

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

UNITED STATES OF AMERICA FOR )  
THE USE OF ENVIROWORKS, INC., )  
and ENVIROWORKS, INC., )

Plaintiffs, )

V. )

COASTAL ENVIRONMENTAL GROUP, )  
INC., and AEGIS SECURITY )  
INSURANCE COMPANY, )

Defendants. )

8:11CV444

MEMORANDUM AND ORDER

This matter is before the court on defendants' motion to dismiss or, in the alternative, transfer venue (Filing Nos. 37 and 38) pursuant to a purported forum selection clause in the parties' oral contract. There is also a motion by defendants to strike plaintiff's response to this motion (Filing No. 42).

No evidence has been presented to indicate that the contract that is the basis for plaintiff's claims actually contained a forum selection provision or that the forum selection provision in the parties' expired contract was carried over into the new contract. Accordingly,

IT IS ORDERED: Defendants' motion to dismiss or transfer venue is denied. Defendants' motion to strike plaintiff's response is denied as moot.

DATED this 22<sup>nd</sup> day of August, 2012.

BY THE COURT:

/s/ Lyle E. Strom

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LYLE E. STROM, Senior Judge  
United States District Court