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INEFFICIENT LITIGATION OVER FORUM: THE UNINTENDED CONSEQUENCE OF THE JVCA'S "BAD FAITH" EXCEPTION TO THE BAR ON REMOVAL OF DIVERSITY CASES AFTER ONE YEAR

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Introduction

Congress enacted the Jurisdiction and Venue Clarification Act ("JVCA") on December 7, 2011,[1] amending numerous removal and venue statutes within the Judicial Code. The JVCA has been described as the "the most far-reaching package of revisions to the Judicial Code since the Judicial Improvements Act of 1990."[2] The JVCA was intended to "bring[] more clarity to the operation of Federal jurisdictional statutes"[3] and to decrease the amount of time wasted "determining jurisdictional issues at the expense of adjudicating underlying litigation."[4]

The JVCA's provisions dealing with removal and remand of civil cases are likely to be critically important because they will affect everyday practice in state and federal courts. In light of the widespread and prominent nature of removal/remand litigation in contemporary civil

1. Federal Courts Jurisdiction and Venue Clarification Act of 2011, Pub. L. No. 112-63, 125 Stat. 758 (codified as amended in scattered sections of 28 U.S.C.). The House Report candidly admits that due to more pressing agenda items in 2010, no hearings were held to evaluate House Bill 4113. Instead of going through the formal vetting process, major stakeholder groups were given the opportunity to identify controversial provisions, which were then reportedly deleted. *See* H.R. REP. NO. 112–10, at 2 (2011). Although a hearing was held in 2005 with respect to an earlier version of the bill, the plaintiffs' bar did not have representation at the hearing. *See* Arthur D. Hellman, *Another Voice for the "Dialogue": Federal Courts as a Litigation Course*, 53 ST. LOUIS U. L.J. 761, 772 (2009) [hereinafter Hellman, *Another Voice*].

2. Arthur Hellman, *The Federal Jurisdiction and Venue Clarification Act Is Now Law*, JURIST-FORUM (Dec. 30, 2011, 5:00 PM), http://jurist.org/forum/2011/12/arthur-hellman-jvca.php [hereinafter Hellman, *JVCA Is Now Law*].

3. H.R. REP. NO. 112–10, at 1.

4. *Id.* at 2.

litigation, the provisions will affect everything from run-of-the-mill torts cases to complex products liability cases and insurance litigation.[5] Although many commentators agree that the JVCA clarifies certain aspects of removal law and resolves some circuit court splits over removal issues,[6] others have criticized certain JVCA provisions for adopting bad policies or failing to adequately clarify critical aspects of removal law.[7] Of the various

5. *See* John E. Goodman, *The Route to Federal Court Clarified: Congress Amends Removal Statutes*, CORP. COUNS. (Law Journal Newsletters, Philadelphia, Pa.), Mar. 2012, at 3, http://media.lockelord.com/files/Uploads/Documents/LJN_NLCOR_2012_03_01.pdf (describing the JVCA's removal provisions as the most significant); E. Farish Percy, *The Fraudulent Joinder Prevention Act of 2016: Moving the Law in the Wrong Direction*, 62 VILL. L. REV. 213, 213 n.1 (2017) [hereinafter Percy, *Fraudulent Joinder Prevention Act*] (citing statistics indicating that 466 federal district court opinions in 2015, 461 federal district court opinions in 2014, and 509 federal district court opinions in 2013 referenced "fraudulent joinder" and likely involved the district court's ruling on the plaintiff's motion to remand); E. Farish Percy, *Making a Federal Case of It: Removing Cases to Federal Court Based upon Fraudulent Joinder*, 91 IOWA L. REV. 189, 191-93 (2005) (discussing the dramatic increase in removal/remand litigation concerning fraudulent joinder) [hereinafter Percy, *Making a Federal Case of It*]; E. Farish Percy, *The* Tedford *Equitable Exception Permitting Removal of Diversity Cases After One Year: A Welcome Development or the Opening of Pandora's Box?*, 63 BAYLOR L. REV. 146, 147-48 (2011) (discussing the increasing frequency of intense forum selection battles in civil litigation) [hereinafter Percy, *The* Tedford *Equitable Exception*]; *Hellman, JVCA Is Now Law*, *supra* note 2 (discussing the centrality of removal/remand litigation and concluding that "[f]rom a litigation perspective, the most important elements of the JVCA are those relating to removal jurisdiction and procedure").

6. *See, e.g.*, Goodman, *supra* note 5, at 1; (concluding that the JVCA resolved some circuit court splits over removal issues); Stephen Plitt & Joshua D. Rogers, *Delay, Manipulation, and Controversy: The Impact of the 2012 Amendments to 28 U.S.C. § 1446 on the Battles for Removal of Cases to Federal Court*, 6 PHOENIX L. REV. 633, 656 (2013) (concluding that the amendments address certain types of forum manipulation by plaintiffs and add greater structure to removal/remand law).

7. *See, e.g.*, William Baude, *Clarification Needed: Fixing the Jurisdiction and Venue Clarification Act*, 110 MICH. L. REV. 33, 35-36 (2012) (critiquing the Act because it does not: (i) provide a rule when state law permits but does not require the plaintiff to demand a specific amount of damage in the complaint; (ii) define or explain the preponderance of the evidence standard for demonstrating the amount in controversy; or (iii) address the fact that it is difficult to know whether and when a case is removable, making it hard to comply with the removal deadlines); Paul E. Lund, *The Timeliness of Removal and Multiple-Defendant Lawsuits*, 64 BAYLOR L. REV. 50, 95-112 (2012) (criticizing the codification of the last-served defendant rule and arguing that the rule was adopted in response to an overstated fear of forum manipulation by plaintiffs); Jayne S. Ressler, *Removing Removal's Unanimity Rule*, 50 HOUS. L. REV. 1391, 1430-31 (2013) (criticizing the codification of the rule of unanimity because it provides an opportunity for forum manipulation by plaintiffs); Nathan A. Lennon, Note, *Two Steps Forward, One Step Back: Congress Has Codified the* Tedford

JVCA provisions revising removal/remand procedure,[8] this Article focuses on the JVCA's bad faith exception to the bar on removal of diversity cases more than one year after commencement in state court.

Prior to the JVCA amendment, § 1446(b) prohibited removal of a case on the basis of diversity jurisdiction more than one year after commencement of the case in state court.[9] The one-year bar was intended to minimize the inefficiency created when cases are removed after substantial progress in state courts, which requires a second judge to become familiar with the case and often results in delay of final resolution.[10] In addition to curtailing the inefficiency caused by late removals, the one-year bar made it possible for some plaintiffs to prevent removal within the one-year period by manipulating removal jurisdiction. A plaintiff, for example, might conceal the true amount in controversy in a case involving complete diversity until expiration of the one-year period or sue a diverse defendant and join a non-diverse or in-state defendant and refuse to settle with or dismiss the jurisdictional spoiler until after expiration of the one-year period.[11] Although some federal courts recognized an equitable exception to the one-year bar, most determined that the one-year bar was jurisdictional rather than procedural, and therefore not subject to an equitable exception.[12]

In an effort to prevent or at least curtail plaintiffs' forum manipulation and to reduce litigation over forum,[13] Congress passed the JVCA and amended § 1446 to prohibit removal of a case on the basis of diversity jurisdiction more than one year after commencement "unless the district court finds that the plaintiff acted in bad faith in order to prevent a defendant from removing the action."[14] Ironically, and in keeping with the law of unintended consequences,[15] the JVCA's bad faith exception to the

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Equitable Exception, but Will Inconsistent Applications of "Bad Faith" Swallow the Rules?, 40 N. KY. L. REV. 233, 243 (2013) (pointing out that the statute does not define bad faith and that district courts will almost certainly apply the exception inconsistently).

8. *See infra notes* 97-106 and accompanying text discussing the various JVCA amendments in greater detail.

9. 28 U.S.C. § 1446(b) (Supp. IV. 2010) (current version at 28 U.S.C. § 1446(c) (2012)).

10. See *infra* notes 24-27 and accompanying text for a discussion of the legislative history of the one-year bar.

11. For a discussion of the manner in which plaintiffs have manipulated the one-year bar so as to prevent removal, see *infra* notes 129-58 and accompanying text.

12. *See infra* notes 35-50 and accompanying text.

13. *See infra* notes 60-90 and accompanying text.

14. 28 U.S.C. § 1446(c) (2012).

15.

bar on removal of diversity cases more than one year after commencement has not reduced wasteful litigation over jurisdiction. Instead, it did just the opposite: it increased inefficient litigation over forum while only marginally preventing plaintiffs' bad-faith forum manipulation. Moreover, it created a perverse incentive for defendants to manipulate the forum by wrongfully removing cases based upon the exception for the purpose of delaying the eventual resolution of the litigation in state court while forcing plaintiffs to expend greater resources.[16] Of the 160 cases analyzed by the author that have been removed to federal district court based upon the JVCA's bad faith exception, the district court found bad-faith forum manipulation by the plaintiff in only twenty-four cases.[17] The other 136

> The law of unintended consequences, often cited but rarely defined, is that actions of people—and especially of government—always have effects that are unanticipated or 'unintended.' Economists and other social scientists have heeded its power for centuries; for just as long, politicians and popular opinion have largely ignored it.

Rob Norton, *Unintended Consequences*, LIBRARY OF ECON. & LIBERTY, http://www.econlib.org/library/Enc1/UnintendedConsequences.html (last visited July 6, 2018).

16. *See* Theodore Eisenberg and Trevor W. Morrison, *Overlooked in the Tort Reform Debate: The Growth of Erroneous Removal*, 2 J. EMPIRICAL LEGAL STUD. 551, 553 (2005) (observing that defendants may remove cases to force their less well-financed opponents to incur additional litigation expense); Christopher Terranova, *Erroneous Removal as a Tool for Silent Tort Reform: An Empirical Analysis of Fee Awards and Fraudulent Joinder*, 44 WILLAMETTE L. REV. 799, 799-800 (2008) (discussing a study which indicated that defendants are much more likely to remove cases involving individual plaintiffs rather than corporate plaintiffs, "perhaps because such plaintiffs suffer more from delay and added cost"). Defendants also benefit from delays in the resolution of tort litigation because they are generally not required to pay interest on non-economic damages.

17. The author conducted a Westlaw search on August 8, 2018, of all federal district court opinions: (i) containing the terms "bad faith" and "1446(c)"; and (ii) decided between January 7, 2013 and June 30, 2018. The search yielded 634 cases. Table A includes 136 opinions in which the district court remanded the case back to state court after finding insufficient evidence that the plaintiff manipulated removal jurisdiction in bad faith. The 136 cases include cases in which the JVCA did not apply because the case was commenced before January 7, 2012; however, the district court applied the *Tedford* equitable exception (discussed at *infra* notes 35-50 and accompanying text) and made findings regarding the removing defendant's allegation of plaintiff's bad-faith forum manipulation. In addition, two of the 136 opinions involved multiple removals of separate mesh implant cases. *In re* Boston Sci. Corp., No. CV-15-06764 et al., 2015 WL 6456528, at *1 (C.D. Cal. Oct. 26, 2015) (remanding sixty-two separate cases) (Case No. 78 in Table A); *In re* Boston Sci. Corp., No. CV-15-6666-PA et al., 2015 WL 5822582, at *1, *5 (C.D. Cal. Sept. 20, 2015) (remanding 102 separate cases) (Case No. 79 in Table A). Rather than treat these as 164 remanded cases, the author has treated them as two remanded cases for purposes of the statistical analysis. Table B includes twenty-four cases in which the district court denied the plaintiff's motion

cases were remanded back to state court based upon insufficient evidence of plaintiff's bad-faith forum manipulation. In other words, eighty-five percent of the cases removed based upon alleged bad faith were eventually remanded to state court.[18]

Robert Merton, an American sociologist, first articulated the law of unintended consequences in his article entitled "The Unanticipated Consequences of Purposive Social Action."[19] Merton categorized unintended consequences as beneficial, merely detrimental, or perverse.[20] He further identified a desire for immediate action and ignorance as two causes of unintended consequences.[21] A desire for an immediate response to a perceived problem may compel a person or a governing body to act or legislate based upon incomplete information.[22] Acting upon incomplete information, ignorant to all of the facts, makes it difficult, if not impossible, to accurately predict and anticipate unintended consequences.[23]

Congress, acting out of a desire to curtail plaintiffs' manipulation of the one-year bar, and protect diverse defendants' right to remove, enacted the bad faith exception to the one-year bar without fully considering or exploring its efficacy or the manner in which such an exception would

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to remand based upon a finding of bad-faith forum manipulation. Table C includes 179 cases that were removed more than one year after commencement but were decided on grounds other than the bad-faith exception to the one-year bar. Table D includes 283 cases that did not involve removal based upon diversity jurisdiction more than one year after commencement. Table E includes twelve cases that did not fall into any of the above four categories. Of the 160 cases in which the district court made findings regarding the plaintiff's bad-faith forum manipulation, the district courts found insufficient evidence of such manipulation in 136 cases. January 7, 2013 was the first possible date on which the bad-faith exception could be triggered because the JVCA applies to cases commenced in state court on or after January 7, 2012. *See infra* note 94.

18. Prior to the enactment of the one-year bar, this author conducted a similar study of cases removed based upon the *Tedford* equitable exception. That study indicated that more than eighty-three percent of cases removed based upon the exception were remanded back to state court. *See* Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 178-83.

19. Robert K. Merton, *The Unanticipated Consequences of Purposive Social Action*, 1 AM. SOC. REV. 894 (1936); *see also* Edward J. Imwinkelried, *The Need for Truly Systemic Analysis of Proposals for the Reform of Both Pretrial Practice and Evidentiary Rules: The Role of the Law of Unintended Consequences in "Litigation" Reform*, 32 REV. LITIG. 201, 214 (2013); Norton, *supra* note 15.

20. Merton, *supra* note 19, at 895; *see also* Imwinkelried, *supra* note 19, at 214; Norton, *supra* note 15.

21. Merton, *supra* note 19, at 900; *see also* Imwinkelried, *supra* note 19, at 214-15; Norton, *supra* note 15.

22. *See* Imwinkelried, *supra* note 19, at 214-15.

23. *Id.*

encourage defendants to engage in improper forum manipulation by wrongfully removing cases based upon the exception. Now that the bad faith exception has been in effect for more than six years, it is possible and prudent to evaluate its effectiveness. Part I of this Article examines the legislative history of the one-year bar and the JVCA's bad faith exception to the one-year bar. Part II reviews removal/remand law and explores the primary methods by which plaintiffs manipulate jurisdiction in order to improperly prevent removal. Part III reviews the manner in which courts have interpreted and applied the bad faith exception to the various types of plaintiff forum manipulation. Part IV critiques the bad faith exception and considers whether it effectively prevents plaintiffs' bad-faith forum manipulation. The Article concludes by arguing that Congress should eliminate the bad faith exception because: (1) it increases inefficient litigation over forum; (2) it only marginally protects diverse defendants' right to remove; (3) it creates perverse incentives for plaintiffs to retain jurisdictional spoilers past the one-year mark and engage in meaningless discovery for the sole purpose of satisfying the inquiry into whether they have actively litigated the claim against the spoiler; (4) it lacks definitional clarity and so invites defendants to erroneously remove for strategic gain; (5) it creates perverse incentives for defendants to engage in bad-faith forum manipulation by removing based upon frivolous allegations that the exception applies; (6) it allows defendants to strategically remove once litigation in state court takes an unfavorable turn; and (7) it is largely unnecessary given that most plaintiff forum manipulation is either evident from the outset of litigation or can be discovered within the one-year period.

