### UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

# Larada Sciences, Inc. d/b/a Lice Clinics of America v. The MIH Group, LLC

Larada Sciences · No. 2:24-cv-00414-TS · Decided February 18, 2026

## SUMMARY

The United States District Court for the District of Utah denied Larada Sciences, Inc.'s motion for a preliminary injunction against The MIH Group, LLC. The court held that Larada failed to demonstrate likely irreparable harm, noting the speculative nature of the alleged injury and the substantial delay in seeking relief. The court also found that the remaining preliminary-injunction factors weighed against relief, including because the requested injunction would provide substantially all of the relief sought in the complaint.

## CASE DETAILS

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| COURT | United States District Court for the District of Utah |
| WRITING FOR THE COURT | Ted Stewart |
| JURISDICTION | United States District Court for the District of Utah |
| DECIDED | February 18, 2026 |
| DOCKET | 2:24-cv-00414-TS |
| DISPOSITION | other |
| PROCEDURAL POSTURE | Plaintiff moved for a preliminary injunction under Federal Rule of Civil Procedure 65 based on alleged breaches of franchise-related noncompetition, confidentiality, and proprietary-information covenants. The district court denied the motion. |
| STANDARD OF REVIEW | A preliminary injunction requires the movant to establish a substantial likelihood of success on the merits, irreparable harm absent relief, a balance of threatened injuries favoring the movant, and consistency with the public interest. Because preliminary injunctions are extraordinary remedies, the right to relief must be clear and unequivocal; where the requested injunction would provide essentially all relief sought at trial, the motion receives heightened scrutiny. |
| PRECEDENTIAL VALUE | Unknown; district-court memorandum decision |

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| **PARTIES** | Larada Sciences, Inc. d/b/a Lice Clinics of America v. The MIH Group, LLC |

## TOPICS

injunctions · contracts · commercial litigation · remedies · civil procedure

## PRACTICE AREAS

civil procedure · contracts · commercial litigation · remedies

## QUESTIONS PRESENTED

1. Whether Plaintiff established a likelihood of irreparable harm sufficient to support a preliminary injunction.
2. Whether Plaintiff established a substantial likelihood of success on the merits where the enforceability of the noncompetition provisions and Plaintiff's own performance under the Modification Agreement were disputed.
3. Whether the balance of hardships and the public interest favored issuance of the requested injunction.
4. Whether the requested injunction, which would provide essentially all relief sought in the complaint, required heightened scrutiny.

## HOLDINGS

1. Plaintiff failed to demonstrate likely irreparable harm because its assertions were conclusory and unsupported by evidence, the alleged economic injuries could generally be compensated by damages, and its prolonged delay in seeking relief undermined the claimed immediacy of the harm.
2. Plaintiff did not show that its right to relief was clear and unequivocal because the parties disputed the enforceability of the noncompetition provisions and whether Plaintiff had performed under the Modification Agreement.
3. The balance of hardships weighed against a preliminary injunction because Plaintiff's alleged harm was speculative and unsupported, while the proposed injunction could eliminate Defendant's business and require closure of its clinics.
4. The public interest did not favor injunctive relief because the requested order would interfere with a competitive marketplace, and the other preliminary-injunction factors weighed significantly against relief.
5. Heightened scrutiny applied because the requested preliminary injunction would provide essentially all the relief Plaintiff sought in its complaint.

## KEY QUOTATIONS

> *"[A] preliminary injunction is an extraordinary remedy; it is the exception rather than the rule."* (II)

> *“[B]ecause a showing of probable irreparable harm is the single most important prerequisite for the issuance of a preliminary injunction, the moving party must first demonstrate that such injury is likely before the other requirements for the issuance of a preliminary injunction will be considered.”* (II.A)

> *“Purely speculative harm will not suffice.”* (II.A)

> *“Without showing irreparable harm [Plaintiff] cannot obtain a preliminary injunction.”* (II.B)

### FACTUAL BACKGROUND

Larada Sciences operated lice-treatment clinics and franchised independent clinics using its devices, products, services, and branding. The parties entered franchise agreements, a consulting agreement, and a modification agreement containing confidentiality, noncompetition, and nonsolicitation provisions concerning the Michigan and Ohio clinics. After the franchise agreements expired, the defendant continued operating on a month-to-month interim basis and later notified Larada that it intended to terminate six franchise agreements and operate the clinics as Rapunzel’s Lice Boutiques without LCA co-branding. Larada alleged that the defendant was competing and using Larada’s proprietary information, trade secrets, and goodwill, but submitted no evidence that the defendant was currently using that information.

### PROCEDURAL HISTORY

Plaintiff filed the action in June 2024 seeking declaratory relief and a permanent injunction concerning franchise-agreement provisions. Plaintiff moved for a preliminary injunction on August 20, 2025; Defendant responded after stipulated extensions, and Plaintiff filed no reply. The court denied the motion after reviewing the briefing and determining that oral argument would not materially assist its decision.

### DISPOSITION

other

### CASES CITED

- Gen. Motors Corp. v. Urban Gorilla, LLC, 500 F.3d 1222, 1226 (10th Cir. 2007)
- Greater Yellowstone Coal. v. Flowers, 321 F.3d 1250, 1255–56, 1258 (10th Cir. 2003)
- GTE Corp. v. Williams, 731 F.2d 676, 678 (10th Cir. 1984)
- Beltronics USA, Inc. v. Midwest Inventory Distrib., LLC, 562 F.3d 1067, 1070 (10th Cir. 2009)
- Schrier v. Univ. of Colo., 427 F.3d 1253, 1258–59 (10th Cir. 2005)
- Dominion Video Satellite, Inc. v. Echostar Satellite Corp., 356 F.3d 1256, 1260 (10th Cir. 2004)
- RoDa Drilling Co. v. Siegal, 552 F.3d 1203, 1210 (10th Cir. 2009)
- Heideman v. S. Salt Lake City, 348 F.3d 1182, 1189 (10th Cir. 2003)
- Colo. Motor Carriers Assoc. v. Town of Vail, 153 F.4th 1052, 1066 (10th Cir. 2025)
- Fish v. Kobach, 840 F.3d 710, 753 (10th Cir. 2016)
- Bad Ass Coffee Co. v. JH Nterprises LLC, 636 F. Supp. 2d 1237, 1243 (D. Utah 2009)

- Gong v. P’ships & Unincorporated Assocs., No. 24 CV 2985, 2024 WL 5679176, at *3 (N.D. Ill. Nov. 26, 2024)
- First W. Cap. Mgmt. Co. v. Malamed, 874 F.3d 1136, 1143 (10th Cir. 2017)
- Siegel v. LePore, 234 F.3d 1163, 1176 (11th Cir. 2000)
- Prairie Band of Potawatomi Indians v. Pierce, 253 F.3d 1234, 1250 (10th Cir. 2001)
- Utah Med. Prod., Inc. v. Clinical Innovations Assocs., Inc., 79 F. Supp. 2d 1290, 1312 (D. Utah 1999), aff’d, 251 F.3d 171 (Fed. Cir. 2000)
- Klein-Becker USA, LLC v. Prod. Quest Mfg., Inc., 429 F. Supp. 2d 1248, 1259 (D. Utah 2005)
- Am. Phytotherapy Rsch. Lab’y, Inc. v. Impact Nutrition, Inc., 201 F. Supp. 2d 1145, 1151 (D. Utah 2002)

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