

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OHIO, EASTERN DIVISION

LeafFilter North, LLC, et al. v. Curtis Marshall

LeafFilter · No. 5:26-cv-44 · Decided January 14, 2026

SUMMARY

The United States District Court for the Northern District of Ohio grants LeafFilter North, LLC and related plaintiffs’ motion for a temporary restraining order against former executive Curtis Marshall. The court concludes that plaintiffs demonstrated a strong likelihood of success on breach-of-contract and trade-secret misappropriation claims based on Marshall’s restrictive covenants, access to confidential information, and employment with a competitor. The court also finds likely irreparable harm and that the restrictive covenants are likely enforceable under Ohio law.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio, Eastern Division
WRITING FOR THE COURT	Benita Y. Pearson
JURISDICTION	United States District Court for the Northern District of Ohio, Eastern Division
DECIDED	January 14, 2026
DOCKET	5:26-cv-44
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for an emergency temporary restraining order and preliminary injunction based on alleged breaches of restrictive covenants and alleged misappropriation of confidential information and trade secrets. After a hearing, the district court granted the motion for a temporary restraining order.
STANDARD OF REVIEW	A temporary restraining order is evaluated under the same flexible, four-factor standard as a preliminary injunction: likelihood of success on the merits, irreparable injury, harm to others, and the public interest. The factors are balanced rather than treated as rigid prerequisites, and the movant bears a heavy burden to establish entitlement to the extraordinary remedy by clear and convincing evidence.

PRECEDENTIAL VALUE	unpublished district-court memorandum opinion and order; persuasive value only
PARTIES	LeafFilter North, LLC, LeafFilter LLC, Leaf Home, LLC v. Curtis Marshall

TOPICS

trade secret misappropriation

noncompete agreements

restrictive covenants

injunctions

civil procedure

PRACTICE AREAS

trade secret misappropriation

employment law

contract law

injunctive relief

civil procedure

QUESTIONS PRESENTED

1. Whether Plaintiffs established a strong likelihood of success on their breach-of-contract claims based on Marshall's alleged violation of restrictive covenants.
2. Whether the restrictive covenants were likely enforceable under Ohio law because they were no greater than necessary to protect legitimate business interests, did not impose undue hardship, and were not injurious to the public.
3. Whether Plaintiffs established a likelihood of success on their federal and Ohio trade-secret misappropriation claims based on actual or threatened misappropriation and inevitable disclosure.
4. Whether Plaintiffs established irreparable harm, favorable balancing of harms, and a public interest supporting a temporary restraining order.
5. Whether a bond was required as a condition of temporary injunctive relief.

HOLDINGS

1. Plaintiffs demonstrated a strong likelihood of success on their breach-of-contract claims because Marshall signed agreements containing restrictive covenants, joined a direct competitor in a similar executive position, and possessed knowledge of Plaintiffs' sales strategies and operating methods used across multiple home-improvement markets.
2. At the temporary-restraining-order stage, the restrictive covenants were likely enforceable under Ohio law because they were likely no greater than necessary to protect Plaintiffs' legitimate interests, did not likely impose undue hardship on Marshall, and were not likely injurious to the public.
3. Plaintiffs demonstrated a likelihood of success on their DTSA and OUTSA claims by showing that Marshall possessed or had access to confidential information and trade secrets and that threatened misappropriation was likely because he entered a substantially similar position with a direct competitor.
4. The four temporary-injunction factors supported relief because Plaintiffs faced irreparable harm from potential disclosure and unfair competition, enforcement would not foreclose Marshall from all employment, and contractual enforcement and prevention of unfair competition served the public interest.

5. No bond was required because the court found no proof of likely harm from wrongful restraint sufficient to warrant security.

