STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF KENT

MILLERKNOLL, INC., a Michigan corporation,

Plaintiff,

v.

DONALD R. MACCIOCCA,

Defendant,
______________________________/

Case No. 25-21247-CBB

Hon. Curt A. Benson

OPINION AND ORDER

INTRODUCTION

On December 22, 2025 plaintiffs MillerKnoll, Inc. ("MillerKnoll") filed a motion for temporary restraining order under MCR 3.310 against defendant Daniel Macciocca ("Macciocca"). The accompanying brief in support of the motion for temporary restraining order was filed the next day along with the complaint. The court held an informal conference call with the parties on December 29, 2025 to discuss the pending motion. The parties stipulated to a briefing schedule and set a non-evidentiary hearing date to argue the motion which was memorialized in an order entered on January 2, 2026.

Oral argument was held on January 14, 2026 and the court took the matter under advisement.

During oral argument, the parties, though not by formal stipulation, generally agreed that while Connecticut substantive law governs the dispute pursuant to the contract, Michigan law governs the burden, form, scope, and elements of any potential injunctive relief.

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 *Johnson v. Michigan Minority Purchasing Council*, 341 Mich. App. 1, 9, 988 N.W.2d 800, 807 (2022) 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

The facts in this case are largely undisputed. MillerKnoll is a collective of design brands which operate in the home furnishing industry.[1] Macciocca was hired by MillerKnoll in April of 2023 as the Vice President Product at MillerKnoll's retail headquarters in Stamford, Connecticut. That role eventually evolved into Macciocca becoming Senior Vice President of Merchandising. Macciocca was responsible for leading MillerKnoll's product assortment strategy which meant he would decide which brands were sold in which retail locations and on e-commerce sites. Macciocca would also meet with designers and help in product development with those designers.

In addition to his salary Macciocca received cash bonus incentives and participated in a long-term incentive program which awarded special "restricted stock units" ("RSU") on an annual basis. To receive the benefit of the RSU awards Macciocca was required to agree to restrictive covenants found in the RSU award agreement which are the confidentiality, non-compete, and non-solicit provisions at issue in this case.

The restrictive covenants state:

> [t]he Participant understand and agrees that [MillerKnoll, Inc.] and the Employer have legitimate interests in protecting their goodwill, their relationships with customers and business partners, and in maintaining their confidential information, trade secrets and Confidential Information, and that it would cause severe and irreparable harm to the Company or the Employer if the Participant were to improperly utilize or disclose any trade secrets, other Confidential Information or customer relationships, or if the Company or the Employer were to otherwise lose its customer relationships or goodwill. Therefore, the Participant hereby agrees that the following restrictions are appropriate and necessary to meet such goals and that such restrictions do not impose undue hardship or burdens on the Participant.
>
> ...
>
> [D]uring the Restricted Period, the Participant will not, for the Participant, or on behalf of any other person or entity, directly or indirectly, engage in any Competitive Activity, unless approved by the Company or the Employer in advance in writing.
>
> ...
>
> "Restricted Period" means the period during the Participant's employment with the Company or the Employer and for a period of twelve (12) months ... immediately following the termination of the Participant's employment with the Company or the Employer, regardless of the reason for the termination, whether voluntary or involuntary.
>
> ...
>
> "Competitive Activity" means becoming an employee, advisor, officer, director, consultant, contractor, partner, principal, manager, or executive of a Direct Competitor....where there is a reasonable possibility that the Participant may, intentionally or inadvertently, directly or indirectly, use or rely upon Confidential

[1] These brands include Design Within Reach, Herman Miller, and Knoll.

> Information; or (1) in a capacity that is similar to the capacity the Participant was in, (2) where the participant provides services that are similar to the services the Participant provided, or with responsibilities that are similar to the responsibilities the Participant had, in each case, during the final 12 months the participant was employed by the company or the employer....
>
> ...
>
> "Direct Competitor" means any person, business, company or operation, irrespective of form ... that (1) provides Competitive Products and/or Competitive Services or (2) owns or controls a significant interest in any entity that provides, or proposes or plans to provide, any Competitive Product and/or Competitive Services.

Exhibit C to Verified Complaint.

Macciocca accepted these terms each year he participated in the incentive program with the most recent agreement being signed October 13, 2025.

