

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

S-Platform, LLC v. RPM Express, Inc.; John Does 1-10; Jane Does 1-10; and ABC Companies 1-10

S-Platform · No. 2:23-cv-21480 (BRM) (AME) · Decided January 13, 2026

SUMMARY

The United States District Court for the District of New Jersey denied S-Platform, LLC’s motion to compel arbitration under Federal Rule of Civil Procedure 12(b)(6) as procedurally defective because RPM Express had failed to respond to the Amended Complaint. The Court directed the Clerk to enter default against RPM Express under Rule 55(a), concluding that the defendant had failed to file a responsive pleading after the action was reinstated.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Brian R. Martinotti
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	January 13, 2026
DOCKET	2:23-cv-21480 (BRM) (AME)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to compel arbitration under Federal Rule of Civil Procedure 12(b)(6) and section 4 of the Federal Arbitration Act after Defendant failed to answer the Amended Complaint or oppose the motion. Plaintiff also requested entry of default under Rule 55(a).
STANDARD OF REVIEW	A motion to compel arbitration is reviewed under Rule 12(b)(6) when arbitrability is apparent from the face of the complaint; otherwise, the Rule 56 summary-judgment standard applies. The Court did not reach the merits of arbitrability because the motion was procedurally improper against a defendant that had failed to answer or otherwise defend.
PRECEDENTIAL VALUE	unpublished
PARTIES	S-Platform, LLC v. RPM Express, Inc.; John Does 1-10; Jane Does 1-10; and ABC Companies 1-10

TOPICS

arbitration default waiver civil procedure contracts

PRACTICE AREAS

Civil procedure Arbitration Contracts Commercial litigation

QUESTIONS PRESENTED

1. Whether a motion to compel arbitration under Rule 12(b)(6) is an appropriate procedural vehicle against a defendant that has failed to answer or otherwise defend.
2. Whether the Court should direct entry of default under Rule 55(a) where the defendant failed to file a responsive pleading by the deadline following reinstatement of the action.
3. Whether Defendant waived objections to insufficient process and insufficient service of process by omitting those defenses from its prior Rule 12 motion.

HOLDINGS

1. A motion under Rule 12(b)(6), or alternatively Rule 56(a), is not an appropriate avenue of relief against a defendant that has failed to respond to the operative pleading; absent extraordinary circumstances, Rule 55 is the proper procedural mechanism.
2. Default should be entered against Defendant because it failed to file an answer or other responsive pleading by the applicable deadline after reinstatement of the action.
3. Defendant waived objections to insufficient process and insufficient service of process by omitting those defenses from its prior Rule 12 motion.

KEY QUOTATIONS

“However, absent extraordinary circumstances, Rule 55 is the only appropriate avenue of relief against a defendant which has failed to respond to a pleading.” (III.A)

“Therefore, pursuant to Rule 12(a)(4)(A)(i), Defendant had fourteen days from the date the Court granted Plaintiff’s motion to reinstate to file an answer to the Amended Complaint—March 26, 2025.” (III.B)

“For the reasons set forth above, Plaintiff’s Motion to Compel Arbitration under Rule 12(b)(6) (ECF No. 23) is DENIED and the Clerk’s Office is directed to enter default against Defendant under Rule 55(a).” (IV)

FACTUAL BACKGROUND

S-Platform, a New Jersey company, used RPM Express, a Virginia transportation broker, to arrange transportation of a container containing approximately \$170,000 worth of solar panels. RPM Express allegedly contracted with an unknown party using the identifiers of CST Transport LLC, and the container was later entrusted to a party identifying itself as Remedy Logistics, LLC. The container was not delivered, and the alleged representatives of the involved transportation entities became unresponsive. The parties later discussed mediation, but no mediation agreement was executed.

PROCEDURAL HISTORY

Plaintiff initially filed claims for breach of contract and negligence under diversity jurisdiction. The Court dismissed the original Complaint without prejudice for inadequate pleading of subject-matter jurisdiction, later reinstated the matter, and permitted Plaintiff to file an Amended Complaint. Defendant filed a motion to compel arbitration but did not answer; after the action was dismissed without prejudice by consent and later reinstated, Defendant again failed to file a responsive pleading. The Court denied the motion to compel arbitration as procedurally defective and directed the Clerk to enter default under Rule 55(a).

