

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

LCS Capital, LLC v. Consuegra & Duffy, PLLC

LCS Capital · No. 25-cv-04126-PAB-KAS · Decided May 6, 2026

SUMMARY

The United States District Court for the District of Colorado denied plaintiffs’ motion to remand and defendant’s motion to transfer venue. The court held that the defendant, a separate Florida entity, was not bound by the forum-selection clause in a retainer agreement executed by its predecessor entity. The court nevertheless found that the plaintiff’s choice of forum and other considerations weighed against transferring the case to the Middle District of Florida.

CASE DETAILS

COURT	United States District Court for the District of Colorado
WRITING FOR THE COURT	Philip A. Brimmer
JURISDICTION	United States District Court for the District of Colorado
DECIDED	May 6, 2026
DOCKET	25-cv-04126-PAB-KAS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs sued Defendant in Colorado state court for breach of contract, negligence, and violation of the Florida Rules of Professional Conduct. Defendant removed the action based on diversity jurisdiction and moved to transfer it to the Middle District of Florida. Plaintiffs moved to remand based on the retainer agreement's forum-selection clause.
STANDARD OF REVIEW	Removal jurisdiction is strictly construed, and a federal court must remand if it lacks subject-matter jurisdiction. A motion to transfer under 28 U.S.C. § 1404(a) is committed to the district court's discretion and requires an individualized, case-by-case consideration of convenience and fairness.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- venue
- civil procedure
- contracts
- contract interpretation
- commercial litigation

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether Consuegra & Duffy, PLLC was bound by the retainer agreement's exclusive Colorado forum-selection clause even though it was not a party to the agreement.
2. Whether the action should be remanded to Colorado state court based on that forum-selection clause.
3. Whether the action should be transferred to the United States District Court for the Middle District of Florida under 28 U.S.C. § 1404(a).

HOLDINGS

1. Florida law governs whether Consuegra & Duffy is bound by the retainer agreement because the agreement was executed in Florida and Colorado choice-of-law rules apply the law of the place where the contract was made to issues concerning a contract's construction, validity, and effect.
2. Consuegra & Duffy was not a successor to the Law Offices and was not bound by the retainer agreement's forum-selection clause.
3. Consuegra & Duffy's continued performance under the retainer agreement did not bind it to the agreement or its forum-selection clause because Consuegra & Duffy was not a party to the agreement.
4. Remand was not required because the forum-selection clause was not enforceable against Consuegra & Duffy, and Plaintiffs conceded that diversity jurisdiction existed.
5. Transfer was not warranted because Defendant failed to show that the private and public-interest factors made Colorado sufficiently inconvenient or that the interests of justice favored transfer.
6. The court would not consider Defendant's argument that Florida courts had exclusive jurisdiction because Defendant raised it for the first time in its reply brief.

KEY QUOTATIONS

"Federal district courts must strictly construe their removal jurisdiction." (Section II.A)

"Thus, the Court finds that Consuegra & Duffy is not a successor of the Law Offices." (Section III.A.2)

"Accordingly, Consuegra & Duffy is not subject to the exclusive forum clause of the retainer agreement, and the Court will therefore deny the motion to remand." (Section III.A.3)

"Finally, even though it is not enforceable against Consuegra & Duffy, the retainer agreement's forum selection clause supports litigating this action in Colorado." (Section III.B)

FACTUAL BACKGROUND

LCS Financial Services Corporation entered into a local-counsel retainer agreement with the Law Offices of Daniel C. Consuegra, P.L., and the agreement contained Colorado choice-of-law and exclusive Colorado forum-selection clauses. Consuegra & Duffy, PLLC was formed later as a separate Florida entity; it did not acquire the

Law Offices' assets or assume its liabilities, although it used the Law Offices' name as a DBA and continued performing under the retainer agreement. Plaintiffs sued Consuegra & Duffy after allegedly learning that the new entity had not been disclosed, and Defendant removed the action and sought transfer to Florida.

PROCEDURAL HISTORY

Plaintiffs filed suit in Colorado state court on November 20, 2025, and served Defendant on November 25, 2025. Defendant removed the action to the District of Colorado on December 23, 2025. The district court denied Plaintiffs' motion to remand and Defendant's motion to transfer venue and stay the responsive pleading deadline.

DISPOSITION

other

CASES CITED

- Nicodemus v. Union Pac. Corp., 318 F.3d 1231, 1235 (10th Cir. 2003)
- Env't. Remediation Holding Corp. v. Talisman Cap. Opportunity Fund, L.P., 106 F. Supp. 2d 1088, 1092 (D. Colo. 2000)
- Cunningham v. BHP Petroleum Great Britain PLC, 427 F.3d 1238, 1245 (10th Cir. 2005)
- Stewart Org., Inc. v. Ricoh Corp., 487 U.S. 22, 29 (1988)
- Van Dusen v. Barrack, 376 U.S. 612, 622 (1964)
- Wolf v. Gerhard Interiors, Ltd., 399 F. Supp. 2d 1164, 1166 (D. Colo. 2005)
- Chrysler Credit Corp. v. Country Chrysler, Inc., 928 F.2d 1509, 1515 (10th Cir. 1991)
- Precision Fitness Equip. of Pompano Beach, Inc. v. Nautilus, Inc., No. 08-cv-01228-CMA-KLM, 2010 WL 551404, at *3 (D. Colo. Feb. 11, 2010)
- In re Est. of Loflin, 81 P.3d 1112, 1114 (Colo. App. 2003)
- Borroel v. Lakeshore, Inc., 618 F. Supp. 354, 360 (D. Colo. 1985)
- Krogen Exp. Yachts, LLC v. Nobili, 947 So. 2d 581, 582-83 (Fla. Dist. Ct. App. 2007)
- Bernard v. Kee Manufacturing Co., 409 So. 2d 1047, 1049 (Fla. 1982)
- Hagstrom v. Co.Fe.Me. USA Marine Exhaust, LLC, 322 So. 3d 145, 148 (Fla. Dist. Ct. App. 2021)
- Rudder v. Herriman, No. 15-cv-01142-CBS, 2015 WL 7075403, at *1 (D. Colo. Nov. 13, 2015)
- William A. Smith Contracting Co. v. Travelers Indem. Co., 467 F.2d 662, 664 (10th Cir. 1972)
- Scheidt v. Klein, 956 F.2d 963, 966 (10th Cir. 1992)
- Emps. Mut. Cas. Co. v. Bartile Roofs, Inc., 618 F.3d 1153, 1169 (10th Cir. 2010)
- Gutierrez v. Cobos, 841 F.3d 895, 902 (10th Cir. 2016)
- Young v. Dollar Tree Stores, Inc., No. 11-cv-01840-REB-MJW, 2012 WL 3705010, at *1 (D. Colo. Aug. 24, 2012)