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VonDeylen v. Aptive Environmental LLC: Eighth Circuit Compels Arbitration of Litigation Arising After Contractual Relationship Expired

by Michele Floyd

The Eighth Circuit recently addressed whether a broadly worded arbitration provision could encompass claims that arose after a contractual relationship ended in *VonDeylen v. Aptive Environmental, LLC Defendant*, No. 24-3578, 2026 WL 621880 (8th Cir. Mar. 5, 2026). It found that it could, reversing the District Court's conclusion to the contrary.

The claims in *VonDeylen* arose more than two years after the contractual relationship between plaintiff and Adaptive Environmental LLC ended. Plaintiff executed a service agreement with Aptive Environmental for pest control services in 2020, which included a broad arbitration provision. The parties' contractual relationship ended the following year, in January 2021. More than two years later, Plaintiff received several text messages from Aptive—including messages about autopay and service appointments—which she alleged violated the federal Telephone Consumer Protection Act, as well as her privacy rights under Minnesota law, in a putative class action complaint filed in federal court.

Because the arbitration provision delegated "disputes regarding the scope and enforceability of this arbitration provision" to the court, the District Court set about to resolve the issue of scope. *VonDeylen v. Aptive Environmental, LLC Defendant*, No. 24-2051(DWF/DJF), 2024 WL 5040924, at *1 (D. Minn. Dec. 9, 2024). The arbitration provision broadly covered "any controversy, dispute[,] or claim ... arising out of or relating to this Agreement, or the services performed by Aptive under this Agreement or any other agreement, or the relationship between [Plaintiff] and Aptive resulting from any of the foregoing." 2024 WL 5040924, at *1. Despite the breadth of the arbitration provision, the District Court denied Aptive's motion to compel arbitration, finding that because the text messages were sent more than two years after the parties' commercial relationship ended, plaintiff's claims were not sufficiently connected to the agreement or the services to require arbitration. *Id.* at *3.

The Eighth Circuit reversed. First, the appellate court noted that the "arising out of or relating to" language used in the arbitration agreement was "the broadest language the parties could reasonably use" and meant that the claim was arbitrable as long as it had some logical connection to the contractual relationship. 2026 WL 621880 *1. It then found that the claims had a clear connection to the contractual relationship because the texts were about autopay, account closure, and even mistaken service appointments—all matters contemplated by the service agreement. *Id.* Last, the Court noted that the arbitration agreement explicitly survived termination such that the parties contemplated disputes

arising after the contract terminated to be subject to arbitration. *Id.* at *2.

VonDeylen confirms that words matter. Broad, survival-inclusive arbitration clauses can sweep post-termination disputes into arbitration so long as they logically "relate to" the parties' prior contractual relationship. The Eighth Circuit's decision therefore underscores the importance of precise drafting, given that courts will enforce the plain language of arbitration agreements.