STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

INTEGRATED EXTERIORS, INC.,

Plaintiff,

v.

CHRIS OBERNCHAIN, an individual, and OPHOFF COMPANIES, INC., a Michigan Corporation,

Defendant,

_____/

Case No. 25-20949-CBB

Hon. Curt A. Benson

OPINION AND ORDER

INTRODUCTION

This case was called for an evidentiary hearing on December 10, 2025 to take up plaintiff's motion for a preliminary injunction. At the close of oral argument, the Court took the matter under advisement and now issues the following opinion and order.

INJUNCTIONS

The Form and Scope of an Injunction

The Court Rules dictate the form and scope of an injunction:

(C) Form and Scope of Injunction. An order granting an injunction or restraining order

(1) must set forth the reasons for its issuance;

(2) must be specific in terms;

(3) must describe in reasonable detail, and not by reference to the complaint or other document, the acts restrained; and

(4) is binding only on the parties to the action, their officers, agents, servants, employees, and attorneys, and on those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

MCR 310(C)

Injunctions sound in equity. *Holland v Miller,* 325 Mich 604, 611; 39 NW2d 87 (1949). As with most equitable doctrines, injunctions come with lots of precepts. The most familiar of these is as follows: "An injunction represents an extraordinary and drastic use of judicial power that should be employed sparingly and only with full conviction of its urgent necessity." *Senior Accountants, Analysts & Appraisers Ass'n v Detroit*, 218 Mich App 263, 269; 553 NW2d 679 (1996); accord *Davis v City of Detroit Fin Review Team*, 296 Mich App 568, 612; 821 NW2d 896 (2012).

The party seeking injunctive relief has the burden of establishing that a preliminary injunction should be issued, whether or not a temporary restraining order has been issued. MCR 3.310(A)(4); *Pontiac Fire Fighters Union Local 376 v City of Pontiac*, 482 Mich 1, 9; 753 NW2d 595 (2008).

In *Slis v State of Michigan*, 332 Mich App 312, 336-37; 956 NW2d 569 (2020), the Court of Appeals outlined the four factors a court must consider in determining whether a preliminary injunction should be entered:

> Four factors must be taken into consideration by a court when determining if it should grant the extraordinary remedy of a preliminary injunction to an applicant: (1) whether the applicant has demonstrated that irreparable harm will occur without the issuance of an injunction; (2) whether the applicant is likely to prevail on the merits; (3) whether the harm to the applicant absent an injunction outweighs the harm an injunction would cause to the adverse party; and (4) whether the public interest will be harmed if a preliminary injunction is issued.

"A preliminary injunction should not issue where an adequate legal remedy is available." *Pontiac Fire Fighters Union Local 376*, 482 Mich at 9.

"Other considerations surrounding the issuance of a preliminary injunction are whether it will preserve the status quo so that a final hearing can be held without either party having been injured and whether it will grant one of the parties final relief prior to a hearing on the merits." *Campau v McMath*, 185 Mich App 724, 729; 463 NW2d 186 (1990). The status quo which will be preserved by a preliminary injunction is the last actual, peaceable, noncontested status which preceded the pending controversy. *Psychological Servs. of Bloomfield, Inc. v. Blue Cross & Blue Shield of Michigan,* 144 Mich. App. 182, 185, 375 N.W.2d 382, 383 (1985).

"If a preliminary injunction is granted… trial of the action on the merits must be held within 6 months after the injunction is granted, unless good cause is shown, or the parties stipulate to a longer period." MCR 3.310(A)(5).

FACTS

Central to this case is defendant Chris Obenchain ("Obenchain"), an individual who has built and impressive career as a stone mason over the course of 30 years. Obenchain started as a laborer for Custom Craft Masonry, Inc. d/b/a Roossien Masonry ("Roosien") and over time rose to claim the title of project foreman and minority owner of Roosien. Specifically, Obenchain

worked as a project foreman for commercial masonry projects, usually working as a subcontractor for masonry work on larger commercial construction projects.

