

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Goodway Group, Inc. v. Rachel Pakzadeh

No. 24-cv-2528-EFM (D. Kan. Mar. 27, 2026) · No. 24-cv-2528-EFM · Decided March 30, 2026

SUMMARY

The United States District Court for the District of Kansas granted Rachel Pakzadeh’s motion for summary judgment and denied Goodway Group, Inc.’s cross-motion in a dispute concerning alleged breaches of confidentiality and non-solicitation provisions in an employment agreement. The court held that Goodway failed to establish irreparable harm or that the balance of harms favored an injunction, and that its requested employment injunction was not narrowly tailored. The court also concluded that the contractual non-solicitation period had expired and that the requested injunctive relief was moot, closing the case.

CASE DETAILS

COURT	United States District Court for the District of Kansas
WRITING FOR THE COURT	Eric F. Melgren
JURISDICTION	United States District Court for the District of Kansas
DECIDED	March 30, 2026
DOCKET	24-cv-2528-EFM
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed cross-motions for summary judgment in Goodway's action alleging that its former employee breached confidentiality and non-solicitation provisions of an employment agreement. Goodway sought only injunctive relief.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. On a claim for which the movant bears the trial burden, the movant must show that no reasonable trier of fact could find for the opposing party; on a claim for which the movant does not bear that burden, the movant may identify a lack of evidence on an essential element. For permanent injunctive relief, the plaintiff must establish actual success on the merits, irreparable harm, a favorable balance of harms, and that the injunction would not adversely affect the public interest. The court must view each cross-motion in the light most favorable to the nonmoving party.

TOPICS

injunctions

summary judgment

restrictive covenants

breach of contract

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Goodway established irreparable harm sufficient to obtain permanent injunctive relief.
2. Whether the balance of harms favored issuing an injunction barring Pakzadeh from working for AI Digital for one year.
3. Whether Goodway's proposed injunction was narrowly tailored to the alleged contractual harm.
4. Whether Goodway's requested enforcement of the one-year non-solicitation restriction was moot after the restriction expired and Pakzadeh ceased contact with the accounts at issue.
5. Whether Pakzadeh was entitled to summary judgment on Goodway's request for injunctive relief and whether Goodway's cross-motion should be denied.

HOLDINGS

1. Goodway failed to establish irreparable harm because its conclusory assertions concerning loss of goodwill, competitive advantage, and confidential information were unsupported by evidence, and the undisputed record did not show that Pakzadeh or AI Digital used Goodway's confidential information or that any account was lured away.
2. Goodway failed to show that the harm it would suffer without an injunction outweighed the harm an injunction would impose on Pakzadeh.
3. Goodway's proposed injunction barring Pakzadeh from working for AI Digital exceeded the employment agreement's restrictions and was not narrowly tailored to the harm shown.
4. Goodway's request for an injunction enforcing the non-solicitation provision was moot because the one-year restriction had expired, Pakzadeh had not contacted the relevant accounts for more than a year, and the agreement contained no provision authorizing equitable extension of the restriction after breach.

KEY QUOTATIONS

"In fashioning a permanent injunction, the court must tailor the remedy narrowly to conform to the harm shown."

"The non-solicitation period in the Employment Agreement has expired, and Pakzadeh has not had any contact with the accounts in question for over a year."

FACTUAL BACKGROUND

Pakzadeh worked for Goodway from 2012 until September 13, 2024, under an employment agreement containing confidentiality and one-year non-solicitation restrictions. Shortly before leaving, she sent certain health-check and client-survey documents to prospective employer AI Digital and copied her Goodway desktop to a USB device, later deleting a folder containing Goodway documents after Goodway demanded preservation. After joining AI Digital, she interacted with personnel associated with several Goodway clients, but AI Digital removed her from the relevant correspondence on December 11, 2024, and the record showed no subsequent contact with those accounts. Goodway sought an injunction rather than monetary damages.

PROCEDURAL HISTORY

Goodway filed suit on November 15, 2024, asserting two breach-of-contract claims against Pakzadeh and seeking an injunction barring her from working for AI Digital for one year. The parties filed cross-motions for summary judgment. The court granted Pakzadeh's motion as to Goodway's request for injunctive relief, denied Goodway's motion, declined to reach the underlying breach-of-contract and spoliation issues, and closed the case.

DISPOSITION

other

CASES CITED

- Fed. R. Civ. P. 56(a)
- Haynes v. Level 3 Commc'ns, LLC, 456 F.3d 1215, 1219 (10th Cir. 2006)
- Bennett v. Quark, Inc., 258 F.3d 1220, 1224 (10th Cir. 2001)
- Leone v. Owsley, 810 F.3d 1149, 1153 (10th Cir. 2015)
- Adler v. Wal-Mart Stores, Inc., 144 F.3d 664, 671 (10th Cir. 1998)
- Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986)
- Garrison v. Gambro, Inc., 428 F.3d 933, 935 (10th Cir. 2005)
- Simms v. Okla. ex rel. Dep't of Mental Health & Substance Abuse Servs., 165 F.3d 1321, 1326 (10th Cir. 1999)
- Mitchell v. City of Moore, 218 F.3d 1190, 1197 (10th Cir. 2000)
- LifeWise Master Funding v. Telebank, 374 F.3d 917, 927 (10th Cir. 2004)
- N. Tex. Prod. Credit Ass'n v. McCurtain Cty. Nat'l Bank, 222 F.3d 800, 806 (10th Cir. 2000)
- Buell Cabinet Co. v. Sudduth, 608 F.2d 431, 433 (10th Cir. 1979)
- Berges v. Standard Ins. Co., 704 F. Supp. 2d 1149, 1155 (D. Kan. 2010)
- Banner Bank v. First Am. Title Ins. Co., 916 F.3d 1323, 1326 (10th Cir. 2019)
- Roman Cath. Archdiocese of Kansas City in Kansas v. City of Mission Woods, 385 F. Supp. 3d 1171, 1173-74 (D. Kan. 2019)
- Fisher v. Okla. Health Care Auth., 335 F.3d 1175, 1180 (10th Cir. 2003)
- Prairie Band Potawatomi Nation v. Wagon, 476 F.3d 818, 822 (10th Cir. 2007)

- Garrison v. Baker Hughes Oilfield Operations, Inc., 287 F.3d 955, 962 (10th Cir. 2002)
- RoDa Drilling Co. v. Siegal, 552 F.3d 1203, 1210 (10th Cir. 2009)
- Greater Yellowstone Coal. v. Flowers, 321 F.3d 1250, 1258 (10th Cir. 2003)
- Heideman v. S. Salt Lake City, 348 F.3d 1182, 1189 (10th Cir. 2003)
- Wisc. Gas Co. v. FERC, 758 F.2d 669, 674 (D.D.C. 1985)
- Advisors Excel, LLC v. Zagula Kaye Consulting, LLC, 2015 WL 736344, at *3 (D. Kan. Feb. 20, 2015)
- Dominion Video Satellite, Inc. v. Echostar Satellite Corp., 356 F.3d 1256, 1264 (10th Cir. 2004)
- Dominion Video Satellite, Inc. v. Echostar Satellite Corp., 356 F.3d 1256, 1261 (10th Cir. 2004)
- Courtney v. Safelite Glass Corp., 811 F. Supp. 1466, 1473-74 (D. Kan. 1992)
- Vinculum, Inc. v. Goli Techs., LLC, 310 A.3d 231, 250 (Pa. 2024)
- Synthes USA Sales, LLC v. Harrison, 2014 WL 11210394, at *17 (Pa. Com. Pl. May 19, 2014)