

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

Falcon Crest Holdings, LLC v. Centurion Investments, Inc., d/b/a
AVMATS Jet Support

Falcon Crest Holdings · No. 4:25-cv-00112-MTS · Decided January 8, 2026

SUMMARY

The United States District Court for the Eastern District of Missouri grants Defendant Centurion Investments, Inc.’s motion to dismiss under the doctrine of forum non conveniens. The court enforces a forum-selection clause in the parties’ Work Authorization designating the Circuit Court of St. Louis County, Missouri, and dismisses the action without prejudice. The court rejects Plaintiff Falcon Crest Holdings, LLC’s arguments that the clause was unconscionable or unreasonable.

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	January 8, 2026
DOCKET	4:25-cv-00112-MTS
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved to dismiss the plaintiff's breach-of-contract and negligence action under the doctrine of forum non conveniens based on contractual arbitration and state-court forum-selection clauses. The court granted the motion and ordered dismissal without prejudice.
STANDARD OF REVIEW	The court applied the federal forum non conveniens framework governing enforcement of a forum-selection clause, including the rule that private-interest factors and the plaintiff's choice of forum receive no weight when a valid clause designates an adequate alternative forum; only public-interest factors may be considered, and the clause should control except in unusual cases.
PRECEDENTIAL VALUE	unpublished district-court memorandum and order; precedential status unknown

TOPICS

forum non conveniens

civil procedure

unconscionability

contracts

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether the Work Authorization's forum-selection clause designating the Circuit Court of St. Louis County, Missouri, was enforceable under the doctrine of forum non conveniens.
2. Whether the alleged disparity in bargaining power, lack of negotiation, time pressure, and purported contract of adhesion rendered the forum-selection clause unconscionable, unjust, or unreasonable.
3. Whether the action should be dismissed without prejudice in favor of the contractually designated state-court forum.

HOLDINGS

1. A valid forum-selection clause designating a state forum is enforced through forum non conveniens, and the clause in the Work Authorization was enforceable because Falcon Crest failed to show that it was unjust, unreasonable, fraudulent, overreaching, unexpected, or unconscionably unfair.
2. A contract of adhesion, disparity in bargaining power, or absence of negotiations does not alone make a forum-selection clause unconscionable or unenforceable.

KEY QUOTATIONS

“forum-selection clauses should control except in unusual cases.” (Discussion)

“The party resisting enforcement of a forum selection clause bears a heavy burden in persuading the court that the clause is unfair or unreasonable.” (Discussion)

“Accordingly, IT IS HEREBY ORDERED that Defendant Centurion Investments, Inc.’s Motion to Dismiss for Forum Non Conveniens, Doc. [18], is GRANTED.” (Conclusion)

FACTUAL BACKGROUND

Falcon Crest contracted to sell a jet aircraft for \$5.7 million and engaged Centurion to inspect and repair the aircraft before a December 14, 2024 closing deadline. Centurion completed its inspection after the estimated period and allegedly completed repairs on January 3, 2025, twenty days after the deadline, causing the aircraft sale to fail. Falcon Crest sued for breach of contract and negligence, while the parties' agreements contained an arbitration clause in the Pre-Buy Proposal and a St. Louis County Circuit Court forum-selection clause in the later Work Authorization.

PROCEDURAL HISTORY

Falcon Crest filed suit in the Eastern District of Missouri after allegedly untimely and defective aircraft inspection and repair services caused the failure of a \$5.7 million aircraft sale. Centurion moved to dismiss

under forum non conveniens, relying on provisions in the parties' Pre-Buy Proposal and Work Authorization. After full briefing, the court enforced the Work Authorization's forum-selection clause designating the Circuit Court of St. Louis County, Missouri, and dismissed the action without prejudice.

DISPOSITION

dismissed

CASES CITED

- Atl. Marine Const. Co. v. U.S. Dist. Ct. for W. Dist. of Tex., 571 U.S. 49, 60, 63-64 (2013)
- Piper Aircraft Co. v. Reyno, 454 U.S. 235, 241 (1981)
- Gulf Oil Corp. v. Gilbert, 330 U.S. 501, 508-09 (1947)
- Stewart Org., Inc. v. Ricoh Corp., 487 U.S. 22, 33 (1988) (Kennedy, J., concurring)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 10, 15 (1972)
- M.B. Restaurants, Inc. v. CKE Restaurants, Inc., 183 F.3d 750, 752 (8th Cir. 1999)
- High Life Sales Co. v. Brown-Forman Corp., 823 S.W.2d 493, 496-97 (Mo. banc 1992)
- Servewell Plumbing, LLC v. Fed. Ins. Co., 439 F.3d 786, 789 (8th Cir. 2006)
- Farmland Indus., Inc. v. Frazier-Parrott Commodities, Inc., 806 F.2d 848, 852 (8th Cir. 1986)
- Lauro Lines s.r.l. v. Chasser, 490 U.S. 495, 109 S. Ct. 1976, 104 L. Ed. 2d 548 (1989)
- Park Irmat Drug Corp. v. Express Scripts Holding Co., 310 F. Supp. 3d 1002, 1020 n.7 (E.D. Mo. 2018)
- Eaton v. CMH Homes, Inc., 461 S.W.3d 426, 438 (Mo. banc 2015)
- Hennessey v. Kohl’s Corp., 571 F. Supp. 3d 1060, 1072 (E.D. Mo. 2021)
- Griggs v. Credit Sols. of Am., Inc., 4:09-cv-01776-ERW, 2010 WL 2653474, at *2 (E.D. Mo. June 29, 2010)
- Volpe v. Advance Am., 4:15-cv-1119-JMB, 2015 WL 5124202, at *4 (E.D. Mo. Sept. 1, 2015)
- Cent. Stone Co. v. Warning, 412 S.W.3d 908, 914 (Mo. Ct. App. 2013)
- Hartland Comput. Leasing Corp. v. Ins. Man, Inc., 770 S.W.2d 525, 527 (Mo. Ct. App. 1989)
- Koster v. (Am.) Lumbermens Mut. Cas. Co., 330 U.S. 518, 531 (1947)
- Carnival Cruise Lines, Inc. v. Shute, 499 U.S. 585, 593-95 (1991)
- State ex rel. U. S. Fid. & Guar. Co. v. Mehan, 581 S.W.2d 837, 840 (Mo. Ct. App. 1979)
- Gathering Tree v. Mudbots, LLC, 6:24-cv-03050-MDH, 2025 WL 726730, at *2 (W.D. Mo. Mar. 6, 2025)
- Sabatino v. LaSalle Bank, N.A., 96 S.W.3d 113, 116 (Mo. Ct. App. 2003)
- RK Dixon Co. v. Dealer Mktg. Servs., Inc., 284 F. Supp. 2d 1204, 1209 (S.D. Iowa 2003)
- Spatz v. Nascone, 368 F. Supp. 352, 356 (W.D. Pa. 1973)
- H&R Block Tax Servs. LLC y. Money Tr. Fin. Servs., LLC, 4:24-cv-00155-BP, 2024 WL 5453823, at *3 (W.D. Mo. May 20, 2024)

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