

IN THE 21ST JUDICIAL CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

OPIOID MASTER DISBURSEMENT)	
TRUST II, A/K/A OPIOID MDT II,)	
Plaintiff,)	
)	Cause No. 22SL-CC02974
vs.)	
)	Division No. 2
)	
ACE AMERICAN INSURANCE CO., ET AL.,)	
Defendants.)	


ORDER AND JUDGMENT

Defendants ACE American Insurance Company and ACE Property & Casualty Insurance Company (collectively, “ACE”) joined Certain UK Insurers’ Motion to Dismiss, which was called, heard, and submitted on January 27th, 2023. The Court, having heard the arguments of counsel, having read the memoranda of law submitted, reviewed the record, and being now fully advised, enters the following Order.

The Court finds that ACE’s policies follow form to the HDI primary policies with respect to the forum selection clause. Further, the Court, upon review of the forum selection clause, determines that Missouri law applies in interpreting the provision. *See Corel Corp. v. Ferrellgas Partners, L.P.*, 633 S.W.3d 849, 853 (Mo. App. E.D. 2021). Missouri case law holds a forum selection clause to be enforced unless the clause is shown to be unfair or unreasonable, or in contravention of a strong public policy of the forum. *Hope’s Windows, Inc. v. McClain*, 394 S.W.3d 478, 484 (Mo. App. W.D. 2013). The record merely *suggests* the existence of strong public policy interests in favor of this Court retaining jurisdiction, as well as possible unfairness and unreasonableness in enforcing the forum selection language at issue. Plaintiff, however, has not met the necessary heavy burden of showing that the forum selection clause is unfair or unreasonable.

Therefore, IT IS ORDERED, ADJUDGED, AND DECREED that ACE’s Motion to Dismiss is GRANTED.

SO ORDERED:


 Judge Division 2

March 22, 2023