio Grande Cmty. Health Ctr. v. Rullan, 397 F.3d 56, 76 (1st Cir. 2005)
- Ross-Simons of Warwick, Inc. v. Baccarat, Inc., 102 F.3d 12, 20 (1st Cir. 1996)
- K-Mart Corp. v. Oriental Plaza, Inc., 875 F.2d 907, 915 (1st Cir. 1989)
- Wagner v. Taylor, 836 F.2d 566, 575–76 (D.C. Cir. 1987)
- Nimbus Therapeutics, LLC v. Celgene Corp., 570 F. Supp. 3d 100, 127 (S.D.N.Y. 2021)
- Empower Energies, Inc. v. SolarBlue, LLC, No. 16-CV-3220, 2016 WL 5338555, at *13 (S.D.N.Y. Sept. 23, 2016)
- Heck Implement, Inc. v. Deere & Co., 926 F. Supp. 138, 140 (W.D. Mo. 1996)

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