

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

**Titilayo Adetu v. Northern Cochise Community Hospital
Incorporated, et al.**

Adetu · No. CV-25-00409-TUC-RM · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Arizona addressed multiple motions to dismiss and transfer in a pro se physician’s dispute over compensation for emergency medical services. The court enforced a Tennessee forum-selection clause under the doctrine of forum non conveniens and dismissed the claims against several defendants without prejudice to refiling in Tennessee state court. The court also dismissed the claims against Northern Cochise Community Hospital under Rule 12(b)(6), while allowing the plaintiff 30 days to amend those claims.

CASE DETAILS

COURT	United States District Court for the District of Arizona
JURISDICTION	United States District Court for the District of Arizona
DECIDED	March 31, 2026
DOCKET	CV-25-00409-TUC-RM
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff filed a pro se complaint asserting contract, quasi-contract, and misrepresentation claims. Defendants moved to dismiss under Federal Rule of Civil Procedure 12(b)(6), challenged venue and personal jurisdiction, or alternatively sought transfer. The court granted NCCH's Rule 12(b)(6) motion, dismissed the claims against the remaining defendants without prejudice under forum non conveniens, denied the other motions as moot, and granted leave to amend the claims against NCCH.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes them in the plaintiff's favor, but need not accept legal conclusions couched as factual allegations. The complaint must contain sufficient factual matter to state a facially plausible claim for relief.
PRECEDENTIAL VALUE	Unknown; District of Arizona order with no reporter or neutral citation identified.

PARTIES

Titilayo Adetu v. Northern Cochise Community Hospital Incorporated,
Troy Kastrup, Melissa Burdette, Timothy Cogar, Edith Devrnja, ERx
Plus

TOPICS

forum non conveniens

venue

motions to dismiss

breach of contract

unjust enrichment

PRACTICE AREAS

civil procedure

contracts

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether a forum-selection clause requiring litigation in the courts of Tennessee should be enforced through forum non conveniens rather than transfer under 28 U.S.C. §§ 1404(a) or 1406(a) or dismissal under Rule 12(b)(3).
2. Whether the forum-selection clause binds the nonsignatory defendants whose conduct was closely related to the contractual relationship.
3. Whether the claims against Northern Cochise Community Hospital state claims for breach of contract, breach of the implied covenant of good faith and fair dealing, or unjust enrichment.
4. Whether Adetu should be granted leave to amend the claims against Northern Cochise Community Hospital.

HOLDINGS

1. When a forum-selection clause points to a state or foreign forum, the appropriate mechanism for enforcing the clause is forum non conveniens, not transfer under 28 U.S.C. § 1404(a), transfer under § 1406(a), or dismissal for improper venue under Rule 12(b)(3).
2. A nonsignatory defendant may be bound by a forum-selection clause when the defendant's alleged conduct is closely related to the contractual relationship, particularly where the defendant seeks to enforce the clause against a signatory plaintiff.
3. Adetu failed to state a breach of contract claim against NCCH because he did not allege privity of contract with NCCH, and his agency, ratification, and intended-beneficiary theories did not establish NCCH's liability on the ERx contract.
4. Adetu failed to state claims against NCCH for breach of the implied covenant of good faith and fair dealing or unjust enrichment.

KEY QUOTATIONS

“Since no such unusual circumstances exist here, the Court will give effect to the forum selection clause in Plaintiff’s Independent Contractor Agreement.” (Discussion, Venue and Forum Non Conveniens)

“A third-party beneficiary of a contract, however, is not the promisor/promisee to a contract, and therefore cannot be held liable on it.” (Count I)

“This does not mean that ERx’s alleged failure to perform renders NCCH liable for restitution, as there exists a justification for the alleged enrichment and impoverishment.” (Count IV)

FACTUAL BACKGROUND

Adetu, an emergency-medicine physician, entered an Independent Contractor Agreement and a Placement Agreement with ERx Plus to provide services at Northern Cochise Community Hospital in Arizona. The Independent Contractor Agreement contained an exclusive-jurisdiction clause referring to the courts of Tennessee. Adetu later alleged that ERx representatives agreed to pay him \$400 per hour for certain shifts, but that ERx did not pay him at that rate. He sued ERx, NCCH, and several ERx-related individuals for breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, unjust enrichment, fraudulent misrepresentation, and negligent misrepresentation.