KEY QUOTATIONS

“Four factors are important in determining whether a temporary restraining order is appropriate: (1) whether the movant has a strong likelihood of success on the merits; (2) whether the movant would suffer irreparable injury without the injunction; (3) whether issuance of the injunction would cause substantial harm to others; and (4) whether the public interest would be served by issuance of the injunction.” (Section II)

“Under Ohio law, a non-compete clause is enforceable only if “the employer can show by clear and convincing evidence that the restrictions imposed . . . (1) are no greater than necessary for the protection of the employer’s legitimate business interests, (2) do not impose undue hardship on the employee, and (3) are not injurious to the public.”” (Section III.A.2)

“when an employee with detailed, comprehensive knowledge of an employer’s trade secrets and confidential information begins employment with a competitor in a substantially similar position, [his] disclosure of trade secret information is inevitable.” (Section III.A.3)

“This Temporary Restraining Order shall remain in effect for fourteen (14) days from the date of entry (January 12, 2026, at 3:15 p.m.) and shall expire, unless extended for a period not to exceed another fourteen (14) days, or unless Defendant consents to an extended period.” (Conclusion)

FACTUAL BACKGROUND

Curtis Marshall worked for LeafFilter from August 1, 2016, until December 30, 2025, and was a senior executive who signed an employment agreement, management-agreement joinder, and equity-award agreements containing nondisclosure, nonuse, noncompetition, and nonsolicitation restrictions. Shortly before leaving, Marshall accessed and copied hundreds of files, including 95 files transferred to a portable PHOTOSTICK device, containing pricing, sales-training, compensation, operational, and other information Plaintiffs characterized as confidential and proprietary. Marshall then became chief sales officer of Premier Home Pros, a direct or indirect competitor offering home-remodeling services.

PROCEDURAL HISTORY

Plaintiffs filed a verified complaint and an emergency motion for a temporary restraining order and preliminary injunction. The parties submitted a joint stipulation of facts, and the court conducted a hearing on January 12, 2026. The court granted temporary injunctive relief, required no bond, and scheduled a preliminary-injunction hearing for January 26, 2026.

DISPOSITION

other

CASES CITED

- Stryker Emp. Co., LLC v. Abbas, 60 F.4th 372, 387 (6th Cir. 2023)

- Winter v. Nat. Res. Def. Council, Inc., 555 U.S. 7, 20 (2008)
- In re DeLorean Motor Co., 755 F.2d 1223, 1229 (6th Cir. 1985)
- V&M Star Steel v. Centimark Corp., 678 F.3d 459, 465 (6th Cir. 2012)
- Brentlinger Enterprises v. Curran, 141 Ohio App. 3d 640, 645-46 (2001)
- Raimonde v. Van Vlerah, 42 Ohio St. 2d 21, 25, 28 (Ohio 1975)
- FirstEnergy Sols. Corp. v. Flerick, 521 F. App'x 521, 526-29 (6th Cir. 2013)
- MetroHealth Sys. v. Khandelwal, 2022-Ohio-77, paragraph 24 (Ohio Ct. App.)
- Procter & Gamble Co. v. Stoneham, 140 Ohio App. 3d 260, 276 (Ohio Ct. App. 2000)
- Try Hours, Inc. v. Douville, 985 N.E.2d 955, 966 (Ohio Ct. App. 2013)
- Horter Inv. Mgmt. LLC v. Cutter, 257 F. Supp. 3d 892, 905 (S.D. Ohio 2017)
- In re Island Indus., Inc., No. 23-5200, 2024 WL 869858, 2024 U.S. App. LEXIS 5077 (6th Cir. Feb. 29, 2024)
- Novus Grp., LLC v. Prudential Fin., Inc., 74 F.4th 424, 427-28 (6th Cir. 2023)
- C.R.H. Industrial Water, LLC v. Eiermann, No. 1:23-cv-1805, 2024 WL 4856109, at *3 (N.D. Ohio Nov. 21, 2024)
- Union Home Mortg. Corp. v. Fratelli, No. 1:23-cv-857, 2025 WL 639315, at *8 (N.D. Ohio Feb. 27, 2025)
- Patio Enclosures, Inc. v. Herbst, 39 F. App'x 964, 968 (6th Cir. 2002)
- MP TotalCare Servs., Inc. v. Mattimoe, 648 F. Supp. 2d 956, 969 (N.D. Ohio 2009)
- Hydrofarm, Inc. v. Orendorff, 905 N.E.2d 658 (Ohio Ct. App. 2008)
- Basicomputer Corp. v. Scott, 973 F.2d 507, 512 (6th Cir. 1992)
- Century Bus. Servs., Inc. v. Urban, 179 Ohio App. 3d 111, 118, 900 N.E.2d 1048 (2008)
- Static Control Components, Inc. v. Lexmark Int'l Inc., 697 F.3d 387, 400 (6th Cir. 2012)
- Ferguson v. Tabah, 288 F.2d 665, 675 (2d Cir. 1961)