DISPOSITION

other

CASES CITED

- Phillips v. County of Allegheny, 515 F.3d 224, 228 (3d Cir. 2008)
- In re Burlington Coat Factory Securities Litigation, 114 F.3d 1410, 1426 (3d Cir. 1997)
- S. Broward Hospital District v. Medquist, Inc., 258 F. App'x 466, 467 (3d Cir. 2007)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24-25 (1983)
- White v. Samsung Electronics America, Inc., 61 F.4th 334, 338 (3d Cir. 2023)
- Morgan v. Sundance, Inc., 596 U.S. 411, 418 (2022)
- Prima Paint Corp. v. Flood & Conklin Manufacturing Co., 388 U.S. 395, 404 n.12 (1967)
- Gay v. CreditInform, 511 F.3d 369, 386 (3d Cir. 2007)
- Great Western Mortgage Corp. v. Peacock, 110 F.3d 222, 228 (3d Cir. 1997)
- MZM Construction Co. v. New Jersey Building Laborers Statewide Benefit Funds, 974 F.3d 386, 399 (3d Cir. 2020)
- Certain Underwriters at Lloyd's London v. Westchester Fire Insurance Co., 489 F.3d 580, 585 (3d Cir. 2007)
- Guidotti v. Legal Helpers Debt Resolution, L.L.C., 716 F.3d 764, 773-74 (3d Cir. 2013)
- Thomas v. Jenny Craig, Inc., Civ. A. No. 10-2287, 2010 WL 3076861, at *3 (D.N.J. Aug. 4, 2010)
- Century Indemnity Co. v. Certain Underwriters at Lloyd's, 584 F.3d 513, 523 (3d Cir. 2009)
- Salvadori v. Option One Mortgage Corp., 420 F. Supp. 2d 349, 356 (D.N.J. 2006)
- Sarbak v. Citigroup Global Markets, Inc., 354 F. Supp. 2d 531, 537 (D.N.J. 2004)
- First Options of Chicago, Inc. v. Kaplan, 514 U.S. 938, 944 (1995)
- Blair v. Scott Specialty Gases, 283 F.3d 595, 603 (3d Cir. 2002)
- Levy v. AT&T Services, Inc., Civ. A. No. 21-11758, 2022 WL 844440, at *3-*4 (D.N.J. Mar. 22, 2022)
- James v. Global TelLink Corp., 852 F.3d 262, 265 (3d Cir. 2017)
- Crawford v. Compass Group USA, Civ. A. No. 14-2545, 2015 WL 1006389, at *3 (D.N.J. Mar. 6, 2015)
- Sauberman v. Avis Rent a Car System, L.L.C., Civ. A. No. 17-756, 2017 WL 2312359, at *2 (D.N.J. May 26, 2017)

- *Jayasundera v. Macy's Logistics & Operations, Department of Human Resources*, Civ. A. No. 14-7455, 2015 WL 4623508, at *2 (D.N.J. Aug. 3, 2015)
- *Corradi v. Rey*, Civ. A. No. 16-5076, 2019 WL 763598, at *1 (D.N.J. Feb. 21, 2019)
- *Husain v. Casino Control Commission*, 265 F. App'x 130, 133 (3d Cir. 2008)
- *Everett v. BRP-Powertrain, GmbH & Co. KG*, 282 F. Supp. 3d 1063, 1068 (E.D. Wis. 2017)
- *R. A. Castille & Associates, Inc. v. Correctional Medical Care Associates, Inc.*, Civ. A. No. 10-2322, 2011 WL 13227691, at *1 (E.D. Pa. Jan. 13, 2011)
- *Gold Kist, Inc. v. Laurinburg Oil Co.*, 756 F.2d 14, 16 (3d Cir. 1985)
- *Kleckner v. Glover Trucking Corp.*, 103 F.R.D. 553, 555 (M.D. Pa. 1984)
- *Mitchell v. Fuentes*, Civ. A. No. 12-3394, 2017 WL 8776965, at *2 (D.N.J. Dec. 15, 2017), *aff'd*, 761 F. App'x 109 (3d Cir. 2019)
- *Reardon v. Hillman*, Civ. A. No. 18-1296, 2018 WL 1665700, at *4 (D.N.J. Apr. 6, 2018), *aff'd*, 735 F. App'x 45 (3d Cir. 2018)
- *Bey v. Bruey*, Civ. A. No. 09-1092, 2009 WL 961411, at *4 (D.N.J. Apr. 8, 2009)
- *Stout Street Funding LLC v. Johnson*, 873 F. Supp. 2d 632, 647 (E.D. Pa. 2012)
- *Perlberger v. Caplan & Luber, LLP*, 152 F. Supp. 2d 650, 653 (E.D. Pa. 2001)
- *Quality Line Express, LLC v. Little Chubby One, Inc.*, Civ. A. No. 22-7456, 2024 WL 5248027, at *4 (D.N.J. Dec. 30, 2024)
- *W. Trenton Hardware, LLC v. Brooklyn Textiles, LLC*, Civ. A. No. 21-17662, 2024 WL 4263209, at *3 (D.N.J. Sept. 23, 2024)
- *Silicon Valley Bank v. Saggi*, Civ. A. No. 20-17813, 2021 WL 2525740, at *4 (D.N.J. June 21, 2021)
- *Sompo Japan Insurance Co. of America v. Norfolk Southern Railway Co.*, 762 F.3d 165, 176 (2d Cir. 2014)