

BUSINESS COURT OF TEXAS, EIGHTH DIVISION

Galderma Laboratories, L.P. v. Brenner

2026 Tex. Bus. 12 · No. Cause No. 26-BC08B-0003 · Decided March 12, 2026

SUMMARY

The Texas Business Court grants Galderma Laboratories, L.P.’s application for a temporary injunction in part against former executive Erick Brenner. The court finds a probable right of recovery based on Brenner’s alleged violation of a noncompete covenant through his service as CEO of direct competitor Prolenium, but finds insufficient evidence at this stage to support relief based on confidentiality, nonsolicitation, or trade-secret claims. The court addresses the temporal, activity, and geographic scope of the noncompete and orders statutory reformation where necessary.

CASE DETAILS

COURT	Business Court of Texas, Eighth Division
JURISDICTION	Texas Business Court, Eighth Division
DECIDED	March 12, 2026
DOCKET	Cause No. 26-BC08B-0003
DISPOSITION	other
PROCEDURAL POSTURE	Galderma sought a temporary injunction against its former executive, Erick Brenner, based on alleged violations of a protective covenants agreement and the Texas Uniform Trade Secrets Act. After an evidentiary hearing, the Business Court granted temporary injunctive relief in part and denied relief as to the customer-nonsolicitation, worker-nonsolicitation, confidentiality, and TUTSA theories.
STANDARD OF REVIEW	To obtain a temporary injunction, the applicant must establish a viable cause of action, a probable right to the relief sought, and a probable, imminent, and irreparable injury absent interim relief. The injunction is an extraordinary remedy intended to preserve the status quo pending trial.
PRECEDENTIAL VALUE	Published Texas Business Court memorandum opinion and order; temporary, interlocutory relief only and expressly not a final adjudication of the parties' claims or defenses.

TOPICS

noncompete agreements

restrictive covenants

employment contracts

trade secret misappropriation

equitable relief

PRACTICE AREAS

employment law

contracts

commercial litigation

intellectual property

remedies

QUESTIONS PRESENTED

1. Whether Galderma established a viable claim and probable right to relief under the protective covenants agreement.
2. Whether Galderma established a probable, imminent, and irreparable injury warranting a temporary injunction.
3. Whether the noncompete's time, geographic, and activity restrictions were reasonable under Texas law.
4. Whether the noncompete required reformation under Texas Business and Commerce Code section 15.51(c).
5. Whether Galderma established a probable right to temporary injunctive relief for customer solicitation, worker solicitation, confidentiality breaches, or trade-secret misappropriation.

HOLDINGS

1. Galderma established a probable right to recover for Brenner's violation of the noncompete covenant because the agreement was likely ancillary to an otherwise enforceable agreement, contained reasonable limitations as to time, geographic scope, and activity as applied after reformation, and covered Brenner's service as CEO of a direct competitor in the same product segment.
2. Galderma established a probable, imminent, and irreparable injury because Brenner's continued service as CEO of a direct competitor created an ongoing risk that his recent and detailed knowledge of Galderma's strategy would influence competitive decisions in ways that could not be adequately measured or remedied by damages.
3. The court reformed the noncompete under section 15.51(c) by removing language covering ownership, operation, or management of any competitor and by removing geographic coverage based solely on Brenner's receipt of confidential information about a territory without material involvement or operational responsibility.
4. Galderma did not establish a probable right to recovery on the customer-nonsolicitation, worker-nonsolicitation, confidentiality, or TUTSA claims at the temporary-injunction stage.

KEY QUOTATIONS

"Mere suspicion or apprehension of a possible breach is insufficient; injunctive relief requires evidence establishing a probable violation." (10)

"Where a covenant is overbroad, the Court must narrow it rather than invalidate it." (18)

"This Order remains in effect until further order of the Court or entry of final judgment." (23)

FACTUAL BACKGROUND

Brenner was a senior Galderma executive with responsibility for a substantial injectable-aesthetics portfolio and access to pricing, strategy, customer, marketing, personnel, and training information. In June 2024, he signed a protective covenants agreement containing a twelve-month noncompete, customer and worker nonsolicitation provisions, and confidentiality obligations; his employment ended in November 2025. He became chief executive officer of Prolenium, a direct competitor in the U.S. hyaluronic-acid dermal-filler market, despite Galderma's objection. Before his departure, Brenner accessed company files, but Galderma's forensic evidence was inconclusive as to whether he transferred or used confidential information.