On January 3, 2023, Obenchain and the other owners of Roosien executed an asset purchase agreement ("APA") which sold Roosien to Integrated Exteriors, Inc. ("Integrated"), the plaintiff in this case. Integrated is a residential and commercial masonry business which acquired Roosien to gain a competitive advantage within the markets Roosien operated in. Under the terms of the APA, Obenchain received a percentage of the purchase price of Roosien and was also given a position at Integrated as project foreman. As a condition of closing the APA, Obenchain was required to execute a non-competition agreement ("NCA"). Obenchain signed the NCA on December 30, 2025.

The relevant terms of the NCA prohibited Obenchain from being involved or interested in any enterprise that is considered a competitor to Integrated anywhere in the State of Michigan for a period of five (5) years following the execution of the agreement. Obenchain was also prohibited from disclosing Integrated's proprietary information during the period of time covered by the NCA and forever after the termination of the NCA.

On October 6, 2025 Obenchain submitted his two-week notice of resignation to Jeffery Schipper, the President of Integrated ("Schipper"). Obenchain informed Schipper that he intended to take a job with Ophoff Companies, Inc., the corporate defendant in this case ("Ophoff"). Ophoff is a residential and commercial masonry contractor which competes directly with Integrated. Upon Obenchain's departure from Integrated, Obenchain was reminded of his obligations under the terms of the NCA. After Obenchain's departure, Integrated conducted a search of Obenchain's company email account within which was discovered the offer letter from Ophoff to Obenchain. The letter explained basic terms of Obenchain's employment and noted that Obenchain would occupy the role of project manager and project supervisor (team leader). The offer letter explained that Ophoff intended to grow the commercial masonry arm of their company and that Obenchain's compensation growth and profit-sharing benefits would be tied to the success of that commercial masonry division.

After Schipper discovered the offer letter, his attorney sent a cease and desist letter to counsel for Ophoff. The letter cited the terms of the NCA and asserted that Obenchain's employment with Ophoff violated those terms. Ophoff responded to the letter through counsel denying any violation of the NCA or APA. Integrated responded again through counsel demanding compliance with the terms of the NCA. Ophoff refused to release Obenchain from its employment, and then this suit was filed.

Integrated brought the immediate motion for protective order asking the court to enforce the terms of the protective order and order that (1) Obenchain be terminated from Ophoff, (2) Obenchain be restrained from accepting employment which would violate the terms of the NCA until the NCA expires, and (3) that Obenchain must preserve all physical and electronic evidence related to the allegations in the verified complaint and make reasonable efforts to recover and preserve all the data which was erased from the devises issued to him by Integrated.

Testimony of Jeff Schipper

Jeff Schipper, president, project manager, and owner of Integrated Exteriors, testified first. Integrated Exteriors performs commercial and residential masonry work throughout Michigan, primarily as a subcontractor for general contractors. He explained the bidding process, which begins with invitations to bid and involves estimators using software called Job Tracker.

Schipper testified that Roosien had been in business for decades and that he personally nurtured the relationship with Roosien for several years before purchasing the company. He emphasized that goodwill in the masonry industry takes decades to establish and that Obenchain played a significant role in strengthening relationships with existing customers and developing new ones. Obenchain was responsible for increasing work with several key customers after the acquisition.

Schipper testified that Integrated Exteriors paid approximately $600,000 for Roosien. He estimated that the physical equipment was worth only about $200,000, with the remainder of the purchase price attributable to goodwill.

He described project managers as critically important due to their daily interaction with clients, weekly meetings, and close involvement in resolving problems. He also noted that the industry is small, with only a few hundred craftsmen statewide and even fewer qualified foremen.

After Obenchain left Integrated Exteriors, Schipper observed what he believed to be competitive activity. He testified that Obenchain's new employer began bidding on school projects shortly after Obenchain's departure, something Schipper had not previously seen from that company. He also observed this occurring multiple times, including the day before the hearing. Schipper also testified that he personally went to a jobsite and saw Obenchain working on a commercial project (the Holland Department of Public Works project) for which Integrated Exteriors had submitted a bid.

