

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
MASSACHUSETTS

**First-Citizens Bank & Trust Company v. Michael Onorato and CIBC
Private Wealth Advisors, Inc.**

First-Citizens Bank v. Onorato · No. 25-cv-11331-DJC · Decided March 23, 2026

SUMMARY

The United States District Court for the District of Massachusetts considers defendants' motion to dismiss claims arising from Michael Onorato's alleged solicitation of First Citizens clients and disclosure of confidential information after accepting employment with CIBC Private Wealth Advisors. The court applies Massachusetts law and holds that the non-solicitation agreement is plausibly valid and enforceable. The motion is allowed in part and denied in part as to the breach of contract claims, while the court dismisses several other claims in whole or in part, including the Defend Trade Secrets Act claim.

CASE DETAILS

COURT	United States District Court for the District of Massachusetts
WRITING FOR THE COURT	Denise J. Casper, Chief United States District Judge
JURISDICTION	United States District Court for the District of Massachusetts
DECIDED	March 23, 2026
DOCKET	25-cv-11331-DJC
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss First-Citizens Bank's complaint asserting breach of contract, tortious interference, trade-secret misappropriation, fiduciary-duty and loyalty claims, unjust enrichment, and unfair competition.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, disregards conclusory legal allegations, draws reasonable inferences in the plaintiff's favor, and determines whether the complaint plausibly narrates a claim for relief. The court may consider documents incorporated by reference, matters of public record, and facts susceptible to judicial notice.
PRECEDENTIAL VALUE	nonprecedential district court memorandum and order

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether First Citizens plausibly alleged that the Non-Solicitation Agreement was valid and enforceable under Massachusetts law.
2. Whether First Citizens plausibly alleged that Onorato breached the agreement's confidentiality, notice-period, and non-solicitation provisions.
3. Whether First Citizens plausibly alleged DTSA misappropriation of trade secrets through improper means.
4. Whether First Citizens plausibly alleged tortious interference with contractual relations against CIBC and Onorato.
5. Whether First Citizens plausibly alleged breach of loyalty and fiduciary duty, aiding and abetting, unjust enrichment, and unfair competition.

HOLDINGS

1. The complaint plausibly alleged that the Non-Solicitation Agreement was valid and enforceable under Massachusetts law. The Massachusetts choice-of-law provision governed; the alleged change from SVB to First Citizens did not establish mutual abandonment or rescission; and the Change of Control defense could not be resolved at the pleading stage because the governing severance plan was not before the court.
2. First Citizens failed to plausibly allege that Onorato shared confidential client names or contact information with CIBC, so the confidentiality-based portion of Count I was dismissed.
3. First Citizens plausibly alleged that Onorato breached the agreement's notice-period restrictions by allowing or participating in communications revealing his resignation and future CIBC employment to clients during the notice period.
4. First Citizens plausibly alleged that Onorato directly or indirectly solicited First Citizens clients to do business with CIBC, so the solicitation portion of Count I survived dismissal.
5. The DTSA claim was dismissed because First Citizens did not plausibly allege that Onorato obtained the client lists through improper means.
6. Count II against CIBC was dismissed because the complaint did not plausibly allege that CIBC knowingly induced Onorato to breach his agreement. Count IV was dismissed against CIBC for failure to allege improper motive or means, but survived against Onorato because the alleged solicitation violated his contractual obligations.

7. The complaint plausibly alleged that Onorato owed and breached duties of loyalty and fiduciary duty by soliciting First Citizens clients while still employed and during the notice period, causing alleged damages. Counts V and VI survived dismissal.
8. The aiding-and-abetting claim against CIBC was dismissed because the complaint did not plausibly allege that CIBC knew of Onorato's breach or actively participated in, substantially assisted, or encouraged it.
9. The unjust-enrichment claim was dismissed against CIBC because First Citizens did not allege that it directly conferred a benefit on CIBC, and against Onorato because First Citizens had an adequate remedy at law through its contract claim.
10. Count IX was dismissed because the complaint did not allege common-law palming off or consumer confusion, did not plausibly allege a Chapter 93A unfair or deceptive practice by CIBC, and principally alleged employment-contract conduct outside the scope of Chapter 93A as to Onorato without adequately pleading misappropriation.

