

BOISE, WEDNESDAY, APRIL 2, 2025, AT 11:10 A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

INSURE IDAHO, LLC, an Idaho limited liability company,)	
)	
Plaintiff-Respondent-)	
Cross Appellant-Cross Respondent,)	Docket No. 49936
)	
v.)	
)	
CLAUDIA HORN, an individual,)	
)	
Defendant-Appellant-)	
Cross Respondent,)	
)	
and)	
)	
HENRY INSURANCE AGENCY, LLC, an Idaho limited liability company dba)	
INTEGRITY INSURANCE AGENCY,)	
)	
Defendant-Cross Respondent-)	
Cross Appellant.)	

Appeal from the District Court of the Fourth Judicial District of the State of Idaho, Ada County. Lynn G. Norton, District Judge.

Garrett Richardson, PLLC, Eagle, for Appellant/Cross Respondent Claudia Horn.

Givens Pursley, LLP, Boise, for Respondent/Cross-Appellant/Cross-Respondent Insure Idaho, LLC.

Holland & Hart, LLP, Boise, for Cross-Appellant/Cross-Respondent Henry Insurance Agency, LLC.

This case concerns a preliminary injunction enforcing a non-solicitation agreement and an order of contempt for a violation of the preliminary injunction. Claudia Horn sold insurance for Insure Idaho and was subject to a non-solicitation agreement, which restrained her from directly or indirectly soliciting Insure Idaho customers for the benefit of herself or another company. After Horn left Insure Idaho to work for Henry Insurance, several Insure Idaho customers opted to follow Horn with their business. Insure Idaho then sought a preliminary injunction preventing Horn and Henry Insurance from soliciting its clients, which the district court granted. After Horn assisted another former Insure Idaho customer in moving its business to Henry Insurance, the district court found Horn in contempt for violating the preliminary injunction; however, it dismissed Henry

Insurance from the contempt proceeding. Horn appealed the order of contempt; Henry Insurance and Insure Idaho each cross-appealed.

On appeal, both Horn and Henry Insurance assert that the district court erred in issuing the preliminary injunction. They argue that the district court applied the wrong legal standard to the term “solicit” and contend that Horn’s actions in merely accepting business from Insure Idaho customers did not fall within the term’s ambit. Horn likewise challenges the order of contempt, maintaining that she did not solicit any Insure Idaho customers in violation of the preliminary injunction. On cross appeal, Insure Idaho argues that the district court erred in dismissing Henry Insurance from the contempt proceeding. Insure Idaho also challenges the district court’s decision to award attorney fees to Henry Insurance, but not Insure Idaho, following the contempt trial.