

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 25-14186
Non-Argument Calendar

PURIS, LLC.,
MURPHY PIPELINE CONTRACTORS, LLC,

Plaintiffs-Appellees,

versus

CMG PIPELINES, INC.,
CARMELO GUTIERREZ,

Defendants-Appellants.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 3:25-cv-00157-TJC-SJH

Before NEWSOM, LAGOA, and BRASHER, Circuit Judges.

PER CURIAM:

When Andrew Mayer sold his pipeline-rehabilitation business, Murphy Pipeline Contractors, LLC (“Murphy”) to PURIS LLC (“PURIS”) for \$55 million, he promised not to compete with Murphy or PURIS for the next two years. The district court found a substantial likelihood that Mayer broke that promise, and that two others helped him do it. Those two, CMG Pipelines, Inc. (“CMG”) and Carmelo Gutierrez (collectively the “CMG Parties”), now appeal the preliminary injunction entered against them for their alleged roles in helping Mayer violate his non-compete agreement and build CMG into a direct competitor.

The CMG Parties argue that the district court erred in two respects: first by finding irreparable harm, and second by drawing the injunction’s geographic boundaries too broadly. After careful review, we reject both arguments and affirm.

I. FACTUAL AND PROCEDURAL BACKGROUND¹

Murphy Pipeline Contractors (“Murphy”) is a company that rehabilitates municipal water and sewer lines. Much of that work is “trenchless.” Rather than digging up an old pipe, Murphy’s crew can repair or replace it from within, using specialized equipment and a proprietary process the company calls “CompressionFit.”

¹ We draw the facts from the evidentiary record, which the district court relied on in entering the preliminary injunction, which included declarations, exhibits, and documents produced in discovery, including a memorandum Mayer himself authored and titled “THE PLAN.”

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Andrew Mayer founded Murphy and grew it into a nationwide business. In 2020, he sold the company to PURIS for \$55 million and stayed on as its president, with “general management responsibility over [Murphy’s] portfolio of work across the United States” and was tasked to grow it.

As part of the sale, Mayer signed a non-compete agreement. For the term of his employment and eighteen months thereafter, he agreed not to compete with Murphy, solicit or divert its customers, raid its employees, or support a competing business. Mayer’s non-compete has a defined “Restricted Territory” reaching fifty miles around “any and all” “Company locations” “in, to, or for which” Mayer was assigned or for which he had responsibility (either direct or supervisory), and customer account locations that Mayer handled. Mayer also agreed not to use or disclose PURIS’s confidential information.

But within months of the sale, Mayer resolved to “get [his] company back.” His admission appears in a document that he titled “THE PLAN.” Mayer wrote that he put the Plan in place in 2021 as a “fall back,” and agreed to become the “silent partner” of CMG Pipelines, a company owned by Carmelo Gutierrez. At that time, CMG was a local Louisiana contractor that performed excavation and other supporting work. Gutierrez had no experience operating the specialized trenchless technologies Murphy supplied. Mayer explained that CMG was “set up to gather experience in the same fields as Murphy,” and “with [Mayer] at the helm of Murphy,” Mayer could subcontract work to CMG. As Mayer put it,

“With the team behind me at Murphy we can guarantee work for PE and CMG.”

Mayer quickly put the Plan into action. While still serving as president of Murphy, Mayer directed Murphy subcontracts and business opportunities to CMG and shared information about projects Murphy was pursuing. Internal messages between Mayer and Gutierrez discussed whether new contracts for trench work should go to Murphy or CMG.

To help CMG compete, Mayer also helped CMG obtain an exclusive license with “Die-Draw,” a slip-lining technology with nearly identical functions as Murphy’s CompressionFit. In the Plan, Mayer highlighted that CMG had “competing technology to [CompressionFit] that Puris own [sic] now through the purchase of Murphy.” The Plan appeared to have worked. By 2024, CMG was bidding trenchless projects in markets where it had not previously operated.