On December 1, 2025 Macciocca resigned from MillerKnoll and informed his supervisor that he had accepted a Senior Vice President role at West Elm. West Elm competes with MillerKnoll in the field of contemporary home furnishings for retail end users and commercial contracts. Counsel for MillerKnoll contacted Macciocca via email after his departure to remind him of his obligations under the restrictive covenants. Over the course of several exchanges through counsel Macciocca expressed an unwillingness to cease his employment with West Elm and as a result MillerKnoll brought suit and the immediate request for injunctive relief.

The restraint of trade in this case

It is the general rule that competent persons shall have the utmost liberty of contracting and that their agreements, voluntarily and fairly made, shall be held valid and enforced in the courts. *Collins v. Sears, Roebuck & Co.*, 164 Conn. 369, 377, 321 A.2d 444 (1973). However, it has long been the law that "if the contract contemplates acts against public policy, or forbidden by statute, it is inoperative." *Smith v. Delaney*, 64 Conn. 264, 276, 29 A. 496 (1894).

The question presented is whether this contract violates Connecticut's public policy. This question has arisen because of the restrictive covenants found in Mr. Macciocca's employment contracts, including the noncompete clause. Employee noncompete contracts constitute a restraint of trade. "By definition, covenants by employees not to compete with their employers after termination of their employment restrain trade in a free market." *Deming v. Nationwide Mut. Ins. Co.*, 279 Conn. 745, 761, 905 A.2d 623, 634 (2006):

> Consequently, these covenants may be against public policy, and, thus, are enforceable only if their imposed restraint is reasonable, an assessment that depends upon the competing needs of the parties as well as the needs of the public. These needs include: (1) the employer's need to protect legitimate business interests, such as trade secrets and customer lists; (2) the employee's need to earn a living; and (3) the public's need to secure the employee's presence in the labor pool.

Id., at 761.

Connecticut courts have long recognized that non-compete covenants between employers and employees are subject to stricter review than other types of contracts. *Prezio Health Inc. v. Schenk,* No. 3:13-CV-01463-WWE, 2016 WL 1367726, at 4 (D. Conn. Apr. 6, 2016). The Connecticut Supreme Court in *Scott v. General Iron & Welding Co.,* 171 Conn. 132, 137, 368 A.2d 111 (1976), established what has since been described as the "a five-part test" to determine whether a restrictive covenant is reasonable:

> The five factors to be considered in evaluating the reasonableness of a restrictive covenant ancillary to an employment agreement are: (1) the length of time the restriction operates; (2) the geographic area covered; (3) the fairness of the protection accorded to the employer; (4) the extent of the restraint on the employee's opportunity to pursue his occupation; and (5) the extent of interference with the public's interests. The five-prong test of *Scott* is disjunctive, rather than conjunctive; a finding of unreasonableness in any one of the criteria is enough to render the covenant unenforceable.

Minnesota Mining And Mfg. Co. v. Francavilla, 191 F. Supp. 2d 270, 278–79 (D. Conn. 2002)(Quote marks and citations omitted.)

Determining the reasonableness of the restraint is therefore a fact specific inquiry. Along these lines, it bears noting that the restrictive covenants at issue were not imposed as boilerplate conditions of employment. MillerKnoll hired Macciocca on April 21, 2023, as a senior vice president and paid him a substantial base salary without requiring any post-employment restrictions. Absent further agreements, Macciocca remained free to leave MillerKnoll at will and accept employment with any company, including MillerKnoll's direct competitors.

After being hired however, Macciocca executed additional contracts. In addition to his base salary, Macciocca was eligible to receive significant additional compensation, including participation in MillerKnoll's annual executive cash incentive bonus program, its long-term incentive plan, and annual grants of restricted stock units. MillerKnoll conditioned eligibility for these additional benefits on Macciocca's agreement to the restrictive covenants.

Macciocca is a sophisticated executive. Nothing in the record suggests that he lacked an understanding of the bargain he struck or that he was somehow compelled to accept it to continue his employment with MillerKnoll. It was an arm's length bargain. In exchange for substantial payment beyond his base salary, Macciocca knowingly and voluntarily agreed to a one-year restriction on working for a competing company.

Macciocca's sophistication and calculation however is at most merely a factor for the court to consider. It is by no means determinative:

> We recognize the strong public policy favoring freedom of contract and the principle that the court should not rescue sophisticated commercial parties from the terms of their bargain. Nevertheless, our Supreme Court has long recognized that a court's deference to the rights of parties to enter into contracts as they see fit does not extend to contracts that violate public policy.

> Accordingly, we reject the defendants' contention that the circumstances under which the parties entered into the partnership agreement is determinative of whether the noncompete provision in the agreement is reasonable.

