

## Additional Representative Cases

- Times Media Private Ltd. v. "VILLE DE MIMOSA"; FTS Int'l, 2004 U.S. Dist. LEXIS 14090; 2004 AMC 700 (CD CA 2004) (Carrier was not entitled to vacate a default judgment in a shipper's lawsuit for damage to shipped goods. The carrier's failure to answer constituted culpable conduct, and it failed to offer a credible explanation for its failure to respond.).
- Vogt-Nem, Inc. v. M/V TRAMPER, 263 F. Supp. 2d 1226; 2002 U.S. Dist. LEXIS 26387; 2003 AMC 21 (ND CA 2002) (choice of law, contracts, venue and enforcement of foreign forum selection clause in Rotterdam).
- The Nissan Fire & Marine Insurance Co. v. BAX Global Inc., 2008 U.S. App. LEXIS 12624 (9TH Cir. 2008) (Hague Protocol, rather than the Warsaw Convention, applies to shipments between the United States and Hong Kong. The U.S. Senate's 1999 ratification of Montreal Protocol No. 4 was as an accession to the Hague Protocol of 1955.).
- American IC Exch., Inc. v. Federal Express Corp., 1999 U.S. App. LEXIS 10983 (9th Cir. 1999) (application of the Warsaw Convention to transportation by air between the United States and Taiwan).
- Phoenix Engineering & Supply v. American President Lines, 1992 U.S. Dist. LEXIS 6050; 1992 AMC 2222; 92 Daily Journal DAR 16686 (N.D. Cal. 1992)(notice and fair opportunity to limit liability pursuant to bill of lading terms under the Carriage of Goods by Sea Act (COGSA)).