

THOUGHT LEADERSHIP

NEWS RELEASES

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Husch Blackwell Secures Summary Judgment in Interstate Transportation Dispute

Husch Blackwell secured summary judgment in the Southern District of Ohio on behalf of Navis Pack & Ship in an interstate transportation dispute involving missing artwork.

The plaintiff arranged for 11 high-value pieces of artwork to be shipped from Ohio to her residence in Florida. She requested the “White Glove Service,” which included door-to-door handling of the artwork, as well as packing and unpacking at both the origin and destination. The painting was packed in a wooden crate, along with the other artwork and items, and secured to a wooden pallet with shrink wrap and metal bands to prevent tampering. The plaintiff’s home was undergoing renovations and instructed Navis to place the artwork in the garage. The plaintiff signed a delivery receipt confirming that all items were received in good condition and that the shrink wrap and banding were intact.

More than 70 days later, the plaintiff filed suit in Ohio state court alleging various state law claims related to a missing painting, as well as violations of consumer protection laws. Led by partner Julie Maurer, the Husch Blackwell team, which included attorneys Andy Kleiner and Joseph Baratta, removed the matter to federal court. They then moved to dismiss all claims on the grounds that the Carmack Amendment and the Federal Aviation Administration Authorization Act preempted them. Husch Blackwell successfully argued for preemption, prompting the plaintiff to amend her complaint to allege a single cause of action under the Carmack Amendment.

Husch Blackwell later moved for summary judgment, asserting that the plaintiff failed to establish a *prima facie* claim under the Carmack Amendment. Specifically, they argued that the plaintiff could not extend

Carmack liability after accepting delivery of her goods and that her inability to provide competent evidence of the painting's value barred her from recovering damages, which the court agreed with and dismissed the case with prejudice.