KEY QUOTATIONS

“The relevant inquiry focuses on the reasonableness of the inference of liability that the plaintiff is asking the court to draw from the facts alleged.” (Section II)

“The key issue in this regard is “whether the employment agreement had been ‘mutually abandoned and rescinded,’” which depends upon the intention of the parties.” (Section V.A.2)

“Even if, arguendo, without deciding, these clients initiated these conversations with Onorato and Mullaney, “it may [still] be solicitation for [Onorato] to . . . otherwise encourage the client[s] to bring [their] business there.”” (Section V.A.3.c)

FACTUAL BACKGROUND

Onorato worked for First Citizens and its predecessors as a wealth advisor and Managing Director, managing client accounts and accessing confidential client information. He signed non-solicitation and confidentiality agreements, including a 2021 agreement requiring confidentiality, ninety days' notice of resignation, and restrictions on announcing future employment and soliciting First Citizens clients. After accepting a position with competing firm CIBC, Onorato gave notice and remained employed through the notice period; client communications allegedly indicated knowledge of his move to CIBC and transfers of accounts. First Citizens alleged that Onorato and CIBC solicited clients and misused confidential information.

PROCEDURAL HISTORY

First Citizens commenced the action on May 12, 2025 and moved for injunctive relief and expedited discovery. The court denied those motions on August 1, 2025. Defendants then moved to dismiss, and the court partially granted and partially denied that motion.

DISPOSITION

other

CASES CITED

- Hasan v. Educ. Comm'n for Foreign Med. Graduates, No. 24-cv-10438-DJC, 2024 WL 5008882, at *3 (D. Mass. Dec. 6, 2024)
- Ayoub v. CitiMortgage, Inc., No. 15-cv-13218-ADB, 2018 WL 1318919, at *8 (D. Mass. Mar. 14, 2018)
- Ocasio-Hernandez v. Fortuno-Burset, 640 F.3d 1, 12-13 (1st Cir. 2011)
- Schatz v. Republican State Leadership Comm., 669 F.3d 50, 55 (1st Cir. 2012)
- García-Catalán v. United States, 734 F.3d 100, 103 (1st Cir. 2013)
- Haley v. City of Bos., 657 F.3d 39, 46 (1st Cir. 2011)
- Morris v. Watsco, Inc., 385 Mass. 672, 674 (1982)
- Automile Holdings, LLC v. McGovern, 483 Mass. 797, 808 (2020)
- Oxford Global Resources, LLC v. Hernandez, 480 Mass. 462, 471 (2018)
- NuVasive, Inc. v. Day, 954 F.3d 439, 444 (1st Cir. 2020)
- Patriot Energy Grp., Inc. v. Kiley, No. SUCV2013-04177-BLS1, 2014 WL 880880, at *7 (Mass. Super. Ct. Feb. 26, 2014)
- Astro-Med, Inc. v. Nihon Kohden Am., Inc., 591 F.3d 1, 16-17 (1st Cir. 2009)
- Intertek Testing Servs. NA, Inc. v. Curtis-Strauss LLC, No. 98903F, 2000 WL 1473126, at *6 (Mass. Super. Ct. Aug. 8, 2000)
- Wash. Tr. Advisors, Inc. v. Arnold, 646 F. Supp. 3d 210, 217, 219 (D. Mass. 2022)
- Agero Admin. Serv. Corp. v. Campolo, 366 F. Supp. 3d 170, 174 (D. Mass. 2019)
- Watterson v. Page, 987 F.2d 1, 3 (1st Cir. 1993)
- Builder Servs. Grp., Inc. v. Harkins, No. 23-cv-11375, 2023 WL 4685943, at *4 (D. Mass. July 21, 2023)
- BioPoint, Inc. v. Attis, No. 20-cv-10118-RGS, 2020 WL 1446725, at *2 (D. Mass. Mar. 25, 2020)
- Bos. Centerless, Inc. v. DeSantis, No. 22-cv-11729-RGS, 2022 WL 16639138, at *1 (D. Mass. Nov. 2, 2022)
- DraftKings Inc. v. Hermalyn, 732 F. Supp. 3d 84, 119 (D. Mass. 2024)
- Optos, Inc. v. Topcon Med. Sys., Inc., 777 F. Supp. 2d 217, 240 (D. Mass. 2011)
- SpeedDee Worldwide, LLC v. Toppa, 729 F. Supp. 3d 125, 131 (D. Mass. Apr. 10, 2024)
- Psy-Ed Corp. v. Klein, 459 Mass. 697, 715 (2011)
- Dias v. Brigham Med. Assocs., Inc., 438 Mass. 317, 319-22 (2002)
- Dyer v. Steward Carney Hospital, Inc., No. 17-cv-11452, 2021 WL 4554083, at *5 (D. Mass. Oct. 5, 2021)
- Getman v. USI Holdings Corp., No. 05-cv-3286-BLS2, 2005 WL 2183159, at *4 (Mass. Super. Sept. 1, 2005)
- Grimes & Co., Inc. v. Carlson, No. 24-cv-11521-MRG, 2024 WL 5110193, at *6 (D. Mass. Dec. 12, 2024)
- Fid. Brokerage Servs., LLC v. Callinan, No. 1884-cv-02098-BLS1, 2019 WL 1576097, at *6-*7 (Mass. Super. Feb. 11, 2019)
- Blackstone v. Cashman, 448 Mass. 255, 260-62, 265, 270 (2007)
- Cavicchi v. Koski, 67 Mass. App. Ct. 654, 657 (2006)