I. The Origins of the One-Year Bar and the Bad Faith Exception

A. The One-Year Bar

The bar on removal of diversity cases more than one year after commencement in state court was added to 28 U.S.C. § 1446(b) in 1988 when Congress enacted the Judicial Improvements and Access to Justice Act.[24] The one-year bar was part of an overall effort to reduce the federal caseload and to prohibit removal "after substantial progress has been made in state court."[25] The amendment sought to curb the inefficiency of

24. Pub. L. No. 100-702, 102 Stat. 4642 (1988).

25. H.R. REP. NO. 100-889, at 44-45, 72 (1988), *reprinted in* 1988 U.S.C.C.A.N. 5982, 6005, 6033. Although the Judicial Conference originally proposed abolishing diversity

requiring a second judge to become familiar with a case after a state court judge's significant involvement and to avoid the wasteful "delay and disruption" that late removals cause, particularly removals of cases nearing or in the midst of trial.[26] At the time of enactment, Congress was aware that the one-year bar would invite plaintiffs to engage in tactical gamesmanship in an effort to defeat removal but determined that the administrative and economic benefits of the absolute one-year bar outweighed the cost of plaintiff forum manipulation.[27]

B. Gamesmanship by Plaintiffs

In contemporary civil litigation, whether a federal district court may properly exercise jurisdiction over a case that has been removed from state court based upon diversity is "[o]ne the most hotly contested procedural issues,"[28] as evidenced by the extent of removal/remand litigation in federal district courts.[29] The intensity with which plaintiffs and defendants litigate the issue of forum is due to the actual and perceived benefits plaintiffs can derive by keeping their case in state court and defendants can derive by successfully removing to federal court.[30] Given the stakes at issue, it is not

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jurisdiction, the 1988 Act curtailed diversity jurisdiction by raising the jurisdictional amount from $10,000 to $50,000. *Id.* at 25, *reprinted in* 1988 U.S.C.C.A.N. at 5985-86.

26. *Id.* at 44-45, 72, *reprinted in* 1988 U.S.C.C.A.N. at 6005, 6033.

> The amendment addresses problems that arise from a change of parties as an action progresses toward trial in state court. The elimination of parties may create for the first time a party alignment that supports diversity jurisdiction. Under section 1446(b), removal is possible whenever this event occurs, so long as the change of parties was voluntary as to the plaintiff. Settlement with a diversity-destroying defendant on the eve of trial, for example, may permit the remaining defendants to remove.

Id. at 72, *reprinted* in 1988 U.S.C.C.A.N. 6032-33; *see* Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 156.

27. *See* Burns v. Windsor Ins., 31 F.3d 1092, 1097 n.12 (11th Cir. 1994) ("Congress has recognized and accepted that, in some circumstances, plaintiff[s] can and will intentionally avoid federal jurisdiction.").

28. Michael W. Lewis, *Comedy or Tragedy: The Tale of Diversity Jurisdiction Removal and the One-Year Bar*, 62 SMU L. REV. 201, 206 (2009).

29. *See* Percy, *Making a Federal Case of It*, *supra* note 5, at 191-93; *see also* Hellman, *Another Voice*, *supra* note 1, at 768 (arguing that removal/remand litigation is so frequent that the "law and strategy of removal should be a pervasive part of a Federal Courts course").

30. *See* Kevin M. Clermont & Theodore Eisenberg, *Do Case Outcomes Really Reveal Anything About the Legal System? Win Rates and Removal Jurisdiction*, 83 CORNELL L. REV. 581, 599 (1998) (discussing empirical research indicating that defendants experience an actual benefit in cases removed based upon diversity in comparison to cases originally

surprising that plaintiffs and defendants engage in various strategies to secure the more favorable forum. Plaintiffs will structure their cases in an attempt to avoid removal,[31] and defendants will remove cases and oppose plaintiffs' motions to remand, even when there is no basis for removal jurisdiction.[32] Although forum shopping may be viewed as "tactical chicanery" by some,[33] many argue that forum shopping in a manner consistent with governing law is not only permissible, but expected and responsible.[34] The difficulty lies in drawing the line between permissible and responsible forum shopping versus impermissible and unfair forum shopping.

C. The Tedford *Equitable Exception*

In 2003, when deciding *Tedford v. Warner-Lambert Co.*,[35] the Fifth Circuit recognized an equitable exception to the one-year bar in cases

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filed in federal court based upon diversity); Lewis, *supra* note 28, at 206 ("[B]oth the plaintiff and the defense sides of the bar generally believe that defendants derive a significant advantage by removing a case to federal court."); Paul Rosenthal, *Improper Joinder: Confronting Plaintiff's Attempts to Destroy Federal Subject Matter Jurisdiction*, 59 AM. U. L. REV. 49, 55 (2009) ("Forum selection is often the most important strategic decision a party makes in a lawsuit."). Defendants' and plaintiffs' shared perception of a difference in outcome likely produces a real difference in outcome given that settlement agreements are influenced by perceived advantages or disadvantages of the forum. *See* Percy, *Fraudulent Joinder Prevention Act*, *supra* note 5, at 213; Rosenthal, *supra*, at 50-51.

31. *See* Erik B. Walker, *Keep Your Case in State Court*, TRIAL, Sept. 2004, at 22 (instructing plaintiffs' lawyers regarding methods to resist removal and keep litigation in state court).

32. *See* Lewis, *supra* note 28, at 228-29 (acknowledging that defendants are incentivized to wrongfully remove cases "on the gamblers' chance" that removal might be successful).

33. David D. Siegel, Commentary on 1988 Revision of Section 1446, 28 U.S.C.A. § 1446 (West 1996) (commenting that the one-year bar may "invite tactical chicanery").

34. *See* Rosenthal, *supra* note 30, at 56-57; *see also* Richard Maloy, *Forum Shopping? What's Wrong with That?*, 24 QUINNIPIAC L. REV. 25, 25-26, 60 (2005) (arguing that lawyers should engage in permissible forum selection); Georgene M. Vairo, *Is Selection Shopping?*, NAT'L L.J., Sept. 18, 2000, at A16 (arguing that forum shopping is only improper when the choice of forum is "frivolous"); *see also* Forrest v. Johnson & Johnson, No. 4:17-CV-01855-JAR, 2017 WL 3087675, at *2 (E.D. Mo. July 20, 2017) (stating that even though "[p]laintiffs clearly sought to secure an advantageous forum in the state court and joined certain Plaintiffs for the very purpose of avoiding federal jurisdiction over this case," such joinder was not in bad faith because it was permissible under existing law) (Case No. 25 in Table A); Aguayo v. AMCO Ins. Co., 59 F. Supp. 3d 1225, 1273 (D.N.M. 2014) ("There is nothing wrong with plaintiffs having a preference for state court, nor is there anything invidious or 'bad faith' about using deliberate tactics to defeat federal jurisdiction.").

35. 327 F.3d 423 (5th Cir. 2003).

where the plaintiff manipulated removal jurisdiction.[36] There, plaintiffs Jaretta Tedford and Maria Castro filed suit in Texas state court seeking to recover for injuries caused by their ingestion of the prescription drug, Rezulin.[37] The plaintiffs named Warner-Lambert, the diverse drug manufacturer, and Dr. Johnson, a non-diverse and in-state physician who had treated Castro but not Tedford.[38] Warner-Lambert moved to sever Tedford's claims from Castro's claims and to transfer Tedford's claims to a court in her county of residence.[39] Aware that Warner-Lambert intended to remove once the claims were severed, Tedford amended her complaint to add Dr. DeLuca, a non-diverse and in-state physician who had prescribed Rezulin to Tedford.[40] The state court severed the claims and transferred Tedford's claims to another state court.[41] Upon transfer, and before expiration of the one-year period for removal, Warner-Lambert removed, arguing that Tedford had fraudulently joined DeLuca.[42] The federal district court granted Tedford's motion to remand, presumably finding that DeLuca had not been fraudulently joined.[43]

Two days after the expiration of the one-year period, Tedford filed a Notice of Nonsuit of Dr. DeLuca, which she had executed and transmitted to DeLuca two days prior to the expiration of the one-year period.[44] Warner-Lambert removed the case to federal district court a second time, alleging that Tedford had wrongfully manipulated removal jurisdiction.[45] Tedford argued that the timing of her dismissal of DeLuca was due to 1) her desire to keep a preferential trial date to which Warner-Lambert had agreed but to which DeLuca had objected and 2) her counsel's consultation with DeLuca's counsel regarding DeLuca's lack of moral culpability.[46] The

36. *Id.* at 428-29.
37. *Id.* at 424.
38. *Id.* at 424-25.
39. *Id.* at 425.
40. *Id.*
41. *Id.*
42. *Id.* In order to determine whether a plaintiff has fraudulently joined a non-diverse defendant, district courts within the Fifth Circuit must determine whether the plaintiff has a reasonable possibility of recovering from the non-diverse defendant. Smallwood v. Ill. Cent. R.R., 385 F.3d 568, 573 (5th Cir. 2004). For a discussion of the different fraudulent joinder tests used by courts, see Percy, *Making a Federal Case of It*, *supra* note 5, at 220-24.
43. *Tedford*, 327 F.3d at 425.
44. *Id.* at 427-28.
45. *Id.* at 425.
46. *See* Brief of Appellant at 4-5, Tedford v. Warner-Lambert Co., 327 F.3d 423 (5th Cir. 2003) (No. 02-1-582). Tedford also claimed that, although she had signed the nonsuit

district court denied Tedford's motion to remand, finding an equitable exception to the one-year period.[47]

On appeal, the Fifth Circuit observed that "[s]trict application of the one-year limit would encourage plaintiffs to join non-diverse defendants for 366 days simply to avoid federal court, thereby undermining the very purpose of diversity jurisdiction."[48] Noting that it had previously determined the one-year bar was procedural rather than jurisdictional, the Fifth Circuit determined that legislative amendment was unnecessary and explicitly recognized an equitable exception to the one-year bar in cases where the "plaintiff has attempted to manipulate the statutory rules for determining federal removal jurisdiction."[49] Although the Fifth Circuit and other federal courts found the one-year bar procedural and subject to an equitable exception, the large majority of federal courts interpreted the one-year bar as jurisdictional, and therefore not subject to an equitable exception.[50]

D. The ALI Proposal

In 2004, the American Law Institute proposed numerous revisions to the Judicial Code.[51] It concluded that the one-year bar "invites contrivance to frustrate defendants' legitimate rights of removal by a variety of stratagems, and may operate unfairly even when the plaintiff has good-faith reasons to use litigation tactics that render an action temporarily nonremovable."[52] The ALI recommended that the one-year bar be completely removed from § 1446(b) and that § 1447(b) be amended to provide that, if a case is removed based upon diversity more than one year after commencement, then "the district court may in the interest of justice remand the action to the State court from which it was removed."[53] The ALI proposal would have

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before expiration of the one-year period, DeLuca did not immediately agree to sign it and did so only after negotiation. *Id.* at 22 & n.6.

47. *Tedford*, 327 F.3d at 424. The federal district court certified its order for interlocutory appeal. *Id.*

48. *Id.* at 427.

49. *Id.* at 428-29. The Fifth Circuit approvingly cited the American Law Institute's draft proposal to amend the removal statutes so as to entirely eliminate the one-year limitation but grant district courts discretion to remand cases that are removed more than one year after commencement "in the 'interest of justice.'" *Id.* (quoting FEDERAL JUDICIAL CODE REVISION PROJECT 157–58 (AM. LAW INST., Tentative Draft No. 3 1999). For a discussion of the ALI's final proposal, see *infra* notes 51-59 and accompanying text.

50. *See* Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 160-66.

51. FEDERAL JUDICIAL CODE REVISION PROJECT (AM. LAW INST. 2004) [hereinafter AM. LAW INST., JUDICIAL CODE PROJECT].

52. *Id.* at 466.

53. *Id.* at 463, 466.

required a plaintiff to file a motion to remand "in the interest of justice" within thirty days of removal.[54] The ALI acknowledged that the "in the interest of justice" standard would grant district courts broad equitable discretion,[55] but argued that district courts could look to cases construing the "in the interest of justice" standards in § 1404 and § 1406 of the venue transfer statutes for guidance on construing the proposed revision.[56] District court opinions interpreting the "in the interest of justice" standard in the venue statutes, however, have failed to produce a uniform and predictable standard and have invited meritless motions to transfer venue that only serve to delay litigation on the merits.[57] The ALI also suggested that district courts should consider "all the circumstances pertaining to the case," including "federalism concerns and efficient judicial administration as well as the conduct and convenience interests of the parties."[58] The ALI proposal failed to indicate how such factors should be weighed and failed to articulate what conduct of the parties should be considered. Nor did it indicate whether the plaintiff's conduct had to amount to bad-faith forum manipulation.[59]

E. The Jurisdiction and Venue Clarification Act

At the same time the ALI was working on its proposed revisions to the Judicial Code, the Committee on Federal-State Jurisdiction of the Judicial Conference of the United States made recommendations to clarify existing law and "increase judicial efficiency."[60] The committee recommended seven specific revisions, including "creat[ing] an exception to the current one-year period for removal upon a showing of plaintiff's deliberate non-disclosure of the amount in controversy."[61] In November 2005, a House

54. *Id.* at 463-64.

55. *Id.* at 471.

56. *Id.* at 467. Section 1404(a) authorizes a district court to transfer venue to any other district where the case could have been brought "for the convenience of the parties and witnesses" and "in the interest of justice." 28 U.S.C. § 1404(a) (2012). Section 1406(a) authorizes a district court to transfer a case lacking venue to a district where the case could have been brought "in the interest of justice." *Id.* § 1406(a).

57. *See* Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 169.

58. AM. LAW INST., JUDICIAL CODE PROJECT, *supra* note 51, at 471.

59. For a more extensive critique of the ALI proposal, see Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 166-70.

60. ADMIN. OFFICE OF THE U.S. COURTS, REPORT OF THE PROCEEDINGS OF THE JUDICIAL CONFERENCE OF THE UNITED STATES 22 (2003).

61. *Id.* at 23.

Judiciary Subcommittee held a hearing on legislation that included the revisions proposed by the Judicial Conference.[62] Three witnesses testified.