Schipper further testified that when Obenchain returned his company laptop and cell phone, both devices had been factory reset, resulting in the erasure of all data. He stated that he could not place a precise dollar value on the goodwill lost but reiterated that the bulk of the purchase price for Roosien represented goodwill rather than tangible assets.

Testimony of Obenchain

Obenchain testified that he began working for Roosien 27 years ago as a laborer and eventually became a project manager and a 19% owner. At the time of the sale, there were three owners. They were represented by an attorney during the negotiations and sale of the business.

Regarding his current employment, Obenchain testified that he only manages projects and does not bid on work or assist in preparing bids. He denied using confidential information or trade secrets or soliciting customers or employees of Integrated Exteriors.

He did however acknowledge receiving an offer that tied his compensation to the success of Ophoff's "commercial" division. Specifically, the October 2, 2025 letter from Aaron Baeder,

President of Ophoff, offering Obenchain a job. In addition to his base salary, Obenchain would receive,

> a percentage of the profits from our commercial business unit. Our goal is to provide an opportunity to provide Chris's compensation to grow as the Commercial division grows and is more profitable. The goal will be to have quarterly meetings to review P&L to add transparency before bonuses are released. The intent is to offer a profit share on the entire Commercial unit of OMC and not to project specific (Aaron can explain further if needed).

Ultimately, on the witness stand, Obenchain acknowledged that he breached the noncompete portion of the NCA.

LAW AND ANALYSIS

A question at the threshold

A contractual noncompete clause, no matter the source, is generally described as a restraint of trade:

> Any bargain or contract which purports to limit in any way the right of either party to work or to do business, whether as to the character of the work or business, its place, the manner in which it shall be done, or the price which shall be demanded for it, may be called a bargain or contract in restraint of trade.

Stoia v. Miskinis, 298 Mich. 105, 117–18, 298 N.W. 469, 473–74 (1941), quoting with approval, 5 Williston on Contracts, Rev.Ed. § 1633. See also, *Bristol Window & Door, Inc. v. Hoogenstyn*, 250 Mich. App. 478, 492, 650 N.W.2d 670, 678 (2002).

But not all restraints of trade are treated equally. In fact, how a court treats a restraint of trade depends largely of the type of contract giving rise to the restraint.

In this case, both sides cited MCL 445.774a as a guiding light. This statute of course provides the court with specific guidance in assessing the enforceability of a noncompete agreement.[1]

But by its terms, MCL 445.774a addresses *only* agreements between an employer and an employee.[2] It says nothing of covenants made in connection with the sale of a business. See, *Innovation Ventures v. Liquid Mfg.*, 499 Mich. 491, 513, 885 N.W.2d 861, 873 (2016). The question therefore presented is whether the NCA at issue here is a true employment agreement or is it something else.

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[1] Under MCL 445.774a, setting aside much nuance, a restrictive covenant can only protect an employer's reasonable competitive business interests, and can only do so if its protection in terms of duration, geographical scope, and the type of employment or line of business is "reasonable." *St. Clair Med., P.C. v. Borgiel*, 270 Mich. App. 260, 266, 715 N.W.2d 914, 919 (2006).

[2] "An employer may obtain from an employee…", MCL 445.774a

The answer to this threshold question is important because, in the context of contracts restraining trade, Michigan has historically recognized that employment contracts and contracts for the sale of businesses must be treated differently.[3]

Courts treat noncompete agreements ancillary to the sale of a business differently from employment contracts for two reasons.

a. Reason Number One: Employment contracts, unlike sale-of-business agreements, are usually characterized by unequal bargaining power.

In *Woodward v. Cadillac Overall Supply Co.*, 396 Mich. 379, 390, 240 N.W.2d 710, 714 (1976)(Williams, J. dissenting.), Justice Williams reaffirmed a long-standing distinction in Michigan law between noncompetition restraints tied to employment contracts and those incident to the sale of a business. Although both are evaluated under a reasonableness balancing test, Justice Williams emphasized that the test is applied much more rigorously to employee noncompetes than to sale-of-business covenants. *Id.*, at 390.