Mayer then facilitated the sale of CMG to Crown Electrokinecs for \$30 million. Under this deal, Mayer and Gutierrez would each receive forty percent of the proceeds. To facilitate a potential sale, Mayer sent Crown the Plan and a “Funnel” of CMG projects extending through 2026. Except for a few entries, the Funnel tracked Murphy’s confidential project-development list.

The effect of the Plan was not limited to lost contracts. CMG ultimately hired at least 27 former Murphy employees, several solicited through Mayer or his associates, and used them and their relationships to chase Murphy’s customers. Murphy also lost

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anticipated work from a Nebraska customer after CMG hired the employees who managed that relationship. CMG approached another Murphy customer, the Town of Davie, about performing similar work under an agreement “similar to what [Davie had] in place for Murphy.”

After discovering the scheme, PURIS sued Mayer in February 2025 and moved for injunctive relief. Although Mayer initially denied that he had breached his non-compete, he later stipulated to a preliminary injunction. The injunction barred Mayer from performing trenchless rehabilitation work within fifty miles of 553 listed locations. PURIS’s CEO, Michael “Mick” Fegan, had identified those locations in a sworn declaration as places where PURIS operated or maintained customer accounts. Mayer agreed that the list would define the injunction’s geographic scope.

PURIS then amended its complaint to add the CMG Parties and sought a separate injunction against them for helping Mayer violate his non-compete. During the September 3, 2025, hearing, the district court explained that because the CMG Parties had not signed Mayer’s non-compete agreement, the court explained, it would require “a substantial showing” before enjoining them.

Following the September hearing, the district court found a substantial likelihood existed that the CMG Parties had tortiously interfered with Mayer’s non-compete. Indeed, short of “them just all saying, ‘I agree, I did it,’” the district court remarked, it would be “hard . . . to think there’d be a case where there’d be a lot more evidence than this.” It was “pretty clear,” the district court added,

that CMG could not have entered the trenchless business as it did but for its “confederation with Mr. Mayer.”

But rather than immediately issuing an injunction, the district court first directed the CMG Parties to catalog their existing trenchless jobs so it could separate work already underway from work still to come. At a second hearing on October 27, the district court weighed each CMG project to consider the effects on CMG’s employees and customers, as well as the municipalities involved, and whether money damages could compensate the Plaintiffs for the contracts that were already performed or underway. It also heard, and rejected, the CMG Parties’ objection that the geographical scope for the injunction was too broad.

Three days later, the district court entered the preliminary injunction against the CMG Parties, which was virtually identical to the injunction entered against Mayer. The district court applied the same 553-location territory Mayer had agreed would govern his own injunction. Within that territory, the injunction barred the CMG Parties from performing future trenchless work. But the district court exempted projects on which CMG had already performed substantial work and deferred ruling on a New Orleans contract until it could receive further evidence about the effect of the injunction on the public. The CMG Parties timely appealed.

II. STANDARD OF REVIEW

“We review the grant of a preliminary injunction for abuse of discretion, reviewing any underlying legal conclusions *de novo* and any findings of fact for clear error.” *Gonzalez v. Governor of Ga.*,

978 F.3d 1266, 1270 (11th Cir. 2020). “A district court abuses its discretion if it applies an incorrect legal standard, applies the law in an unreasonable or incorrect manner, follows improper procedures in making a determination, or makes findings of fact that are clearly erroneous.” *Id.* We also review “the scope of the district court’s injunction for abuse of discretion.” *Palmer & Cay, Inc. v. Marsh & McLennan Cos.*, 404 F.3d 1297, 1308 (11th Cir. 2005).

III. ANALYSIS

To obtain a preliminary injunction, a movant must establish: (1) a substantial likelihood of success on the merits; (2) irreparable harm absent the injunction; (3) that the balance of harms favors the injunction; and (4) that the injunction would not be adverse to the public interest. *Gonzalez*, 978 F.3d at 1270-21; *Siegel v. LePore*, 234 F.3d 1163, 1176 (11th Cir. 2000) (en banc).

The district court considered each of these factors. On appeal, the CMG Parties challenge only the irreparable harm prong. Specifically, the CMG Parties argue that Plaintiffs failed to establish irreparable harm and also argue that the district court drew the injunction’s geographic scope too broadly. We address each argument in turn.

