

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

Jeffrey Newland v. Imperial River Transport, LLC

Newland · No. 2:24-cv-01258 · Decided May 12, 2026

SUMMARY

The United States District Court for the Western District of Pennsylvania grants Jeffrey Newland’s motion for leave to file a first amended complaint adding Campbell Transportation Company and CTC Liquid Services LLC as defendants. The court rejects the asserted statute-of-limitations and prejudice objections, denies the motions for a sur-reply and extension of the mediation deadline, requires the amended complaint to comply with Federal Rules of Civil Procedure 8 and 10, and administratively closes the case during a stay.

CASE DETAILS

COURT	United States District Court for the Western District of Pennsylvania
WRITING FOR THE COURT	Cathy Bissoon
JURISDICTION	United States District Court for the Western District of Pennsylvania
DECIDED	May 12, 2026
DOCKET	2:24-cv-01258
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 15(a)(2) for leave to file a first amended complaint adding two defendants and asserting claims relating to an implied warranty of workmanlike services. Defendant opposed the amendment, moved for leave to file a sur-reply, and argued futility, undue prejudice, and undue delay.
STANDARD OF REVIEW	A motion for leave to amend under Rule 15(a)(2) is governed by the liberal standard that leave should be freely given when justice so requires; the opposing party bears the burden of showing prejudice, bad faith, undue delay, or futility. Futility is evaluated under the same legal-sufficiency standard applicable to Rule 12(b)(6).
PRECEDENTIAL VALUE	Unknown

TOPICS

- motion to amend
- pleadings
- civil procedure
- admiralty
- breach of contract

PRACTICE AREAS

civil procedure

admiralty

maritime contracts

pleading and amendment

QUESTIONS PRESENTED

1. Whether Plaintiff should be granted leave to amend the complaint to add Campbell Transportation Company and CTC Liquid Services LLC as defendants.
2. Whether the proposed warranty-of-workmanlike-services claim was futile because the maritime personal-injury statute of limitations in 46 U.S.C. § 30106 allegedly barred it.
3. Whether Defendant established undue prejudice or undue delay sufficient to defeat the motion to amend.
4. Whether Plaintiff was entitled to attorney fees under 28 U.S.C. § 1927 for responding to Defendant's opposition.
5. Whether Defendant should be permitted to file a sur-reply.

HOLDINGS

1. Leave to amend should be granted under Rule 15(a)(2) because Defendant did not show futility, bad faith, undue delay, or undue prejudice.
2. The proposed claim for breach of an implied warranty of workmanlike services was not shown to be barred by 46 U.S.C. § 30106 because the claim sounded in contract rather than in a maritime tort.
3. The amended complaint must comply with Rules 8 and 10 by clearly and separately identifying its causes of action and providing a short and plain statement of the claims; failure to do so could result in dismissal.
4. Plaintiff was not entitled to attorney fees under § 1927 because the Court found no bad faith by Defendant's counsel.
5. Defendant's motion for leave to file a sur-reply was denied because the proposed sur-reply was unnecessary and the Court had declined to impose sanctions.

KEY QUOTATIONS

“Given the liberal standard under Rule 15(a), ‘the burden is on the party opposing the amendment to show prejudice, bad faith, undue delay[] or futility.’” (Mem. § I.B.i)

“A claim for the breach of the warranty ‘arises under operation of contract but extends to all foreseeable parties, including the employees of the shipowner.’” (Mem. § I.B.i)

“The Third Circuit has criticized ‘the all too common shotgun pleading approach’ to complaints.” (Mem. § I.B.ii)

“Plaintiff is ORDERED to file an amended complaint complying with Federal Rules of Civil Procedure 8 and 10 on or before May 20, 2026.” (Order)

FACTUAL BACKGROUND

Plaintiff Jeffrey Newland was employed as a crewmember aboard the M/V Mary Rose, a tow vessel operated by Imperial River Transport, LLC. On May 11, 2022, the vessel allegedly collided with barges and broke rigging after the captain maneuvered at an unreasonable speed and lost control. Plaintiff alleged that the owners of the barges and associated rigging, Campbell Transportation Company and CTC Liquid Services LLC, were contractually connected to IRT and that he was a third-party beneficiary of an implied warranty of workmanlike services.

PROCEDURAL HISTORY

Plaintiff filed the action on September 6, 2024, alleging injuries sustained while working as a crewmember aboard a tow vessel. Defendant answered, and the case experienced multiple continuances and an administrative stay concerning Plaintiff's competency to proceed. After the parties stipulated to Plaintiff's competency, the Court set a deadline for amended pleadings. Plaintiff timely moved to amend, and the Court granted the motion subject to compliance with Rules 8 and 10, denied Defendant's sur-reply motion, stayed existing deadlines, and administratively closed the case during the stay.

DISPOSITION

other

CASES CITED

- Graham v. Progressive Direct Ins. Co., 271 F.R.D. 112, 122 (W.D. Pa. 2010)
- Chancellor v. Pottsgrove Sch. Dist., 501 F. Supp. 2d 695, 700 (E.D. Pa. 2007)
- Great W. Mining & Mineral Co. v. Fox Rothschild LLP, 615 F.3d 159, 175 (3d Cir. 2010)
- In re Merck & Co. Sec., Derivative, & ERISA Litig., 493 F.3d 393, 400 (3d Cir. 2007)
- Shane v. Fauver, 213 F.3d 113, 115 (3d Cir. 2000)
- Chisholm v. UHP Projects, Inc., 205 F.3d 731, 734 (4th Cir. 2000)
- Sanderlin v. Old Dominion Stevedoring Corp., 385 F.2d 79, 81-82 (4th Cir. 1967)
- Oglebay Norton Co. v. CSX Corp., 788 F.2d 361, 364-65 (6th Cir. 1986)
- United N.Y. Sandy Hook Pilots Ass'n v. Rodermond Indus., Inc., 394 F.2d 65, 74-75 (3d Cir. 1968)
- Dole v. Arco Chem. Co., 921 F.2d 484, 488 (3d Cir. 1990)
- Grider v. Keystone Health Plan Cent., Inc., 580 F.3d 119, 142 (3d Cir. 2009)
- LaSalle Nat'l Bank v. First Conn. Holding Grp., LLC XXIII, 287 F.3d 279, 289 (3d Cir. 2002)
- Bartol v. Barrowclough, 251 F. Supp. 3d 855, 859 (E.D. Pa. 2017)
- Hynson v. City of Chester Legal Dep't, 864 F.2d 1026, 1031 n.13 (3d Cir. 1988)
- Weiland v. Palm Beach Cnty. Sheriff's Off., 792 F.3d 1313, 1321 (11th Cir. 2015)
- Guth v. Tex. Co., 155 F.2d 563, 565-66 (7th Cir. 1946)
- Tice v. Wilson, No. 1:24-cv-00044, 2024 WL 4336306, at *1 (W.D. Pa. Sept. 27, 2024)
- Gentry v. Sikorsky Aircraft Corp., No. 2:18-cv-01326, 2018 WL 6329147, at *2 (E.D. Pa. Dec. 4, 2018)
- NorFab Corp. v. Travelers Indem. Co., 555 F. Supp. 2d 505, 513 (E.D. Pa. 2008)

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