Justice Williams explained that noncompetes given in connection with the sale of a business receive greater judicial deference because they arise from transactions involving relatively equal bargaining power and fair bargaining. A seller is presumed to understand the value of the restraint, to receive consideration for it, and to trade the covenant as part of the overall sale, particularly the transfer of goodwill, which cannot be effectively conveyed without some restraint on the seller's ability to compete. *Id.*, at 393.

By contrast, employee noncompetition agreements are scrutinized more closely due to the employee's typically inferior bargaining position. Employees often have only their labor to sell, may face economic pressure to accept standardized restrictive covenants, and usually receive no separate compensation for agreeing not to compete. The Court highlighted the public-policy concern that overly broad employee restraints can impair an individual's ability to earn a living and deprive the community of skilled labor. *Id.*

According to Justice Williams, Michigan law falls within the traditional view that sale-of-business noncompetes are fundamentally different from employment noncompetes, both in purpose and in enforceability, and that this difference justifies less exacting scrutiny of restraints tied to the sale of a business.

Though Justice Williams wrote in dissent, his views are widely shared. "In Michigan and elsewhere, courts have shown greater hostility toward non-compete agreements of the employer/employee variety than they have toward such agreements when executed in conjunction with the sale of a business." *In re Spradlin*, 274 B.R. 701, 708–09 (Bankr. E.D. Mich.), *aff'd in part, rev'd in part*, 284 B.R. 830 (E.D. Mich. 2002). In *Spradlin,* Judge Spector noted that, in the *Woodward* decision, the Chief Justice concurred with Justice Williams, two of the seven justices took no part in deciding the case and the majority did not take issue with the

[3] Although neither party addressed this distinction in any detail in their briefing, both discussed it extensively during oral argument.

excerpted portion of Justice Williams's remarks. *Id.*, at 709. Judge Spector conducted the following survey of law:

> *Bryan v. Lincare, Inc.*, No. 99–74625, 2000 WL 156821, at *2 (E.D.Mich. Jan.20, 2000) (unpublished) ("Even during the era when Michigan courts routinely struck employee covenants as contrary to public policy, covenants executed in connection with the sale of a business were found enforceable."); I. Alterman, *Trade Regulation in Michigan: Covenants Not To Compete,* 23 Wayne L.Rev. 275, 276 (1977) **** ("Employee covenants have been subject to stricter scrutiny" than have "covenants in the sale of a business."); Restatement, Second, Contracts § 188, Comment "b" ("[C]ourts have generally been more willing to uphold promises to refrain from competition made in connection with sales of good will than those made in connection with contracts of employment."); *id.,* Comment "g" ("Post-employment restraints are scrutinized with particular care because they are often the product of unequal bargaining power and because the employee is likely to give scant attention to the hardship he may later suffer through loss of his livelihood.")

Id., at 709.

Williston on Contracts states as follows:

> Some courts have developed two frameworks from which to analyze covenants not to compete depending upon whether the covenant is ancillary to the sale of a business or an employer/employee relationship. As explained by the United States District Court, for the Eastern District of Virginia, [t]he frameworks differ in that
>
> > [t]he scope of permissible restraint is more limited between employer and employee than between seller and buyer, and the covenant is construed favorably to the employee.... Conversely, greater latitude is allowed in determining the reasonableness of a restrictive covenant when the covenant relates to the sale of a business.

§ 13:14. Restrictions on seller's competitive activities following sale of business and goodwill, 6 Williston on Contracts § 13:14 (4th ed.), quoting *Cap. One Fin. Corp. v. Kanas,* 871 F. Supp. 2d 520 (E.D. Va. 2012).

One treatise explained the rationale behind the distinction:

> The rationale behind the distinction in analyzing covenants not to compete is that a contract of employment inherently involves parties of unequal bargaining power to the extent that the result is often a contract of adhesion, while a contract for the sale of a business interest is far more likely to be one entered into by parties on equal footing.

§ 4979. General rules, 10A Fletcher Cyc. Corp. § 4979

b. Reason number two: the buyer is entitled to the full value of the sale.

