

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT

Cofine, S.A.P.I. de C.V., SOFOM E.N.R. v. Robert Sean McNish

Cofine v. McNish · No. 3:25-CV-00475 (SVN) · Decided February 9, 2026

SUMMARY

The United States District Court for the District of Connecticut considers a breach-of-contract action brought by Cofine against Robert Sean McNish, who allegedly guaranteed loans made to McNish Marketing, Ltd. The court denies dismissal under Federal Rule of Civil Procedure 12(b)(7), holding that McNish Marketing is neither a necessary nor indispensable party. The court nevertheless dismisses the action on forum non conveniens grounds, concluding that Mexico provides an adequate alternative forum and that the relevant private and public factors favor litigation there.

CASE DETAILS

COURT	United States District Court for the District of Connecticut
WRITING FOR THE COURT	Sarala V. Nagala
JURISDICTION	United States District Court for the District of Connecticut
DECIDED	February 9, 2026
DOCKET	3:25-CV-00475 (SVN)
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved to dismiss under Federal Rule of Civil Procedure 12(b)(7) for failure to join an indispensable party and, alternatively, under the doctrine of forum non conveniens. The court denied the Rule 12(b)(7) ground but granted dismissal on forum non conveniens grounds.
STANDARD OF REVIEW	For the Rule 12(b)(7) motion, the court accepted the complaint's factual allegations as true, drew inferences in favor of the nonmoving party, and could consider evidence outside the pleadings. Forum non conveniens dismissal was reviewed under the district court's broad discretionary authority and the Second Circuit's three-step framework.
PRECEDENTIAL VALUE	unknown

TOPICS

- forum non conveniens
- joinder
- motions to dismiss
- civil procedure
- breach of contract

PRACTICE AREAS

civil procedure

commercial litigation

contracts

QUESTIONS PRESENTED

1. Whether McNish Marketing, Ltd., S.A. de C.V. was a necessary party under Federal Rule of Civil Procedure 19(a) because Cofine sought to recover loan obligations for which MML was the borrower.
2. Whether MML was an indispensable party under Federal Rule of Civil Procedure 19(b), such that the action had to be dismissed because MML could not be joined without destroying complete diversity.
3. Whether the action should be dismissed under forum non conveniens because Mexico provided an adequate alternative forum and the private and public interest factors favored litigation there.

HOLDINGS

1. MML was not a necessary party because the court could afford complete monetary relief against McNish alone, MML had no legally cognizable interest that would be impaired by the action, and McNish was not exposed to a substantial risk of multiple or inconsistent obligations.
2. MML was not an indispensable party. Joint obligors are generally not indispensable to an action against the other joint obligor, and the Rule 19(b) factors independently supported proceeding without MML.
3. The action was dismissed under forum non conveniens because Mexico was an adequate alternative forum and the balance of private and public interest factors tilted heavily in favor of litigating there.

KEY QUOTATIONS

“For the reasons explained below, the Court holds that Cofine did not fail to join an indispensable party, but grants McNish’s motion to dismiss on forum non conveniens grounds.”

“Because the relevant private and public factors weigh in favor of resolution in the Mexican courts, the Court grants McNish’s motion to dismiss on forum non conveniens grounds.”

FACTUAL BACKGROUND

Cofine, a Mexican corporation, made three loans in 2023 to McNish Marketing, Ltd., S.A. de C.V., another Mexican company. Robert Sean McNish, who resides in Connecticut, allegedly signed the loan documents as guarantor and joint obligor and agreed to be jointly and severally liable for repayment. The loan agreements and related guaranty were governed by Mexican law and selected Mexican courts, while real property in Mexico secured some of the obligations. MML allegedly defaulted, and Cofine demanded more than MX\$34 million from McNish.

