



CASE SUMMARIES

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New Jersey / District of New Jersey
Court dismisses fraud claims against freight broker as preempted but allows contract claim arising from stolen cargo shipment to proceed.

Oneport Global Logistics LLC v. Amerigo Logistics LLC, 2026 U.S. Dist. LEXIS 134233 (D.N.J. June 16, 2026)

The Court granted in part and denied in part a freight broker's motion to dismiss claims arising from the disappearance of a cargo shipment valued at more than \$148,000. Oneport alleged Amerigo falsely confirmed delivery of the shipment after arranging transportation through a motor carrier that allegedly stole the freight and later demanded payment for its return. The Court held that Oneport's fraud and negligent misrepresentation claims were preempted by the FAAAA because they directly related to the broker's transportation services. However, it allowed the breach of contract claim to proceed, finding the complaint plausibly alleged Amerigo failed to comply with specific contractual delivery requirements, including proof-of-delivery obligations.

New Jersey / Appellate Division
Court limits commercial auto coverage to statutory minimum where insured failed to comply with approved-driver endorsement.

Prime Prop. & Cas. Ins., Inc. v. NV Serv., 2026 N.J. Super. Unpub. LEXIS 1208 (App. Div. June 3, 2026)

The Appellate Division affirmed summary judgment holding that a commercial auto insurer was obligated to provide only the minimum liability coverage required by New Jersey's financial responsibility laws after the insured failed to satisfy an approved-driver endorsement. The underlying accident involved a commercial passenger bus operated by a driver whose license had previously been suspended, rendering him ineligible under the policy unless separately approved and scheduled. The Court rejected arguments that New Jersey public policy required the insurer to provide its full \$5 million policy limits, concluding the endorsement was enforceable and limited coverage to the statutory minimum while preserving the insurer's contractual right to seek reimbursement from its insured.

Fifth Circuit / Mississippi
Court upholds \$2.8 million default judgment against trucking company following interstate highway collision.

Roberts v. KJ Win, Inc., 2026 U.S. App. LEXIS 18455 (5th Cir. June 24, 2026)

The Fifth Circuit affirmed a district court's refusal to set aside a \$2.8 million default judgment entered against a trucking company arising from a multi-vehicle collision on Interstate 20. Plaintiffs alleged the company's tractor-trailer was negligently parked on the highway shoulder, triggering a chain-reaction crash that caused significant injuries. After multiple unsuccessful attempts to serve the company's registered agent, plaintiffs effected substitute service through the California Secretary of State. The Court held the district court did not abuse its discretion in finding the company's default was willful and rejected its efforts to vacate the judgment, reinforcing the importance of maintaining accurate corporate registration information and responding promptly to litigation.