

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

Michele Domer v. SkillGigs, Inc.

Domer · No. Civil Action No. 25-1506 · Decided December 3, 2025

SUMMARY

The United States District Court for the Western District of Pennsylvania addressed SkillGigs, Inc.’s motion to dismiss or transfer an employee’s wage claims under the Fair Labor Standards Act and Pennsylvania law. The court held that the employment contracts contained a mandatory forum-selection clause requiring disputes to be adjudicated in Texas. The court transferred the action to the United States District Court for the Southern District of Texas, Houston Division, under 28 U.S.C. § 1404(a), and denied the remaining relief as moot.

CASE DETAILS

COURT	United States District Court for the Western District of Pennsylvania
WRITING FOR THE COURT	Nora Barry Fischer
JURISDICTION	United States District Court for the Western District of Pennsylvania
DECIDED	December 3, 2025
DOCKET	Civil Action No. 25-1506
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss under Federal Rule of Civil Procedure 12(b)(6) or, alternatively, to transfer the action under 28 U.S.C. § 1404(a) based on forum-selection clauses in the parties' employment contracts.
STANDARD OF REVIEW	A discretionary transfer under 28 U.S.C. § 1404(a) is reviewed under the convenience-of-parties-and-witnesses and interest-of-justice standard. Where a valid mandatory forum-selection clause applies, the court considers the public-interest factors that might militate against transfer, and the plaintiff bears the burden of showing that those factors overwhelmingly disfavor the selected forum.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion; persuasive only
PARTIES	Michele Domer v. SkillGigs, Inc.

TOPICS

venue

forum non conveniens

motions to dismiss

wage and hour

employment contracts

PRACTICE AREAS

civil procedure

contracts

employment law

wage and hour

QUESTIONS PRESENTED

1. Whether the contractual forum-selection clause requiring disputes to be adjudicated in Texas was mandatory or merely permissive.
2. Whether the forum-selection clause was enforceable under the circumstances.
3. Whether transfer to the Southern District of Texas under 28 U.S.C. § 1404(a) was appropriate despite the parties' connections to Pennsylvania.
4. Whether the action should be dismissed rather than transferred.

HOLDINGS

1. The provision stating that any and all disputes must be adjudicated in the courts of Texas was mandatory, not permissive, because its language required all disputes to be brought in the contractually selected forum.
2. The forum-selection clause was enforceable because Plaintiff did not show fraud, overreaching, violation of a strong public policy, or that litigation in Texas would be so gravely inconvenient as to deprive her of a meaningful day in court.
3. Transfer to the United States District Court for the Southern District of Texas, Houston Division, was appropriate under 28 U.S.C. § 1404(a).

KEY QUOTATIONS

“Although a forum-selection clause does not render venue ‘wrong’ or ‘improper’ within the meaning of § 1406(a) or Rule 12(b)(3), the clause may be enforced through a motion to transfer under § 1404(a).” (at 4)

“The presence of a valid forum-selection clause requires district courts to adjust their usual § 1404(a) analysis” (at 5)

“Plaintiff cannot demonstrate that these public interest factors ‘overwhelmingly’ weigh in her favor.” (at 7)

FACTUAL BACKGROUND

Michele Domer, a Pennsylvania resident, worked as a travel registered nurse for Houston-based SkillGigs, Inc. at hospitals in Pennsylvania. Her LVHN and WBGH employment contracts contained materially identical provisions stating that any and all disputes would be adjudicated in the courts of Texas, and Domer initialed each page and signed the contracts. Domer alleged that SkillGigs failed to pay wages required by the contracts and brought claims under the Fair Labor Standards Act and Pennsylvania wage laws.

PROCEDURAL HISTORY

Plaintiff filed this wage-and-hour action in the Western District of Pennsylvania on September 29, 2025. Defendant moved to dismiss or transfer based on contractual provisions requiring disputes to be adjudicated in Texas. After briefing and without oral argument, the court denied dismissal as moot and transferred the action to the United States District Court for the Southern District of Texas, Houston Division.

DISPOSITION

other

CASES CITED

- Atlantic Marine Construction Co. v. U.S. District Court for the Western District of Texas, 571 U.S. 49 (2013)
- Castle Co-Packers, LLC v. Busch Machinery, Inc., 687 F. Supp. 3d 659 (W.D. Pa. 2023)
- Jumara v. State Farm Insurance Co., 55 F.3d 873 (3d Cir. 1995)
- Ogundoku v. Attorney General of the United States, 390 F. App'x 134 (3d Cir. 2010)
- Zanghi v. FreightCar America, Inc., 38 F. Supp. 3d 631 (W.D. Pa. 2014)
- Silvis v. Ambit Energy, L.P., 90 F. Supp. 3d 393 (E.D. Pa. 2015)
- Foster v. Chesapeake Insurance Co., Ltd., 933 F.2d 1207 (3d Cir. 1991)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1 (1972)
- MoneyGram Payment Systems, Inc. v. Consorcio Oriental, S.A., 65 F. App'x 844 (3d Cir. 2003)
- QVC, Inc. v. Your Vitamins, Inc., 753 F. Supp. 2d 428 (D. Del. 2010)
- Coastal Steel Corp. v. Tilghman Wheelabrator Ltd., 709 F.2d 190 (3d Cir. 1983)
- Stewart Organization, Inc. v. Ricoh Corp., 487 U.S. 22 (1988)
- Wall v. Corona Capital, LLC, 221 F. Supp. 3d 652 (W.D. Pa. 2016)
- CentiMark Corp. v. 1901 Gateway Holdings, LLC, 2021 WL 4245088 (W.D. Pa. Sept. 17, 2021)
- Salovaara v. Jackson National Life Insurance Co., 246 F.3d 289 (3d Cir. 2001)
- Martinez v. Skirmish, U.S.A., Inc., 2009 WL 1676144 (E.D. Pa. June 15, 2009)
- In re Synchronoss Securities Litigation, 705 F. Supp. 2d 367 (D.N.J. 2010)