In her prepared statement introduced into the record, Judge Janet C. Hall, a member of the Committee on Federal-State Jurisdiction, stated that the exception to the one-year bar would resolve the spilt among courts over whether the bar was jurisdictional or procedural and would allow courts to recognize an exception based upon equitable factors.[63] When questioned whether the one-year bar should be abolished, Judge Hall responded that the one-year bar was desirable to avoid removal of cases well underway in state court and that recognizing an exception would best address forum manipulation.[64] Getting to the salient issue, Representative Schiff asked whether there was any middle ground between recognizing an equitable exception that was likely to create satellite litigation over forum and the bright-line rule created by the one-year bar.[65] Judge Hall responded that the contours of the equitable exception could be derived from existing case law, pointing to a similar exception to statutes of limitation.[66]

Richard Samp, Chief Counsel of the Washington Legal Foundation, also testified about plaintiffs' stratagems to improperly defeat removal jurisdiction but cautioned that an equitable exception to the one-year bar would "lead to innumerable fights over what constitutes equitable considerations" and advocated abolishing the one-year bar.[67]

Law professor Arthur Hellman testified regarding the way the one-year bar encouraged gamesmanship but suggested that the best way to eliminate the gamesmanship was to completely do away with the one-year bar.[68] He indicated that creating an exception to the one-year bar would only be a "modest improvement on current law."[69] In his prepared statement, Hellman indicated that an exception focusing on plaintiff's bad-faith manipulation would encourage defendants to "paint plaintiffs' litigation tactics in the blackest colors" and would require courts to assess the "blameworthiness of counsel's actions."[70] He argued that neither exercise

62. *Federal Courts Jurisdiction Clarification Act: Hearing Before the Subcomm. on Courts, the Internet, and Intellectual Property of the H. Comm. on the Judiciary*, 109th Cong. (2005).

63. *Id.* at 12 (prepared statement of Judge Hall).

64. *Id.* at 59-60 (testimony of Judge Hall).

65. *Id.* at 67 (question of Rep. Schiff).

66. *Id.* (testimony of Judge Hall).

67. *Id.* at 50-51 (testimony of Richard Samp).

68. *Id.* at 16 (testimony of Professor Hellman).

69. *Id.*

70. *Id.* at 33 (prepared statement of Professor Hellman).

was a "good use of judicial resources nor a good way of starting a litigation."[71] Hellman predicted that the exception would create satellite litigation over forum.[72] In addition, Hellman supported the use of declarations regarding the amount in controversy as one way to effectively reduce the gamesmanship encouraged by the one-year bar.[73]

After the hearing, the Judicial Subcommittee promulgated an early version of the JVCA, but the bill was not reported out of committee.[74] Another version of the bill was introduced in the House in November 2009.[75] The bill was intended to "bring more clarity to the operation of jurisdictional statutes" because the current law forces judges "to waste time determining jurisdictional issues at the expense of adjudicating the underlying litigation."[76] The bill would have amended § 1446 to retain the one-year bar "unless equitable considerations warrant removal," and to specify that "[s]uch equitable considerations include whether the plaintiff has acted in bad faith, whether the defendant has acted diligently in seeking to remove the action, and whether the case has progressed in State court to a point where removal would be disruptive."[77] The bill further provided that in diversity cases removed more than one year after commencement, "a finding is made that the plaintiff deliberately failed to disclose the actual amount in controversy to prevent removal . . . shall be deemed an equitable consideration . . . that warrants removal."[78]

The bill also attempted to alleviate some of the difficulty in determining the amount in controversy. The bill authorized the use of declarations.[79] It provided that, if a plaintiff files a binding declaration in state court within the complaint or in addition to the complaint stipulating that the plaintiff will not seek or accept an award greater than $75,000, then the case should

71. *Id.*

72. *Id.* at 35.

73. *Id.* at 43.

74. Federal Courts Jurisdiction Clarification Act of 2006, H.R. 5440, 109th Cong. (as introduced in House, May 22, 2006).

75. Federal Courts Jurisdiction and Venue Clarification Act of 2009, H.R. 4113, 111th Cong. (as introduced on Nov. 19, 2009).

76. 156 CONG. REC. H7163 (daily ed. Sept. 28, 2010) (statement by Rep. Smith, who sponsored the bill).

77. Federal Courts Jurisdiction and Venue Clarification Act of 2009, H.R. 4113, 111th Cong. § 105(b)(3)(D) (as introduced on Nov. 19, 2009).

78. *Id.* § 105(b)(5)(B).

79. *Id.* § 104(a).

not be removed as long as the plaintiff abides by the declaration.[80] The bill further provided that, in cases where the plaintiff in good faith demands a specific sum below the amount in controversy requirement and state law forbids recovery of an amount greater than the amount demanded, "the [amount] demanded shall be deemed to be the amount in controversy."[81] In cases in which the plaintiff does not demand a specific sum or demands a specific sum but state law permits recovery of damages in excess of the amount demanded, the defendant may remove but will be required to prove the amount in controversy by a preponderance of the evidence.[82]

The House Judiciary Committee held no hearings or mark-up sessions on the bill due to the "press of legislative business."[83] Instead, the committee "work[ed] closely with the judiciary and various stakeholders" to review and amend the bill informally.[84] An amended version of the bill passed the House in September 2010,[85] which limited removal after one year to cases in which the "plaintiff has acted in bad faith in order to prevent a defendant from removing the action."[86] The bill was then referred to the Senate Judiciary Committee, which did not act on it before the end of the 111th Congress.[87]

The bill was reintroduced in January 2011 in largely the same form as had been approved by the House in 2010.[88] Again, the Judiciary Committee did not conduct hearings or formally evaluate the bill, instead relying upon the informal vetting of the earlier bill.[89] Although there was little debate, the three representatives who spoke prior to the vote each indicated that the bill was intended to reduce litigation over forum so that judges could focus

80. *Id.* The bill also authorized a plaintiff to file a declaration in the federal district court within thirty days of removal. *See id.* § 104(b).

81. *Id.* § 105(b)(4).

82. *Id.*

83. 156 CONG. REC. H7163 (daily ed. Sept. 28, 2010) (statement by Rep. Smith, who sponsored the bill).

84. *Id.*

85. 156 CONG. REC. H7161-64 (daily ed. Sept. 28, 2010) (debate on and passage of bill by House).

86. Federal Courts Jurisdiction and Venue Clarification Act of 2010, H.R. 4113, 111th Cong. § 103(b)(2)(C) (as voted on by the House on Sept. 28, 2010).

87. 156 CONG. REC. S7783 (daily ed. Sept. 29, 2010) (receipt of bill in Senate and reference to Senate Judiciary Committee).

88. Federal Courts Jurisdiction and Venue Clarification Act of 2011, H.R. 394, 112th Cong. (as introduced on Jan. 24, 2011).

89. *See* H.R. REP. NO. 112–10, at 2 (2011).

on the merits of the litigation.[90] The Committee did not discuss the concern raised at the hearing on the earlier version of the bill that the exception would create satellite litigation over forum while only modestly curtailing forum manipulation.[91] The bill was approved by the House in February 2011,[92] passed by the Senate in November 2011,[93] and signed into law on December 7, 2011. The bad faith exception applies to cases commenced in state court on or after January 7, 2012.[94]

As amended by the JVCA, § 1446(c)(1) provides that a case may not be removed based upon diversity more than one year after commencement "unless the *district court* finds that the plaintiff has acted in bad faith in order to prevent a defendant from removing the action."[95] Section 1446(c)(3)(B) provides that, if "the *district court* finds that the plaintiff deliberately failed to disclose the actual amount in controversy to prevent removal, that finding shall be deemed bad faith."[96] In addition to creating the bad faith exception to the one-year bar, the JCVA also made other changes to removal/remand law.[97] The JVCA amendments regarding the

90. "The . . . Act brings more clarity to the operation of jurisdictional statutes and facilitates the identification of the appropriate State or Federal court where actions should be brought. Judges believe the current rules force them to waste time determining jurisdictional issues at the expense of adjudicating the underlying litigation." 157 CONG. REC. H1369 (daily ed. Sept. 28, 2010) (statement by Rep. Smith, who sponsored the bill). "The legislation addresses the inefficient rules which judges have identified [that require them to] spend considerable time deliberating jurisdictional issues instead of analyzing the case's facts and applicable laws." *Id.* at H1369 (statement by Rep. Johnson). Representative Lee also suggested that the "efficient administration of justice" would be facilitated by clear rules that require judges to spend less time determining jurisdictional issues so that they may focus on the merits of the case before them. *Id.* at H1369 (statement by Rep. Lee).

91. 157 CONG. REC. H1367-70 (daily ed. Sept. 28, 2010). *See supra* notes 67-73 and accompanying text for a discussion of the concerns about satellite litigation.

92. 157 CONG. REC. H1367 (daily ed. Feb. 28, 2011).

93. 157 CONG. REC. S8074 (daily ed. Nov. 30, 2011) (Senate approving bill after technical amendments).

94. *See* Federal Courts Jurisdiction and Venue Clarification Act of 2011, Pub. L. No. 112-63, § 205(2)(B), 125 Stat. 758, 765.

95. *Id.* § 103(b)(3)(C), 125 Stat. at 760.

96. *Id.*

97. With respect to removal of civil cases, the JVCA revised the formerly problematic "separate and independent" claim provision of § 1441(c). Pursuant to the amended version of § 1441(c), a case involving a federal question claim and an unrelated state claim may be removed in its entirety, after which the district court shall sever and remand the state claim. 28 U.S.C. § 1441(c) (2012). The JVCA also addressed removal of civil cases involving multiple defendants by codifying the rule of unanimity requiring all properly joined and served defendants to join in the removal and by adopting the "last-served defendant" rule for

amount in controversy are pertinent to an evaluation of the bad faith exception because the amendments impact the degree to which plaintiffs may manipulate the amount in controversy to prevent removal. As amended by the JVCA, § 1446(c)(2) provides that the sum demanded in good faith in the complaint establishes the amount in controversy unless: (i) the plaintiff also seeks nonmonetary relief; or (ii) the plaintiff seeks monetary relief but state law prohibits a plaintiff from demanding a specific sum or permits recovery of damages in excess of the amount demanded.[98] In the case of either exception, the district court must find by a preponderance of the evidence that the amount in controversy exceeds $75,000.[99]

Prior to the JVCA, district courts employed a variety of standards to assess whether the amount in controversy requirement had been met.[100] Some courts required the removing defendant to prove to "a legal certainty" that the amount was met.[101] Others required the defendant to prove the amount by "some reasonable probability."[102] Still others only required that the defendant prove that it was "not legally certain" that the amount fell below the amount in controversy requirement.[103] The majority of courts required defendants to prove that the damages sought exceeded the jurisdictional threshold "by a preponderance of the evidence."[104] In codifying the "preponderance of the evidence standard," the JVCA not only clarified the burden but also made removal easier in those jurisdictions that had previously used the "legal certainty" test.

The JVCA also clarified that in cases not initially removable because the amount in controversy is uncertain, the defendant may conduct discovery in state court and may, subject to the one-year bar, remove a case within thirty days of receipt of a "pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable."[105] Specifically, the JVCA broadened the definition of "other paper" to include discovery responses and information in the state court

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purposes of establishing the thirty-day deadline for removal of cases involving defendants who are served on different dates. *Id.* § 1446(b)(2).

98. *Id.* § 1446(c)(2).

99. *Id.*

100. *See* 14C CHARLIE ALAN WRIGHT ET AL., FEDERAL PRACTICE AND PROCEDURE § 3725.1 (4th ed.), Westlaw (database updated Apr. 2017).

101. *Id.*

102. *Id.*

103. *Id.*

104. *Id.*

105. 28 U.S.C. § 1446(b)(3) (2012).

record regarding the amount in controversy.[106] Notably, the provision that would have allowed the use of declarations to establish the amount in controversy, which would have decreased litigation over forum, was deleted from the legislation as part of the informal vetting process designed to remove provisions considered controversial by advocacy groups.[107]

II. Removal/Remand Law and Plaintiff Forum Manipulation

In order to effectively critique the JVCA's bad faith exception to the one-year bar, it is necessary to have a clear understanding of current removal/remand law as well as the primary methods by which plaintiffs attempt to manipulate removal jurisdiction.

A. Removal and Remand Basics for Diversity Cases

A case may be removed from state to federal court based upon diversity jurisdiction if the case is within the original diversity jurisdiction of the federal district court and there is no properly joined and served defendant who is a citizen of the forum state.[108] Pursuant to § 1332 of the Judicial Code, federal district courts have original diversity jurisdiction over cases between citizens of different states where the amount in controversy exceeds $75,000, exclusive of interest and costs.[109] The statute has long been interpreted to require complete diversity.[110]

In order to effect removal, all properly joined and served defendants must join in the notice of removal.[111] The notice is to be filed in the federal district court in the district in which the state court case is pending and must contain a short and plain statement of the grounds for removal and must be signed in accordance with Rule 11.[112] The Supreme Court has held that a defendant's notice of removal must only contain "a plausible allegation that the amount in controversy exceeds the jurisdictional threshold."[113] If the

106. *Id.* § 1446(c)(3)(A); *see also* H.R. REP. NO. 112-10, at 16 (2011) (explaining that the JVCA clarifies that a defendant can pursue discovery in state court in order to establish the amount in controversy).

107. *See* H.R. REP. NO. 112–10, at 2-3; *see also* Baude, *supra* note 7, at 38 (stating that binding declarations would have been a "welcome reform").

108. 28 U.S.C. § 1441(a), (b).

109. *Id.* § 1332.

110. *See* Strawbridge v. Curtiss, 7 U.S. (3 Cranch) 267, 267 (1806).

111. 28 U.S.C. § 1446(b)(2)(A).

112. *Id.* § 1446(a). Pursuant to Rule 11, the attorney's or party's signature on the notice of removal certifies that there is some evidentiary and non-frivolous legal basis for the removal. FED. R. CIV. P. 11(b).

113. Dart Cherokee Basin Operating Co. v. Owens, 135 S. Ct. 547, 554 (2014).

plaintiff or the court challenges the defendant's allegation regarding the amount in controversy, the defendant must submit evidence establishing that the threshold amount is met.[114] After filing the notice of removal in the district court, the defendant(s) must file the notice with the state court clerk and serve the notice on adverse parties.[115] Removal is effective upon the filing of the notice with the state court clerk, at which point the state court is deprived of jurisdiction.[116]

If the case stated by the initial pleading is removable, then the defendant(s) shall file the notice of removal within thirty days of receipt of the initial pleading.[117] If the case stated by the initial pleading is not removable, but the case later becomes removable, then the defendant(s) shall file the notice of removal within thirty days of receipt of the pleading, motion, order or other paper that reveals removability.[118] The JVCA clarified that such "other papers" that might reveal removability include information in the state court record regarding the amount in controversy and discovery responses obtained while the case was pending in state court.[119] Pursuant to the "voluntary/involuntary" rule, a case may become removable by a plaintiff's voluntary act, such as dismissing the sole non-diverse defendant.[120] A case does not become removable if the non-diverse defendant is dismissed by the state court over the objection of the plaintiff.[121]

Plaintiffs may move for remand based upon lack of subject matter jurisdiction at any time before a final judgment but must move for remand based upon other defects, including procedural defects, within thirty days of the filing of the notice of removal.[122] In recognizing the bad faith exception

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114. *Id.* Title 28 U.S.C. § 1446(c)(2)(B) provides that removal is proper based upon a defendant's assertion that the threshold amount is met "if the district court finds, by a preponderance of the evidence, that the amount in controversy [requirement is met]."

