

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
MISSOURI, EASTERN DIVISION

XTRA Lease, LLC v. Rideway Express, Inc.

XTRA Lease · No. No. 4:25-CV-684 HEA · Decided November 25, 2025

SUMMARY

The United States District Court for the Eastern District of Missouri grants XTRA Lease LLC’s motion to remand a diversity action removed by Rideway Express, Inc. The court holds that Rideway agreed to XTRA’s Standard Terms and Conditions through electronically accepted online terms and that the incorporated forum-selection clause required litigation in the Circuit Court of St. Louis County, Missouri. The case is remanded to that state court.

CASE DETAILS

COURT	United States District Court for the Eastern District of Missouri, Eastern Division
JURISDICTION	United States District Court for the Eastern District of Missouri, Eastern Division
DECIDED	November 25, 2025
DOCKET	No. 4:25-CV-684 HEA
DISPOSITION	remanded
PROCEDURAL POSTURE	Plaintiff moved to remand a removed diversity action to Missouri state court based on a forum-selection clause requiring submission to the Circuit Court of St. Louis County, Missouri.
STANDARD OF REVIEW	The removing party bears the burden of establishing subject-matter jurisdiction and compliance with removal procedures. The party seeking to apply a forum-selection clause bears the burden of establishing that a valid clause exists. Once validity is established, the clause is presumptively enforceable and the party opposing enforcement bears a heavy burden.
PRECEDENTIAL VALUE	Unpublished district court opinion; precedential status unknown and not designated as precedential in the source metadata.

TOPICS

- forum non conveniens
- subject matter jurisdiction
- civil procedure
- contract formation
- contracts

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether Rideway and XTRA entered into a valid agreement incorporating XTRA's Standard Terms and Conditions.
2. Whether the incorporated forum-selection clause was enforceable and required remand based on Rideway's waiver of its right to remove.
3. Whether the dispute was sufficiently related to the account and agreements governed by the forum-selection clause.

HOLDINGS

1. XTRA established by undisputed evidence that Rideway agreed to XTRA's Standard Terms and Conditions through its president's electronic acceptance during the online credit-application and account-opening processes.
2. The valid forum-selection clause required remand because Rideway waived its right to remove the dispute to federal court.

KEY QUOTATIONS

“A valid forum selection clause fixing venue in a state court can amount to a defect that qualifies a case for remand.”

“A forum selection clause does not negate subject matter jurisdiction, instead it “prevents a court from exercising jurisdiction over a case that it would otherwise be authorized to hear[.]””

“In short, XTRA has shown there is an agreement between the parties whereby Rideway waived its right to remove the parties dispute to this Court.”

FACTUAL BACKGROUND

XTRA Lease alleged that Rideway failed to satisfy payment obligations for leased trailers and refused to return the equipment. The parties' rental agreements incorporated XTRA's Standard Terms and Conditions, which included a clause submitting disputes to the Circuit Court of St. Louis County, Missouri and waiving objections to that venue. Evidence showed that Rideway's president completed an online credit application and opened an online account while electronically accepting XTRA's Standard Terms and Conditions, and that the rental agreements were authorized under the Rideway account.

PROCEDURAL HISTORY

XTRA Lease filed state-law claims for breach of contract, action on account, and quantum meruit in the Circuit Court of St. Louis County, Missouri. Rideway Express removed the action to the Eastern District of Missouri under 28 U.S.C. § 1332. The district court granted XTRA's motion to remand, concluding that the parties had

entered into an agreement containing a valid forum-selection clause and that Rideway had waived its right to remove.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The case is remanded to the Circuit Court of St. Louis County, Missouri.

CASES CITED

- Martin v. Franklin Capital Corp., 546 U.S. 132, 134 (2005)
- iNet Directories, LLC v. Developershed, Inc., 394 F.3d 1081, 1082 (8th Cir. 2005)
- Waters v. Browning-Ferris Industries, Inc., 252 F.3d 796, 797 (5th Cir. 2001)
- Central Iowa Power Cooperative v. Midwest Independent Transmission System Operator, Inc., 561 F.3d 904, 912 (8th Cir. 2009)
- Bartels by & through Bartels v. Saber Healthcare Group, LLC, 880 F.3d 668, 680 (4th Cir. 2018)
- Ferrari, Alvarez, Olsen & Ottoboni v. Home Insurance Co., 940 F.2d 550, 554 (9th Cir. 1991)
- OHM Hotel Group, LLC v. Dewberry Consultants, LLC, No. 4:15-CV-1705 CAS, 2016 WL 427959, at *4 (E.D. Mo. Feb. 4, 2016)
- Atlantic Marine Construction Co. v. U.S. District Court, 571 U.S. 49, 62 n.5, 66 (2013)
- Carnival Cruise Lines, Inc. v. Shute, 499 U.S. 585, 589 (1991)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 15 (1972)
- Major v. McCallister, 302 S.W.3d 227, 229 (Mo. Ct. App. 2009)
- Perficient, Inc. v. Palfery, No. 4:20-CV-618 MTS, 2022 WL 1102117, at *5 (E.D. Mo. Apr. 13, 2022)