

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
MICHIGAN, SOUTHERN DIVISION

JVIS-USA, LLC v. FedEx Trade Networks Transport & Brokerage,
Inc.

No. 2:25-cv-11314 (E.D. Mich. Mar. 10, 2026) · No. 2:25-cv-11314 · Decided March 10, 2026

SUMMARY

The United States District Court for the Eastern District of Michigan grants in part and denies in part FedEx's motion to dismiss or transfer, finding that a valid mandatory forum-selection clause required litigation in the Southern District of New York. The court transfers the case under 28 U.S.C. § 1404(a) rather than dismissing it.

CASE DETAILS

COURT	United States District Court for the Eastern District of Michigan, Southern Division
WRITING FOR THE COURT	Stephen J. Murphy, III
JURISDICTION	United States District Court for the Eastern District of Michigan, Southern Division
DECIDED	March 10, 2026
DOCKET	2:25-cv-11314
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought a diversity action alleging damages from late ocean-freight shipments. Defendant moved to dismiss or, alternatively, transfer the action under 28 U.S.C. § 1404(a) based on a forum-selection clause requiring litigation in the Southern District of New York.
STANDARD OF REVIEW	The court exercised discretion under 28 U.S.C. § 1404(a), considering the effect of a valid forum-selection clause and whether public-interest factors presented extraordinary circumstances against transfer. The court also applied the burden-of-proof standard placing the burden on the party opposing enforcement to show that the clause should not be enforced.
PRECEDENTIAL VALUE	nonprecedential district court order; precedential status unknown

TOPICS

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PRACTICE AREAS

civil procedure contracts commercial litigation admiralty

QUESTIONS PRESENTED

1. Whether the parties formed an agreement incorporating a valid forum-selection clause requiring actions against FedEx to be filed in the Southern District of New York.
2. Whether the forum-selection clause was unenforceable because the applicable terms were ambiguous, changed after JVIS's email response, JVIS's response was a limited acceptance, or enforcement would be fraudulent, unfair, or seriously inconvenient.
3. Whether the court should transfer the action under 28 U.S.C. § 1404(a) rather than dismiss it for being filed in contravention of the forum-selection clause.

HOLDINGS

1. JVIS agreed to the forum-selection clause when it booked the five cargo shipments after receiving FedEx's offer and incorporated terms. The relevant ocean-specific terms required actions against FedEx to be instituted in the Southern District of New York.
2. JVIS failed to carry its burden to show that the forum-selection clause should not be enforced. The record did not show fraud or duress, that litigation in New York would be ineffective or unfair, or inconvenience so serious as to be unjust.
3. Transfer under 28 U.S.C. § 1404(a) was preferable to dismissal because it enforced the forum-selection clause while avoiding repetitive refiling, associated fees, and possible statute-of-limitations problems.
4. The valid forum-selection clause required the court to give no weight to JVIS's choice of forum and not consider private-interest factors; the public-interest factors did not constitute extraordinary circumstances clearly disfavoring transfer.

KEY QUOTATIONS

“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.” (PageID.63)

“Actions against the Carrier may only be instituted in the United States District Court for the Southern District of New York.” (PageID.325)

“In that situation, the plaintiff’s choice of forum gets no weight and courts “should not consider arguments about the parties’ private interests,” apart from those surrounding the forum-selection clause, which “weigh entirely in favor of the preselected forum.”” (at 63-64)

FACTUAL BACKGROUND

JVIS, an automotive supplier, used FedEx to ship automotive parts from Asia to North America. FedEx sent JVIS an offer for ocean shipping that incorporated FedEx's applicable terms and conditions through hyperlinks and stated that booking cargo constituted acceptance of the negotiated rates and terms. The applicable terms contained a clause providing that actions against the carrier could be instituted only in the United States District Court for the Southern District of New York. JVIS later booked five shipments, several arrived late, and JVIS allegedly sustained more than \$1 million in damages before filing suit in Michigan.

PROCEDURAL HISTORY

JVIS filed suit in the Eastern District of Michigan after several FedEx shipments arrived late. FedEx moved to dismiss or transfer. The court enforced the forum-selection clause and transferred the case to the Southern District of New York rather than dismissing it.

DISPOSITION

other

REMAND INSTRUCTIONS

The Clerk was ordered to transfer the case to the United States District Court for the Southern District of New York.

CASES CITED

- Atlantic Marine Construction Co. v. United States District Court for the Western District of Texas, 571 U.S. 49, 52, 62-64 (2013)
- Piper Aircraft Co. v. Reyno, 454 U.S. 235, 241 n.6 (1981)
- Scepter, Inc. v. Nolan Transportation Group, LLC, 352 F. Supp. 3d 825, 830 (M.D. Tenn. 2018)
- Smith v. Aegon Companies Pension Plan, 769 F.3d 922, 934 (6th Cir. 2014)
- Courtelis v. Rosenberg, No. 5:20-cv-220, 2022 WL 987941, at *5-*7 (E.D. Ky. Mar. 31, 2022)
- C&S Outdoor Power Equipment, Inc. v. Odes Industries LLC, No. 1:19-cv-01029, 2019 WL 4197608, at *5 (W.D. Tenn. Sept. 4, 2019)
- Price v. PBG Hourly Pension Plan, 921 F. Supp. 2d 764, 772 (E.D. Mich. 2013)
- Morales v. Trans World Airlines, Inc., 504 U.S. 374, 384 (1992)
- Norfolk Southern Railway Co. v. Kirby, 543 U.S. 14, 18-19 (2004)
- Wong v. PartyGaming Ltd., 589 F.3d 821, 828 (6th Cir. 2009)
- Shell v. R.W. Sturge, Ltd., 55 F.3d 1227, 1229 (6th Cir. 1995)
- Security Watch, Inc. v. Sentinel Systems, Inc., 176 F.3d 369, 375 (6th Cir. 1999)

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