

COURT OF APPEALS OF OHIO, TWELFTH APPELLATE DISTRICT,
WARREN COUNTY

Reliant Serv. MJF, L.L.C. v. Brown

2025-Ohio-5364 · No. CA2024-11-081 · Decided December 1, 2025

SUMMARY

The Ohio Twelfth District Court of Appeals affirmed the dismissal of Reliant Services MJF, LLC's breach-of-contract claim, holding that the noncompete covenant imposed an unreasonable restraint on former independent contractor Paul Brown. The court also addressed Brown's cross-appeal concerning damages arising from a temporary restraining order and preliminary injunction, including the limitation imposed by the Civ.R. 65(C) bond.

CASE DETAILS

COURT	Court of Appeals of Ohio, Twelfth Appellate District, Warren County
WRITING FOR THE COURT	M. Powell; Matthew R. Byrne, Presiding Judge; Mike Powell, Judge; Melena S. Siebert, Judge
JURISDICTION	Ohio Court of Appeals, Twelfth District, Warren County
DECIDED	December 1, 2025
DOCKET	CA2024-11-081
DISPOSITION	affirmed
PROCEDURAL POSTURE	Reliant appealed the dismissal on the merits of its breach-of-contract claim concerning a noncompete covenant. Brown cross-appealed the rejection of his claim for damages arising from the injunction and the grant of summary judgment against his counterclaims for abuse of process and tortious interference with a contract and business relationship.
STANDARD OF REVIEW	The court reviewed the summary-judgment ruling de novo. It reviewed the enforceability determination and the trial court's judgment on the bench-tried contract claim for error under the applicable appellate standards, including whether the trial court erred in applying the law to the established facts.
PRECEDENTIAL VALUE	Published precedential state intermediate-appellate opinion
PARTIES	Reliant Services MJF, LLC v. Paul Brown

TOPICS

contracts

contract interpretation

injunctions

summary judgment

commercial litigation

PRACTICE AREAS

contracts

civil procedure

appellate procedure

remedies

construction law

commercial litigation

QUESTIONS PRESENTED

1. Whether the independent-contractor agreement's noncompete covenant was reasonable and enforceable under Ohio law.
2. Whether Brown's damages resulting from the improperly granted preliminary injunction were limited to the \$1,000 bond posted under Civ.R. 65(C).
3. Whether summary judgment was properly granted against Brown's counterclaim for tortious interference with a contract.
4. Whether summary judgment was properly granted against Brown's counterclaim for tortious interference with a business relationship.
5. Whether summary judgment was properly granted against Brown's abuse-of-process counterclaim.

HOLDINGS

1. The noncompete covenant was unreasonable and unenforceable because its statewide or potentially worldwide scope was broader than necessary to protect Reliant, imposed an undue hardship on Brown, and principally restricted ordinary competition rather than unfair competition.
2. Brown's recovery for the improperly granted injunction was limited to provable damages up to the \$1,000 bond posted under Civ.R. 65(C).
3. Summary judgment against Brown's tortious-interference-with-contract counterclaim was proper because Brown presented no evidence of an existing contract between himself and a third party, including Ryan Homes, with which Reliant interfered.
4. Summary judgment against Brown's tortious-interference-with-business-relationship counterclaim was proper because filing the lawsuit and seeking injunctive relief did not constitute tortious interference, and Brown did not establish damages caused by those acts.
5. Summary judgment against Brown's abuse-of-process counterclaim was proper because Brown presented no evidence that Reliant had an ulterior motive in seeking injunctive relief.

KEY QUOTATIONS

“A noncompete covenant is reasonable if (1) its restrictions are not greater than what is required to protect the employer, (2) it does not impose an undue hardship on the employee, and (3) it is not injurious to the public.” (¶ 28)

“However, the enjoined party is only entitled to recover the amount of its provable damages up to the amount of the bond.” (¶ 41)

“To prevail on an abuse-of-process claim, the claimant must establish that (1) a legal proceeding has been set in motion in proper form and with probable cause, (2) the proceeding has been perverted to attempt to accomplish an ulterior purpose for which it was not designed, and (3) direct damage has resulted from the wrongful use of process.” (¶ 57)

FACTUAL BACKGROUND

Reliant, a construction staffing company, used independent contractors to perform punch-list services for home builders, primarily Ryan Homes. Paul Brown, who had approximately twenty-five years of prior handyman and punch-list experience, signed a 2013 independent-contractor agreement containing a one-year noncompete clause. After forming his own company, Brown obtained a vendor's license with Ryan Homes and performed punch-list work directly for Ryan Homes. Reliant sued, but the trial court ultimately found the noncompete unreasonable and unenforceable; the record also showed no trade-secret misuse, no Reliant investment in Brown's training, and no reduction in Reliant's Ryan Homes business.

