

Jack & Joe's Franchising, Inc. d/b/a Squeegee Squad; Jack & Joe's Management Company v. EB Window Cleaning LLC; Eric Bernadin

SUMMARY

CASE DETAILS

COURT	United States District Court for the District of Minnesota
WRITING FOR THE COURT	Katherine M. Menendez
JURISDICTION	United States District Court for the District of Minnesota
DECIDED	March 27, 2026
DOCKET	No. 25-cv-2776 (KMM/SGE)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs sought a preliminary injunction and expedited discovery in an action asserting trademark infringement, breach of a franchise agreement, unfair competition, and defamation. Defendant Eric Bernadin moved to compel arbitration. The court denied arbitration, granted a preliminary injunction, and denied expedited discovery as moot.

STANDARD OF REVIEW	A motion to compel arbitration is evaluated by determining whether a valid arbitration agreement exists and whether it encompasses the dispute. Preliminary injunctive relief is governed by the four Dataphase factors: likelihood of success on the merits, threat of irreparable harm, balance of harms, and the public interest. The court has broad discretion in deciding whether to issue a preliminary injunction, and an evidentiary hearing is required only when a material factual controversy exists.
PRECEDENTIAL VALUE	Unknown; unpublished district-court order granting preliminary injunctive relief and denying motions

TOPICS

trademark infringement injunctions arbitration breach of contract commercial litigation

PRACTICE AREAS

trademark law contract law arbitration injunctive relief civil procedure

QUESTIONS PRESENTED

1. Whether the Franchise Agreement's arbitration provision encompassed Plaintiffs' claims for injunctive relief based on alleged breaches and trademark infringement.
2. Whether Plaintiffs established the requirements for a preliminary injunction on their trademark-infringement, breach-of-contract, and defamation claims.
3. Whether Plaintiffs were entitled to expedited discovery in support of the preliminary-injunction motion after the court granted injunctive relief without an evidentiary hearing.

HOLDINGS

1. The arbitration clause did not encompass this dispute because Article 21.5 expressly allowed Plaintiffs to seek an injunction restraining a breach and to commence a civil action to compel compliance with trademark standards and protect the goodwill of the marks.
2. Plaintiffs established a sufficient likelihood of success on their trademark-infringement claim by showing ownership of valid registered marks and a sufficient likelihood of confusion from Defendants' unauthorized use of those marks in competing services.
3. Plaintiffs established a sufficient likelihood of prevailing on their breach-of-contract claims because the alleged post-termination competition, customer diversion, retention of business information, failure to transfer telephone numbers, and other conduct violated enforceable contractual obligations.
4. Plaintiffs established a likelihood of success on their defamation claim because the alleged false online reviews were published publicly, tended to injure Plaintiffs' business, were supported by circumstances suggesting lack of reasonable care as to falsity, and allegedly caused actual harm.

5. The court granted a preliminary injunction because all four Dataphase factors favored Plaintiffs: Plaintiffs showed likelihood of success, irreparable harm, a favorable balance of harms, and that injunctive relief served the public interest.

KEY QUOTATIONS

“A court’s role under the FAA is . . . limited to determining (1) whether a valid agreement to arbitrate exists and, if it does, (2) whether the agreement encompasses the dispute.” (Discussion § I)

“When deciding whether injunctive relief is proper, a court must consider four factors: (1) likelihood of success on the merits; (2) threat of irreparable harm to the movant; (3) a balance of the equities; and (4) the public interest.” (Discussion § II)

“Defendants are PRELIMINARILY ENJOINED from violating the post-termination noncompete provision in the parties’ agreement and engaging in any acts of defamation, including publishing reviews of Squeegee Squad or any of its franchisees or affiliates.” (Order ¶ 1)

FACTUAL BACKGROUND

JJFI franchised a window-cleaning business to Bernadin and EB Window Cleaning LLC under a Franchise Agreement, with Bernadin executing a personal guaranty. After allegedly discovering that Defendants performed work outside their territory without reporting or sharing revenues, JJFI demanded audit information and terminated the agreement after incomplete responses. Plaintiffs alleged that Defendants continued using Squeegee Squad marks and business phone numbers, diverted customers, retained confidential business information, competed with the franchise system, and coordinated negative online reviews. Defendants did not respond to the preliminary-injunction motion, and Bernadin later sought arbitration.

PROCEDURAL HISTORY

Plaintiffs filed the action on July 3, 2025, after terminating the franchise agreement based on alleged failures to comply with audit requests and other contractual violations. Plaintiffs moved for a preliminary injunction and expedited discovery. Defendant Bernadin, proceeding pro se, later moved to compel arbitration; Defendant EB Window Cleaning LLC failed to obtain counsel and was entered into default under Rule 55(a). After an unsuccessful settlement conference, the court resolved the pending motions without an evidentiary hearing.

