

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

Lynk Remote Technologies, LLC v. Sky Harbour, LLC

No. 24-CV-0551 W (AHG) (S.D. Cal. Mar. 6, 2025) · No. 24-CV-0551 W (AHG) · Decided March 6, 2025

SUMMARY

The United States District Court for the Southern District of California denied Sky Harbour, LLC’s motion to dismiss under Federal Rule of Civil Procedure 12(b)(3). The court held that a forum-selection clause does not establish improper venue under 28 U.S.C. § 1391 and that, under *Atlantic Marine Construction Co. v. U.S. District Court*, Rule 12(b)(3) is not the proper procedure for enforcing such a clause when venue is otherwise proper. The court declined to decide whether the clause was enforceable because venue was proper and the issue was not adequately briefed.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Thomas J. Whelan
JURISDICTION	United States District Court for the Southern District of California
DECIDED	March 6, 2025
DOCKET	24-CV-0551 W (AHG)
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the breach-of-contract action under Federal Rule of Civil Procedure 12(b)(3), asserting that a forum-selection clause designated New York as the exclusive forum. The district court denied the motion.
STANDARD OF REVIEW	On a Rule 12(b)(3) motion, the plaintiff bears the burden of demonstrating that venue is proper. The court need not accept the pleadings' allegations as true and may consider facts outside the pleadings.
PRECEDENTIAL VALUE	Unknown; district court order with no reporter citation

TOPICS

- venue
- motions to dismiss
- forum non conveniens
- breach of contract
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether a defendant may use Federal Rule of Civil Procedure 12(b)(3) to dismiss an action based on a forum-selection clause when venue is otherwise proper under 28 U.S.C. § 1391(b).
2. Whether venue was proper in the Southern District of California because a substantial part of the events or omissions giving rise to the claim occurred there.

HOLDINGS

1. Rule 12(b)(3) cannot be used to dismiss an action based solely on a forum-selection clause when the action falls within one of the venue categories in 28 U.S.C. § 1391(b).
2. Venue was proper in the Southern District of California under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred there.

KEY QUOTATIONS

“When a venue is challenged, the court must determine whether the case falls within one of the three categories set out in § 1391(b). If it does, venue is proper; if it does not, venue is improper, and the cause must be dismissed or transferred under § 1406(a). Whether the parties entered into a contract containing a forum-selection clause has no bearing on whether a case falls into one of the categories of cases listed in § 1391(b). As a result, a case filed in a district that falls within § 1391 may not be dismissed under § 1406(a) or Rule 12(b)(3).” (571 U.S. at 577)

FACTUAL BACKGROUND

Lynk develops and provides a mobile application, hardware, and related services for smart hangars. On June 2, 2022, Lynk and Sky Harbour entered into a written agreement under which Lynk would develop a mobile application enabling Sky Harbour's tenants to control hangar devices. Lynk alleged that Sky Harbour breached the agreement; Lynk also contended that performance and payment occurred in the Southern District of California.

PROCEDURAL HISTORY

Lynk filed the action in the Southern District of California on March 22, 2024, alleging that Sky Harbour breached a written agreement and seeking declaratory relief. Sky Harbour moved to dismiss under Rule 12(b)(3) based on the agreement's New York forum-selection clause. The court decided the motion on the papers and denied it.

DISPOSITION

other

CASES CITED

- *Piedmont Label Co. v. Sun Garden Packing Co.*, 598 F.2d 491, 496 (9th Cir.)
- *Argueta v. Banco Mexicano, S.A.*, 87 F.3d 320, 324 (9th Cir.)
- *Atlantic Marine Construction Co., Inc. v. U.S. District Court*, 571 U.S. 49 (2013)
- *Express Companies Inc. v. Mitel Tech., Inc.*, 2013 WL 5462301 (S.D. Cal. 2013)

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