DeLeo v. Equale & Cirone, LLP, 202 Conn. App. 650, 673, 246 A.3d 988, 1004 (2021)(Citations omitted.)

The *DeLeo* decision emphasized that "the court must weigh these factors in their totality on the basis of the factual circumstances before it." *Id.*

It is unlikely that MillerKnoll will prevail on the merits

This is a close call. The court has already noted that Macciocca is a sophisticated businessman. He accepted money in consideration of his promise not to compete against the party giving him the money. In any ordinary commercial contract, that would end the case.

But restraints on trade are not ordinary commercial contracts. The courts must independently determine whether they are "reasonable" under Connecticut law. As noted above, Macciocca unqualified promise not to compete is not determinative of reasonableness, but only a factor to consider.

In his contract, Macciocca is generally prohibited from working for a competitor while engaged in "Competitive Activity." Competitive Activity is defined disjunctively. It includes working for a direct competitor where there is a "reasonable possibility" of using confidential information *or* where the participant's role is similar to the one previously held, *or* where the services provided are similar to those previously performed, *or* where the responsibilities are similar to those previously held during the final 12 months of employment.

1. *A reasonable possibility*

This is extremely broad language. The "reasonable possibility" language in this covenant functions less as a meaningful limitation and more as an expansive "catch-all" that effectively renders the restriction illusory. While MillerKnoll may argue that the clause is narrowly tailored to trigger only when confidential information is at risk, the inclusion of "inadvertent" use based on a mere "possibility" creates a standard so subjective that an employee cannot reliably determine what conduct is permitted. In interpreting a contract, especially one restraining trade, a limitation is only valid if it provides a clear boundary; here, the boundary is defined by mere possibilities. Putting the word "reasonable" in front of "possibility" does not turn this into an objective standard.

By tethering the restriction to a "possibility" of disclosure rather than the actual necessity of protecting confidential information, the clause shifts the evidentiary burden away from the MillerKnoll. Instead of proving that a former employee *will* inevitably disclose secrets, the employer need only claim a hypothetical risk. Because the Participant cannot possibly prove the absence of a "possibility," the restriction operates as a de facto total ban on competitive employment. Consequently, in the *Scott* test, this language cannot be described as a good-faith

attempt to narrow the scope of the covenant, but as an unreasonable expansion of the restraint that places the Participant in a state of perpetual legal peril.

2. *Similar roles*

MillerKnoll may plausibly argue that the covenant is narrowly tailored because it only triggers when a Participant serves in a "capacity that is similar" or provides "services that are similar" to those rendered in their final twelve months of employment. In theory, such a "functional" restriction is more likely to be found reasonable than a blanket industry ban. It acknowledges that an employee's value to a competitor, coupled with the corresponding risk to MillerKnoll, is highest when he performs identical functions. By focusing on the "mirror image" of the Participant's previous role, the employer purports to leave other avenues of the industry open to the departing employee.

However, the "similar capacity" standard does not exist in a vacuum. When read in conjunction with the worldwide geographic scope and the speculative "reasonable possibility" trigger, the term "similar" becomes dangerously elastic. While the twelve-month "look-back" period provides a temporal anchor, it cannot outweigh the fact that the Participant is effectively barred from his primary vocation on a global scale. In the context of a highly specialized global professional, a ban on "similar services" is not a minor hurdle; it is a total blockade.

The five-part test of *Scott* is disjunctive; unreasonableness in any one criterion is fatal. Here, even if the Court were to find the "similar capacity" restriction a legitimate attempt at narrowing the scope of the restriction, it cannot cure the unreasonable geographic breadth and the illusory nature of the "reasonable possibility" language. A restriction that prevents a professional from performing his core trade for any competitor, in any nation, based on the mere "possibility" of "inadvertent" disclosure, is an unreasonable restraint of trade. The "similarity" of the work does not make the scale of the exile any more palatable under Connecticut law.

This is of course a preliminary ruling. But based on the initial filings and arguments, it is unlikely that MillerKnoll will prevail on the merits.

