

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. **CV 16-7588 FMO (RAOx)** Date **October 24, 2016**

Title **Travelers Property Casualty Co. of America v. Truckaan Wale 22, Inc.**

Present: The Honorable **Fernando M. Olguin, United States District Judge**

Vanessa Figueroa

None

None

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorney Present for Plaintiff(s):

Attorney Present for Defendant(s):

None Present

None Present

Proceedings: (In Chambers) Order to Show Cause re Forum non Conveniens

On October 12, 2016, plaintiff Travelers Property Casualty Company of America (“Travelers” or “plaintiff”), individually and as subrogee of third party Coyote Logistics, LLC (“Coyote” or “third party”), filed its Complaint against defendant Truckaan Wale 22, Inc. (“Truckaan” or “defendant”) alleging: (1) liability under the Carmack Amendment to the Interstate Commerce Act (“Carmack”), 49 U.S.C. § 14706; (2) indemnity under Carmack; and (3) contractual indemnity. (See Dkt. 1, Complaint at ¶¶ 9-21). Specifically, Travelers seeks indemnity against Truckaan under the terms of a Broker-Carrier Agreement (Dkt. 1-1) between Coyote and Truckaan. (See Dkt. 1, Complaint at ¶ 7). Under that agreement, Coyote contracted with Truckaan to ship a cargo of coconut water from New Jersey to California. (See *id.* at ¶ 4). That cargo was destroyed when Truckaan’s truck and trailer caught fire prior to reaching its final destination. (See *id.* at ¶ 6).

The Broker-Carrier Agreement contains a choice of forum provision, which provides that “[a]ny legal action under or pursuant to this [Broker-Carrier] Agreement shall be brought and maintained only in the courts of Cook County, Illinois or Fulton County, Georgia.” (Dkt. 1-1, Broker-Carrier Agreement at § 11.N, ECF 16).

In determining forum non conveniens, a court typically must evaluate both the convenience of the parties and various public-interest considerations, see Piper Aircraft Co. v. Reyno, 454 U.S. 235, 241 n. 6, 102 S.Ct. 252, 258 n. 6 (1981) (listing factors relating to private and public interests). “The calculus changes, however, when the parties’ contract contains a valid forum-selection clause, which represents the parties’ agreement as to the most proper forum.” Atl. Marine Const. Co. v. U.S. Dist. Court, 134 S.Ct. 568, 581 (2013) (internal quotation marks omitted). “First, the plaintiff’s choice of forum merits no weight.” *Id.* Second, the court does not consider the parties’ private interests, and instead considers only the public interest factors. See *id.* at 582 (“[A] district court may consider arguments about public-interest factors only.”). Finally, “plaintiff bears the burden of establishing that [dismissal or transfer] is unwarranted.” *Id.* at 581.

The public-interest factors a court must consider “include the administrative difficulties flowing from court congestion; the local interest in having localized controversies decided at home;