DISPOSITION

other

CASES CITED

- Smith v. Andrews, 75 F.4th 805, 808 (8th Cir. 2023)
- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 24 (1983)
- Mainville v. Coll. Town Pizza, Inc., 629 F. Supp. 3d 913, 923 (D. Minn. 2022)
- Triplet v. Menard, Inc., 42 F.4th 868, 870 (8th Cir. 2022)

- 3M Co. v. Amtex Sec., Inc., 542 F.3d 1193, 1198 (8th Cir. 2008)
- Krause v. Integra Lifesciences Corp., No. 24-cv-4339 (LMP/ECW), 2025 WL 1911735, at *4 (D. Minn. July 11, 2025)
- H&T Fair Hills, Ltd. v. All. Pipeline L.P., 76 F.4th 1093, 1099 (8th Cir. 2023)
- Entergy, Ark., Inc. v. Nebraska, 210 F.3d 887, 898 (8th Cir. 2000)
- Tumey v. Mycroft AI, Inc., 27 F.4th 657, 665 (8th Cir. 2022)
- Granny Goose Foods, Inc. v. Bhd. of Teamsters & Auto Truck Drivers Loc. No. 70 of Alameda Cnty., 415 U.S. 423, 432 n.7 (1974)
- Dataphase Sys., Inc. v. C.L. Sys., Inc., 640 F.2d 109, 114 (8th Cir. 1981)
- Lindell v. United States, 82 F.4th 614, 618 (8th Cir. 2023)
- Jet Midwest Int'l Co., Ltd. v. Jet Midwest Gr., LLC, 953 F.3d 1041, 1044 (8th Cir. 2020)
- Choreo, LLC v. Lors, 164 F.4th 667, 671 (8th Cir. 2026)
- Morehouse Enters., LLC v. Bureau of Alcohol, Tobacco, Firearms & Explosives, 78 F.4th 1011, 1017 (8th Cir. 2023)
- Davis v. Walt Disney Co., 393 F. Supp. 2d 839, 843 (D. Minn. 2005)
- First Bank v. First Bank Sys., Inc., 84 F.3d 1040, 1044 (8th Cir. 1996)
- Lovely Skin, Inc. v. Ishtar Skin Care Prods., LLC, 745 F.3d 877, 882-83, 888 (8th Cir. 2014)
- Co-Rect Prods., Inc. v. Marvy! Advert. Photography, Inc., 780 F.2d 1324, 1330 (8th Cir. 1985)
- SquirtCo. v. Seven-Up Co., 628 F.2d 1086, 1091 (8th Cir. 1980)
- First Nat'l Bank in Sioux Falls v. First Nat'l Bank, S.D., 153 F.3d 885, 888 (8th Cir. 1998)
- CPI Card Grp., Inc. v. Dwyer, 294 F. Supp. 3d 791, 813 (D. Minn. 2018)
- MRO Commc'ns, Inc. v. Am. Tel. & Tel. Co., 197 F.3d 1276, 1282 (9th Cir. 1999)
- Bahia Bowls Franchising LLC v. DJS LLC, No. 2:23-cv-94-JLB-NPM, 2023 WL 2303048, at *4 (M.D. Fla. Mar. 1, 2023)
- Autonation, Inc. v. Maki, No. 03-18896 CACE(03), 2004 WL 1925479, at *3 (Fla. Cir. Ct. Aug. 25, 2004)
- Patterson Dental Supply, Inc. v. Pace, No. 19-cv-1940 (JNE/LIB), 2020 WL 10223625, at *5 (D. Minn. June 17, 2020)
- Hagstrom v. Am. Circuit Breaker Corp., 519 N.W.2d 46, 48 (Minn. Ct. App. 1994)
- Barclay v. Icon Health & Fitness, Inc., 550 F. Supp. 3d 710, 717 (D. Minn. 2021)
- Am. Airlines, Inc. v. Geddes, 960 So. 2d 830, 833 (Fla. Dist. Ct. App. 2007)
- Clam Corp., Inc. v. Innovative Outdoor Sols., Inc., No. 08-5895 (DSD/AJB), 2008 WL 5244845, at *4 (D. Minn. Dec. 15, 2008)
- Mut. of Omaha Ins. Co. v. Novak, 836 F.2d 397, 403 n.11 (8th Cir. 1988)
- Kroupa v. Nielsen, 731 F.3d 813, 820 (8th Cir. 2013)
- J & B Wholesale Distrib., Inc. v. Redux Beverages, LLC, 621 F. Supp. 2d 678, 689 (D. Minn. 2007)
- Powerlift Door Consultants, Inc. v. Shepard, No. 21-cv-1316 (WMW/ECW), 2021 WL 4261251, at *5 (D. Minn. Sept. 20, 2021)

- Minnesota v. U.S. Dep't of Agric., No. 25-cv-4767 (LMP/JFD), 2026 WL 125180, at *19 (D. Minn. Jan. 16, 2026)
- Waxing the City Franchisor LLC v. Katularu, No. 24-cv-2479 (JMB/DJF), 2024 WL 3887109, at *10 (D. Minn. Aug. 20, 2024)

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