115. 28 U.S.C. § 1446(d).

116. *See id.*

117. *Id.* § 1446(b)(1).

118. *Id.* § 1446(b)(3).

119. *Id.* § 1446(c)(3)(A); H.R. REP. NO. 112–10, at 16 (2011).

120. *See* Percy, *Making a Federal Case of It*, *supra* note 5, at 207 (discussing the origins, justifications for, and application of the "voluntary/involuntary" rule).

121. *See id.* at 210-11. Pursuant to the voluntary/involuntary rule, courts have remanded cases involving complete diversity created by involuntary dismissals, such as (i) summary judgment in favor of the jurisdictional spoiler; (ii) directed verdict in favor of the spoiler; (iii) dismissal of the spoiler for failure to state a claim; and (iv) dismissal of the spoiler based upon the statute of limitations. *Id.*

122. 28 U.S.C. § 1447(c). The requirement of complete diversity is jurisdictional. The requirement that the amount in controversy exceed $75,000, exclusive of interest and cost, is

to the one-year bar, Congress intended to clarify that the one-year bar was procedural rather than jurisdictional.[123]

As the party invoking federal jurisdiction, the defendant bears the burden of proving jurisdiction.[124] Given that federal courts are courts of limited jurisdiction and because of the federalism concerns that are raised when a federal court exercises removal jurisdiction based upon diversity, removal statutes are strictly construed.[125] Based upon similar reasoning, many courts recognize a presumption against removal and hold that any doubt with respect to removal jurisdiction should result in remand.[126] If a case is remanded, then the district court may order the removing defendant to pay the plaintiff's attorney fees and costs upon finding that the defendant lacked an "objectively reasonable basis" for removal.[127]

B. Forum Manipulation by Plaintiffs

The primary methods by which plaintiffs manipulate removal jurisdiction are: (1) by improperly joining and retaining a non-diverse or in-state defendant; and (2) by obfuscating or concealing the fact that the amount in controversy exceeds $75,000.[128] Admittedly, the absolute one-year bar made it easier for plaintiffs to manipulate removal jurisdiction because plaintiffs could avoid removal as long as their manipulation was

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jurisdictional. The requirement that all properly joined and served defendants join in the removal is procedural, as is the thirty-day period in which to remove.

123. *See* Aguayo v. AMCO Ins. Co., 59 F. Supp. 3d 1225, 1256 (D.N.M. 2014); *see also* H.R. REP. NO. 112-10, at 15.

124. *See* Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 377 (1994) (holding that the removing defendant must overcome the presumption against jurisdiction that arises because federal courts are courts of limited jurisdiction).

125. *See* Shamrock Oil & Gas Corp. v. Sheets, 313 U.S. 100, 108-09 (1941) (highlighting that federalism concerns and Congressional intent to restrict removal jurisdiction require strict construction of removal statutes); Healy v. Ratta, 292 U.S. 263, 270 (1934) (holding that courts must strictly construe statutes conferring diversity jurisdiction in "[d]ue regard for the rightful independence of state governments"). Serious federalism concerns are raised when a federal court decides novel or ambiguous issues of state law. *See* Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 154-56 (arguing that diversity jurisdiction deprives states of their right to develop and define state common law and to apply and interpret state statutes and further arguing that federal courts often mis-predict state law when making *Erie* guesses).

126. *See, e.g.*, Grancare, LLC v. Thrower *ex rel.* Mills, 889 F.3d 543, 550 (9th Cir. 2018); Brazell v. Waite, 525 F. App'x 878, 881 (10th Cir. 2013); Russell Corp. v. Am. Home Assurance Co., 264 F.3d 1040, 1050 (11th Cir. 2001).

127. 28 U.S.C. § 1447(c) (2012); *see also* Martin v. Franklin Capital Corp., 546 U.S. 132, 141 (2005) (interpreting § 1447(c)).

128. *Aguayo*, 59 F. Supp. 3d at 1261.

not detected before expiration of the one-year period. For example, in cases having complete diversity where the true amount in controversy exceeded $75,000, plaintiffs could demand a sum less than the jurisdictional amount in the original pleading and conceal the true amount in controversy until after expiration of the one-year period.[129] Likewise, plaintiffs could sue a diverse defendant and improperly join non-diverse or in-state defendants for the sole purpose of defeating removal jurisdiction and then dismiss such defendants after expiration of the one-year period.[130] Plaintiffs engage in different types of improper joinder in an effort to defeat removal. This Article distinguishes between fraudulent joinder, fraudulent procedural misjoinder, and strategic joinder.

1. Strategic Joinder

Some courts have found that improper strategic joinder occurs when a plaintiff sues a diverse defendant and joins a non-frivolous claim against a non-diverse or in-state defendant without any intention of seriously pursuing the claim against the jurisdictional spoiler and for the sole purpose of defeating removal.[131] The Fraudulent Joinder Prevention Act of 2016, if it had passed, would have codified this type of strategic joinder as a type of fraudulent joinder if the district court were to find that "objective evidence clearly demonstrates that there is no good faith intention to prosecute the

129. *See, e.g.*, Brown v. Descheeny, No. 03:09-cv-21-HTW-LRA, 2010 WL 1141156, at *1 (S.D. Miss. Mar. 22, 2010) (noting the plaintiff in a collision case demanded only $74,000 from the defendant in the complaint, but more than two years after case was filed, plaintiff designated experts claiming the plaintiff had sustained permanent injuries and sent defendant a demand letter for $100,000); Brower v. Staley, Inc., No. 2:05CV212PA, 2006 WL 839469, at *1-2 (N.D. Miss. Mar. 27, 2006), *aff'd*, 306 F. App'x 36 (5th Cir. 2008) (noting the plaintiff in a collision case demanded less than $75,000 from the defendant in the complaint but then amended the complaint more than one year after commencement to seek additional damages).

130. *See, e.g.*, *In re* Propulsid Prods. Liab. Litig., MDL No. 1355, 2007 WL 1668752, at *1 (E.D. La. June 6, 2007) (noting that the plaintiff, without justifiable explanation, dismissed the non-diverse defendants more than three years after the case was filed in state court and had never propounded discovery to them, had not deposed them, and had not offered expert opinions against them); Brooks v. Am. Bankers Ins. Co. of Fla., No. 401CV00008-PB, 2003 WL 22037730, at *1 (N.D. Miss. Aug. 20, 2003) (explaining that plaintiffs voluntarily dismissed the non-diverse defendant more than two years after the case was filed in state court without having propounded any discovery and without having taken a default judgment against the non-diverse defendant).

131. *See* Katherine L. Floyd, *The One-Year Limit on Removal: An Ace up the Sleeve of the Unscrupulous Litigant?*, 24 GA. ST. U. L. REV. 1073, 1082 (2008).

action against [the spoiler] or to seek a joint judgment including [the spoiler]."[132]

When a plaintiff names a non-diverse defendant as a party to invoke enhanced discovery options, such joinder is not considered improper even if the plaintiff has no intention of obtaining a judgment against the non-diverse defendant.[133] In addition, most courts do not consider joinder improper simply because the non-diverse defendant is judgment-proof.[134] Prior to the JVCA, in those jurisdictions recognizing an equitable exception to the one-year bar, many courts found improper strategic joinder in cases where the plaintiff sued a diverse defendant, joined a non-frivolous claim against a non-diverse or an in-state defendant, and then dismissed the non-diverse or in-state defendant after expiration of the one-year period without offering sufficient explanation for the conduct.[135] In these cases, the courts essentially inferred that the plaintiff strategically joined the non-diverse defendant for the sole purpose of defeating removal. In determining whether the plaintiff strategically joined the spoiler and then dismissed the

132. *See* Fraudulent Joinder Prevention Act of 2016, H.R. 3624, 114th Cong. sec. 2, § 1447(f)(2)(D).

133. *See* AM. LAW INST., JUDICIAL CODE PROJECT, *supra* note 52, at 466 (stating that it is not improper to join a non-diverse party in order to take of advantage of enhanced discovery options for parties as opposed to non-parties, even if the plaintiff has no interest in pursuing the claim against the non-diverse party); E. Kyle McNew, Note, *Are Rules Just Meant to Be Broken: The One-Year Two-Step in* Tedford v. Warner-Lambert Co., 62 WASH. & LEE L. REV. 1315, 1363 (2005) (same).

134. *See, e.g.*, Navarrette v. A.S. Horner, Inc., EP-16-CV-370-PRM, 2017 WL 1536086, at *3 (W.D. Tex. Jan. 31, 2017) (stating that if there is a reasonable basis for the claim against the spoiler, "the motive for joining such a defendant is immaterial, even when the defendant is judgment-proof"); Carter v. Interstate Realty Mgmt. Co., Civil Action No. 209CV066-P-A, 2010 WL 324438, at *2 (N.D. Miss. Jan. 20, 2010) (same); Myers v. Air Serv. Corp., Civil Action No. 1:07CV911, 2008 WL 149136, at *2 (E.D. Va. Jan. 9, 2008) (same).

135. *See, e.g.*, Tedford v. Warner-Lambert Co., 327 F.3d 423, 425-26 n.4 (5th Cir. 2003). In *Tedford*, the Court concluded that the plaintiff had engaged in improper forum manipulation of this sort because the plaintiff did not pursue discovery from the in-state physician, dismissed the in-state physician immediately after the expiration of the one-year period, and did not reasonably explain the timing of the dismissal to the court's satisfaction. *Id.* at 427. The court discredited the plaintiff's explanation for the timing of her dismissal of the non-diverse doctor. *See supra* notes 46-47 and accompanying text. Plaintiff claimed that she had non-suited the in-state physician in order to preserve a preferential trial date to which Warner-Lambert had agreed and because her lawyer had consulted with the physician's attorney and had determined that the physician was not morally culpable. Appellant's Brief at 4-5, Tedford v. Warner Lambert Co., 327 F.3d 423 (5th Cir. 2003).

spoiler after expiration of the one-year period without sufficient explanation, courts have considered:

> (i) the plaintiff's failure to serve the jurisdictional spoiler, (ii) the plaintiff's failure to obtain a default judgment against the jurisdictional spoiler, (iii) the plaintiff's failure to propound written discovery requests to the spoiler, (iv) the plaintiff's failure to depose the spoiler, (v) the plaintiff's failure to designate an expert witness in support of the claim against the spoiler, and (vi) the plaintiff's failure to respond in opposition to a dispositive motion made by the spoiler.[136]

Applying the JVCA, courts have found bad-faith forum manipulation in similar instances.[137]

2. Fraudulent Joinder

The Supreme Court has long held that a plaintiff's fraudulent joinder of a non-diverse defendant will not defeat removal jurisdiction.[138] Although defined in slightly different ways by the circuit courts, fraudulent joinder occurs when the plaintiff sues a diverse defendant and joins what is essentially a frivolous claim against a non-diverse or an in-state defendant.[139] In cases involving fraudulent joinder, the diverse defendant may remove the case to federal court despite the lack of complete diversity, at which point the federal court then dismisses the fraudulently joined non-diverse or in-state defendant, thereby creating removal jurisdiction based upon complete diversity.

"Even though the term 'fraudulent joinder' suggests" a subjective standard focused on the plaintiff's intent, "no circuit court has adopted a test" that turns on the plaintiff's subjective intent[140] and Supreme Court

136. Percy, *Fraudulent Joinder Prevention Act*, *supra* note 5, at 249 (citing various cases) (footnotes omitted).

137. *See, e.g.*, Lawson v. Parker Hannifin Corp., No. 4:13-cv-923-O, 2014 WL 1158880, at *4 (N.D. Tex. Mar. 20, 2014) (Case No. 19 in Table B); Forth v. Diversey Corp., No. 13-CV-808-A, 2013 WL 6096528, at *3 (W.D.N.Y. Nov. 20, 2013) (Case No. 20 in Table B).

138. *See* Wecker v. Nat'l Enameling & Stamping Co., 204 U.S. 176, 183 (1907).

139. *See* Percy, *Making a Federal Case of It*, *supra* note 5, at 216-20 (discussing the various circuit court standards used to define fraudulent joinder). The Fifth Circuit defines fraudulent joinder as joinder of a non-diverse or in-state defendant from whom the plaintiff has no reasonable possibility of recovery. *See* Smallwood v. Ill. Cent. R.R., 385 F.3d 568, 573 (5th Cir. 2004).

140. *See* AM. LAW INST., JUDICIAL CODE PROJECT, *supra* note 52, at 515; Percy, *Making a Federal Case of It, supra* note 5, at 217.

precedent indicates that the plaintiff's motive for joining the non-diverse defendant is immaterial if there is a reasonable basis for the claim against the non-diverse defendant.[141] Most courts use one of the following tests:

> (i) the "reasonable basis for the claim" test, requiring the removing defendant to prove there was no reasonable basis for the claim against the non-diverse defendant at the time it was filed; (ii) the "no possibility of recovery" test, requiring the removing defendant to prove there is no possibility the plaintiff will recover from the non-diverse defendant; (iii) the "no reasonable possibility of recovery" test, requiring the removing defendant to prove there is no reasonable possibility the plaintiff will recover from the non-diverse defendant; and (iv) the "failure to state a claim" test, equating fraudulent joinder with failure to state a claim.[142]

In order to determine whether the non-diverse defendant has been fraudulently joined, most district courts will consider the pleadings and only pierce the pleadings to consider extrinsic evidence in limited circumstances to ensure that the jurisdictional inquiry does not subsume determination of the merits.[143] For example, the Fifth Circuit held that it is only appropriate for a district court to pierce the pleadings when the plaintiff has omitted or misstated discrete facts (facts unrelated to the merits of the claim against the diverse defendant) that would determine whether the non-diverse defendant had been fraudulently joined.[144] Similarly, the Third and Tenth Circuits limit piercing of the pleadings,[145] and the Fourth

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141. Ill. Cent. R.R. v. Sheegog, 215 U.S. 308, 318 (1909) (holding that where there was a reasonable basis for the plaintiff's claim against the non-diverse defendant, "no motive could make his choice a fraud"). For additional cases, see Percy, *Making a Federal Case of It*, *supra* note 5, at 213 n.177.

142. *See* Percy, *Making a Federal Case of It*, *supra* note 5, at 216 (footnotes omitted).

143. *Id.* at 224-29.

