

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

Barannikov v. ITG Communications, LLC

Barannikov · No. 25-cv-6707 (BMC) · Decided February 2, 2026

SUMMARY

The court addresses a motion to dismiss based on a forum-selection clause in a subcontractor agreement. It holds that the clause clearly requires disputes to be brought exclusively in Tennessee state courts, while the reference to a nonexistent Sumner County “Court of Common Pleas” creates a venue ambiguity that the Tennessee courts should resolve. The court grants the motion to dismiss and denies the motion to stay discovery as moot.

CASE DETAILS

COURT	United States District Court for the Eastern District of New York
WRITING FOR THE COURT	Brian M. Cogan
JURISDICTION	United States District Court for the Eastern District of New York
DECIDED	February 2, 2026
DOCKET	25-cv-6707 (BMC)
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff, as assignee of Domestic Supply, Inc., sued ITG Communications, LLC for breach of contract and related claims. Defendant moved to dismiss based on a forum-selection clause and moved to stay discovery.
STANDARD OF REVIEW	The court applied the Second Circuit framework for determining the enforceability of forum-selection clauses: whether the clause was reasonably communicated, whether it was mandatory or permissive, and whether the claims and parties fall within its scope; if those conditions are met, the clause is presumptively enforceable and the opposing party bears the burden of showing that enforcement would be unreasonable or unjust.
PRECEDENTIAL VALUE	Unknown

TOPICS

- venue
- contract interpretation
- breach of contract
- civil procedure
- commercial litigation

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether the forum-selection clause's reference to exclusive jurisdiction in Tennessee state courts is enforceable even though its separate venue provision names a nonexistent court.
2. Whether the federal court should determine the adequacy of the venue-selection provision or leave that issue to a Tennessee court.
3. Whether defendant's motion to stay discovery should be granted after dismissal.

HOLDINGS

1. The clause's provision requiring disputes to be resolved solely in Tennessee state courts is clear, mandatory, and enforceable notwithstanding the separate misnaming of the venue court.
2. The federal court need not decide whether the misnamed venue provision adequately designates a particular Tennessee court; that question may be decided by a Tennessee court under Tennessee law if plaintiff refiles there.
3. The motion to stay discovery was denied as moot after the motion to dismiss was granted.

KEY QUOTATIONS

"First and foremost, it provides that plaintiff, regardless of whether Domestic Supply has contact with Tennessee outside its contractual relationship with defendant, has consented to exclusive, mandatory jurisdiction in the state courts of Tennessee." (at 2)

"That is, no court, wherever located and whether federal or state, can hear this case except for a state court in Tennessee." (at 2)

"On that non-jurisdictional issue, there is an ambiguity because of the misnaming of the court." (at 2)

"Defendant's motion to dismiss is therefore granted, and its motion to stay discovery is denied as moot." (at 3)

FACTUAL BACKGROUND

Danil Barannikov, as assignee of Domestic Supply, Inc., brought claims arising from Domestic Supply's subcontractor agreement with ITG Communications. The agreement required disputes to be resolved solely in Tennessee courts and identified the venue as the nonexistent "Court of Common Pleas for Sumner County." Sumner County apparently has a Circuit Court with authority over monetary disputes, but no court by the name specified in the agreement.

PROCEDURAL HISTORY

The action was filed in the Eastern District of New York. Defendant sought dismissal under a subcontractor-agreement clause requiring disputes to be resolved exclusively in Tennessee state courts, with venue purportedly

in the Court of Common Pleas for Sumner County. The court granted the motion to dismiss and denied the motion to stay discovery as moot.

DISPOSITION

dismissed

CASES CITED

- Phillips v. Audio Active Ltd., 494 F.3d 378 (2d Cir. 2007)
- Yakin v. Tyler Hill Corp., 566 F.3d 72 (2d Cir. 2009)

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