- *Primarque Prods. Co. v. Williams W. & Witt's Prods. Co.*, No. 15-cv-30067-TSH, 2015 WL 10097150, at *1 (D. Mass. Nov. 18, 2015)
- *Hanover Ins. Co. v. Sutton*, 46 Mass. App. Ct. 153, 164 (1999)
- *Koch Acton, Inc. v. Koller*, No. 21-cv-10374-FDS, 2024 WL 1093001, at *10 (D. Mass. Mar. 13, 2024)
- *Sterling Research, Inc. v. Pietrobono*, No. 02-cv-40150-FDS, 2005 WL 3116758, at *10 (D. Mass. 2005)
- *Chelsea Industries, Inc. v. Gaffney*, 389 Mass. 1, 11 (1983)
- *People's Choice Mortg., Inc. v. Premium Cap. Funding, LLC*, No. 06-3958-BLS2, 2010 WL 1267373, at *12 (Mass. Super. Mar. 31, 2010)
- *Arcidi v. National Ass'n of Gov't Employees*, 447 Mass. 616, 623-24 (2006)
- *Doe v. Tenet Healthcare Corp.*, 731 F. Supp. 3d 142, 150 (D. Mass. Apr. 23, 2024)
- *Sacks v. Dissinger*, 488 Mass. 780, 789 (2021)
- *Infinity Fluids Corp. v. Gen. Dynamics Land Sys., Inc.*, 210 F. Supp. 3d 294, 309 (D. Mass. 2016)
- *Walgreen Co. v. Haseotes*, 778 F. Supp. 3d 264, 295 (D. Mass. 2025)
- *Mass. Eye & Ear Infirmary v. QLT Phototherapeutics, Inc. (II)*, 552 F.3d 47, 57 (1st Cir. 2009)
- *Tomasella v. Nestle USA, Inc.*, 962 F.3d 60, 83 (1st Cir. 2020)
- *Kazmaier v. Wooten*, 761 F.2d 46, 52 (1st Cir. 1985)
- *Pic Design Corp. v. Bearings Specialty Co.*, 436 F.2d 804, 807 (1st Cir. 1971)
- *Am. Tel. & Tel. Co. v. IMR Capital Corp.*, 888 F. Supp. 221, 246 (D. Mass. 1995)
- *Open Software Found., Inc. v. U.S. Fid. & Guar. Co.*, No. 98-cv-11177-GA, 2001 WL 1298878, at *6 (D. Mass. Aug. 16, 2001), *aff'd*, 307 F.3d 11 (1st Cir. 2002)
- *Cynosure, LLC v. Reveal Lasers LLC*, 793 F. Supp. 3d 315, 347 (D. Mass. 2025)
- *Anoush Cab, Inc. v. Uber Techs., Inc.*, 8 F.4th 1, 16 (1st Cir. 2021)
- *Morrison v. Toys "R" Us, Inc.*, 441 Mass. 451, 457 (2004)
- *Downing v. Omnicare, Inc.*, 299 F. Supp. 3d 218, 231 (D. Mass. 2017)
- *Scansoft, Inc.*, 2005 WL 6719813, at *5
- *Governo L. Firm LLC v. Am. Express Co.*, 487 Mass. 188, 195 (2021)
- *Specialized Tech. Resources, Inc. v. JPS Elastomerics Corp.*, 80 Mass. App. Ct. 841, 847 (2011)