144. *Smallwood*, 385 F.3d at 573. Instances in which piercing would be appropriate include when a plaintiff asserts a products liability claim against a diverse drug manufacturer and also names: (i) an in-state doctor who did not treat the plaintiff or prescribe the drug in question to the plaintiff; or (ii) an in-state pharmacist who did not fill the prescription at issue for the plaintiff. *Id.* at 574 n.12 (citing Travis v. Irby, 326 F.3d 644, 648-49 (5th Cir. 2003)).

145. *See* Boyer v. Snap-On Tools Corp., 913 F.2d 108, 112 (3d Cir. 1990) (holding that if piercing is permissible, which the court did not decide, the piercing must be very limited); Smoot v. Chi., Rock Island & Pac. R.R., 378 F.2d 879, 882 (10th Cir. 1967) ("[T]he federal court will [not] pre-try, as a matter of course, doubtful issues of fact to determine

and Eleventh Circuits have cautioned against extensive piercing of the pleadings that would convert the jurisdictional inquiry into a substantive one.[146] Since the JVCA's adoption of the bad faith exception, courts have found bad faith justifying removal more than one year after commencement in cases where the plaintiff fraudulently joined the jurisdictional spoiler.[147]

3. Fraudulent Procedural Misjoinder

Fraudulent procedural misjoinder was first recognized by the Eleventh Circuit in *Tapscott v. MS Dealer Service Corp.*[148] and occurs when a plaintiff asserts non-frivolous claims against a diverse and a non-diverse defendant in the same case in state court even though the state joinder rules provide no reasonable basis for joinder.[149] For example, fraudulent misjoinder occurs when a plaintiff who has suffered injuries from two separate automobile accidents sues the diverse driver who caused the first accident and the non-diverse driver who caused the second accident in the same lawsuit even though the accidents are unrelated and joinder of the claims is unsupported by procedural rules. Similarly, fraudulent procedural misjoinder occurs when a plaintiff who is diverse from the defendant joins a plaintiff who is not diverse from the defendant, defeating complete diversity, when there is no reasonable basis for the plaintiffs to join in the same case under the state's joinder rules.[150] In cases involving fraudulent

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removability; the issue must be [one] capable of summary determination and be proven with complete certainty.").

146. *See* Hartley v. CSX Transp., Inc. 187 F.3d 422, 425 (4th Cir. 1999); Crowe v. Coleman, 113 F.3d 1536, 1538 (11th Cir. 1997).

147. *See*, *e.g.*, Hoyt v. Lane Constr. Corp., No. 4:17-CV-780-A, 2017 WL 4481168 (N.D. Tex. Oct. 5, 2017) (Case No. 1 in Table B); *In re* Asbestos Prod. Liab. Litig. (No. VI), No. 16-cv-02408, 2016 WL 4264193 (E.D. Pa. Aug. 11, 2016) (Case No. 6 in Table B).

148. 77 F.3d 1353 (11th Cir. 1996), *abrogated by* Cohen v. Office Depot, Inc., 204 F.3d 1069 (11th Cir. 2000).

149. *See* E. Farish Percy, *Defining the Contours of the Emerging Fraudulent Misjoinder Doctrine*, 29 HARV. J.L. & PUB. POL'Y 569 (2006) [hereinafter Percy, *Emerging Fraudulent Misjoinder Doctrine*] (discussing the fraudulent misjoinder doctrine and arguing that the joinder rules of the forum state should be used to determine whether there has been fraudulent misjoinder). *But see* Laura J. Hines & Steven S. Gensler, *Driving Misjoinder: The Improper Party Problem in Removal Jurisdiction,* 57 ALA. L. REV. 779, 781 (2006) (discussing the fraudulent misjoinder doctrine and arguing that the federal joinder rules should be used to determine whether there has been fraudulent misjoinder).

150. For example, assume that plaintiff *A*, a Mississippi citizen, joins with plaintiff *B*, a New York citizen, in the same lawsuit in Mississippi state court. Further assume that each plaintiff asserts unrelated products liability/drug defect claims against the sole defendant, a drug manufacturer that is a citizen of New York. If the joinder of the plaintiffs in the same

procedural misjoinder, the diverse defendant may remove the case to federal court, at which point the district court will sever the misjoined claims and remand any claims over which it has no subject-matter jurisdiction.[151]

If the defendants move to sever the case in state court based upon misjoinder and the severance in state court creates removability, then the voluntary/involuntary rule prevents removal in some jurisdictions because removal jurisdiction was not created by a voluntary act of the plaintiff.[152] Some jurisdictions, however, have distinguished between state-court orders severing claims and state-court orders dismissing claims and have found the voluntary/involuntary rule inapplicable to severance orders.[153] In response to these cases, commentators have argued that courts should recognize the fraudulent procedural misjoinder doctrine rather than recognizing an exception to the voluntary/involuntary rule because a state court's order severing claims does not equate to a finding of egregious procedural misjoinder as required by *Tapscott*.[154]

As has been previously argued by this author and others, fraudulent procedural misjoinder is a variant of substantive fraudulent joinder that should be recognized by all federal courts in order to preserve diverse defendants' right to remove.[155] If fraudulent procedural misjoinder were widely recognized, it would obviate the need to recognize an exception to the voluntary/involuntary rule when a state court's severance order creates diversity jurisdiction. The defendant would not have to move for severance in the state court because the defendant could simply remove the entire case

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lawsuit is clearly prohibited by the existing Mississippi joinder rules, the plaintiffs have committed fraudulent procedural misjoinder.

151. Although the fraudulent misjoinder doctrine has yet to be recognized in all jurisdictions, it would effectively protect diverse defendants' right to remove in cases involving egregiously misjoined parties. *See* Percy, *Emerging Fraudulent Misjoinder Doctrine*, *supra* note 149, at 588-90 (arguing that recognition of the fraudulent misjoinder doctrine is necessary to protect the right to remove).

152. *See, e.g.*, Matteo v. Progressive Advanced Ins., Civil Action No. 2:12-cv-5012, 2012 WL 13018245 (E.D. Penn. Sept. 27, 2012).

153. *See, e.g.*, Crockett v. R.J. Reynolds Tobacco Co., 436 F.3d 529, 532 (5th Cir. 2006); Hamilton v. Morehouse, Civil Action No. 3:10-CV-459-H, 2010 WL 3810190 (W.D. Ky. Sept. 23, 2010).

154. *See, e.g.*, Jeff Fisher, *Everybody Plays the Fool, Sometimes; There's No Exception to the Rule: Procedural Misjoinder Is Not an Exception to the Voluntary-Involuntary Rule*, 60 BAYLOR L. REV. 993, 1017-20 (2008).

155. *See* Percy, *Emerging Fraudulent Misjoinder Doctrine*, *supra* note 149; Hines & Gensler, *supra* note 149; Jason Harmon, *Procedural Misjoinder: The Quest for a Uniform Standard*, 62 U. KAN. L. REV. 1429 (2014).

to federal court based upon fraudulent procedural misjoinder. Widespread recognition of the doctrine would obviate the need for fraudulent procedural misjoinder to be considered bad-faith forum manipulation under the JVCA because removal based on fraudulent procedural misjoinder is almost always possible at the outset of litigation or within the one-year period.[156]

4. Manipulation of the Amount in Controversy

Applying the JVCA, courts have found bad faith in instances in which the plaintiff concealed the true amount in controversy. For example, in *Calvary Baptist Church v. Church Mutual Insurance Co.*,[157] the district court found bad faith on the part of the plaintiff where the plaintiff indicated it was seeking less than $75,000, was unresponsive to defendant's discovery requests regarding damages, and clarified that it was seeking damages of $90,503.66 more than one year after commencement.[158] Given the myriad methods by which plaintiffs manipulate forum, it is necessary to consider whether the bad faith exception to the one-year bar is necessary to prevent each variant of manipulation and whether the exception will affectively do so.

III. Statutory Meaning and Judicial Interpretation of the Bad Faith Exception

The JVCA does not clearly or comprehensively define what constitutes bad faith.[159] It simply provides that a district court must make two factual findings in order to find removal proper: (i) that the plaintiff acted in bad faith; and (ii) that the plaintiff's bad faith was for the purpose of preventing removal.[160] The legislative history indicates that the exception was intended to be limited in scope and to grant district courts discretion to allow

156. *See infra* notes 237-39 and accompanying text.

157. No. CIV-15-1283-M, 2016 WL 543239 (W.D. Okla. Feb. 10, 2016) (Case No. 9 in Table B).

158. *Id.* at *2; *see also* Taylor v. Foremost Ins. Co., No. 5:15-CV-00164(LJA), 2016 WL 11083156, at *5 (M.D. Ga. June 24, 2016) (Case No. 7 in Table B) (finding bad faith where the plaintiff amended the complaint to increase the damages sought pursuant to a property insurance policy from $73,500 to $150,000 more than one year after commencement in state court).

159. *See* McAdam Props., LLC v. Dunkin' Donuts Franchising, LLC, 290 F. Supp. 2d 1279 (N.D. Ala. 2018) (Case No. 9 in Table A) ("There is very little authority on what 'bad faith' means in the context of the statute."); Johnson v. HCR Manorcare LLC, No. 1:15-cv-00189, 2015 WL 6511301, at *4 (N.D.W. Va. Oct. 28, 2015) (Case No. 77 in Table A) ("The contours of the bad faith exception are murky in the Fourth Circuit.").

160. 28 U.S.C. § 1446(c)(1) (2012)

removal after one year based upon sufficient findings.[161] Notably, the JVCA amended § 1446(c)(3)(B) to provide that if "the *district court* finds that the plaintiff deliberately failed to disclose the actual amount in controversy to prevent removal, that finding shall be deemed bad faith." The Act provides no more guidance regarding what constitutes bad faith. It does not indicate whether fraudulent joinder or fraudulent procedural misjoinder may constitute bad faith. Given that the JVCA was meant to codify the exception recognized in *Tedford*, presumably improper strategic joinder may constitute bad faith.

Not only does the JVCA suffer from definitional omissions, but also its sole definition of bad faith is problematic because it equates a plaintiff's deliberate failure to disclose the actual amount in controversy with bad faith. Many states do not require plaintiffs to demand a specific sum in the complaint.[162] Some states even forbid plaintiffs from demanding a sum certain.[163] Absent an obligation or duty under state law to reveal the true amount in controversy, it is difficult to see how a plaintiff's deliberate failure to disclose an amount constitutes bad faith. Such a duty might be triggered by serving discovery requests on the plaintiff or state court rules requiring the plaintiff to file a disclosure regarding the amount of damages sought.

In addition to definitional lack of clarity, the JVCA amendments also create procedural confusion. The Act provides that a case may not be removed more than one year after commencement unless the federal district court finds the plaintiff acted in bad faith to prevent removal. The Act's bad faith exception fails to recognize that the district court cannot make such findings until the case has been removed. Removal is accomplished by filing the notice of removal in federal district court, providing written notice to all adverse parties, and filing a copy of the notice with the state court.[164] At that point, the state court is deprived of jurisdiction.[165] Thus, in reality, the statute does not limit removal to those cases in which bad faith actually occurred. Instead, it invites removal in any case in which the defendant is willing to allege bad-faith forum manipulation by the plaintiff. Defendants

161. *See* H.R. REP. NO. 112–10, at 15 (2011).

162. *See* Baude, *supra* note 7, at 34; Lewis, *supra* note 28, at 225-26 (discussing the various state pleading rules and noting that, in the large majority of state courts, plaintiffs are not required to allege an amount in controversy that would satisfy the federal threshold).

163. *See* Lewis, *supra* note 29, at 225-26.

164. 28 U.S.C. § 1446(d) (2012).

165. *Id.*

have every incentive to remove based upon alleged bad faith,[166] even if they think the case will eventually be remanded to state court because removing delays eventual resolution,[167] forces the plaintiff to expend resources litigating the issue of proper forum, and creates only minimal exposure to sanctions for improper removal.[168] As one court concluded, "the bad faith exception is a recipe for many more improper removals" that will "produce significant judicial inefficiency and needless friction between federal and state courts."[169]

The JVCA does not indicate whether a plaintiff's bad faith may be inferred from objective evidence, whether the bad faith must be egregious, whether the court may consider the motives of plaintiff's counsel,[170] what evidentiary standard applies to the bad faith finding, or what evidence the district court may consider when determining bad faith. Given the numerous issues left unresolved by the JVCA itself, court interpretation of the various provisions will have significant impact.

A. Circuit Court Opinions Applying the Exception

Only two circuit courts have addressed the JVCA's bad faith exception. In *Chavez v. Time Warner Cable, LLC*,[171] the Ninth Circuit affirmed the

166. In many of the analyzed cases, the defendant(s) removed the case multiple times. *See* Case Nos. 12, 19, 32, 34, 40, 61, 75, 76, 79, 81, 89, 90, 94, 97, 103, 107, 110, 113 and 132 in Table A (nineteen of the 136 cases that were remanded—fourteen percent).

167. In many of the cases that were remanded, the case had been pending in federal district court for more than six months after removal. *See* Case Nos. 2, 4, 5, 11, 16, 18, 37, 42, 43, 45, 46, 48, 50, 52, 54, 55, 62, 69, 81, 84, 85, 100, 101, 110, 111, 125, 127, 134 and 136 in Table A.

168. *See* Emily L. Buchanan, *A Comity of Errors: Treading on State Court Jurisdiction in the Name of Federalism*, 55 S. TEX. L. REV. 1, 19-20 (2013) (noting the payoff to a defendant for improper removal "can be well worth the risk" because sanctions are rarely imposed); Eisenberg & Morrison, *supra* note 16, at 553; Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 182; *see also* Aguayo v. AMCO Ins. Co., 59 F. Supp. 3d 1225, 1263, 1282 (D.N.M. 2014) (observing that it will be difficult for defendants to prevail on a bad-faith removal but relatively easy for defendants to concoct a bad faith argument and escape sanctions upon remand, and noting that the vague and nebulous bad faith standard invites and encourages improper removals). In the cases that were remanded to state court after the defendant improperly removed based upon alleged bad faith, the district court sanctioned the removing defendant in only thirteen of 136 cases (less than ten percent of the remanded cases). *See* Case Nos. 6, 14, 21, 45, 58, 59, 65, 69, 86, 92, 123, 133 & 134 in Table A; *see also* sources cited supra note 16.

169. *Aguayo*, 59 F. Supp. 3d at 1263.

170. Inquiry into motives of plaintiff's counsel would intrude into their "work product and private litigation strategy." *Id.*

171. 728 F. App'x 645 (9th Cir. 2018).

lower court's finding of bad faith, holding that the "district court did not clearly err in determining that Chavez's counsel acted in bad faith" by asserting PAGA claims in state court, deleting the PAGA claims after the first removal (thereby securing remand back to state court because the damages fell below the jurisdictional threshold), and then adding the PAGA claim once back in state court after expiration of the one-year period.[172] The court did not define or explicate the bad faith exception.

