

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
TEXAS, FORT WORTH DIVISION

RKR Technologies, Ltd. v. Recaro Aircraft Seating Americas, LLC

RKR Technologies · No. 4:25-cv-00902-P · Decided December 15, 2025

SUMMARY

The United States District Court for the Northern District of Texas granted Recaro Aircraft Seating Americas, LLC’s motion to dismiss RKR Technologies, Ltd.’s commercial contract dispute under the doctrine of forum non conveniens. The court held that the parties’ German forum-selection clause was mandatory and enforceable under the Brussels Ia Regulation and that the public-interest factors favored dismissal in favor of Germany. The claims were dismissed without prejudice.

CASE DETAILS

COURT	United States District Court for the Northern District of Texas, Fort Worth Division
WRITING FOR THE COURT	Mark T. Pittman
JURISDICTION	United States District Court for the Northern District of Texas, Fort Worth Division
DECIDED	December 15, 2025
DOCKET	4:25-cv-00902-P
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved to dismiss for improper venue under Federal Rule of Civil Procedure 12(b)(3), arguing that a foreign forum-selection clause required litigation in Germany. The court treated the motion as one to enforce the foreign forum-selection clause through forum non conveniens and granted dismissal without prejudice.
STANDARD OF REVIEW	The court accepted the well-pleaded allegations as true and viewed them in the light most favorable to the plaintiff when setting out the alleged facts. It applied the forum non conveniens framework governing enforcement of a foreign forum-selection clause.
PRECEDENTIAL VALUE	Unknown; federal district court opinion
PARTIES	RKR Technologies, Ltd. v. Recaro Aircraft Seating Americas, LLC

TOPICS

forum non conveniens

venue

motions to dismiss

contract interpretation

contracts

PRACTICE AREAS

civil procedure

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QUESTIONS PRESENTED

1. Whether the Global Framework Supply Agreement's forum-selection clause was mandatory or permissive under the governing law.
2. Whether the forum-selection clause was enforceable despite the plaintiff's arguments concerning inconvenience, the location of evidence and witnesses, the adequacy of German law and courts, and Texas public policy.
3. Whether the public-interest factors under the Atlantic Marine forum non conveniens framework justified retaining the case in Texas despite the mandatory and enforceable German forum-selection clause.

HOLDINGS

1. The forum-selection clause was mandatory because Article 25(1) of the Brussels Ia Regulation supplied exclusivity unless the parties had clearly agreed otherwise, and the agreement's drafting variance between exhibits did not establish such an agreement.
2. The mandatory forum-selection clause was enforceable because Rocket did not show fraud or overreaching, deprivation of its day in court, fundamental unfairness in the chosen law, or contravention of a strong Texas public policy.
3. The public-interest factors favored dismissal because court congestion and the application of German law favored dismissal, while the local-interest, conflict-of-laws, and jury-duty considerations did not overcome the parties' forum selection.

KEY QUOTATIONS

“Since the doctrine of forum non conveniens is the correct procedural avenue to enforce a foreign forum selection clause, we apply that legal standard to Defendant’s Motion.”

“The Court further finds that the forum non- conveniens does not justify disturbing the Parties’ choice of forum.”

“Because Rocket points to no express agreement displacing exclusivity, its argument that the Parties “agreed otherwise” is unpersuasive.”

FACTUAL BACKGROUND

RKR Technologies, doing business as Rocket Air Supply, and Recaro Aircraft Seating Americas entered into a Global Framework Supply Agreement in October 2018, followed by several amendments, concerning the supply of aircraft-seat parts. Recaro later invoked the agreement's termination provision, while Rocket alleged that Recaro was required to provide twelve months' notice, continue purchasing forecasted parts during that period, and purchase specified stock remaining in Rocket's warehouse. The agreement provided that German law

governed and that the place of jurisdiction would be Recaro Aircraft Seating GmbH & Co. KG in Heilbronn, Germany; both parties principally operated in Texas, but Recaro was ultimately owned by a German corporation.

PROCEDURAL HISTORY

RKR Technologies filed an action concerning Recaro's alleged failure to comply with termination and purchase obligations under a Global Framework Supply Agreement. Recaro moved to dismiss under Rule 12(b)(3). After determining that German law governed the interpretation of the forum-selection clause, the court ordered and received supplemental briefing on the applicable German legal framework, concluded that the clause was mandatory and enforceable, and dismissed the action without prejudice.

DISPOSITION

dismissed

CASES CITED

- Atlantic Marine Constr. Co. v. U.S. Dist. Ct. for W. Dist. of Tex., 571 U.S. 49, 60, 63-64 (2013)
- Inclusive Cmtys. Project, Inc. v. Lincoln Prop. Co., 920 F.3d 890, 899 (5th Cir. 2019)
- Ipsen Biopharm Ltd. v. Galderma Lab'ys, L.P., 660 F. Supp. 3d 538, 546, 550, 554 (N.D. Tex. 2023)
- Dickson Marine Inc. v. Panalpina, Inc., 179 F.3d 331, 342 (5th Cir. 1999)
- Weber v. PACT XPP Techs., AG, 811 F.3d 758, 767-70, 773, 775-76 (5th Cir. 2016)
- Klaxon Co. v. Stentor Elec. Mfg. Co., 313 U.S. 487, 496-97 (1941)
- Barnett v. DynCorp Int'l, L.L.C., 831 F.3d 296, 304 (5th Cir. 2016)
- Al Copeland Invs., L.L.C. v. First Specialty Ins. Corp., 884 F.3d 540, 543 (5th Cir. 2018)
- M/V Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 18 (1972)
- In re TikTok, 85 F.4th 352, 358-59 (5th Cir. 2023)
- Am. Int'l Specialty Lines Ins. Co. v. Res-Care Inc., 529 F.3d 649, 662 (5th Cir. 2008)
- Fairfield Ins. Co. v. Stephens Martin Paving, LP, 246 S.W.3d 653, 664 (Tex. 2008)
- Chamber of Com. of the U.S. v. CFPB, 735 F. Supp. 3d 731 (N.D. Tex. 2024)
- Perez v. Genoptix, Inc., No. 4:19-cv-00309-O, 2018 WL 11435300, at *3 (N.D. Tex. Nov. 6, 2018)
- Outsourcing Facilities Ass'n v. United States Food & Drug Admin., No. 4:24-cv-00953-P, 2025 WL 1782574, at *1 (N.D. Tex. Mar. 26, 2025)