PROCEDURAL HISTORY

Reliant filed a breach-of-contract action and obtained a temporary restraining order and preliminary injunction restricting Brown's work for Ryan Homes. The trial court later dissolved the preliminary injunction, entered judgment for Brown on Reliant's breach-of-contract claim, limited Brown's recovery to the \$1,000 injunction bond, and granted Reliant summary judgment on Brown's counterclaims. The Court of Appeals affirmed.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The judgment was affirmed and the mandate was ordered sent to the Warren County Court of Common Pleas for execution. Costs were taxed 50 percent to Reliant and 50 percent to Brown.

CASES CITED

- Willis Refrig., Air Conditioning & Heating v. Maynard, 2000 Ohio App. LEXIS 940, *19 (12th Dist. Jan. 18, 2000)
- Lake Land Emp. Group of Akron, LLC v. Columber, 2004-Ohio-786, ¶¶ 7-9
- Raimonde v. Van Vlerah, 42 Ohio St.2d 21, 25-26 (1975)
- Total Quality Logistics, L.L.C. v. BBI Logistics, L.L.C., 2024-Ohio-2597, ¶¶ 29, 31-32, 39 (12th Dist.)
- Kyrkos v. Superior Beverage Group, Ltd., 2013-Ohio-4597, ¶¶ 21, 25, 30 (8th Dist.)
- Professional Investigations & Consulting Agency, Inc. v. Kingsland, 69 Ohio App.3d 753, 760, 762 (10th Dist. 1990)
- Evans v. Duracote Corp., 13 Ohio App.2d 63 (11th Dist. 1968)
- AK Steel Corp. v. Arcelormittal USA, L.L.C., 2016-Ohio-3285, ¶ 19 (12th Dist.)
- Wall v. Firelands Radiology, Inc., 106 Ohio App.3d 313, 333 (6th Dist. 1995)

- Beres v. Hope Homes, Inc., 1983 Ohio App. LEXIS 14938 (9th Dist. Apr. 27, 1983)
- Sheets v. Chittum, 90 Ohio App. 341 (10th Dist. 1951)
- Harless v. Willis Day Warehousing Co., 54 Ohio St.2d 64, 66 (1978)
- Dresher v. Burt, 1996-Ohio-107, ¶ 17
- Puhl v. U.S. Bank, N.A., 2015-Ohio-2083, ¶ 13 (12th Dist.)
- Palmer v. Mossbarger, 2015-Ohio-231, ¶ 13 (12th Dist.)
- Paramount Farms Intl., L.L.C. v. Ventilex B.V., 2016-Ohio-1150, ¶ 16 (12th Dist.)
- A & B-Abell Elevator Co. v. Columbus/Cent. Ohio Bldg. & Constr. Trades Council, 1995-Ohio-66, ¶ 49
- Ginn v. Stonecreek Dental Care, 2015-Ohio-1600, ¶¶ 11-12 (12th Dist.)
- Fred Siegel Co., L.P.A. v. Arter & Hadden, 1999-Ohio-260, ¶ 18
- Total Quality Logistics, L.L.C. v. All Shippers, Inc., 2021-Ohio-781, ¶ 78 (12th Dist.)
- Egypt, Inc. v. Akron Bd. of Edn., 1990 Ohio App. LEXIS 5675, *4 (9th Dist. Dec. 19, 1990)
- Magnum Steel & Trading, L.L.C. v. Mink, 2013-Ohio-2431, ¶ 10 (9th Dist.)
- Yaklevich v. Kemp, Schaeffer & Rowe Co., L.P.A., 1994-Ohio-503, ¶¶ 11, 19
- Gauthier v. Gauthier, 2019-Ohio-4397, ¶ 67 (12th Dist.)
- Clermont Environmental Reclamation Co. v. Hancock, 16 Ohio App.3d 9, 11 (12th Dist. 1984)
- Robb v. Chagrin Lagoons Yacht Club, Inc., 1996-Ohio-189, ¶ 31
- Robert W. Clark, M.D., Inc. v. Mt. Carmel Health, 124 Ohio App.3d 308, 315 (10th Dist. 1997)
- Marck v. Partin, 2024-Ohio-4829 (12th Dist.)