The Connecticut Blue Pencil

The court's research reveals that the Connecticut Supreme Court first discussed the concept, if not the name, "blue pencil" in 1948:

> There is undoubtedly a strong tendency on the part of courts to regard as divisible restraints of trade which are unreasonable in the extent of area covered and to hold them invalid only so far as necessary for the protection of the covenantee, where the terms of the promise permit that to be done without clearly violating the intent of the parties. Professor Williston advocates a broader rule to the effect that, even though a covenant in restraint of trade was regarded by the parties as indivisible, it should be given effect to the extent to which the court finds that it would not be unenforceable. This proposition finds support in a line of Massachusetts cases.... The difficulty with that position is that it gives effect to the conclusion of a court as to the extent to which a covenant unreasonably

broad in its terms can in fairness and equity be enforced rather than to the intent of the parties, who, had they desired a narrower provision, should have agreed upon it. In Pollock, Contracts (11th Ed.), page 335, the rule is stated as follows: 'A restrictive covenant which contains or may be read as containing distinct undertakings bounded by different limits of space or time, or different in subject matter, may be good as to part and bad as to part. But this does not mean that a single covenant may be artificially split up in order to pick out some part of it that it can be upheld. Severance is permissible only in the case of a covenant which is in effect a combination of several distinct covenants.' Where the covenant is intended by the parties to be an entirety, it cannot properly be so divided by a court that it will be held good for a certain area but invalid for another; indeed, as the trial court well states in its memorandum of decision, this would be to make an agreement for the parties into which they did not voluntarily enter.

Beit v. Beit, 135 Conn. 195, 204–05, 63 A.2d 161, 165–66 (Conn. 1948)(Cleaned up)

In other words, the *Beit* court rejected the very broad view of Professor Williston and certain Massachusetts cases which essentially posited that a court may enforce a covenant to whatever extent a court thinks reasonable, even if the parties intended it to be indivisible. *Beit* reasoned that following this rule effectively substitutes the court's judgment for the parties' intent and effectively rewrites their agreement. Instead, the proper rule is that partial enforcement is allowed only when the covenant actually contains distinct, separable promises. If the covenant was intended as a single, indivisible restriction, the court cannot split it into reasonable and unreasonable parts. To do so would be creating a new contract the parties never made. The holding in *Beit* remains valid today. See, *Deming v. Nationwide Mut. Ins. Co.,* 279 Conn. 745, 769, n 21; 905 A.2d 623, 638 (2006). See also, *Sunbelt Rentals, Inc. v. McAndrews,* 552 F. Supp. 3d 319, 326 (D. Conn. 2021).

The contract in this case provides as follows:

The parties agree that if a competent authority declines to enforce any of the provisions of Section 10, that the authority responsible for such determination shall have the power to reduce, modify or limit the restrictions to restrict competition with or solicitation from the Company or the Employer to the maximum extent permitted by law. To the extent that any invalid or unenforceable provision cannot be cured by modification or reformation, such offending provision shall be limited or eliminated to the minimum extent necessary so that this Section 10 shall otherwise remain in full force and effect and be enforceable.

A Connecticut trial judge found similar language sufficient to rescue and otherwise overly broad noncompetition employment contract:

It is obvious that the parties contemplated the very direction which this case has taken and have clearly and effectively provided for it. Even the language of the covenant as drafted lends itself to divisibility and severance. The very act of singling out these states from the rest of the world signifies this intent and enables the court to excise the defective parts and preserve the effective ones.

Gartner Grp. Inc. v. Mewes, No. CV91 0118332 S, 1992 WL 4766, at 5 (Conn. Super. Ct. Jan. 3, 1992)

And yet, another trial court refused to enforce contractual language virtually identical to MillerKnoll's contract "because the unreasonable provisions form the heart of the agreement." *Sylvan R. Shemitz Designs, Inc. v. Brown,* No. AANCV136013145S, 2013 WL 6038263, at 9 (Conn. Super. Ct. Oct. 23, 2013).

In any event, in the case before the court, to the extent Connecticut law bestows authority on this court to effectively rewrite portions of this contract, the court declines to do so. "[N]o evidence has been introduced from which the court can establish the appropriate boundaries of time or geography within which any business interest of the plaintiff would benefit from protection. The court, therefore, declines to take a blue pencil to .... the employment agreement." *Ranciato v. Nolan,* No. CV970401729S, 2002 WL 313892, at *5 (Conn. Super. Ct. Feb. 7, 2002)

The balance of the injunction factors

The court has decided that it is unlikely that MillerKnoll will prevail on the merits under Connecticut law. It also declines to rewrite the otherwise unenforceable contractual language. Accordingly, it is unnecessary to evaluate the remaining factors court's consider in issuing injunctions.

CONCLUSION

The petition for a preliminary injunction is DENIED.

IT IS ORDERED.

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

Dated: February 10, 2026
at Grand Rapids, Michigan.

Honorable Curt A. Benson