

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

My Move Mortgage, LLC v. Stephanie Bevard

My Move Mortgage v. Bevard · No. 2:25-cv-00954-DBB-CMR · Decided March 11, 2026

SUMMARY

The United States District Court for the District of Utah granted in part and denied as moot in part Defendant Stephanie Bevard’s motion to dismiss. The court held that venue was improper under 28 U.S.C. § 1391(b)(2) because the substantial events underlying My Move Mortgage, LLC’s breach-of-contract and related claims occurred in Arkansas rather than Utah. The complaint was dismissed without prejudice, and the Rule 12(b)(6) motion was denied as moot.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	David Barlow
JURISDICTION	United States District Court for the District of Utah
DECIDED	March 11, 2026
DOCKET	2:25-cv-00954-DBB-CMR
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(3) to dismiss for improper venue and under Rule 12(b)(6) for failure to state a claim.
STANDARD OF REVIEW	On a Rule 12(b)(3) motion, the court examined the nature of the claims and the acts or omissions underlying them, then determined whether substantial events material to those claims occurred in the forum district. The court considered defendant's evidence to the extent it controverted the complaint's venue-related allegations. On a Rule 12(b)(6) motion, the court assessed the sufficiency of the complaint, accepting well-pleaded factual allegations as true but disregarding legal conclusions and conclusory recitals.
PRECEDENTIAL VALUE	Unknown

TOPICS

- venue
- motions to dismiss
- breach of contract
- employment contracts
- civil procedure

PRACTICE AREAS

civil procedure

contracts

employment law

commercial litigation

QUESTIONS PRESENTED

1. Whether venue was proper in the District of Utah under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to My Move's claims occurred there.
2. Whether the complaint failed to state a claim under Federal Rule of Civil Procedure 12(b)(6).

HOLDINGS

1. Venue was improper in the District of Utah because the acts and omissions with a close nexus to My Move's breach-of-contract and related claims occurred in Arkansas, not Utah.
2. The court declined to reach the merits of the Rule 12(b)(6) motion because dismissal for improper venue resolved the case and rendered the failure-to-state-a-claim motion moot.

KEY QUOTATIONS

“a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred”
(4)

“The parties’ choice not to include a venue provision should be honored, and the governing law provision should not be interpreted to supply one by implication.” (7)

“Defendant’s motion under Rule 12(b)(3) is granted. Defendant’s motion under Rule 12(b)(6) is denied as moot. Plaintiff’s complaint is dismissed without prejudice.” (9-10)

FACTUAL BACKGROUND

Stephanie Bevard worked for My Move Mortgage as a Branch Manager responsible for operations in Arkansas. Her employment agreement contained noncompetition, confidentiality, and post-termination pipeline restrictions and provided that Utah law governed the agreement. After Bevard and members of her team announced their intent to leave, My Move terminated its Arkansas employees; Bevard then persuaded Arkansas referral businesses to cancel their marketing agreements with My Move and enter agreements with a competitor. The alleged competition, use of confidential information, and interference with My Move's business relationships all occurred in Arkansas.

PROCEDURAL HISTORY

My Move Mortgage filed a diversity action alleging that former employee Stephanie Bevard breached an employment agreement and related obligations. Bevard moved to dismiss for improper venue and failure to state a claim. The court granted the Rule 12(b)(3) motion, denied the Rule 12(b)(6) motion as moot, and dismissed the complaint without prejudice.

DISPOSITION

dismissed

CASES CITED

- *Hancock v. Am. Tel. & Tel. Co.*, 701 F.3d 1248, 1260 (10th Cir. 2012)
- *Sutton v. Utah State Sch. for Deaf & Blind*, 173 F.3d 1226, 1236 (10th Cir. 1999)
- *Emps. Mut. Cas. Co. v. Bartile Roofs, Inc.*, 618 F.3d 1153, 1166 (10th Cir. 2010)
- *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 357 (2d Cir. 2005)
- *Jenkins Brick Co. v. Bremer*, 321 F.3d 1366, 1372 (11th Cir. 2003)
- *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)
- *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)
- *VDARE Found. v. Colorado Springs*, 11 F.4th 1151, 1158-59 (10th Cir. 2021)
- *Murphey v. Mid-Century Ins. Co.*, No. 13-2598, 2014 WL 2619073, at *7 (D. Kan. June 12, 2014)
- *Uffner v. La Reunion Francaise, S.A.*, 244 F.3d 38, 42 (1st Cir. 2001)
- *HME Providers, Inc. v. Heinrich*, 2010 WL 653920, at *3 (M.D. Fla. Feb. 18, 2010)
- *Woodke v. Dahm*, 70 F.3d 983, 985 (8th Cir. 1995)
- *Premier Grp., Inc. v. Bolingbroke*, No. 15-cv-01469, 2015 WL 4512313, at *6 (D. Colo. July 27, 2015)
- *Purple Innovations, LLC v. Honest Reviews, LLC*, No. 2:17-cv-138, 2017 WL 3172810, at *9 (D. Utah July 25, 2017)
- *GWB Inc. v. Global Crossing Telecommunications*, No. 2:07-cv-998, 2009 WL 1110335 (D. Utah Apr. 23, 2009)
- *Shannon's Rainbow, LLC v. Supernova Media, Inc.*, 683 F. Supp. 2d 1261 (D. Utah 2010)

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