

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OHIO, EASTERN DIVISION

Anthony Imperial v. Swift Moving Services, LLC

Imperial · No. 4:24-CV-1871 · Decided April 9, 2026

SUMMARY

The United States District Court for the Northern District of Ohio denied Plaintiff Anthony Imperial’s Rule 12(b)(6) motion to dismiss Swift Moving Services, LLC’s amended counterclaims. The court held that the alleged Bill of Lading and related conduct plausibly supported counterclaims for breach of contract and unjust enrichment under Ohio law. The court concluded that disputes concerning assent, duress, payment, and the benefits received required further factual development.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio, Eastern Division
WRITING FOR THE COURT	Benita Y. Pearson
JURISDICTION	United States District Court for the Northern District of Ohio
DECIDED	April 9, 2026
DOCKET	4:24-CV-1871
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Defendant’s amended counterclaims for breach of contract and unjust enrichment.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the Court accepts well-pleaded factual allegations as true, disregards legal conclusions couched as factual allegations, and determines whether the complaint states a facially plausible claim for relief.
PRECEDENTIAL VALUE	Unknown; memorandum opinion and order from the United States District Court for the Northern District of Ohio with no reporter citation in the source.
PARTIES	Anthony Imperial v. Swift Moving Services, LLC

TOPICS

motions to dismiss

breach of contract

unjust enrichment

pleadings

civil procedure

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether Swift plausibly alleged the existence of an enforceable contract and a breach sufficient to survive a Rule 12(b)(6) motion.
2. Whether Swift plausibly alleged the elements of unjust enrichment under Ohio law sufficient to survive a Rule 12(b)(6) motion.

HOLDINGS

1. The breach-of-contract counterclaim plausibly alleged a contractual relationship, Imperial's breach, and resulting damages, so dismissal under Rule 12(b)(6) was unwarranted.
2. The unjust-enrichment counterclaim plausibly alleged that Imperial received and retained a benefit at Swift's expense under circumstances making retention without payment unjust, so dismissal under Rule 12(b)(6) was unwarranted.
3. The amended counterclaims satisfied Rule 8(a)'s requirement of a short and plain statement and stated plausible claims for relief under Rule 12(b)(6).

KEY QUOTATIONS

“Whether Plaintiff's signature, voluntarily applied or not, constituted assent to the Bill of Lading's terms and whether his partial payment and subsequent stop-payment constituted conduct inconsistent with the claimed rejection of the agreement are questions of fact requiring additional development via discovery.” (Discussion, Counterclaim 1)

“Having satisfied the minimal pleading standards of Rule 8, Plaintiff's Motion to Dismiss the Amended Counterclaim (ECF No. 46) for failure to state a claim under Rule 12(b)(6) is denied.” (Conclusion)

FACTUAL BACKGROUND

Swift Moving Services agreed to move Imperial's personal property from Delaware to Ohio after being subcontracted by Menard's Moving & Storage. Imperial signed a bill of lading after the property was loaded, allegedly annotating his signature with "under duress" and "Extortion!!" Swift alleged that the parties agreed to moving charges, that Imperial made partial payment by check, and that he later stopped payment; it also alleged that Imperial knowingly received and retained the benefit of the moving services without paying. The parties disputed whether a contract was formed and whether Imperial's conduct constituted duress or rejection of the agreement.

PROCEDURAL HISTORY

Imperial filed suit against Swift Moving Services in the Northern District of Ohio. After the Court set aside an entry of default against Defendant, Imperial filed an amended complaint and Defendant filed an amended answer and counterclaim asserting breach-of-contract and unjust-enrichment claims. Imperial moved to dismiss the counterclaims under Rule 12(b)(6), and the Court denied the motion.

DISPOSITION

dismissed

CASES CITED

- Klaxon Co. v. Stentor Elec. Mfg. Co., 313 U.S. 487, 496 (1941)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 (2007)
- Conley v. Gibson, 355 U.S. 41, 47 (1957)
- Ashcroft v. Iqbal, 556 U.S. 662, 678–79 (2009)
- Hensley Mfg. v. ProPride, Inc., 579 F.3d 603, 609 (6th Cir. 2009)
- Neitzke v. Williams, 490 U.S. 319, 327 (1989)
- Papasan v. Allain, 478 U.S. 265, 286 (1986)
- Iqbal v. Hasty, 490 F.3d 143 (2d Cir. 2007)
- Quest Workforce Sols., L.L.C. v. Job1USA, Inc., 75 N.E.3d 1020, 1030 (Ohio App. 6th Dist. 2016)
- Guardian Alarm Co. v. Portentoso, 963 N.E.2d 225 (Ohio App. 3d Dist. 2011)
- Adv. Sign Group, LLC v. Optec Displays, Inc., 722 F.3d 778, 784 (6th Cir. 2013)
- Alligood v. Procter & Gamble Co., 594 N.E.2d 668 (Ohio App. 1st Dist. 1991)
- SureSource Commodities, LLC v. Granite Ridge Farm, LLC, 780 F. Supp. 3d 731, 740 (N.D. Ohio 2025)
- PNC Bank, N.A. v. Springboro Med. Arts, Inc., 41 N.E.3d 145 (Ohio App. 2d Dist. 2015)
- Costner Consulting Co. v. U.S. Bancorp, 960 N.E.2d 1005, 1009–10 (Ohio App. 10th Dist. 2011)
- Clifton v. Johnson, 2016-Ohio-8120, ¶ 14, 2016 WL 7231124, at *4 (Ohio App. 4th Dist. 2016)
- Hambleton v. R.G. Barry Corp., 465 N.E.2d 1298 (Ohio 1984)
- Dixon v. Smith, 695 N.E.2d 284 (Ohio App. 3d Dist. 1997)