In the *Bryan v. Lincare* case cited above, the court, applying Michigan law, ruled as follows:

> The common law has long recognized the utility of a covenant against competition in connection with the sale of a business. Even during the era when Michigan courts routinely struck employee covenants as contrary to public policy, covenants executed in connection with the sale of a business were found enforceable. *From the purchaser's standpoint, a non-competition covenant is indispensable in assuring that the purchaser receives the full value of that which is being purchased.*

Bryan v. Lincare, Inc., supra, at 1–2. (Citation omitted)(Emphasis added)

Williston on Contracts states as follows:

> It is important to enable the owner of a business to convey its full value on its sale, by contracting not to destroy the goodwill of that business by immediate competition. Goodwill is an interest which may be protected by a restrictive covenant, and it is well-established that a restriction which is no wider or broader than necessary to protect that business and which does not create a monopoly is valid.

§ 13:15. Restrictions on seller's competitive activities following sale of business and goodwill—Explicit restrictive covenants; effect of seller remaining as purchaser's employee, 6 Williston on Contracts § 13:15 (4th ed.)

Finally, Corpus Juris Secundum says as follows:

> A noncompete clause in connection with a sale of a business is allowed to prevent the seller from depriving the buyer of the full value of its acquisition; such a restrictive covenant by a seller not to compete which is signed in conjunction with the sale of a business represents the goodwill of that business absent evidence to the contrary.

38A C.J.S. Goodwill § 17

A noncompete tied to the sale of a business is generally enforceable because it protects the buyer's purchase of the business's goodwill, that is, the expectation of continued customer relationships and patronage. *Id.*

The NCA in this case was not an employment contract; it was ancillary to the sale of a business.

The NCA is not an employment agreement but an agreement ancillary to the sale of the business and its assets. The January 3, 2023 Asset Purchase Agreement makes clear that Custom Craft Masonry, Inc. sold more than physical property. Article I, Section 1.01 expressly includes intangible assets, and subsection (i) specifically states that the purchase price included the "goodwill and going concern value of the business." A shorthand definition of goodwill is "the expectancy of continued patronage," *Newark Morning Ledger Co. v. United States,* 507 U.S.

546, 555, 113 S. Ct. 1670, 1675, 123 L. Ed. 2d 288 (1993). As such, goodwill necessarily encompasses customer relationships, reputation, confidential information, and the expectation that the value of the business will not be immediately diminished by competition from the sellers or their principals.[4]

Consistent with that structure, Mr. Obenchain executed the nondisclosure and noncompetition agreement on December 30, 2022, in express reference to the forthcoming Asset Purchase Agreement. The recitals do not reference employment, compensation, or services to be performed. Instead, they tie the agreement directly to the sale transaction, noting that the Company and Seller Owners entered into the Asset Purchase Agreement to sell specified assets to Integrated Exteriors, that the Company operates a defined business, and that the Seller Owners possess information and knowledge that could harm the buyer's legitimate business interests if not protected. The clear purpose of the agreement is to safeguard the goodwill and confidential business value that Integrated Exteriors paid to acquire.

Although Mr. Obenchain went on to work for the buyer, that employment does not convert the agreement into an employment-based restrictive covenant. The agreement was executed before the closing, is expressly linked to the asset sale, and is supported by the consideration paid for the business and its goodwill, not by wages or continued employment. Its function is to ensure that Integrated Exteriors receives the full benefit of the bargain reflected in the Asset Purchase Agreement. Accordingly, the nondisclosure and noncompetition agreement is properly understood as a sale-of-business covenant, ancillary[5] to the asset purchase, rather than an employment agreement.

Integrated Exteriors is likely to prevail on the merits.

