

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Maxime Kien, et al. v. Allied Van Lines, Inc.

Kien v. Allied Van Lines · No. 2:24-cv-01153-CDS-EJY · Decided January 14, 2026

OPINION

Kien

PER CURIAM.

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2 UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

3 4 Maxime Kien, et al., Case No. 2:24-cv-01153-CDS-EJY 5 Plaintiffs Order Granting the
Defendant's Motion for Summary Judgment and Denying as Moot 6 v. Defendant's Motion for
Partial Judgment 7 Allied Van Lines, Inc., [ECF Nos. 18, 26] 8 Defendant 9 10 Plaintiffs Maxime
Kien and Jennifer Kien brought this breach of contract, breach of the 11 covenant of good faith
and fair dealing, and declaratory relief action against defendant Allied 12 Van Lines, Inc. in the
Eighth Judicial District Court. Allied removed this action because the 13 plaintiffs' claims were
preempted by the Carmack Amendment to the Interstate Commerce Act, 14 49 U.S.C. § 14706.
See Pet. for removal, ECF No. 2. After removal, the plaintiffs filed an amended 15 complaint
seeking relief under 49 U.S.C. § 14706. See Am. compl., ECF No. 8. On June 18, 2025, 16 Allied
filed a motion for summary judgment. See Mot. for summ. j., ECF No. 18. This motion is 17 fully
briefed. See Resp., ECF No. 21; Reply, ECF No. ECF No. 23. 18 On the same day that Allied
filed its summary judgment motion, it also filed a motion in 19 limine. ECF No. 19. On August
15, 2025, I granted the motion in limine, finding that the plaintiffs 20 were precluded from
introducing evidence at trial related to damages. See Order, ECF No. 24. In 21 that same order, I
ordered that the parties provide supplemental briefing no later than August 22 29, 2025, on how
the order granting the motion in limine affects the motion for summary 23 judgment. Id. at 5. In
turn, Allied filed a supplement to the motion for summary judgment on
24 August 29, 2025. See Suppl., ECF No. 25. That same day, Allied also filed a motion for entry
of

25 judgment on partial findings. Mot. for j., ECF No. 26. But the plaintiffs' counsel did not file 26
supplemental briefing. Instead, counsel responded to the motion for judgment, see Resp., ECF
1 No. 27, and Allied filed a reply. Reply, ECF No. 28. For the reasons stated herein, I grant Allied
2 Van Lines' motion for summary judgment and deny as moot their motion for judgment. 3 I.
Background1 4 The plaintiffs bring one claim under 49 U.S.C. § 14706. ECF No. 8. On May 24,
2023, 5 Allied Van Lines entered into a moving services contract agreement with the Kiens to
pack, 6 transport, and unpack their personal belongings from their home on Chateau Whistler

