



## R.J. Cronkhite

Partner  
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R.J. serves as a strategic partner and counselor to his clients and their business needs across multiple industries, including technology, automotive, finance, health care, staffing, and real estate leasing, management, and development. He prioritizes developing an intimate understanding of his clients' unique goals and challenges and applies his deep knowledge of the law to ensure proactive and results-based legal counsel.

A formidable and accomplished advocate, R.J. also acts as lead trial counsel when legal disputes arise after exhausting preventive measures. Clients describe R.J. as an engaged litigator whose attention to detail, tenacity, and professionalism set him apart from other counsel. He obtains cost-effective results by quickly digging into the facts and leveraging the results in favor of his clients.

R.J. is the past-chair of the State Bar of Michigan's 2,300-member Litigation Section. Michigan *Super Lawyers*® has consistently recognized him as a *Rising Star* in Business Litigation, an award granted to only 2.5 percent of Michigan attorneys under 40. R.J.'s peers have elected him to the Fellows of the American Bar Foundation, an honorary society comprising 1 percent of each jurisdiction's attorneys, judges, law faculty, and legal scholars whose public and private careers have demonstrated outstanding dedication to the highest principles of the legal profession and welfare of their communities. He is a founding member of his community's Rotary Club.

### Services

- Employment
- Employment Discrimination Litigation
- Wage/Hour Law
- Litigation
- Development & Zoning
- Class Action
- Intellectual Property Litigation
- Real Estate

- Leasing & Property Management
- Construction Industry

## **Education**

- University of Chicago Law School (J.D.)
- Eastern Michigan University (B.A.)

## **Bar Admissions**

- Michigan
- Illinois

## **Court Admissions**

- U.S. Court of Appeals for the Second Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Western District of Michigan
- U.S. District Court for the Eastern District of Wisconsin
- U.S. District Court for the Western District of Wisconsin
- U.S. District Court for the Northern District of Illinois
- U.S. District Court for the Northern District of New York
- U.S. District Court for the Southern District of Texas
- U.S. District Court for the Eastern District of Texas
- U.S. District Court for the Northern District of Ohio
- U.S. District Court for the District of Maryland
- U.S. District Court for the Northern District of Indiana
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Tax Court

## **Affiliations/Memberships**

- Michigan State Bar Litigation Section, chair
- Southfield Area Rotary Club (SARC), founding member
- Fellows of the American Bar Foundation
- Oakland County Bar Association (OCBA), member and OCBA fellow
- Federal Bar of Michigan, Eastern District of Michigan Chapter, member

## **Distinctions**

- Michigan *Rising Star*®, Business Litigation (2017 - 2022)
- 10.0/10.0 Avvo-Rated
- *Best Lawyers*®
  - "Ones to Watch" in Troy for Corporate Law, Labor and Employment Law - Management, and Real Estate Law (2021-2022)

## Experience

### **Obtained Appellate Decision Directing Federal Court to Reform Non-Compete Agreement to Allow for Enforcement**

We represented an industrial trucking company whose former regional sales manager quit, then competed against the company, violating his non-competition agreement. We sued the former manager and filed a motion to preliminarily enjoin him from violating the non-competete agreement during the lawsuit. The federal district court denied the preliminary injunction, finding the non-competete was too broad and unenforceable, but, despite our request, the court refused to reform the agreement to make it enforceable. R.J. filed an appeal with the 5<sup>th</sup> Circuit Court of Appeals, who agreed the federal district court should have reformed the agreement after finding it too broad and accordingly sent the case back to the district court for such proceedings.

### **Arbitration Win in Construction Contract Dispute**

R.J. represented a business specializing in restoration work arising from catastrophic losses which had provided water mitigation, mold remediation, and reconstruction for a water-damaged home. The homeowner refused to pay the company after their insurance company disputed the cause of damage. R.J. demonstrated the company's work was necessary given the nature, cause, and extent of the water damage, and after a two-day arbitration the arbitrator awarded his client \$160,924.84.

## Publications

March 31, 2020

### **Construction Impacted by Coronavirus? Know Your Lien Rights**

September 20, 2019

### **The Defend Trade Secrets Act of 2016: A New Weapon Against Foreign Misappropriation of Intellectual Property**

The Brand Protection Professional

December 7, 2018

### **Blog: Did You Just Sign an Illegal Settlement Agreement?**

dbusiness

November 27, 2017

**Awful but Lawful: Attorney Fee Provision Gone Bad**  
Risk Management Monitor