A. Irreparable Harm

The CMG Parties contend that the Plaintiffs failed to demonstrate irreparable harm to support a preliminary injunction because their injuries could be remedied by monetary damages. “A showing of irreparable injury is ‘the sine qua non of injunctive re-

lief.” *Siegel*, 234 F. 3d at 1176. On the record before use, we conclude that the district court did not abuse its discretion when it determined that the Plaintiffs established irreparable harm nor do we find any legal error in the district court’s analysis.

In its written order, the district court expressly found that Plaintiffs would “suffer immediate and irreparable harm unless the CMG Parties [were] restrained.” That finding did not rest on an empty record. The district court had before it what it called an “extraordinarily strong showing” of coordinated conduct by Mayer and the CMG Parties.

The injunction itself confirms how the district court understood the harm. The district court allowed CMG to finish projects already underway, enjoined two projects on which work had not begun, and barred future trenchless work within the restricted territory. The district court determined that damages could likely address the harm arising from completed and ongoing projects while also enjoining conduct that money could not easily remedy. That enjoined conduct included CMG’s bidding on projects drawn from Murphy’s confidential pipeline and recruiting Murphy’s trained employees to pursue Murphy’s customers. Plaintiffs presented evidence that those activities threatened their customers, goodwill, trained workforce, confidential business opportunities, and competitive position.

Our cases recognize those types of injuries as irreparable. In *BellSouth Telecomms., Inc. v. MCIMetro Access Transmission Servs., LLC*, 425 F.3d 964 (11th Cir. 2005), we explained that “[a]lthough

economic losses alone do not justify a preliminary injunction, ‘the loss of customers and goodwill is an irreparable injury.’” *Id.* at 970 (quoting *Ferrero v. Associated Materials Inc.*, 923 F.2d 1441, 1449 (11th Cir. 1991)). The lost profit on a contract might be calculable, but broader losses—such as poached employees, reputational damage, weakened competitive position—are “far more difficult (if not impossible)” to measure. *Yorktown Sys. Grp., Inc. v. Threat Tec LLC*, 108 F.4th 1287, 1296–97 (11th Cir. 2024).

Mayer’s own Plan described how he would use his position at Murphy to build CMG into a lasting competitor. CMG was “set up to gather experience in the same fields as Murphy,” and, with Mayer “at the helm of Murphy,” he directed work to CMG. The Plan contemplated giving CMG competing technology, projects, financing, and access to Plaintiffs’ trained crews.

The record evidence also showed that Mayer and the CMG Parties were carrying out that plan, with no intent to stop. Mayer helped CMG obtain technology that competed with Compression-Fit and helped decide whether work should go to “CMG or Murphy.” CMG also hired at least 27 former Murphy employees or obtained their labor through a contractor. Murphy expected additional work from a Nebraska customer, but the work ultimately went to CMG after CMG hired personnel connected to that account. CMG also approached the Town of Davie, an existing Murphy customer, about performing similar work under an agreement “similar to what [Davie had] in place for Murphy.”

As we have previously explained, the “expedited nature of preliminary injunction proceedings often creates not only limits on the evidence available but also pressure to make difficult judgments without the luxury of abundant time for reflection.” *Cumulus Media, Inc. v. Clear Channel Communications, Inc.*, 304 F.3d 1167, 1171 (11th Cir. 2002). Those judgments require “a delicate balancing of the probabilities of ultimate success . . . with the consequences of immediate irreparable injury,” and the task of “[w]eighing these considerations is the responsibility of the district judge.” *Id.* at 1172 (citation modified). Here, we conclude that the record evidence supported the district court’s finding that Plaintiffs faced irreparable harm and we conclude that the district court did not abuse its discretion.