Taking all of this into account, the plaintiff is likely to prevail on the merits because the noncompetition agreement at issue is properly characterized as a covenant ancillary to the sale of a business and its goodwill, not as a mere employment restraint. The undisputed evidence shows that Integrated Exteriors paid substantial consideration, far in excess of the value of Roossien's tangible assets, to acquire the business's goodwill, customer relationships, and going-concern value. Mr. Obenchain was not a low-level employee asked to sign a boilerplate restriction; he was a 19% owner, a senior project foreman, and a principal architect of those customer relationships. He was represented by counsel in the transaction and executed the NCA in direct connection with, and as a condition of, the Asset Purchase Agreement. As noted above, under longstanding Michigan law, covenants given in connection with the sale of a business are

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[4] Perhaps the best-known definition of goodwill is found in a 19th Century treatise by Justice Story: "Goodwill may be properly enough described to be the advantage or benefit which is acquired by an establishment beyond the mere value of the capital stock, funds, or property employed therein, in consequence of the general public patronage and encouragement which it receives from constant or habitual customers on account of its local position, or common celebrity, or reputation for skill, or influence, or punctuality, or from other accidental circumstances or necessities, or even from ancient partialities or prejudices." Story, PARTNERSHIPS § 99 (7th ed. 1881). *See In re Corrugated Paper Corp.*, 185 B.R. 667, 670 (Bankr. D. Mass. 1995)

[5] "Ancillary, when used in this context, connotes an auxiliary, secondary, or supplemental, as compared to the primary, purpose of the contract." *Black's Law Dictionary* 85 (6th ed. 1990). See, *JAK Prods., Inc. v. Wiza*, 986 F.2d 1080, 1085 (7th Cir. 1993). There is no reasonable dispute that the NCA is ancillary to the APA.

afforded greater deference precisely because they are necessary to ensure that the buyer receives the full value of what it purchased, especially goodwill.

The evidence further demonstrates a clear breach of that agreement. The NCA prohibited Mr. Obenchain from being involved or interested, directly or indirectly, in a competing enterprise anywhere in Michigan for five years. Despite that restriction, he accepted employment with Ophoff, a direct competitor, in a senior role expressly designed to grow its commercial masonry division, with compensation tied to that division's success. Testimony established that Ophoff began bidding on commercial projects it had not previously pursued and that Mr. Obenchain was observed working on a commercial project for which Integrated had submitted a bid. Mr. Obenchain admitted on the stand that he breached the contract. That admission alone supports a finding that Integrated is likely to succeed on its contract claim.

Finally, the surrounding circumstances reinforce the conclusion that enforcement of the NCA is both lawful and equitable. Integrated demonstrated that goodwill in the commercial masonry industry is relationship-driven, and difficult to quantify, and that Mr. Obenchain's role placed him in daily contact with customers and confidential information central to that goodwill. The factory reset of his company laptop and phone further supports an inference of disregard for his post-sale obligations. Because Michigan law recognizes the buyer's right to protect the goodwill it has purchased, and because the restriction here is tied directly to that legitimate interest rather than to mere post-employment restraint, Integrated has shown a strong likelihood of success on the merits of its claim for enforcement of the noncompetition agreement.

Integrated Exteriors has demonstrated that irreparable harm will occur without the issuance of an injunction.

The Court of Appeals in *Slis v. State*, Supra, 332 Mich. App. at 362–63, cited the Sixth Circuit Court of Appeals in describing the loss of customer goodwill.

> The loss of customer goodwill often amounts to irreparable injury because the damages flowing from such losses are difficult to compute. Similarly, the loss of fair competition that results from the breach of a non-competition covenant is likely to irreparably harm an employer.

Basicomputer Corp. v. Scott, 973 F.2d 507, 511–12 (6th Cir. 1992)(Citations omitted)

Goodwill consists of intangible assets such as customer trust, ongoing relationships, reputation in the market, and the expectation of continued business. When those relationships are disrupted or diverted, the harm does not occur in a single, easily quantifiable transaction, but unfolds over time in ways that resist precise calculation.

The court is satisfied, based on the testimony of Mr. Schipper, that once general contractors shift their loyalty to a competitor, the resulting damage cannot reliably be traced or priced. It is not possible, at least in this early stage, to determine what future projects or referrals were lost, or how the erosion of reputation affected bidding opportunities and market standing. Even if past revenues can be identified, they do not capture the cascading effects of diminished

trust, lost referrals, and reduced competitive position, harms that extend beyond any one customer or contract.

