

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MONTANA,
HELENA DIVISION

Leavitt Great West Insurance Services, LLC v. Krysta Theriault and
Alliant Insurance Services, Inc.

Leavitt Great West · No. CV 25-24-H-DLC · Decided April 6, 2026

SUMMARY

The United States District Court for the District of Montana denies Defendants Krysta Theriault and Alliant Insurance Services, Inc.’s motion to dismiss Leavitt Great West Insurance Services, LLC’s trade-secret claims. The Court holds that the complaint adequately alleges protectable trade-secret information, reasonable measures to maintain secrecy, sufficient particularity, and misappropriation under the Defend Trade Secrets Act and Montana Uniform Trade Secrets Act. The action also includes claims for breach of contract and tortious interference with contractual rights.

CASE DETAILS

COURT	United States District Court for the District of Montana, Helena Division
WRITING FOR THE COURT	Dana L. Christensen
JURISDICTION	United States District Court for the District of Montana, Helena Division
DECIDED	April 6, 2026
DOCKET	CV 25-24-H-DLC
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the trade-secret misappropriation claims in Leavitt's First Amended Complaint.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, views them in the light most favorable to the plaintiff, and asks whether the complaint contains sufficient factual matter to state a plausible claim for relief. The court generally considers only the pleadings but may consider documents on which the complaint necessarily relies when the complaint refers to the document, the document is central to the claim, and its authenticity is not disputed.

PRECEDENTIAL VALUE	Unknown; district court order with no published reporter citation or stated precedential designation.
PARTIES	Krysta Theriault, Alliant Insurance Services, Inc. v. Leavitt Great West Insurance Services, LLC

TOPICS

trade secret misappropriation trade secrets motions to dismiss commercial litigation civil procedure

PRACTICE AREAS

trade secrets trade secret misappropriation intellectual property commercial litigation civil procedure

QUESTIONS PRESENTED

1. Whether Leavitt adequately pleaded that the client-related information and book-of-business data qualified as information capable of protection as trade secrets under the DTSA and MUTSA.
2. Whether Leavitt adequately pleaded independent economic value, secrecy, and reasonable measures to maintain secrecy.
3. Whether Leavitt described the alleged trade secrets with sufficient particularity at the pleading stage.
4. Whether the complaint plausibly alleged misappropriation by Theriault through use or disclosure.
5. Whether the complaint plausibly alleged that Alliant acquired the trade secrets knowing or having reason to know that they were acquired through improper means.
6. Whether Counts III and IV should be dismissed under Rule 12(b)(6).

HOLDINGS

1. Leavitt adequately identified information capable of constituting trade secrets, including its book of business, client files, account information, customer purchasing histories, preferences, marketing leads, renewal data, quote statuses, and related account information. The allegations concerned data about client relationships rather than the relationships themselves.
2. Leavitt adequately pleaded that the identified information derived independent economic value from not being generally known or readily ascertainable and that Leavitt took reasonable measures to maintain its secrecy.
3. The public availability of individual components of an alleged trade-secret compilation did not compel dismissal because a compilation may remain protectable when its combination provides a competitive advantage.
4. The complaint described the alleged trade secrets with sufficient particularity to distinguish them from general knowledge and to give defendants notice of the boundaries of the alleged theft.
5. The complaint plausibly alleged that Theriault used and disclosed Leavitt's trade secrets without consent and in violation of her duty to maintain secrecy and limit use.

6. The complaint plausibly alleged that Alliant acquired Leavitt's trade secrets while knowing or having reason to know that Theriault acquired or disclosed them in breach of her duty of secrecy.

KEY QUOTATIONS

“The Court finds the Plaintiff has satisfied this burden.” (Discussion § II)

“Accordingly, for the reasons stated above, IT IS ORDERED that Defendants’ Motion to Dismiss (Doc. 20) is DENIED.” (Conclusion)

FACTUAL BACKGROUND

Leavitt employed Theriault from approximately June 2016 until May 17, 2024, when she joined competitor Alliant. Her employment agreement restricted her from pirating Leavitt accounts and disclosing confidential client information, and those restrictions continued for eighteen months after termination. During her final weeks, Theriault allegedly compiled and emailed herself information concerning at least sixteen clients, including producers, renewal dates, quote statuses, pending matters, and account action items. She also allegedly communicated with Client A on Alliant's behalf and facilitated the transfer of Client A's business from Leavitt to Alliant while still employed by Leavitt.