Court, 7 Las Vegas, NV 89148 to a home on Crestwood Dr., West Orange, New Jersey, 07052. See 8 Contract, Def.'s Ex. A., ECF No. 18-1. Pursuant to the bill of lading, the estimated charges were 9 \$28,009.34, and the Kiens purchased the \$125,000.00 extra care protection as part of the 10 agreement. See Bill of Lading, Def.'s Ex. C, ECF No. 18-3. 11 Once the packages arrived, the plaintiffs realized that there were items missing from the 12 kitchen, and thereafter, submitted a claim to Allied regarding the missing items on January 28, 13 2024. ECF No. 8 at 3, ¶¶ 12, 14. The plaintiffs claim a loss of personal items in the amount of 14 \$23,928.89. Id. at ¶ 15. The plaintiffs allege that Allied is in breach of their agreement to 15 compensate the plaintiffs for their lost items. Id. at 3–4, ¶ 19. As a result, the plaintiffs filed this 16 action. 17 II. Legal standard 18 Summary judgment is appropriate when the evidence, viewed in the light most favorable 19 to the nonmovant, indicates “no genuine dispute as to any material fact” and that “the movant is 20 entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). A fact is material if it “might affect 21 the outcome of the suit” based on the governing law, and a dispute is genuine “if the evidence is 22 such that a reasonable jury could return a verdict for the nonmoving party.” *Anderson v. Liberty 23 Lobby, Inc.*, 477 U.S. 242, 248 (1986). A “mere disagreement or the bald assertion that a genuine 24 25 26 1 Unless otherwise noted, the court only cites to the plaintiffs’ amended complaint (ECF No. 8) to provide context to this action, not to indicate a finding of fact. 1 issue of material fact exists” is not enough to defeat summary judgment. *Harper v. Wallingford*, 877 2 F.2d 728, 731 (9th Cir. 1989). 3 Because the plaintiffs bear the burden of proof at trial, a moving defendant need only 4 point to an absence of evidence on an element of the plaintiffs’ case. *Musick v. Burke*, 913 F.2d 1390, 5 1394 (9th Cir. 1990). Once the moving party satisfies Rule 56 by demonstrating the absence of 6 any genuine issue of material fact, the burden shifts to the party resisting summary judgment to 7 “set forth specific facts showing that there is a genuine issue for trial.” *Anderson*, 477 U.S. at 250– 8 51. “To defeat summary judgment, the nonmoving party must produce evidence of a genuine 9 dispute of material fact that could satisfy its burden at trial.” *Sonner v. Schwabe N. Am., Inc.*, 911 F.3d 10 989, 992 (9th Cir. 2018); *Galen v. County of Los Angeles*, 477 F.3d 652, 658 (9th Cir. 2007). The 11 nonmoving party “may not rely on denials in the pleadings but must produce specific evidence, 12 through affidavits or admissible discovery material, to show that the dispute exists.” *Bhan v. NME 13 Hosps., Inc.*, 929 F.2d 1404, 1409 (9th Cir. 1991). 14 III. Discussion 15 Allied argues that summary judgment is appropriate due to the plaintiffs’ failure to 16 prosecute their claim through discovery. ECF No. 18 at 3. Specifically, Allied asserts that the 17 plaintiffs failed to participate in discovery, as they did not serve initial disclosures, appear for 18 their depositions, or respond to requests for production. Id. at 5. Moreover, it asserts that the 19 plaintiffs have failed to put forth material facts that it caused the plaintiffs’ injuries. Id. 20 The plaintiffs oppose the motion, in part, asserting the same arguments raised in their 21 response to the motion in limine. See ECF No. 21 at 2; see also Resp. to mot. in limine, ECF No. 20 22 at 2. They further assert that the only rationale for the motion for summary judgment is their 23 error in the discovery process. ECF No. 21 at 2. Moreover, while the

plaintiffs cite the standard 24 for a motion for summary judgment, they do not create a genuine issue of material fact for this 25 court to consider. See ECF No. 21 at 2–4. Instead, they ask the court to grant their motion to 26 1 continue (ECF No. 20 at 4)—that was improperly included² in their response to the motion in 2 limine—to allow facts to be discovered and for the case to proceed on the merits. Id. at 3–4.³ The 3 plaintiffs provide no specific reasoning as to the merits of the defendant’s motion for summary 4 judgment. 5 Because I find that the plaintiffs have not provided the court with sufficient bases to 6 reconsider my order granting the motion in limine, that order stands. See also *United States v. 7 Bensimon*, 172 F.3d 1121, 1127 (9th Cir. 1999) (citation omitted) (explaining that the Supreme 8 Court has recognized “a ruling on a motion in limine is an opinion that falls entirely within the 9 discretion of the district court”). And because an essential element of the claim is not supported 10 by the plaintiffs’ (lack of) evidence or arguments, that is damages, I find that there is no genuine 11 issue of material fact in dispute.⁴ 12 “The Carmack Amendment is a federal statute that provides the exclusive cause of action 13 for interstate shipping contract claims, and it completely preempts state law claims alleging 14 delay, loss, failure to deliver and damage to property.” See *White v. Mayflower Transit, L.L.C.*, 543 F.3d 15 581, 584 (9th Cir. 2008) (citing *Hall v. N. Am. Van Lines, Inc.*, 476 F.3d 683, 687–88 (9th Cir. 2007)). 16 The purpose of this amendment was to provide “a uniform national liability policy for interstate 17 carriers.” See id. (citing *Hughes Aircraft Co. v. N. Am. Van Lines, Inc.*, 970 F.2d 609, 613 (9th Cir. 1992)). 18 19 20 21 2 Local Rule IC 2-2 requires that “for each type of relief requested . . . a separate document must be filed, and a separate event must be selected for that document.” LR IC 2-2. 22 3 Although improper, for judicial efficiency, I in part consider the plaintiffs’ response to be a request for reconsideration of my prior order granting the motion in limine and denying the plaintiffs’ motion to 23 reopen discovery dates. ECF No. 21. Here, counsel has provided no support to warrant reconsideration of my order. While the court remains empathetic regarding counsel’s prior personal challenges, counsel has 24 not provided this court with any assurance that there will now be adherence to new discovery deadlines, and active communication with opposing counsel. See *Frasure v. United States*, 256 F. Supp. 2d 1180, 1183 (D.