B. Scope of the Injunction

The CMG Parties next challenge the injunction’s geographic scope.² The injunction bars them from performing trenchless work

² Plaintiffs argue the CMG Parties waived the issue of scope because they failed to properly raise it before the district court. It is true that the CMG Parties did not initially contest scope in their opposition to the injunction or at the September hearing, even though the Plaintiffs’ motion sought an injunction “to the same extent as Mayer.” Nevertheless, at the October hearing, the district court heard arguments from the CMG Parties that the geographic scope of the proposed injunction was too broad. During that hearing, the district court pointedly stated that it was “inclined to use the same language” as Mayer’s stipulated injunction, and that it “underst[ood] the arguments to the contrary.” On these facts, we cannot say that the issue was waived and thus we consider the CMG Parties’ arguments on this issue. *Access Now, Inc. v. Sw. Airlines Co.*, 385 F.3d 1324, 1331 (11th Cir. 2004).

within fifty miles of 553 listed locations. They argue that Mayer's non-compete did not reach that far and, in any event, it could not supply the boundaries of an injunction against parties who never signed it.

Their argument rests on the phrase "Company locations." Mayer's non-compete defined the Restricted Territory to include the areas within fifty miles of "any and all Company locations in, to, or for which" he worked, was assigned, or had responsibility. The CMG Parties read "Company locations" to mean only PURIS's sixteen corporate offices. On that reading, the 553-location list would be far too broad because it also includes places where PURIS performed, bid on, or pursued pipeline work.

But district court's injunction against the CMG Parties did not blindly enforce Mayer's contract against non-signatories. Rather, the district court found that Plaintiffs were substantially likely to prove that the CMG Parties had themselves committed tortious interference by helping Mayer violate the agreement and using his assistance to build CMG into a direct competitor. The question, then, was what relief was necessary to prevent the CMG Parties' conduct from continuing while the case proceeded.

A district court has considerable discretion in answering that question. "Crafting a preliminary injunction is an exercise of discretion and judgment," and the court may "mold its decree to meet the exigencies of the particular case." *Trump v. Int'l Refugee Assistance Project*, 582 U.S. 571, 579–80 (2017) (citation omitted). Relief must fit the violation and avoid unnecessary burdens. But equity

may also keep a wrongdoer from continuing to benefit from the conduct that brought the parties to court. As we have explained, “[a]n injunction can be therapeutic as well as protective,” and may prohibit conduct that, “standing alone, would have been unassailable.” *Cumulus Media*, 304 F.3d at 1178–79 (citation omitted).

Here, the district court treated the territory Mayer had accepted as the starting point and then considered whether to apply the same territory to the CMG Parties. The record supported that conclusion. PURIS’s CEO, Mick Fegan, declared that Mayer had “general management responsibility” for Murphy’s work across the United States and was charged with growing the business. Fegan then identified 553 places where PURIS had performed or pursued pipeline work during the relevant period. Mayer later agreed that the same list would define the geographic scope of his own injunction. While Mayer’s stipulation did not bind the CMG Parties, Mayer had nationwide responsibility for Murphy’s work and agreed that the 553-location list would govern his own competition. That gave the district court a concrete, record-based measure of the territory at issue.

In contrast, although the CMG Parties offered a different reading of “Company locations,” they did not offer evidence to the district court to show that Mayer’s actual responsibilities were confined to sixteen offices. Nor did they identify evidence showing that any particular location on Fegan’s sworn list fell outside the work Mayer managed or the customer accounts for which he had

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responsibility. Instead, the CMG Parties’ argument before the district turned largely on how they read the contract. The district court was thus free to consider that reading—and either accept or reject it—when fashioning the scope of equitable relief.

A district judge who has reviewed the evidence and heard the parties is ordinarily better positioned to “formulate a decree tailored to deal with the violations existent in each case.” *Cumulus Media*, 304 F.3d at 1172 (citation omitted). Here, the district court had a sworn factual basis for the 553 locations, heard the CMG Parties’ competing interpretation, and adjusted the relief to avoid unnecessary disruption. Because the district court’s factual findings were not clearly erroneous, we conclude that the resulting preliminary injunction fell within the district court’s considerable discretion.

IV. CONCLUSION

For the reasons stated, we conclude that the district court did not abuse its discretion and we affirm the district court’s order in granting the preliminary injunction.

AFFIRMED.