PROCEDURAL HISTORY

Leavitt filed its operative First Amended Complaint on April 15, 2025, asserting breach of contract, tortious interference with contractual rights, and trade-secret misappropriation claims under the Defend Trade Secrets Act and Montana Uniform Trade Secrets Act. Defendants moved to dismiss Counts III and IV for failure to state a claim. The court denied the motion without oral argument.

DISPOSITION

other

CASES CITED

- United States v. Corinthian Colleges, 655 F.3d 984, 998 (9th Cir. 2011)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555-59 (2007)
- Lazy Y Ranch Ltd. v. Behrens, 546 F.3d 580, 588 (9th Cir. 2008)
- Alta Devices, Inc. v. LG Electronics, Inc., 343 F. Supp. 3d 868, 880-82 (N.D. Cal. 2018)
- Weinberger v. 911 Datamaster, Inc., No. CV 18-134-M-DWM, 2019 WL 4170301, at *5 (D. Mont. Sept. 3, 2019)
- Genasys Inc. v. Vector Acoustics, LLC, 638 F. Supp. 3d 1125, 1153 (N.D. Cal. 2022)
- Quintara Biosciences, Inc. v. Ruifeng Biztech, Inc., 149 F.4th 1081, 1085, 1087-89 (9th Cir. 2025)
- InteliClear, LLC v. ETC Glob. Holdings, Inc., 978 F.3d 653, 657-58 (9th Cir. 2020)
- Oakwood Laboratories LLC v. Thanoo, 999 F.3d 892, 905-06, 910 (3d Cir. 2021)

- Calendar Research LLC v. StubHub, Inc., 2017 WL 10378336, at *3-*4 (C.D. Cal. Aug. 16, 2017)
- Fuhu, Inc. v. Toys "R" Us, Inc., 2013 WL 12097569, at *9 (S.D. Cal. Mar. 1, 2013)
- Arthur J. Gallagher & Co. v. Tarantino, 498 F. Supp. 3d 1155, 1171-72 (N.D. Cal. 2020)
- Allstate Insurance Company v. Fougere, 79 F.4th 172, 187, 189, 192 (1st Cir. 2023)
- Navigation Holdings, LLC v. Molavi, 445 F. Supp. 3d 69, 75-76 (N.D. Cal. 2020)
- Vendavo, Inc. v. Price f(x) AG, 2018 WL 1456697, at *4 (N.D. Cal. Mar. 23, 2018)
- Synopsys, Inc. v. ATopTech, Inc., 2013 WL 5770542, at *6 (N.D. Cal. Oct. 24, 2013)
- Negative, Inc. v. McNamara, 770 F. Supp. 3d 472 (E.D.N.Y. 2025)
- Robillard v. Opal Labs, Inc., 428 F. Supp. 3d 412, 452 (D. Or. 2020)
- AccuImage Diagnostics Corp. v. Terarecon, Inc., 260 F. Supp. 2d 941, 951 n.5 (N.D. Cal. 2003)
- Starr v. Baca, 652 F.3d 1202, 1216 (9th Cir. 2011)
- Global Refining Group, Inc. v. PMD Analysis Inc., 2023 WL 5733968, at *6 (S.D.N.Y. 2023)
- 7EDU Impact Academy Inc. v. You, 760 F. Supp. 3d 981, 993, 997 (N.D. Cal. 2024)
- Auris Health, Inc. v. Noah Med. Corp., 2023 WL 7284156, at *4-*5 (N.D. Cal. Nov. 3, 2023)
- Soo Park v. Thompson, 851 F.3d 910, 928 (9th Cir. 2017)
- API Americas Inc. v. Miller, 380 F. Supp. 3d 1141, 1148 (D. Kan. 2019)
- Bombardier Inc. v. Mitsubishi Aircraft Corp., 383 F. Supp. 3d 1169, 1182 (W.D. Wash. 2019)
- Diodes, Inc. v. Franzen, 260 Cal. App. 2d 244, 252, 67 Cal. Rptr. 19 (Cal. Ct. App. 1968)

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