In *Hill v. Allianz Life Insurance Co.*,[173] the Eleventh Circuit affirmed the district court's finding of bad faith, noting that "[the plaintiff], in bad faith, concealed information about his alleged damages."[174] The district court found no reasonable or plausible explanation for the plaintiff's delay in amending the complaint to seek damages above the jurisdictional threshold.[175] The district court noted that plaintiff's original complaint demanded more than $15,000 but less than $75,000.[176] It rejected plaintiff's explanation that some of the additional damages were only discovered in response to a subpoena issued after the one-year period, concluding that "any amount of reasonable diligence" by the plaintiff would have uncovered the basis for plaintiff's amended complaint seeking damages above the jurisdictional threshold.[177] The Eleventh Circuit did not discuss this aspect of the district court's holding nor did it explain or clarify the bad faith standard. Future elucidating guidance from appellate courts is unlikely because remand orders based upon a lack of subject-matter jurisdiction or procedural defects are generally not reviewable on appeal.[178]

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172. *Id.* at 647. The district court held:

> Th[e] sequence of events suspiciously resembles a ploy to evade removal by waiting out the clock. Compounding matters further, Plaintiff failed to provide any explanation for the suspicious timing of his amendments or the decision to omit the PAGA claim until just after the one-year limitation had expired. Based on these facts, the Court finds that Plaintiff's bad faith equitably tolls the one-year limitation, rendering Defendants' removal timely.

Chavez v. Time Warner Cable LLC, CV 12-5291-RGK (RZX), 2016 WL 7647559, at *8 (C.D. Cal. Jan. 11, 2016) (Case No. 10 in Table B).

173. 693 F. App'x 855 (11th Cir. 2017).

174. *Id.* at 856.

175. Hill v. Allianz Life Ins. Co. of N. Am., 51 F. Supp. 3d 1277, 1282 (M.D. Fla. 2014).

176. *Id.* at 1278.

177. *Id.* at 1283.

178. 28 U.S.C. § 1447(d) (2012).

B. District Court Opinions Applying the Exception

1. Evidentiary Standard

The JVCA does not indicate the evidentiary standard by which the removing defendant must prove plaintiff's bad-faith forum manipulation. In *Iqbal v. Normandin Transit, Inc.*,[179] the court held that the removing defendant must prove plaintiff's bad faith by clear and convincing evidence.[180] Other courts have held: (i) that to prove bad faith, a defendant must "bear[ ] an arduous burden that requires evidence of forum manipulation;"[181] (ii) that defendants' "'bad faith' arguments [must] meet the heavy burden [] required to overcome a motion to remand;"[182] and (iii) that the "[d]efendant 'carries a heavy burden of persuasion in making this showing' that Plaintiff acted in bad faith to prevent removal."[183] Other courts generally hold that the removing defendant bears the burden of proving removal jurisdiction and that removal statutes should be strictly construed due to the federalism concerns raised by the exercise of removal jurisdiction based upon diversity.[184] At least one court, however, has questioned "how aggressively the presumption against removal should be applied" given that the exception was intended to "protect access to a federal forum."[185] The court concluded that the "defendant must present strong, relatively compelling evidence, direct or circumstantial, of the plaintiff's subjective intent."[186] Given this incongruity, Congress should, at a minimum, clarify the applicable evidentiary standard.

179. No. 15-CV-746-A, 2016 WL 3563218 (W.D.N.Y. July 1, 2016) (Case No. 63 in Table A); *see also* Forth v. Diversey Corp., No. 13-CV-808-A, 2013 WL 6096528, at *2 (W.D.N.Y. Nov. 20, 2013) (Case No. 20 in Table B).

180. *Iqbal*, 2016 WL 3563218, at *1.

181. Ramirez v. Johnson & Johnson, No. 2:15-CV-09131, 2015 WL 4665809, at *3 (S.D.W. Va. Aug. 6, 2015) (Case No. 82 in Table A).

182. Williams v. 3M Co., No. 7:18-CV-63-KKC, 2018 WL 3084710, at *5 (E.D. Ky. June 22, 2018) (emphasis omitted) (Case No. 1 in Table A).

183. Hart v. Target Corp., No. CV 17-11267 (SRC), 2018 WL 447616, at *1 (D.N.J. Jan. 17, 2018) (quoting Batoff v. State Farm Ins. Co., 977 F.2d 848, 851 (3d Cir. 1992)) (Case No. 10 in Table A).

184. *See, e.g.*, Mahaffey v. Hosp. Housekeeping Sys. Ltd., No. 3:13CV150 DPJ-FKB, 2013 WL 7863752 (S.D. Miss. May 2, 2013) (Case No. 130 in Table A).

185. Holman v. Coventry Health & Life Ins., No. CIV-17-0886-HE, 2017 WL 5514177, at *2 (W.D. Okla. Nov. 17, 2017) (Case No. 12 in Table A).

186. *Id.*

2. Strategic Joinder

The district courts that have applied the bad faith exception to strategic joinder have done so in varied methods, but "two prevailing standards have emerged."[187] The district court's decision in *Aguayo v. AMCO Insurance Co.*[188] is by far the most detailed opinion addressing the exception's application to strategic joinder. There, a murder victim's family sued the non-diverse murderer and other non-diverse defendants allegedly responsible for the murder along with a diverse insurer that had provided uninsured motorist coverage on the vehicle used by the murderer immediately before he shot the victim.[189] Almost two years after the case was filed in state court and just six days before the case was set for trial there, the plaintiff dismissed the murderer, who was the sole remaining non-diverse defendant.[190] Two days prior to trial, the diverse insurer removed, alleging that the plaintiffs acted in bad faith because they did not actively pursue the claims against the non-diverse defendants.[191]

Noting that the JVCA is silent with respect to what constitutes improper strategic joinder, the district court adopted a two-pronged standard. First, "the [c]ourt inquires whether the plaintiff actively litigated [the claim] against the [jurisdictional] spoiler."[192] Failure to actively litigate constitutes bad faith.[193] Active litigation against the spoiler raises a presumption of good faith that may be rebutted by direct evidence of plaintiff's bad faith already within the removing defendant's possession.[194]

The court acknowledged "that [the] active litigation inquiry is a proxy for" the plaintiff's subjective intent.[195] The inquiry is over-inclusive because plaintiffs may have legitimate reasons to keep a non-diverse defendant in the case even though the plaintiff is not actively litigating against that defendant.[196] It is also under-inclusive because a plaintiff can prevent removal by actively litigating against a jurisdictional spoiler even if

187. *Williams*, 2018 WL 3084710, at *3 (Case No. 1 in Table A).
188. 59 F. Supp. 3d 1225 (D.N.M. 2014).
189. *Id.* at 1229-31.
190. *Id.* at 1231.
191. *Id.* at 1231-32.
192. *Id.* at 1262.
193. *Id.*
194. *Id.* at 1262-63 (indicating that no discovery regarding bad faith would be permitted after removal).
195. *Id.* at 1274.
196. *Id.* at 1276.

the plaintiff's sole goal is to prevent removal.[197] With respect to the second part of the test, the court noted that the subjective inquiry into whether the plaintiff acted in bad faith "is a difficult test for courts to apply and runs the risk of putting the plaintiffs' attorneys on the stand and asking them about their litigation strategy."[198] The court then found that the plaintiffs had actively litigated the case against the murderer and other non-diverse defendants well past the one-year mark.[199] The court further found that the insurer produced no direct evidence to rebut the presumption of good faith.[200]

The *Aguayo* court acknowledged that, in response to the active-litigation proxy for bad faith, plaintiffs will simply retain the non-diverse defendant, "jump[] through the hoops of actively litigating in state court,"[201] and will almost always be able to justify such retention on grounds other than forum manipulation.[202] The court also expressed concern that the amorphous bad faith exception would encourage defendants to remove improperly for strategic advantage.[203]

While several district courts have adopted *Aguayo*'s two-pronged inquiry,[204] others have rejected the *Aguayo* framework for public-policy reasons, concerned that the active-litigation proxy will force plaintiffs to

197. *Id.* at 1274.

198. *Id.* at 1264.

199. *Id.* at 1263.

200. *Id.*

201. *Id.* at 1274.

202. *Id.* at 1264. Justifications might include: (i) "leveraging the claims against the [non-diverse] defendant to encourage the defendant to testify on the plaintiff's behalf;" (ii) obtaining greater discovery by virtue of the non-diverse defendant's status as a party rather than a non-party; and (iii) preventing the diverse defendant from raising an "empty chair" defense by attempting to shift blame to an absent non-diverse tortfeasor. *Id.* at 1265; *see also* Plaxe v. Fiegura, No. 17-1055, 2018 WL 2010025, at *5 (E.D. Pa. Apr. 27, 2018) ("The empty-chair defense is a well-recognized 'trial tactic in a multi-party case whereby one defendant attempts to put all the fault on a defendant who . . . settled before trial or on a person who was . . . no[t] named as a party.'" (quoting *Empty-Chair Defense*, BLACK'S LAW DICTIONARY 484 (9th ed. 2009))) (Case No. 4 in Table A).

203. *Aguayo*, 59 F. Supp. 3d at 1263.

204. *See, e.g.*, Massey v. 21st Century Centennial Ins., No. 2:17-CV-01922, 2017 WL 3261419, at *4 (S.D.W. Va. July 31, 2017) (Case No. 3 in Table B); Bristol v. Ford Motor Co., No. 4:16-CV-01649-JAR, 2016 WL 6277198, at *4 (E.D. Mo. Oct. 27, 2016) (Case No. 57 in Table A).

retain non-diverse defendants needlessly and engage in meaningless discovery with respect to their liability.[205] One district court held that

> the *Aguayo* test has the potential to deter plaintiffs from dismissing defendants they realize are not necessary, as well as force plaintiffs to request meaningless discovery to avoid the exception being exercised. Both risks increase the cost of litigation and could prolong and complicate the litigation process. Limiting the availability of the exception, rather than expanding it, would alleviate these concerns. The exception should only be afforded to those defendants who were helplessly stuck in state court because of the demonstrable bad faith conduct of the plaintiffs.[206]

Rather than follow *Aguayo*'s two-pronged test, some district courts have inquired whether the plaintiff engaged in intentional conduct (action or inaction) to deprive the defendant of the right to remove.[207] In two such cases, there was direct evidence that the plaintiff kept the spoiler in the case past the one-year period for the express purpose of defeating jurisdiction. In *Comer v. Schmitt*, counsel for the non-diverse defendant had informed counsel for the diverse defendant that plaintiff would not consummate the settlement agreement until after the one-year period because plaintiff did not want the diverse defendant to remove.[208] Similarly, in *Hiser v. Seay*, plaintiffs' counsel admitted that he did not finalize the settlement terms with the jurisdictional spoiler until after expiration of the one-year period in an effort to keep the case in state court.[209] It is unlikely that direct evidence of plaintiffs' expressed intent will be available in many cases.

The bad faith exception is unlikely to be very effective in curtailing bad-faith strategic joinder because plaintiffs will simply maintain their claims against the jurisdictional spoiler and engage in the minimal effort necessary to actively litigate the case against the spoiler until a global settlement is reached or the state court dismisses the spoiler, triggering the operation of

205. *See, e.g.*, Dutchmaid Logistics, Inc. v. Navistar, Inc., No. 2:16-CV-857, 2017 WL 1324610 (S.D. Ohio Apr. 11, 2017) (Case No. 43 in Table A).

206. *Id.* at *3.

207. *See, e.g.*, Comer v. Schmitt, No. 2:15-CV-2599, 2015 WL 5954589, at * 4 (S.D. Ohio Oct. 14, 2015) (Case No. 12 in Table B); Hiser v. Seay, No. 5:14-CV-170, 2014 WL 6885433, at *4 (W.D. Ky. Dec. 5, 2014) (Case No. 16 in Table B).

208. *Comer*, 2015 WL 5954589, at *4.

209. *Hiser*, 2014 WL 6885433, at *3.

the voluntary/involuntary rule preventing removal.[210] Thus, the exception will have the deleterious effect of forcing plaintiffs to refuse to settle with the spoiler when they otherwise might do so, imposing additional costs "on the plaintiff, the spoiler, and the state court."[211] If the plaintiff agrees to settle with a spoiler after one year, the plaintiff might exact a settlement premium from the spoiler, given that the settlement value of the plaintiff's claim against the diverse defendant will likely decrease upon removal.

3. Fraudulent Joinder

Many courts have held that fraudulent joinder does not constitute bad faith because fraudulent joinder is usually resolved by analyzing whether there is a reasonable basis for the claim against the spoiler without reference to the plaintiff's subjective intent, whereas the statutory bad faith exception requires some kind of intentional conduct by the plaintiff.[212] Although some courts have recognized the plaintiff's fraudulent joinder as bad-faith prevention of removal, they did so without addressing whether the plaintiff took any intentional action that prevented the defendant from removing within the one-year period, given that fraudulent joinder rests upon the obvious deficiency in the plaintiff's claim against the spoiler.[213]

As courts have recognized, if fraudulent joinder alone constitutes bad-faith prevention of removal under the statute, the purpose of the statute would be defeated because defendants could strategically manipulate jurisdiction by waiting to see how things in state court develop and then removing based on fraudulent joinder when the state court litigation takes

210. *See* Aguayo v. AMCO Ins., 59 F. Supp. 3d 1225, 1277 (D.N.M. 2014); Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 185-86.

211. *Aguayo*, 59 F. Supp. 3d at 1277.

212. *See* McAdam Props., LLC v. Dunkin' Donuts Franchising, LLC, 290 F. Supp. 3d 1279, 1291 (N.D. Ala. 2018) ("[S]tatutory bad faith requires some sort of intentional misconduct by the plaintiff, not just fraudulent joinder.") (emphasis omitted) (Case No. 9 in Table A); Ramirez v. Johnson & Johnson, No. 2:15-CV-09131, 2015 WL 4665809, at *4 n.3 (S.D.W. Va. Aug. 6, 2015) (observing that "the bad faith standard under [§] 1446(c)(1) differs from the standard for proving fraudulent joinder, which can be satisfied where 'there is no possibility that the plaintiff would be able to establish a cause of action against the in-state defendant in state court'" and that "[a]n unsuccessful claim is not necessarily brought in bad faith." (quoting Hartley v. CSX Transp., Inc. 187 F.3d 422, 424 (4th Cir. 1999)) (Case No. 82 in Table A); Ehrenreich v. Black, 994 F. Supp. 2d 284, 288-89 (E.D.N.Y. 2014) (Case No. 120 in Table A).