PROCEDURAL HISTORY

Cofine filed a breach of contract action against Robert Sean McNish, alleging that he was jointly and severally liable as guarantor and joint obligor for loans made to McNish Marketing, Ltd., S.A. de C.V. McNish moved to dismiss, arguing that the borrower, MML, was a necessary and indispensable party whose joinder would destroy diversity jurisdiction, and that Mexico was the more appropriate forum. The court held that MML was neither

necessary nor indispensable, but dismissed the action because the private and public interest factors favored litigation in Mexico.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Viacom International, Inc. v. Kearney, 212 F.3d 721, 724-25 (2d Cir. 2000)
- MasterCard International Inc. v. Visa International Service Association, Inc., 471 F.3d 377, 385, 387 (2d Cir. 2006)
- American Trucking Association, Inc. v. New York State Thruway Authority, 795 F.3d 351, 357 (2d Cir. 2015)
- Kulwicki v. Aetna Life Insurance Co., 720 F. Supp. 3d 108, 111 n.1, 112, 115-16 (D. Conn. 2024)
- Tross v. Ritz Carlton Hotel Co., LLC, 928 F. Supp. 2d 498, 507 n.9 (D. Conn. 2013)
- Global Discount Travel Services, LLC v. Trans World Airlines, Inc., 960 F. Supp. 701, 708 (S.D.N.Y. 1997)
- Yamaha Motor Corp. v. Ferrarotti, 242 F.R.D. 178, 183 n.4 (D. Conn. 2007)
- Greenleaf v. Safeway Trails, 140 F.2d 889, 890 (2d Cir. 1944)
- Universal Reinsurance Co. v. St. Paul Fire & Marine Insurance Co., 312 F.3d 82, 87-88 (2d Cir. 2002)
- Newman-Green, Inc. v. Alfonzo-Larrain, 490 U.S. 826, 838 (1989)
- Holland v. Fahnestock & Co., 210 F.R.D. 487, 494 (S.D.N.Y. 2002)
- Provident Tradesmens Bank & Trust Co. v. Patterson, 390 U.S. 102, 109-11 (1968)
- Federal Insurance Co. v. SafeNet, Inc., 758 F. Supp. 2d 251, 260 (S.D.N.Y. 2010)
- Carey v. Bayerische Hypo-Und Vereinsbank AG, 370 F.3d 234, 237-38 (2d Cir. 2004)
- Olin Holdings Ltd. v. State, 73 F.4th 92, 109-10 (2d Cir. 2023)
- Abdullahi v. Pfizer, Inc., 562 F.3d 163, 189 (2d Cir. 2009)
- Scottish Air International Inc. v. British Caledonian Group, PLC, 81 F.3d 1224, 1232 (2d Cir. 1996)
- Iragorri v. United Technologies Corp., 274 F.3d 65, 71-72 (2d Cir. 2001)
- Piper Aircraft Co. v. Reyno, 454 U.S. 235, 256 (1981)
- Florian v. Danaher Corp., No. 3:00-CV-897 (CFD), 2001 WL 1504493, at *1 (D. Conn. Nov. 20, 2001)
- Capital Currency Exchange, N.V. v. National Westminster Bank PLC, 155 F.3d 603, 609 (2d Cir. 1998)
- Star Colbert v. Dougan, 724 F. Supp. 3d 304, 329, 336 (S.D.N.Y. 2024)
- Shtofmakher v. David, No. 14-CV-6934, 2015 WL 5148832, at *3 (S.D.N.Y. Aug. 17, 2015)
- City of Ouro Preto v. Merrill Lynch, Pierce, Fenner & Smith Inc., 751 F. Supp. 3d 356, 377 (S.D.N.Y. 2024)
- Norte v. Worldbusiness Capital, Inc., No. 14-CV-10143 (CM), 2015 WL 7730980, at *14 (S.D.N.Y. Nov. 24, 2015)
- Taylor Devices, Inc. v. Walbridge Aldinger Co., 538 F. Supp. 2d 560, 584 & n.18 (W.D.N.Y. 2008)
- Bournias v. Atlantic Maritime Co., 220 F.2d 152, 154 (2d Cir. 1955)

- Blanco v. Banco Industrial de Venezuela, S.A., 997 F.2d 974, 981-82 (2d Cir. 1993)
- Pollux Holding Ltd. v. Chase Manhattan Bank, 329 F.3d 64, 76-77 (2d Cir. 2003)
- Gunnebo Lifting A.B. v. Vetterlein, 814 F. Supp. 231, 233 (D. Conn. 1992)

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