OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION THREE

ADAM LUEBBERING, et al.,	)	No. ED109341
	)	
Appellants,	)	
	)	Appeal from the Circuit Court
	)	of St. Louis County
vs.	)	Cause No. 18SL-CC03493
	)	
SHIMIR VARIA, et al.,	)	Honorable David L. Vincent III
	)	
Respondents.	)	Filed: October 5, 2021

Adam and Stephanie Luebbering ("Appellants") appeal the trial court's grant of Lexicon Relocation, LCC's ("Respondent") motion to dismiss. Appellants raise three points on appeal relating to a forum selection clause incorporated in an agreement between them and Respondent. Appellants argue the trial court erred in enforcing the forum selection clause and dismissing the case because: (1) the forum selection clause does not apply to Appellants' tort claims; (2) enforcement of the forum selection clause would be unfair; and (3) enforcement of the forum selection clause would be unreasonable.

REVERSED AND REMANDED.

Division Three Holds: The language in the forum selection clause incorporated in the contract between the parties is not sufficiently specific to encompass a tort claim and does not apply to the claims against Respondent. Point I is granted. Because the forum selection clause does not apply to the claims at issue, we need not address Points II and III.

Opinion by: Colleen Dolan, J.

Philip M. Hess, P.J., and Angela T. Quigless, J. concur.

Attorney for Appellants: Sarah M. Vatterott

Attorneys for Respondent: Jeffrey J. Brinker and Claire C. Kates.

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.