213. *See, e.g.*, Hoyt v. Lane Constr. Corp., No. 4:17-CV-780-A, 2017 WL 4481168 (N.D. Tex. Oct. 5, 2017) (Case No. 1 in Table B); *In re* Asbestos Prods. Liab. Litig. (No. VI), No. 16-cv-02408, 2016 WL 4264193 (E.D. Pa. Aug. 11, 2016) (Case No. 6 in Table B).

an unfavorable turn.[214] That is just what happened in *Godoy v. WinCo Holding, Inc.*[215] On the eve of trial and just after having lost its motion for summary judgment in state court, the defendant removed the case more than one year after commencement.[216] The district court granted plaintiff's motion to remand, finding that plaintiff had acted in bad faith by naming a jurisdictional spoiler as a defendant even though the claim against the spoiler was administratively time-barred.[217] Although the court observed that defendant could have removed based upon fraudulent joinder within the one-year period, it held that defendant had no "affirmative duty to do so."[218]

Contrary to the court's assertion, the thirty-day time period for removal of cases that are initially removable and the thirty-day time period for those cases that later become removable triggers the defendant's duty to remove based on fraudulent joinder.[219] If fraudulent joinder can be ascertained from the complaint, the defendant must remove within thirty days of service or receipt of the complaint.[220] Otherwise, if fraudulent joinder is not evident based on the complaint, the defendant must remove "within thirty days after the defendant" receives "an amended pleading, motion, order or other paper from which [fraudulent joinder] may first be ascertained."[221]

In *Fruge v. Burlington Resources Oil & Gas Co. LP*,[222] the court rejected defendant's claim of strategic joinder, noting that the plaintiff had ardently pursued the claims against the non-diverse defendants and had kept those defendants in the case well after the one-year period expired.[223] The court also noted that if the non-diverse defendants had been fraudulently joined,

214. *See, e.g.*, *McAdam Props., LLC*, 290 F. Supp. 3d at 1291.

215. No. 5:15-CV-01397-ODW-SP, 2015 WL 6394474 (C.D. Cal. Oct. 22, 2015) (Case No. 11 in Table B).

216. *Id.* at *1.

217. *Id.* at *3-4.

218. *Id.* at *3.

219. *See* Taylor Newman Cabinetry, Inc. v. Classic Soft Trim, Inc., 436 F. App'x 888 (11th Cir. 2011) (finding defendant's removal based upon fraudulent joinder six months after commencement untimely because defendant did not remove within thirty days of the date on which fraudulent joinder could have been first ascertained).

220. 28 U.S.C. § 1446(b)(1) (2012).

221. *Id.* § 1446(b)(3).

222. No. 2:14-CV-2382, 2015 WL 4134992 (W.D. La. July 7, 2015) (Case No. 85 in Table A).

223. *Id.* at *3.

as argued by the removing defendant, then the defendant should have removed the case within the one-year period.[224]

In *Hall v. Leisure Time Products, Inc.*,[225] plaintiff sued several defendants, including one non-diverse LLC, for injuries allegedly caused by hardware used to support a child's swing set.[226] During a deposition conducted after the expiration of the one-year period, the non-diverse LLC's designated representative testified that it had no responsibility for the product at issue and, in response, the plaintiff non-suited the non-diverse defendant.[227] The diverse defendants removed. The district court remanded, finding insufficient evidence of bad faith on the part of the plaintiff.[228] The court noted that the plaintiff had not strategically withheld any information from the defendants and that the defendants could have alleged fraudulent joinder as a basis for removal from the outset.[229] The court further noted that the diverse defendants had ample opportunity to engage in discovery prior to the expiration of the one-year period in order to establish that the non-diverse LLC had been fraudulently joined.[230]

In *Steele v. Pro-Tech Foundation Repair and Leveling, LLC*,[231] the district court remanded the case after finding that the plaintiff's agreement to dismiss the non-diverse defendant nine years after commencement was not bad faith.[232] It also rejected the removing defendant's argument that the non-diverse defendant had been fraudulently joined.[233] Moreover, it held that if the plaintiff had fraudulently joined the non-diverse defendant, then the diverse defendant should have removed at the outset of litigation.[234] It held that the "bad faith [exception] is not intended to allow a defendant to sit on its hands waiting for a plaintiff to dismiss a non-diverse party, even if

224. *Id.*

225. No. 3:14-CV-465, 2014 WL 5019687 (E.D. Va. Oct. 7, 2014) (Case No. 103 in Table A).

226. *Id.* at *1.

227. *Id.* at *4-5.

228. *Id.* at *6.

229. *Id.* at *5.

230. *Id.* at *6.

231. No. 18-542, 2018 WL 1603506 (E.D. La. Apr. 2, 2018) (Case No. 6 in Table A).

232. *Id.* at *3 ("If the Court found that Plaintiff acted in bad faith by dismissing a non-diverse party at this stage of the litigation, it would open the floodgates to allow for removal of every case where a non-diverse defendant is dismissed.").

233. *Id.* at *4.

234. *Id.* at *3.

the defendant had been allegedly fraudulently joined, or as Defendant put it, joined in bad faith."[235]

Given that, in the large majority of cases, fraudulent joinder is either evident from the face of the complaint or easily discoverable within the one-year period, fraudulent joinder alone should not constitute bad-faith forum manipulation.[236] Equating fraudulent joinder with bad-faith forum manipulation ignores the statutory requirement of subjective intent and also makes it possible for defendants to remove strategically after the one-year period when the litigation in state court takes a negative turn.

4. Fraudulent Procedural Misjoinder

Some courts have entertained arguments that plaintiffs' fraudulent procedural misjoinder constitutes bad-faith forum manipulation.[237] However, such arguments do not comport with the logic behind fraudulent joinder rules. While fraudulent joinder is usually evident from the outset of a case, fraudulent procedural misjoinder is more regularly apparent from the face of the complaint; it does not require any evaluation of the merits of the plaintiff's claims against the spoiler and instead only considers whether procedural joinder is proper pursuant to court joinder rules and existing law regarding personal jurisdiction and venue. Widespread recognition of the fraudulent procedural misjoinder doctrine would serve to protect diverse defendants' right to remove.[238] Just as with fraudulent joinder, though, notice of removal based upon fraudulent procedural misjoinder must be filed within thirty days after receipt of the complaint if fraudulent procedural misjoinder is evident from the face of the complaint or within thirty days after receipt of an amended pleading, motion, order, or other paper from which it first may be ascertained that the case involves fraudulent procedural misjoinder.[239] Given that fraudulent procedural

235. *Id.* at *4. The court awarded attorneys' fees and costs to plaintiff pursuant to 28 U.S.C. § 1447(c). *Id.* at *5.

236. *See* Floyd, *supra* note 131, at 1093-94 (observing that "fraudulent joinder does not prevent removal" and arguing that "fraudulent joinder is discoverable within one year").

237. *See, e.g.*, Moody v. Janssen Pharm., Inc., No. 4:17CV2029 HEA, 2018 WL 1397534 (E.D. Mo. Mar. 20, 2018) (remanding the case after finding that plaintiff's joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017)) (Case No. 8 in Table A); Johnson v. Janssen Pharm., Inc., No. 4:17-CV-2007-SNLJ, 2017 WL 4356900 (E.D. Mo. Oct. 2, 2017) (same) (Case No. 15 in Table A); *see also* Case Nos. 20, 22 and 25-31 in Table A (holding the same).

238. *See supra* notes 155-56 and accompanying text.

239. 28 U.S.C. § 1446(b)(3) (2012).

misjoinder will almost always be discernable based on the complaint or easily discoverable within the one-year period, fraudulent procedural misjoinder should not constitute bad-faith forum manipulation under the JVCA.

5. Manipulation of the Amount in Controversy

District courts have found that plaintiffs have improperly manipulated removal jurisdiction by failing to disclose the true amount in controversy in ten cases since the enactment of the bad faith exception.[240] In some of these cases, the district court found bad faith because the plaintiff amended the complaint to seek damages above the threshold amount after expiration of the one-year period without sufficient explanation for the timing of the increased demand.[241]

Some of the cases, however, appear to be wrongly decided because: (i) the plaintiff revealed information indicating that the threshold amount was met prior to expiration of the one-year period, (ii) the plaintiff had no duty in state court to disclose the amount in controversy, or (iii) the plaintiff had a reasonable explanation for the increased demand for damages after expiration of the one-year period. In *Cameron v. Teeberry Logistics*, LLC,[242] a plaintiff who had been injured in a collision sued diverse defendants in state court and alleged that the damages at issue were less than $50,000.[243] The plaintiff sought damages for pain and suffering, lost wages, and medical expenses.[244] Within the one-year period, the plaintiff supplemented her discovery responses to indicate medical expenses of more than $91,000, past lost wages in an unspecified amount, and the need for future surgery at an unspecified cost.[245] After expiration of the one-year period, plaintiff's counsel sent a settlement-demand letter for $575,000.[246] The parties unsuccessfully mediated the case.[247] The day after the failed mediation, the defendants removed.[248] Even though the plaintiff disclosed damages exceeding the threshold amount during discovery within the one-

240. *See* Case Nos. 2, 4, 7, 9, 10, 14, 21, 22, 23, & 24 in Table B.

241. *See, e.g.*, Hill v. Allianz Life Ins. of N. Am., 51 F. Supp. 3d 1277 (M.D. Fla. 2014) (Case No. 17 In Table B), *aff'd*, 693 F. App'x 855 (11th Cir. 2017); Carey v. Allstate Ins., No. 2:13-CV-2293, 2013 WL 5970487 (W.D. La. Nov. 7, 2013) (Case No. 22 in Table).

242. 920 F. Supp. 2d 1309 (N.D. Ga. 2013) (Case No. 24 in Table B).

243. *Id.* at 1310.

244. *Id.*

245. *Id.* at 1310-11.

246. *Id.* at 1311.

247. *Id.*

248. *Id.*

year period, the district court found that the plaintiff acted in bad faith in failing to amend her complaint to allege greater damages.[249] The court cited no state law or rule requiring the plaintiff to amend the complaint.

In *Patel v. Kroger Co.*,[250] the court found that the plaintiff acted in bad faith by failing to respond to the defendant's request for a settlement demand within the one-year period.[251] The court did not articulate why the plaintiff had a duty to respond to the defendant's request. Nor did the court find that the plaintiff had provided inaccurate information in response to interrogatories regarding incurred medical expenses.[252] Instead, the court held that the defendant had no duty to investigate the amount in controversy until receipt of a pleading, motion, or other paper indicating that the threshold requirement had been met.[253]

Given that state law often imposes no duty on the plaintiff to reveal the true amount in controversy, many courts have held that defendants have an obligation to engage in discovery, triggering a duty on the part of the plaintiff to respond accurately. In *Alvarez v. Areas USA LAX, LLC*,[254] the plaintiff sued the defendant for wrongful termination, alleged that the amount in controversy exceeded $25,000, and "sought back pay, front pay, damages for emotional distress, punitive damages, . . . attorneys' fees," and statutory penalties.[255] The court found no bad faith on the part of the plaintiff, holding instead that the defendant should have conducted discovery regarding damages.

> Defendant was certainly on notice that there was a very strong likelihood that Plaintiff's damages would exceed $75,000. Despite this notice and for some unknown reason, Defendant never specifically asked Plaintiff whether he sought more than $75,000 in damages, never asked Plaintiff to stipulate that he

249. *Id.* at 1316.

250. No. 1:13-CV-02901-JOF, 2013 WL 12068988 (N.D. Ga. Nov. 12, 2013) (Case No. 21 in Table B).

251. *Id.* at *3-4.

252. The court noted that Defendant's Interrogatory No. 3 triggered plaintiff's response regarding medical expense to date. The court further noted that the record did not contain a copy of the interrogatory. *Id.* at *3 n.1. The court did not find that plaintiff failed to respond adequately to the interrogatory. Nor could it have so found in the absence of knowing the exact information requested by the interrogatory.

253. *Id.* at *3.

254. No. CV 15-5033-JFW, 2015 WL 5050520 (C.D. Cal. Aug. 26, 2015) (Case No. 80 in Table A).

255. *Id.* at *3.

> sought less than $75,000 in damages, and never directly raised the issue of removal with Plaintiff.[256]

The court further held that if the defendant believed that the plaintiff's discovery responses were insufficient, then the defendant "could have and should have filed a motion to compel discovery well within a year of the commencement of this action."[257]

Similarly, in *Lujan v. Alorica, Inc.*,[258] the district court remanded the case, finding that the plaintiff did not act in bad faith because the plaintiff's claim for damages (lost wages) at the time the case was filed could not have exceeded $75,000.[259] The court also noted that the defendant failed to attempt to discover the amount in controversy until well after one year had passed and found that the defendant's lack of vigilance further supported remand.[260]

Likewise, in *Huffman v. Draghici*,[261] the court rejected the defendant's argument that the plaintiff concealed the true amount in controversy.[262] It explained that the "[d]efendants [did] not present evidence that they specifically asked Plaintiff about the amount in controversy or about removal, nor [did] they show[] that Plaintiff declined to furnish them with that information upon request."[263]

In *Vallecillo v. Wells Fargo Home Mortgage Financial, Inc.*,[264] the plaintiffs sued a diverse bank for fraud, negligence, abuse of the elderly, and misrepresentation.[265] In response to discovery conducted within the one-year period, the "[p]laintiffs admitted that the amount in controversy did not exceed $75,000."[266] The plaintiffs offered to settle the case for less than $75,000 during the initial phase of litigation.[267] More than two years after commencement, the plaintiffs revealed they were seeking $175,000 in

256. *Id.*
257. *Id.*
258. EP-15-CV-355-KC, 2016 WL 8857008 (W.D. Tex. May 24, 2016) (Case No. 65 in Table A).
259. *Id.* at *7.
260. *Id.* at *9.
261. No. 2:16-CV-446, 2017 WL 4296966 (N.D. Ind. Sept. 28, 2017) (Case No. 16 in Table A).
262. *Id.* at *3.
263. *Id.*
264. No. 5:16-CV-935-DAE, 2017 WL 9935522 (W.D. Tex. Sept. 18, 2017) (Case No. 2 in Table B).
265. *Id.* at *1.
266. *Id.* at *3.
267. *Id.*

damages."[268] The defendant removed.[269] The district court found bad faith on the part of the plaintiffs.[270] It rejected the plaintiffs' explanation for the timing of their increased demand, finding the explanation that they had erred in acting *pro se* insufficient to negate the inference of bad faith that arises from an increased demand outside of the one-year period.[271] In so ruling, the court cited no precedent for its holding that an inference of bad faith arises when the plaintiff increases his or her demand more than one year after the commencement of proceedings. Given that there are numerous legitimate reasons to amend a complaint to seek greater damages after expiration of the one-year period, presuming bad faith from such an amendment seems contrary to the statute's requirement that a district court find the plaintiff acted in bad faith to prevent removal.[272]

Labelling a plaintiff's manipulation of the amount-in-controversy requirement as bad faith under the JVCA is not warranted given that few cases have been successfully removed on this basis.[273] Additionally, diligent defendants should be able to discover the amount of damages at issue within the one-year period, particularly given that the JVCA clarified that "other paper" includes discovery materials in state court.[274] Although plaintiffs may evade removal in some instances by intentionally concealing the true amount in controversy when they have an obligation to disclose it, the cases are few in number and do not warrant the excessive litigation caused by recognition of the exception.

