

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

Custom Courts, Inc., et al. v. Connor Sport Court International, LLC, et al.

No. 2:25-cv-1048-HCN, United States District Court for the District of Utah (April 13, 2026)

SUMMARY

The United States District Court for the District of Utah denied Plaintiffs’ motion for a temporary restraining order and preliminary injunction against Connor Sport Court International, LLC. The court concluded that Plaintiffs had not demonstrated a likelihood of success on their breach-of-contract claims because they failed to show substantial performance of contractual obligations requiring meetings to address performance shortfalls. The court therefore denied preliminary relief without addressing the remaining preliminary-injunction factors.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	Howard C. Nielson, Jr.
JURISDICTION	United States District Court for the District of Utah
DECIDED	April 13, 2026
DOCKET	2:25-cv-1048-HCN
DISPOSITION	denied
PROCEDURAL POSTURE	Plaintiffs moved for a temporary restraining order and preliminary injunction requiring reinstatement of terminated distributor contracts, continued access to ordering systems, and protection against termination of other distributor contracts.
STANDARD OF REVIEW	A party seeking preliminary injunctive relief must establish a likelihood of success on the merits, likely irreparable harm absent relief, a favorable balance of equities, and that an injunction is in the public interest. Each factor is a prerequisite, and failure to establish any one factor warrants denial.
PRECEDENTIAL VALUE	Unknown; memorandum decision and order from a federal district court, with no published reporter citation identified.

TOPICS

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breach of contract

anticipatory repudiation

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QUESTIONS PRESENTED

1. Whether plaintiffs demonstrated a likelihood of success on their breach-of-contract claims sufficient to obtain a temporary restraining order or preliminary injunction.
2. Whether plaintiffs showed substantial performance of contractual covenants requiring them to meet with Connor Sport Court to discuss performance shortfalls and corrective actions.
3. Whether plaintiffs' cancellation of scheduled individual meetings and proposal of a collective meeting constituted or supported an anticipatory breach or failure to perform their contractual obligations.

HOLDINGS

1. Plaintiffs failed to demonstrate a likelihood of success on the merits because they did not show that they had substantially performed their contractual obligations.
2. The requirement that distributors meet with Connor Sport Court to discuss performance shortfalls and corrective actions was a covenant creating a contractual duty to perform, not an uncertain condition precedent.
3. Plaintiffs' counsel's July 3 letter canceling scheduled individual meetings and proposing only a collective meeting likely constituted an anticipatory breach or otherwise demonstrated nonperformance of the contractual meeting covenants.
4. The court did not need to address irreparable harm, the balance of equities, or the public interest after plaintiffs failed to establish a likelihood of success on the merits.

KEY QUOTATIONS

“Preliminary injunctive relief—whether a temporary restraining order or a preliminary injunction—‘is an extraordinary remedy never awarded as of right.’”

“The court concludes that the Plaintiffs have failed to show that they are likely to establish that they performed their obligations under the contract, and thus that they have failed to demonstrate a likelihood of success on the merits of their claims for breach of contract.”

FACTUAL BACKGROUND

Plaintiffs were or had been exclusive residential or commercial distributors of Connor Sport Court products under separate distributor agreements. Connor Sport Court notified several plaintiffs of alleged performance shortfalls and required them to meet to discuss the shortfalls and corrective actions. Plaintiffs' counsel canceled scheduled individual meetings and proposed a collective meeting instead; Connor Sport Court later terminated several contracts after plaintiffs did not complete the cure process. Plaintiffs sought preliminary relief requiring reinstatement, continued ordering access, or protection from termination.

PROCEDURAL HISTORY

Plaintiffs sued defendants under the Lanham Act and Clayton Antitrust Act and asserted claims for breach of contract, tortious interference with contract, and breach of the implied covenant of good faith and fair dealing. They sought preliminary relief based solely on their breach-of-contract claims. The district court denied the motion after concluding that plaintiffs had not shown a likelihood of success on the merits because they had not demonstrated substantial performance of their contractual obligations.

DISPOSITION

denied

CASES CITED

- Schiermeyer ex rel. Blockchain Game Partners, Inc. v. Thurston, 697 F. Supp. 3d 1265, 1269 (D. Utah 2023)
- Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 20, 24 (2008)
- Aposhian v. Barr, 958 F.3d 969, 978 (10th Cir. 2020)
- Stuber v. Lucky's Auto Credit, LLC, 478 F. Supp. 3d 1205, 1208 (D. Utah 2020)
- Diné Citizens Against Ruining Our Env't v. Jewell, 839 F.3d 1276, 1281 (10th Cir. 2016)
- Village of Logan v. United States Dep't of Interior, 577 F. App'x 760, 766 (10th Cir. 2014)
- America W. Bank Members, L.C. v. State, 342 P.3d 224, 230–31 (Utah 2014)
- Larson v. Stauffer, 518 P.3d 175, 180 (Utah Ct. App. 2022)
- Schaede v. Boeing Co., 1995 WL 736464, at *1 (10th Cir. Dec. 13, 1995) (unpublished)
- Sil-Flo, Inc. v. SFHC, Inc., 917 F.2d 1507, 1513 (10th Cir. 1990)
- Mind & Motion Utah Investments, LLC v. Celtic Bank Corp., 367 P.3d 994, 997 (Utah 2016)
- Bautista v. Los Angeles County, 216 F.3d 837, 840 (9th Cir. 2000)
- McArthur v. State Farm Mut. Auto. Ins. Co., 274 P.3d 981, 987 (Utah 2012)
- Cobabe v. Stanger, 844 P.2d 298, 303 (Utah 1992)

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