

UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT

C.H. Robinson Worldwide, Inc. v. Traffic Tech, Inc.

C.H. Robinson · No. 24-3069 · Decided December 12, 2025

SUMMARY

The Eighth Circuit affirmed summary judgment for Traffic Tech, Inc. and former C.H. Robinson employees in litigation concerning restrictive covenants and alleged tortious interference with contractual relations. Applying Minnesota law, the court held that the customer non-solicitation covenant was overly broad and unenforceable. The court also held that the district court did not abuse its discretion in denying C.H. Robinson’s motion to voluntarily dismiss its claims against one former employee and Traffic Tech.

CASE DETAILS

COURT	United States Court of Appeals for the Eighth Circuit
WRITING FOR THE COURT	Grasz; Benton; Stras
JURISDICTION	United States Court of Appeals for the Eighth Circuit
DECIDED	December 12, 2025
DOCKET	24-3069
DISPOSITION	affirmed
PROCEDURAL POSTURE	Second appeal from the grant of summary judgment for Traffic Tech and the former employees, denial of C.H. Robinson's motion for summary judgment, and denial of C.H. Robinson's motion to voluntarily dismiss with prejudice claims against Peacock and Traffic Tech.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. A district court's decision whether to allow voluntary dismissal is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	Published Eighth Circuit opinion; precedential.
PARTIES	C.H. Robinson Worldwide, Inc. v. Traffic Tech, Inc., James Antobenedetto, Spencer Buckley, Wade Dossey, Brian Peacock, Dario Aguiñiga

TOPICS

restrictive covenants

noncompete agreements

employment contracts

appellate procedure

standard of review

PRACTICE AREAS

employment law

contracts

commercial litigation

appellate procedure

torts

QUESTIONS PRESENTED

1. Whether the customer non-solicitation restriction in the employees' employment agreements was enforceable under Minnesota law.
2. Whether the unenforceable restrictive covenant could support C.H. Robinson's tortious-interference claim against Traffic Tech.
3. Whether the district court abused its discretion by denying C.H. Robinson's motion to voluntarily dismiss with prejudice its claims against Peacock and the related claim against Traffic Tech.

HOLDINGS

1. Section IV(C)(1) of the restrictive covenants was overbroad and unenforceable under Minnesota law because it extended beyond solicitation of customers with whom the employees worked and covered virtually any person or entity that had conducted or potentially could conduct business with C.H. Robinson, while also lacking a geographic limit.
2. Because the restrictive covenants were unenforceable against the employees, they could not provide a contract supporting C.H. Robinson's tortious-interference claim against Traffic Tech.
3. The district court did not abuse its discretion by denying C.H. Robinson's motion to voluntarily dismiss with prejudice its claims against Peacock and the related claim against Traffic Tech.

KEY QUOTATIONS

“The test applied is whether or not the restraint is necessary for the protection of the business or good will of the employer, and if so, whether the stipulation has imposed upon the employee any greater restraint than is reasonably necessary to protect the employer’s business, regard being had to the nature and character of the employment, the time for which the restriction is imposed, and the territorial extent of the locality to which the prohibition extends.” (at 5)

“The language of § IV(C)(1) is so broad that, at its ends, it could be enforced against an Employee who “engage[s]” with “anyone” that “potentially could conduct business with” C.H. Robinson.” (at 7)

FACTUAL BACKGROUND

C.H. Robinson and Traffic Tech compete in the logistics business. Five former C.H. Robinson employees went to work for Traffic Tech, and C.H. Robinson alleged that they violated employment agreements containing customer non-solicitation and business-interference restrictions. The agreements broadly covered business partners and prospective business partners, imposed no geographic limit, and restricted various forms of direct or indirect business contact for two years after employment ended.

PROCEDURAL HISTORY

C.H. Robinson sued former employees and Traffic Tech for breach of restrictive covenants and tortious interference with contractual relationships. The district court initially granted summary judgment to defendants under California law, but the Eighth Circuit reversed and remanded, holding that Minnesota law governed the agreements for the employees other than Peacock and directing further analysis of enforceability and the claims. On remand, the district court held the restrictive covenants unenforceable under Minnesota law as to four employees and void under California law as to Peacock, declined to sever or modify the covenants, granted defendants summary judgment, and denied C.H. Robinson's voluntary-dismissal motion.

DISPOSITION

affirmed

CASES CITED

- C.H. Robinson Worldwide, Inc. v. Traffic Tech, Inc., 60 F.4th 1144, 1148, 1150 (8th Cir. 2023)
- Travelers Prop. Cas. Ins. Co. of Am. v. Nat'l Union Ins. Co. of Pittsburg, 621 F.3d 697, 707 (8th Cir. 2010)
- Medtronic, Inc. v. Gibbons, 684 F.2d 565, 568 (8th Cir. 1982)
- Bennett v. Storz Broad. Co., 134 N.W.2d 892, 898-900 (Minn. 1965)
- Webb Pub. Co. v. Fosshage, 426 N.W.2d 445, 450 (Minn. Ct. App. 1988)
- Overholt Crop Ins. Serv. Co. v. Bredeson, 437 N.W.2d 698, 703-04 (Minn. App. 1989)
- Prow v. Medtronic, Inc., 770 F.2d 117, 119, 121 (8th Cir. 1985)
- Qwest Commc'ns Co., LLC v. Free Conferencing Corp., 905 F.3d 1068, 1073 (8th Cir. 2018)
- Morrow v. United States, 47 F.4th 700, 703 (8th Cir. 2022)
- Crawford v. F. Hoffman-La Roche Ltd., 267 F.3d 760, 763 (8th Cir. 2001)
- Graham v. Mentor Worldwide LLC, 998 F.3d 800, 804-05 (8th Cir. 2021)
- Hamm v. Rhone-Poulenc Rorer Pharms., Inc., 187 F.3d 941, 950 (8th Cir. 1999)
- SnugglyCat, Inc. v. Opfer Commc'ns, Inc., 953 F.3d 522, 528 (8th Cir. 2020)