

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO

Haarslev, Inc. v. Jeff Muir; JLM Management, LLC

Haarslev · No. 4:24-cv-00278-AKB · Decided February 18, 2026

SUMMARY

The United States District Court for the District of Idaho ruled on Defendants’ motion to dismiss Haarslev, Inc.’s First Amended Complaint. The court allowed Haarslev’s fraud and unjust enrichment claims to proceed, but dismissed its tortious interference with business expectancy claim without leave to amend. The court therefore granted in part and denied in part the motion to dismiss.

CASE DETAILS

COURT	United States District Court for the District of Idaho
WRITING FOR THE COURT	Amanda K. Brailsford
JURISDICTION	United States District Court for the District of Idaho
DECIDED	February 18, 2026
DOCKET	4:24-cv-00278-AKB
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's First Amended Complaint. The court granted the motion in part and denied it in part.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, draws reasonable inferences in the plaintiff's favor, disregards legal conclusions couched as factual allegations, and determines whether the nonconclusory allegations plausibly state a claim for relief. Fraud allegations must satisfy Rule 9(b)'s particularity requirement. Leave to amend should generally be granted unless the pleading could not possibly be cured by additional facts.
PRECEDENTIAL VALUE	unpublished district court memorandum decision and order

TOPICS

- motions to dismiss
- pleadings
- fraud
- commercial litigation
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Haarslev's newly added fraud claim was procedurally permissible and plausibly pleaded with the particularity required by Federal Rule of Civil Procedure 9(b).
2. Whether Haarslev plausibly pleaded intentional interference with a prospective business expectancy under Idaho law.
3. Whether Haarslev plausibly pleaded unjust enrichment where CMI and IME, rather than Haarslev directly, paid or conferred the alleged benefits on Defendants.
4. Whether further leave to amend the tortious interference claim would be futile.

HOLDINGS

1. The fraud claim could be included in the First Amended Complaint because the prior order granted leave to amend without limiting the amendment to particular deficiencies. Haarslev adequately pleaded the elements of Idaho fraud and alleged the circumstances of the alleged fraud with sufficient particularity under Rule 9(b).
2. Haarslev failed to state a plausible claim for intentional interference with business expectancy because it did not identify a valid business expectancy that was terminated or facts showing Defendants intentionally induced termination through conduct wrongful beyond the alleged interference itself.
3. Haarslev plausibly stated an unjust enrichment claim even though CMI and IME directly conferred the alleged benefits on Defendants, because Haarslev alleged that Defendants' own fraudulent and misleading conduct caused the payments and conferred the benefits.
4. Further amendment of the tortious interference with business expectancy claim would be futile, so Count Two was dismissed without leave to amend.

KEY QUOTATIONS

“a complaint must contain sufficient factual matter, accepted as true, to state a claim for relief that is plausible on its face.” (II)

“The mere pursuit of one’s own business purposes is not sufficient to support an inference of an improper motive to harm the plaintiff.” (III.B)

“Count Two of Haarslev’s First Amended Complaint is DISMISSED WITHOUT LEAVE TO AMEND.” (IV)

FACTUAL BACKGROUND

Haarslev designs, manufactures, sells, and installs equipment for food-related industries. It alleged that Jeff Muir, while associated with Christensen Machine, Inc. and later through JLM Management, conspired with Haarslev employee Michael Chapple to inflate invoices from Christensen Machine and Industrial Metal Enterprises. Haarslev alleged that it paid more than \$532,282 for goods it did not receive and that Muir and JLM

received salary, commissions, or other portions of the inflated amounts. Haarslev also alleged that the conduct caused it to refund money and spend resources addressing customer relationships.

PROCEDURAL HISTORY

The court had previously dismissed all claims in the original complaint and granted Haarslev leave to amend. Haarslev filed a First Amended Complaint adding a fraud claim and omitting its tortious interference with contract claim. Defendants moved to dismiss all claims in the amended pleading. The court allowed the fraud and unjust enrichment claims to proceed but dismissed the tortious interference with business expectancy claim without leave to amend.

DISPOSITION

other

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Manzarek v. St. Paul Fire & Marine Ins. Co., 519 F.3d 1025, 1030-31 (9th Cir. 2008)
- Moss v. U.S. Secret Serv., 572 F.3d 962, 969, 972 (9th Cir. 2009)
- Harris v. Amgen, Inc., 573 F.3d 728, 737 (9th Cir. 2009)
- Cook, Perkiss & Liehe, Inc. v. N. Cal. Collection Serv., Inc., 911 F.2d 242, 247 (9th Cir. 1990)
- Diaz v. Int'l Longshore & Warehouse Union, Loc. 13, 474 F.3d 1202, 1205 (9th Cir. 2007)
- Aspiazu v. Mortimer, 82 P.3d 830, 832 (Idaho 2003)
- Cafasso, U.S. ex rel. v. Gen. Dynamics C4 Sys., Inc., 637 F.3d 1047, 1055 (9th Cir. 2011)
- Temperance Ins. Exch. v. Coburn, 379 P.2d 1024, 1026 (Idaho 1963)
- Smith v. Wallace Nat'l Bank, 150 P. 21, 24 (Idaho 1915)
- Mut. Life Ins. Co. of N.Y. v. Hilton-Green, 241 U.S. 613, 623 (1916)
- Wesco Autobody Supply, Inc. v. Ernest, 243 P.3d 1069, 1081-82 (Idaho 2010)
- Syringa Networks, LLC v. Idaho Dep't of Admin., 305 P.3d 499, 509 (Idaho 2013)
- In re Ivie, 587 B.R. 729, 739 (Bankr. D. Idaho 2018)
- Lincoln Land Co., LLC v. LP Broadband, Inc., 408 P.3d 465, 469 (Idaho 2017)
- Stevenson v. Windermere Real Est./Cap. Grp., Inc., 275 P.3d 839, 842 (Idaho 2012)
- Farwest Steel Corp. v. Mainline Metal Works, Inc., 741 P.2d 58, 65 (Wash. Ct. App. 1987)
- In re Park W. Galleries, Inc., Mktg. & Sales Pracs. Litig., No. 09-2076, 2010 WL 2640237 (W.D. Wash. June 25, 2010)
- Nat'l Labor Rels. Bd. v. Calkins, 187 F.3d 1080, 1089 (9th Cir. 1999)
- Med. Recovery Servs., LLC v. Bonneville Billing & Collections, Inc., 336 P.3d 802, 806 (Idaho 2014)

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