25 Nev. 2003) (explaining a motion to reconsider must set forth some valid reason why the court should

reconsider its prior decision by presenting facts or law of a strongly convincing nature). 26 4 See ECF No. 8 at ¶¶ 15, 25 (The plaintiff’s only allegation as to damages is found in their complaint, totaling a cost of \$23,928.89). 1 To prevail on a claim under a Carmack Amendment, a plaintiff must demonstrate three 2 elements: (1) the goods were delivered to the carrier in good condition; (2) “the goods were 3 damaged or loss while in the carrier’s possession”; and (3) damages. See *ASARCO LLC v. Eng. 4 Logistics Inc.*, 71 F. Supp. 3d 990, 994 (D. Ariz. 2014) (citing *Missouri P.R. Co. v. Elmore & Stahl*, 377 5 U.S. 134, 138 (1964)). After a plaintiff makes this showing, the burden is on the carrier to show 6 that the damage was caused by the shipper himself or by the

inherent vice or nature of the 7 goods. Thousand Springs Trout Farms, Inc. v. IML Freight, Inc., 558 F.2d 539, 542 (9th Cir. 1977). The 8 Carmack Amendment establishes a covered carrier is considered liable for damages that it 9 causes to property it transports in the amount of the “actual loss or injury to the property.” See 10 Forman Motorworks, LLC v. Sema Logistics, Inc., 2025 U.S. Dist. LEXIS 154245, at *17 (D. Ariz. Aug. 8, 11 2025) (citing 49 U.S.C. ¶ 11707(a)(1)). 12 Here, Allied argues that the plaintiffs offered no valid legal basis for denying the motion 13 for summary judgment. ECF No. 23 at 2. I agree. The defendant further argues that the 14 undisputed material facts show that the plaintiffs cannot meet the burden of proof on the 15 essential element of their claim. Id. I also agree. The plaintiffs have neither raised any arguments 16 on how there is a genuine issue of material fact as to their Carmack claim nor provided any 17 evidence to support a finding of the damages. See Moalem v. FedEx Ground Package Sys., Inc., 2021 U.S. 18 Dist. LEXIS 269008, at *7 (D. Nev. Mar. 9, 2021) (granting summary judgment when the court 19 found that the plaintiff offered no evidence that his damages were foreseeable under the 20 Carmack Amendment). So I find that there are no disputed issues of material fact regarding the 21 plaintiffs’ damages under the Carmack Amendment, and Allied’s motion for summary judgment 22 is granted.5 Further, because its summary judgment motion granted, I deny as moot its motion 23 for judgment. 24 25 5 Because I grant the motion for summary judgment, I do not address nor award the plaintiffs’ attorney’s fees sought in their complaint. See ECF No. 8 at 5; see also MSIG Mingtai Ins. Co., Ltd v. In-Depth Transp. Inc., 26 2025 U.S. Dist. LEXIS 128512, at * 12 (C.D. Cal. June 30, 2025) (explaining that the Carmack Amendment does not authorize an award of attorney’s fees). Conclusion 2 IT IS HEREBY ORDERED that the defendant’s motion for summary judgment [ECF No. is GRANTED, and its motion for judgment [ECF No. 26] is DENIED as moot. 4 The Clerk of Court is kindly directed to enter jud ent in favor of the defendant, and to 5]] close this case. / 6 Dated: January 14, 2026 tla — 7 Cristing’D. Silva 3 we States District Judge / 9 10 ll 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26