

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MONTANA,
MISSOULA DIVISION

Fremont Telecom Co., d/b/a Blackfoot Communications v. Kyle
Enterprises, LLC, d/b/a Millennium

Fremont Telecom · No. 25-84-M-JTJ · Decided January 12, 2026

SUMMARY

The United States District Court for the District of Montana held that Fremont Telecom Co. was bound by a forum-selection clause in a credit agreement between its parent company and Millennium, as well as by a substantially similar clause incorporated into order acknowledgments. The court rejected Fremont's public-policy challenge under Montana law and found the clause valid and enforceable. The court granted Millennium's motion and dismissed the action without prejudice under the doctrine of forum non conveniens.

CASE DETAILS

COURT	United States District Court for the District of Montana, Missoula Division
JURISDICTION	United States District Court for the District of Montana, Missoula Division
DECIDED	January 12, 2026
DOCKET	25-84-M-JTJ
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved to dismiss and transfer the complaint under Federal Rule of Civil Procedure 12(b)(6) or the doctrine of forum non conveniens based on a mandatory forum-selection clause. The district court granted the motion and dismissed the action without prejudice pursuant to forum non conveniens.
STANDARD OF REVIEW	Federal law governs interpretation and enforcement of a forum-selection clause. A valid forum-selection clause should ordinarily be enforced unless the resisting party makes a strong showing of extraordinary circumstances, including fraud or overreaching, violation of a strong public policy of the forum, or grave inconvenience depriving the party of its day in court.

PRECEDENTIAL VALUE

unpublished district court memorandum and order; precedential status unknown

TOPICS

forum non conveniens

contracts

contract interpretation

uniform commercial code

commercial litigation

PRACTICE AREAS

civil procedure

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QUESTIONS PRESENTED

1. Whether Fremont, although not a signatory to the 2016 Credit Agreement, was bound by that agreement's forum-selection clause because of its close relationship and course of dealing with the signatory and Millennium.
2. Whether Fremont assented to a forum-selection clause incorporated into Millennium's order acknowledgments and linked terms and conditions.
3. Whether the forum-selection clause was invalid or unenforceable under Montana law or public policy.
4. Whether dismissal without prejudice under the doctrine of forum non conveniens was warranted.

HOLDINGS

1. Under a common-sense, totality-of-the-circumstances approach, Fremont was sufficiently closely related to the 2016 Credit Agreement and its contractual relationship with Millennium that it was bound by the agreement's forum-selection clause.
2. Even if Fremont were not bound by the 2016 Credit Agreement, Fremont objectively assented to the forum-selection clause in the terms and conditions incorporated into Millennium's order acknowledgments by accepting the acknowledgments and performing without objection.
3. The forum-selection clause was valid and enforceable because Fremont failed to show that enforcing it would contravene a strong Montana public policy or otherwise establish an extraordinary circumstance disfavoring enforcement.

KEY QUOTATIONS

“Under the totality of the circumstances, Fremont is bound by the 2016 Credit Agreement’s forum selection clause.”

“Fremont's acceptance of the order acknowledgments and continued performance constitute objective manifestations of assent to the incorporated terms and conditions, including the forum selection clause.”

FACTUAL BACKGROUND

Fremont Telecom, a Montana corporation, purchased fiber optic cable from Millennium in three transactions during 2021 and 2022 and alleged that the cable was defective and unusable. Fremont was a wholly owned

subsidiary of BTC Holdings, which was a wholly owned subsidiary of Blackfoot Telephone Cooperative, the entity that had entered a 2016 Credit Agreement with Millennium containing a forum-selection clause. The purchases used the same or substantially similar assumed business names, addresses, billing arrangements, and credit relationship associated with Blackfoot Telephone Cooperative, and Millennium's order acknowledgments incorporated terms and conditions containing a similar forum-selection clause. Fremont accepted delivery and billing without objection.

PROCEDURAL HISTORY

Fremont Telecom filed a diversity action alleging claims arising from allegedly defective fiber optic cable purchased from Millennium. Millennium moved to dismiss and transfer, arguing that the parties were bound by a forum-selection clause requiring litigation in state or federal court with jurisdiction in Walworth County, Wisconsin. After oral argument, the court granted the motion and dismissed the case without prejudice under forum non conveniens.

DISPOSITION

dismissed

CASES CITED

- Doe 1 v. AOL LLC, 552 F.3d 1077, 1081 (9th Cir. 2009)
- Atlantic Marine Construction Co. v. United States District Court for the Western District of Texas, 571 U.S. 49, 52, 60, 62, 66 (2013)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 10, 15 (1972)
- Manetti-Farrow, Inc. v. Gucci America, Inc., 858 F.2d 509 (9th Cir. 1988)
- Oregon-Idaho Utilities, Inc. v. Skitter Cable TV, Inc., 2017 WL 3446290, at *9 (D. Idaho Aug. 10, 2017)
- Synthes, Inc. v. Emerge Medical, Inc., 887 F. Supp. 2d 598, 607 (E.D. Pa. 2012)
- Yei A. Sun v. Advanced China Healthcare, Inc., 901 F.3d 1081, 1088 (9th Cir. 2018)