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## EAST COAST DISTRICT COURT PRELIMINARY INJUNCTION UPHOLDS TEXAS NON-COMPETE LAW IN WIN FOR TEXAS FRANCHISE CORP.

March 11, 2011 – In a case with repercussions for franchisee/franchisor relationships nationwide, an East Coast U.S. District Court has upheld a Texas company’s non-compete agreement and ordered a Pennsylvania company to stop using a franchisor’s longtime trademark and turn over its customer lists.

Texas corporation MarbleLife, a franchisor that repairs and cares for marble, granite and other surfaces and markets its unique business systems to U.S. and international franchisees, sued Stone Resources, Inc. last year. MarbleLife contended that Stone Resources breached its longtime franchise agreement and caused irreparable harm when it failed to renew its contract and instead began competing directly with MarbleLife in the Philadelphia-area market.

The Honorable Petrese B. Tucker of the U.S. District Court for the Eastern District of Pennsylvania agreed. In an amended preliminary injunction applying Texas law, the judge ordered Stone Resources to stop competing with MarbleLife, to refrain from using the MarbleLife trademark, to turn over its customer lists since May 2000 and to relinquish and transfer to MarbleLife its phone numbers, email addresses, website domains and other information.

“The court’s ruling in favor of the non-compete agreement sends a message to franchisees that they cannot take over the trademark and tools of the franchise that put them in business in the first place,” said Vince Hess, a Partner in the national law firm of Locke Lord Bissell & Liddell, which represents MarbleLife. “Here a former franchisee let the franchise agreement expire and then tried to avoid the non-compete by claiming it had been defrauded 10 years earlier when it became a franchisee. After a full evidentiary hearing, the court rejected its claims and found the non-compete is valid.” Locke Lord Partner Kevin Twining also represents MarbleLife. Stone Resources was represented in the preliminary injunction proceeding by Washington, D.C.-based Mario L. Herman, whose website advertises “Getting Out of a Franchise.”

Litigation involving additional issues between MarbleLife and Stone Resources is ongoing.

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