PROCEDURAL HISTORY

Adetu filed the action in the District of Arizona on July 21, 2025. The defendants filed multiple motions to dismiss, transfer venue, or dismiss for improper venue. The court held that the contractual forum-selection clause required litigation against the relevant defendants in Tennessee state courts and separately concluded that the claims against NCCH failed to state a claim. The court allowed amendment as to NCCH but dismissed the claims against the other defendants without prejudice to refile in Tennessee state court.

DISPOSITION

other

CASES CITED

- Jasper v. Martinez, No. 217CV03026GMNVCF, 2018 WL 3997262 (D. Nev. Aug. 21, 2018)
- Atlantic Marine Construction Co. v. United States District Court for the Western District of Texas, 571 U.S. 49 (2013)
- Doe 1 v. AOL LLC, 552 F.3d 1077, 1081-82 (9th Cir. 2009)
- Global Quality Foods, Inc. v. Van Hoekelen Greenhouses, Inc., No. 16-CV-00920-LB, 2016 WL 4259126 (N.D. Cal. Aug. 12, 2016)
- LeBlanc v. C.R. England, Inc., 961 F. Supp. 2d 819, 827 (N.D. Tex. 2013)
- Manetti-Farrow, Inc. v. Gucci America, Inc., 858 F.2d 509, 514 n.5 (9th Cir. 1988)
- Holland America Line Inc. v. Wartsila North America, Inc., 485 F.3d 450, 454 (9th Cir. 2007)
- Pestmaster Franchise Network, Inc. v. Mata, No. 16-CV-07268-EMC, 2017 WL 1956927 (N.D. Cal. May 11, 2017)
- Burger King Corp. v. Rudzewicz, Burger King Corp. v. Rudzewicz, 471 U.S. 462, 472 (1985)
- Chambers v. NASCO, Inc., 501 U.S. 32 (1991)

- Seagal v. Vorderwuhlbecke, 162 F. App'x 746 (9th Cir. 2006)
- Costlow v. Weeks, 790 F.2d 1486 (9th Cir. 1986)
- Stratton v. Inspiration Consolidated Copper Co., 683 P.2d 327, 329-30 (Ariz. App. 1984)
- Molina v. BMO Harris Bank, N.A., No. 2 CA-CV 2022-0106, 2022 WL 16736929 (Ariz. App. Nov. 7, 2022)
- Leroy v. Seattle Funding Group of Arizona, LLC, No. 1 CA-CV 10-0714, 2012 WL 75644 (Ariz. App. Jan. 10, 2012)
- Sherman v. First American Title Insurance Co., 38 P.3d 1229, 1232 (Ariz. App. 2002)
- Wells Fargo Bank v. Arizona Laborers, Teamsters & Cement Masons Local No. 395 Pension Trust Fund, 38 P.3d 12, 29 (Ariz. 2002)
- Wang Electric, Inc. v. Smoke Tree Resort, LLC, 283 P.3d 45, 50 (Ariz. App. 2012)
- Advance Leasing & Crane Co. v. Del E. Webb Corp., 573 P.2d 525, 527 (Ariz. App. 1977)
- Johnson v. Riverside Healthcare System, LP, 534 F.3d 1116, 1121 (9th Cir. 2008)
- Balistreri v. Pacifica Police Department, 901 F.2d 696, 699 (9th Cir. 1990)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Cousins v. Lockyer, 568 F.3d 1063, 1067 (9th Cir. 2009)
- Lee v. City of Los Angeles, 250 F.3d 668, 688 (9th Cir. 2001)
- Gallardo v. DiCarlo, 203 F. Supp. 2d 1160, 1162 n.2 (C.D. Cal. 2002)
- Karim-Panahi v. Los Angeles Police Department, 839 F.2d 621, 623 (9th Cir. 1988)

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