

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Robert Blackmon v. International Van Lines, Inc.

Blackmon · No. JKB-25-1671 · Decided February 19, 2026

SUMMARY

The United States District Court for the District of Maryland considered a motion to dismiss claims arising from the interstate shipment of household goods. The court held that forum-selection clauses requiring litigation in Florida were contractually invalid because they conflicted with the Carmack Amendment's venue protections for household-goods shippers. The court denied dismissal of the Carmack Amendment claim but dismissed the state-law claims as preempted and dismissed the freestanding claim for injunctive relief.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	James K. Bredar
JURISDICTION	United States District Court for the District of Maryland
DECIDED	February 19, 2026
DOCKET	JKB-25-1671
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss the complaint based on forum-selection clauses and, alternatively, under Federal Rule of Civil Procedure 12(b) (6) on federal-preemption grounds.
STANDARD OF REVIEW	A motion to dismiss based on a forum-selection clause is evaluated under forum non conveniens, with consideration of evidence outside the pleadings and facts viewed in the light most favorable to the plaintiff. For a Rule 12(b)(6) motion, the court accepts well-pleaded allegations as true, draws reasonable inferences for the plaintiff, and asks whether the complaint states a facially plausible claim.
PRECEDENTIAL VALUE	Unpublished memorandum opinion; district-court decision with persuasive value.

TOPICS

- forum non conveniens
- motions to dismiss
- civil procedure
- deceptive trade practices
- commercial

PRACTICE AREAS

civil procedure

contracts

consumer protection

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether the forum-selection clauses requiring litigation in Florida were enforceable against Blackmon's Carmack Amendment claim.
2. Whether the Florida deceptive-trade-practices and common-law fraud claims were preempted by the Carmack Amendment or the Interstate Commerce Commission Termination Act.
3. Whether a freestanding claim for injunctive relief stated a cognizable cause of action.

HOLDINGS

1. The forum-selection clauses were contractually invalid as applied to the interstate household-goods shipment because they violated public policy embodied in the Carmack Amendment's special venue provisions.
2. The theories alleging unlawful storage fees and retention of the goods were preempted by the Carmack Amendment.
3. Even assuming the misrepresentation and fraudulent-inducement theories were not preempted by the Carmack Amendment, they were preempted by the ICCTA because they related to the price, route, or service of a motor carrier.
4. A freestanding claim seeking injunctive relief fails because an injunction is a form of relief rather than an independent cause of action.

KEY QUOTATIONS

“When a party moves to transfer or dismiss a case based on the existence of a forum selection clause, courts follow a three-step process to determine if the clause should be enforced.” (at 4)

“These provisions assure the shipper a choice of forums as plaintiff.” (at 6)

“in the context of household goods... [,] the Carmack Amendment essentially prohibits enforcement of forum-selection clauses.” (at 7)

“Because the Carmack Amendment “is a comprehensive exercise of Congress’ power to regulate interstate commerce,” it preempts “all state or common law remedies available to a shipper against a carrier for loss or damage to interstate shipments.”” (at 8)

FACTUAL BACKGROUND

Blackmon contracted with International Van Lines to transport household goods from Mississippi to Maryland. The parties' bills of lading and moving estimates contained forum-selection clauses requiring disputes to be brought in Florida state court, and the documents addressed different levels of cargo-value protection. After pickup, the carrier allegedly delayed delivery, imposed storage fees, and retained the goods after Blackmon

refused to pay additional fees. Blackmon asserted a Carmack Amendment claim, Florida deceptive-trade-practices and fraud claims, and sought injunctive relief.

PROCEDURAL HISTORY

Robert Blackmon filed suit in the District of Maryland concerning an interstate household-goods shipment. International Van Lines moved to dismiss, arguing that contractual forum-selection clauses required suit in Florida and that the state-law claims were preempted. The court denied dismissal of the Carmack Amendment claim and granted dismissal of the state-law and freestanding injunctive-relief claims.

DISPOSITION

other

CASES CITED

- Atlantic Marine Construction Co. v. United States District Court for the Western District of Texas, 571 U.S. 49, 60-64 (2013)
- Ripley v. Long Distance Relocation Services, LLC, No. CV CCB-19-0373, 2019 WL 5538343, at *2 n.3 (D. Md. Oct. 25, 2019)
- Mueller v. Apple Leisure Corp., 880 F.3d 890, 894 (7th Cir. 2018)
- Shaomin Sui v. FedEx Ground Package System, Inc., No. CV 19-3318, 2020 WL 3639984, at *2 (D. Md. July 2020)
- Langford v. Joyner, 62 F.4th 122, 124 (4th Cir. 2023)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555, 557, 570 (2007)
- BAE Systems Technology Solution & Services, Inc. v. Republic of Korea's Defense Acquisition Program Administration, 884 F.3d 463, 470 (4th Cir. 2018)
- Albemarle Corp. v. AstraZeneca UK Ltd., 628 F.3d 643, 650 (4th Cir. 2010)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 12-13, 15, 18 (1972)
- Allen v. Lloyd's of London, 94 F.3d 923, 928 (4th Cir. 1996)
- Shao v. Link Cargo (Taiwan) Ltd., 986 F.2d 700, 704 (4th Cir. 1993)
- 5K Logistics, Inc. v. Daily Express, Inc., 659 F.3d 331, 335 (4th Cir. 2011)
- Smallwood v. Allied Van Lines, Inc., 660 F.3d 1115, 1121-23 (9th Cir. 2011)
- Castiglia v. Arrow Express Packing & Shipping, LLC, No. 5:25-CV-1406, 2025 WL 3062653, at *4-5 (N.D. Ohio Nov. 3, 2025)
- Dabecca Natural Foods, Inc. v. RD Trucking, LLC, No. 14 C 6100, 2015 WL 2444505, at *5-6 (N.D. Ill. May 20, 2015)
- Stewart v. American Van Lines, No. 4:12CV394, 2014 WL 243509, at *4 (E.D. Tex. Jan. 21, 2014), report and recommendation adopted sub nom. Stewart v. Lines, 2014 WL 12573370 (E.D. Tex. Feb. 14, 2014)

- Aaacon Auto Transport, Inc. v. State Farm Mutual Automobile Insurance Co., 537 F.2d 648, 654 (2d Cir. 1976)
- Scotlynn USA Division, Inc. v. Singh, No. 2:15CV381FTM29MRM, 2016 WL 8679295, at *2 (M.D. Fla. Sept. 9, 2016)
- Conflict Kinetics, Inc. v. Bagira Systems, Ltd., No. 22-2000, 2024 WL 339347, at *4 (4th Cir. Jan. 30, 2024)
- Birara v. Kelel, No. CV TDC-17-3241, 2019 WL 3208685, at *7 (D. Md. July 16, 2019)
- Brentzel v. Fairfax Transfer & Storage, Inc., No. 21-1025, 2021 WL 6138286, at *5 (4th Cir. Dec. 29, 2021)
- Monga v. A.B.S. Moving & Storage, Inc., No. PWG-16-2000, 2017 WL 3228139, at *3 (D. Md. July 31, 2017)
- Gordon v. United Van Lines, Inc., 130 F.3d 282, 289 (7th Cir. 1997)
- Swenson v. Alliance Moving & Storage LLC, No. 21-CV-01968-CMA-STV, 2022 WL 1508506, at *10 (D. Colo. Apr. 26, 2022)