

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

JOHN NIEMAN,	:	APPEAL NO. C-150666
	:	TRIAL NO. A-1501605
and	:	
CAROL NIEMAN,	:	<i>JUDGMENT ENTRY.</i>
	:	
Plaintiffs-Appellants,	:	
	:	
vs.	:	
	:	
MOVING INSURANCE, LLC,	:	
	:	
RELO VAN LINES, LLC,	:	
	:	
and	:	
	:	
ALL STATE VAN LINES	:	
RELOCATION, INC.,	:	
	:	
Defendants-Appellees,	:	
	:	
and	:	
	:	
ROYAL MOVING COMPANY,	:	
	:	
Defendant.	:	
	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. *See* S.Ct.R.Rep.Op. 2; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Plaintiffs-appellants John and Carol Nieman sued defendants-appellees Moving Insurance, LLC, Relo Van Lines, LLC, and All State Van Lines Relocation,

Inc., in Hamilton County Common Pleas Court, for damages to the Nieman's furniture incurred during a move from Chicago to Cincinnati. The trial court granted the appellees' motions to enforce forum-selection clauses in their contracts with the Niemans and thus to dismiss the claims. Moving Insurance's contract required the Niemans to bring suit in New Jersey. Relo's and All State's required suit in Broward County, Florida.

In a single assignment of error, the Niemans contend that requiring them to bring multiple suits in two separate jurisdictions would be unreasonable and unjust. We review de novo the trial court's enforcement of a contract's forum-selection clause. *See Swaters v. Lawson*, 1st Dist. Hamilton Nos. C-130604 and C-130627, 2014-Ohio-2252, ¶ 11.

Absent evidence of fraud or overreaching, a forum-selection clause in a contract is valid and enforceable, unless it can be clearly shown that enforcement of the clause would be unreasonable and unjust. *See Information Leasing Corp. v. Jaskot*, 151 Ohio App.3d 546, 2003-Ohio-566, 784 N.E.2d 1192, ¶ 11 (1st Dist.). A forum-selection clause that deprives a litigant of *any* forum to bring its action is unjust and unreasonable. *See id.* at ¶ 18; *see also Kennecorp Mtge. Brokers, Inc. v. Country Club Convalescent Hosp., Inc.*, 66 Ohio St.3d 173, 176, 610 N.E.2d 987 (1993). But mere inconvenience in bringing suits in multiple jurisdictions is not sufficient to demonstrate that enforcement would be unjust or unreasonable. A finding of unreasonableness or injustice must be based on more than inconvenience to the party seeking to avoid the forum-selection clause's requirements. *See Information Leasing* at ¶ 19; *see also Superior Care Pharmacy, Inc. v. Medicine Shoppe Internatl., Inc.*, S.D. Ohio No. 2:10-cv-207, 2011 U.S. Dist. LEXIS 13013 (Feb. 10, 2011); *Fred Lurie Associates, Inc. v. Global Alliance Logistics, Inc.*, 453

F.Supp.2d 1351, 1355-57 (S.D.Fla. 2006) (forum-selection clauses enforced even though this resulted in the plaintiff having to litigate against three defendants in three separate forums).

Here, the Niemans do not allege that the forum-selection clauses were obtained by fraud. The gravamen of their argument is the difficulty of bringing suit in multiple states. While the Niemans might find it inconvenient to litigate their claims in New Jersey and Florida, there is no evidence in the record that pursuing litigation in these states would be such a “manifest or grave injustice” as to deny the Niemans a meaningful day in court. *Information Leasing* at ¶ 20. The assignment of error is overruled.

Therefore, the judgment of the trial court is affirmed.

Further, a certified copy of this judgment entry shall constitute the mandate, which shall be sent to the trial court under App.R. 27. Costs should be taxed under App.R. 24.

CUNNINGHAM, P.J., DEWINE and MOCK, JJ.

To the clerk:

Enter upon the journal of the court on May 25, 2016

per order of the court _____.
Presiding Judge