Goodwill loss is also irreparable because it is not readily reversible. Customer relationships, once broken, may never be fully restored, even if the plaintiff ultimately prevails at trial. A final damages award cannot force customers to return, undo reputational harm, or recreate the momentum of an established market presence. By the time judgment is entered, the competitive landscape may have permanently shifted.

Thus, the purpose of a preliminary injunction in this setting is to prevent the continuing erosion of goodwill that would render any later monetary remedy incomplete or illusory.

The harm to Integrated Exteriors, absent an injunction, outweighs the harm an injunction will cause to Obenchain.

Though this is not a breach of employment contract case, it is worth noting that "several courts have found that the balance of hardships tipped in favor of a preliminary injunction in suits against former employees to enforce terms of noncompetition agreements or to prevent the use of trade secrets because the threat to the employer in terms of loss of goodwill and customers outweighed that to the employee who simply would be required to abide by the law or an agreement the employee freely made." See § 2948.2 Grounds for Granting or Denying a Preliminary Injunction—Balancing Hardship to Parties, 11A Fed. Prac. & Proc. Civ. § 2948.2 (3d ed.)

Chris Obenchain is a mason and has been one all his adult life. Though he has likely picked up a few additional, marketable skills in his life, his main expertise, his only adult occupation, in fact, is in masonry. By all accounts, he is very skillful and an excellent foreman. Were the contract at issue to prohibit Mr. Obenchain from working in any capacity for a competing enterprise, the Court would conclude that it is overly broad and therefore unenforceable. *See Superior Consulting Co. v. Walling,* 851 F. Supp. 839, 847 (E.D. Mich. 1994), *appeal dismissed and remanded sub nom. Superior Consultant Co. v. Walling,* 48 F.3d 1219 (6th Cir. 1995)

The contract signed Mr. Obenchain is not so broad, though. It prohibits him only from being "involved or interested" in an enterprise that competes with Integrated Exteriors in "the Business," which the Recitals expressly define as "commercial masonry and restoration services." Under the plain language of the Agreement, Mr. Obenchain remains free to accept employment with a company engaged exclusively in residential masonry or other noncommercial masonry work.

Nor is the duration of the restriction as onerous as Mr. Obenchain suggests. The noncompetition period is not five years from the termination of his employment, a common formulation in noncompete agreements, but rather five years from the execution of the Agreement. Because the Agreement was executed on December 30, 2022, Mr. Obenchain is only precluded from engaging in commercial masonry work for less than one year from the date of this order.

Accordingly, the Court finds that the threatened or actual loss of goodwill suffered by Integrated Exteriors because of Mr. Obenchain's unlawful competition outweighs the harm imposed on Mr. Obenchain by enforcement of the Agreement.

The public interest will not be harmed if a preliminary injunction is issued.

Neither party has identified any critical public interest that would be harmed by the issuance of an injunction in this case. The scope of this injunction will be narrow, affecting only the immediate parties.

The public has an interest in preserving the enforceability of contracts:

> The public has another important interest which is at stake in this case: the enforcement of contracts. Unless the court enforces the terms of the contracts entered into by the sophisticated parties and entities in this case, the court will be undermining the legitimate business expectations not only of the parties here, but of all contracting parties. It is the knowledge that valid and enforceable contractual agreements will be enforced in courts of competent jurisdiction which allows our competitive marketplace to thrive. Without such a rule of law, parties could not rely on contracts to conduct their affairs.

Merrill Lynch, Pierce, Fenner & Smith Inc. v. Ran, 67 F. Supp. 2d 764, 781 (E.D. Mich. 1999).

CONCLUSION

Plaintiff's motion is GRANTED.

Chris Obenchain must immediately cease his employment and involvement with Ophoff.

Chris Obenchain is enjoined from accepting employment with ANY commercial masonry or restoration services company in the State of Michigan until December 30, 2027.

IT IS ORDERED.

This order does not resolve all pending matters before the court and does not resolve the case.

Dated: January 28, 2026
at Grand Rapids, Michigan.

Honorable Curt A. Benson