PROCEDURAL HISTORY

Galderma filed an application for temporary injunction. The court conducted an evidentiary hearing on February 23, 2026, considered the pleadings, briefing, evidence, and arguments, and issued an interlocutory memorandum opinion and order preserving the status quo pending trial. The court set the case for trial on January 11, 2027, required a \$150,000 injunction bond, and stated that the order was not a final adjudication.

DISPOSITION

other

CASES CITED

- Harley Channelview Props., LLC v. Harley Marine Gulf, LLC, 690 S.W.3d 32, 37 (Tex. 2024)
- Butnaru v. Ford Motor Co., 84 S.W.3d 198, 204 (Tex. 2002)
- Abbott v. Anti-Defamation League Austin, Sw., & Texoma Regions, 610 S.W.3d 911, 917 (Tex. 2020) (per curiam)
- Walling v. Metcalfe, 863 S.W.2d 56, 58 (Tex. 1993) (per curiam)
- State v. Cook United, Inc., 464 S.W.2d 105, 106 (Tex. 1971)
- Jones v. Jefferson Cnty., 15 S.W.3d 206, 213 (Tex. App.—Texarkana 2000, pet. denied)
- Hyde v. Aero Valley Prop. Owners Ass'n, No. 02-20-00416-CV, 2021 WL 2460799, at *9 (Tex. App.—Fort Worth June 17, 2021, no pet.) (mem. op.)
- Fox v. Tropical Warehouses, Inc., 121 S.W.3d 853, 860 (Tex. App.—Fort Worth 2003, no pet.)
- W.R. Grace & Co.-Conn. v. Posey, No. 03-07-00184-CV, 2007 WL 2462003, at *5 (Tex. App.—Austin Aug. 30, 2007, no pet.) (mem. op.)
- Tex. Dep't of State Health Servs. v. Holmes, 294 S.W.3d 328, 334 (Tex. App.—Austin 2009, pet. denied)
- Graham v. Mary Kay, Inc., 25 S.W.3d 749, 753 (Tex. App.—Houston [14th Dist.] 2000, pet. denied)
- Mabrey v. SandStream, Inc., 124 S.W.3d 302, 319 (Tex. App.—Fort Worth 2003, no pet.)
- Spend Life Wiseley Co. v. Phillips, 700 F. Supp. 3d 510, 530 (E.D. Tex. 2023)
- M-I LLC v. Stelly, 733 F. Supp. 2d 759, 795–99 (S.D. Tex. 2010)
- Daily Instruments Corp. v. Heidt, 998 F. Supp. 2d 553, 567–68 (S.D. Tex. 2014)
- AmeriPath, Inc. v. Hebert, 447 S.W.3d 319, 335 (Tex. App.—Dallas 2014, pet. denied)

- McKissock, LLC v. Martin, 267 F. Supp. 3d 841, 856–57 (W.D. Tex. 2016)
- Butler v. Arrow Mirror & Glass, Inc., 51 S.W.3d 787, 793 (Tex. App.—Houston [1st Dist.] 2001, no pet.)
- Gehrke v. Merritt Hawkins & Assocs., No. 05-18-01160-CV, 2020 WL 400175, at *4 (Tex. App.—Dallas 2020, pet. denied) (mem. op.)
- Providence Title Co. v. Truly Title, Inc., 547 F. Supp. 3d 585, 602–03 (E.D. Tex. 2021), aff’d sub nom. Providence Title Co. v. Fleming, No. 21-40578 (5th Cir. Jan. 19, 2023)
- Curtis v. Ziff Energy Grp., Ltd., 12 S.W.3d 114, 119 (Tex. App.—Houston [14th Dist.] 1999, no pet.)
- Vais Arms, Inc. v. Vais, 383 F.3d 287, 296 n.20 (5th Cir. 2004)
- Accruent, LLC v. Short, No. 1:17-CV-858-RP, 2018 WL 297614, at *4–7 (W.D. Tex. Jan. 4, 2018)
- Wright v. Sport Supply Grp., Inc., 137 S.W.3d 289, 298 (Tex. App.—Beaumont 2004, no pet.)
- Peat Marwick Main & Co. v. Haass, 818 S.W.2d 381, 386–87 (Tex. 1991)