IV. Critique of the Bad Faith Exception

A. Bright-Line Rule Versus Case-by-Case Analysis

As with any rule that is not clearly defined and requires an in-depth, factual inquiry into a party's motive on a case-by-case basis, a critical issue is whether the additional litigation and unpredictability that will be created by such a standard achieves sufficient benefits to warrant foregoing a

268. *Id.*

269. *Id.* at *1.

270. *Id.* at *3.

271. *Id.*

272. In some cases, for example, a plaintiff's future medical expenses may increase based upon new information. In addition, damages may increase as a result of the delay in litigation.

273. Of the 160 cases analyzed In Tables A & B, only twelve were successfully removed based upon bad faith manipulation of the amunt-in-controversy. See Case Nos. 2, 4, 5, 7, 9, 10, 14, 17, 21, 22, 23, and 24 in Table B.

274. *See* Plitt & Rogers, *supra* note 6, at 655-56.

bright-line rule. As demonstrated by this author's analysis of the 160 cases applying the bad faith exception, the exception has created a significant amount of litigation while only marginally protecting defendants' right to remove. Although an absolute one-year bar would inevitably permit plaintiffs to engage in some instances of bad-faith forum manipulation, its efficiency and predictability outweigh the marginal benefit achieved by the bad faith exception to the one-year bar, given that, in the large majority of cases, the defendant should able to discover the plaintiff's manipulation within the one-year period and remove the case.

The large number of erroneous removals based on plaintiffs' alleged bad-faith forum manipulation has created an eighty-five percent remand rate, which increases the overall cost of litigation and imposes substantial and unnecessary costs on state court systems due to the disruption of state-court proceedings. This author's case analysis legitimizes Congressman Schiff's concern that the absolute one-year bar might be preferable to the bad faith exception, given that the bad faith exception has dramatically increased litigation over forum and requires detailed factual inquiry into the plaintiff's subjective motive in every case.[275]

B. Relative Value of Litigation over Jurisdiction Versus the Merits

The JVCA's bad faith exception has increased litigation over forum, an unintended consequence that runs counter to the JVCA's central purpose of decreasing litigation over forum so that judges can focus on the substantive merits of the case.[276] Extended litigation over forum does not only subject the parties to additional cost and delay; it also exacts a "toll on the judicial system" by requiring additional judicial resources and time, potentially impacting parties in other cases before the same court.[277] Removal after

275. *See supra* note 65 and accompanying text.

276. Congress clearly expressed a preference for a bright-line rule that would decrease litigation over forum even though it might not perfectly prevent a defendant's right to remove. In 28 U.S.C. § 1447(d), Congress prohibited appellate review of most district court orders remanding a removed case back to state court. Similarly, in 1988, Congress enacted the requirement that a plaintiff file a motion to remand based on a procedural defect within thirty days of removal to avoid "shuttling a case between two courts that each have . . . jurisdiction." H.R. REP. NO. 100-889, at 72 (1988); *see also* Percy, *The* Tedford *Equitable Exception*, *supra* note 5, at 159-60.

277. *See* Christopher A. Whytock & Cassandra Burke Robertson, *Forum Non Conveniens and the Enforcement of Foreign Judgments*, 111 COLUM. L. REV. 1444, 1488-89 (2011).

substantial progress in state court also creates inefficient duplicative work for the courts.[278]

C. Bad-Faith Removals by Defendants

One of the JVCA's perverse unintended consequences is that it has encouraged bad-faith removals by defendants. Although some of the 136 cases that were remanded based on insufficient evidence of bad-faith forum manipulation involved non-frivolous allegations that the plaintiff engaged in bad-faith forum manipulation, many of the remanded cases actually involved bad-faith forum manipulation by defendants who had no reasonable basis to allege bad-faith forum manipulation by the plaintiff.

In *Brown v. Home Depot U.S.A., Inc.*,[279] the plaintiff sued a diverse employer and a non-diverse employee and the employer urged the plaintiff to dismiss the non-diverse employee after expiration of the one-year period.[280] The employer conceded that all actions by the employee were within the scope of employment, assured the plaintiff that the employee would cooperate and would not need to be subpoenaed, and represented that "the case has now been pending for more than one year [and] cannot be removed even if there is complete diversity."[281] In other words, the defendant deceived the plaintiff into dismissing the spoiler after the one-year period and then argued that plaintiff's dismissal was in bad faith.

In *Angus v. John Crane Inc.,*[282] the plaintiffs sued a diverse defendant and joined non-diverse defendants.[283] Plaintiffs dismissed the last remaining non-diverse defendant upon reaching a $10,000 settlement agreement with that defendant more than one year after commencement of the case.[284] The diverse defendant removed, arguing the plaintiffs had acted in bad faith by fraudulently joining the non-diverse defendants.[285] The district court found no evidence that plaintiffs acted in bad faith by joining the non-diverse defendants. Instead, the court found that defendant's removal was "objectively unreasonable" and apparently in bad faith, given that defendant

278. *Id.* at 1488.

279. No. A-17-CA-00733-SS, 2017 WL 4316104 (W.D. Tex. Sept. 28, 2017) (Case No. 17 in Table A).

280. *Id.* at *1.

281. *Id.*

282. No. 16-cv-03532-JST, 2016 WL 4423379 (N.D. Cal. Aug. 22, 2016) (Case No. 58 in Table A).

283. *Id.* at *1-2.

284. *Id.* at *2.

285. *Id.*

removed the case four days prior to trial.[286] The court ordered the defendant to pay plaintiffs' attorneys fees and costs incurred by the wrongful removal.[287]

Likewise, in *Johnson v. HCR Manocare LLC*,[288] the defendant removed the case approximately one week before trial, alleging that the plaintiff had fraudulently joined the non-diverse nursing home administrator in a case against the diverse nursing home.[289] Although the court found no fraudulent joinder, denied the administrator's motion for summary judgment, and remanded the case,[290] resolution by trial or settlement was delayed because trial dates drive settlement negotiations and, presumably, the case had to be reset for trial at a later date.[291] Defendants in other cases have improperly removed shortly before trial, thereby securing strategic delay.[292]

Similarly, the bad faith exception allows defendants to remove strategically after an unfavorable ruling in state court. In *Mintz & Gold LLP v. Daibes*,[293] a law firm sued its former client in state court, seeking more than $75,000 in damages.[294] More than four years later, the appellate court entered an order directing the trial court to enter partial summary judgment in favor of the plaintiff.[295] Two days later, the defendant removed based on diversity jurisdiction and asserted bad faith on the part of the plaintiff.[296]

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286. *Id.*

287. *Id.* at *3.

288. No. 1:15CV189, 2015 WL 6511301 (N.D.W. Va. Oct. 28, 2015) (Case No. 77 in Table A).

289. *Id.* at *1.

290. *Id.* at *1, *5.

291. Michael A. Hamilton & Claudia McCarron, *Helping Clients Meet Challenges in a New Environment*, *in* INSURANCE LAW 2010: TOP LAWYERS ON TRENDS AND KEY STRATEGIES FOR THE UPCOMING YEAR (Aspatore Books 2010), 2010 WL 561458, at *6 (observing that firm trial dates cause parties to settle); Carrie E. Johnson, *Rocket Dockets: Reducing Delay in Federal Civil Litigation*, 85 CALIF. L. REV. 225, 240 (1997) (observing that an approaching firm trial date encourages settlement).

292. *See, e.g.*, Aguayo v. AMCO Ins., 59 F. Supp. 3d 1225, 1231 (D.N.M. 2014) (remanding upon insufficient evidence of plaintiff's bad faith after defendant removed just two days prior to trial); Kuepper v. Terragroup Corp., No. CV 13-00264-RGK(MRWx), 2013 WL 12205042 (C.D. Cal. Apr. 1, 2013) (remanding upon insufficient evidence of plaintiff's bad faith after defendant removed just three weeks before trial) (Case No. 132 in Table A). Ellen Bloomer Mitchell, *Improper Use of Removal and Its Disruptive Effective on State Court Proceedings*, 21 ST. MARY'S L.J. 59, 106 (1989).

293. No. 15 CIV 1218(PAE), 2015 WL 2130935 (S.D.N.Y. May 6, 2015) (Case No. 92 in Table A).

294. *Id.* at *1.

295. *Id.* at *2.

296. *Id.*

The district court remanded, finding no evidence that the plaintiff acted in bad faith because the case was removable based on the original complaint.[297] The court further noted that the defendant was apparently engaged in improper forum shopping, given that it removed the case immediately after the trial court was ordered to enter summary judgment in favor of the plaintiff.[298] Similarly, in *Godoy v. WinCo Holding, Inc.*,[299] the defendant could have removed within the one-year period based on fraudulent joinder but instead waited until it lost its motion for summary judgment.[300] It then removed on the eve of trial and after the expiration of the one-year period, arguing that the plaintiff's fraudulent joinder of the spoiler constituted bad-faith forum manipulation.[301]

D. Litigation Costs Incurred to Meet the "Actively-Litigating" Proxy

Another unintended and perverse consequence of the JVCA's bad faith exception is that it encourages plaintiffs to engage in unnecessary discovery, motion practice, and consultation with experts in an attempt to actively litigate claims against jurisdictional spoilers in an effort to avoid removal after expiration of the one-year period. Even if the plaintiff can reach a reasonable settlement with the jurisdictional spoiler after one year, the plaintiff may still forego the settlement simply to preserve the state court forum. Not only does this increase overall litigation costs, but also it unfairly subjects the spoiler who otherwise might be dismissed to prolonged prosecution of the claims against it.

Conclusion

The JVCA's bad faith exception to the bar on removal of diversity cases more than one year after commencement in state court has generated unintended and undesirable consequences. Although the exception was intended to protect defendants' right to remove while also decreasing litigation over forum, it has had the exact opposite effect. The exception has escalated litigation over forum while only marginally protecting removal

297. *Id.* at *4, *16.

298. *Id.* at *8. Although the district court awarded plaintiff costs pursuant to 28 U.S.C. § 1447(c) and sanctioned defendant's lawyer pursuant to Rule 11, these sanctions are rare and do not adequately deter defendants from wrongfully removing cases to federal court. *See supra* note 168 and accompanying text.

299. No. 5:15-CV-01397-ODW-SP, 2015 WL 6394474 (C.D. Cal. Oct. 22, 2015) (Case No. 11 in Table B).

300. *Id.* at *1.

301. *Id.* at *1, *3.

rights. Moreover, it has created perverse incentives (i) for plaintiffs to actively litigate claims against spoilers simply to preserve jurisdiction in state court and (ii) for defendants to wrongfully remove in cases where there is no reasonable basis to allege that the plaintiff engaged in bad-faith forum manipulation and to strategically remove once the state-court litigation becomes ill-fated.

In the case of fraudulent joinder and fraudulent procedural misjoinder, the bad faith exception is unnecessary because the forum manipulation is obvious at the outset or easily discoverable within one year. In the case of improper strategic joinder, the bad faith exception has little efficacy because plaintiffs will simply retain the spoiler and continue to engage in the minimal conduct necessary to satisfy the active-litigation inquiry, causing the deleterious effect of increased litigation cost. Finally, in cases where plaintiffs manipulate the amount in controversy, the exception may effectively protect defendants' right to remove in a handful of cases where the defendant is not able to discover the extent of plaintiff's damages. However, the protection comes at a high, and arguably intolerable, cost. For these reasons, Congress should abolish the bad faith exception and return to an absolute bar on removal more than one year after the commencement of proceedings in state court.

Table A

Cases in Which the District Court Found Insufficient Evidence of Bad Faith Forum Manipulation by the Plaintiff (136 Total)[302]

1.	**Williams v. 3M Co., No. 7:18-CV-63-KKC, 2018 WL 3084710 (E.D. Ky. June 22, 2018).** The district court remanded, finding insufficient evidence of bad faith. It noted that much of the delay in the case was due to the discovery deadline falling after the expiration of the one-year period. [1] Filed Nov. 2, 2016; removed May 29, 2018; remanded June 22, 2018
2.	**Podolski v. First Transit, Inc., No. 1:17-cv-7045, 2018 WL 3031940 (D. N.J. June 19, 2018).** The district court remanded the case after finding insufficient evidence of bad faith on the part of the plaintiff. The court noted that the plaintiff did not act in bad faith by naming the non-diverse driver of the vehicle who struck plaintiff, even though the diverse defendant had admitted that the driver was acting within the scope of employment and even though the plaintiff might not recover from the driver. [2] Filed June 16, 2015; removed Sept. 13, 2017; remanded June 19, 2018.
3.	**RJO Invs., Inc. v. Crown Fin., LLC, No. 5:18-CV-05015, 2018 WL 2050165 (W.D. Ark. May 2, 2018).** The district court remanded. It noted that plaintiff's claims against the non-diverse defendants were dismissed after plaintiff was unable to timely serve the defendants. "In the instant case, Crown Financial has failed to put forth any evidence of intentional conduct by the Plaintiffs designed solely to defeat diversity jurisdiction." Id. at *7. [16] Filed Sept. 29, 2016; removed Jan. 29, 2018; remanded May 2, 2018.

302. Tables A-E are based on the author's Westlaw search described in *supra* note 17. The numbers in brackets indicates the number the case was on the list of 634 cases (starting with the most recent).

* Indicates that the case was removed more than once.

** Indicates that the district court awarded attorneys' fees and/or costs to the plaintiff pursuant to Section 1447(c).

4.	**Plaxe v. Fiegura, No. 17-1055, 2018 WL 2010025 (E.D. Pa. Apr. 27, 2018).** The district court remanded, finding insufficient evidence of bad faith. It noted that the plaintiff's explanation for not finalizing the settlement agreement with the nondiverse defendant until the plaintiff settled with the diverse defendant or the trial date was plausible. The plaintiff indicated that it maintained the claim against the non-diverse defendant to avoid an "empty-chair" defense. "The empty-chair defense is a well-recognized 'trial tactic in a multi-party case whereby one defendant attempts to put all the fault on a defendant who . . . settled before trial or on a person who was . . . no[t] named as a party.' Black's Law Dictionary 484 (9th ed. 2009) (defining "empty-chair defense")." *Id.* at *5. [18] Filed Aug. 13, 2015; removed Feb. 22, 2017; remanded Apr. 27, 2018.
5.	**Crosby v. Neuman, No. 2:17-cv-02474-JCM-PAL, 2018 WL 1831322 (D. Nev. Apr. 17, 2018).** The district court remanded. It held that the "[d]efendant ha[d] not demonstrated that [the] plaintiff acted in bad faith in order to prevent defendant from removing the action." *Id.* at *1. [21] Filed June 27, 2016; removed Sept. 22, 2017; remanded Apr. 17, 2018.
6. **	**Steele v. Pro-Tech Found. Repair & Leveling, LLC, No. 18-542, 2018 WL 1603506 (E.D. La. Apr. 2, 2018).** The district court remanded the case. It found that the plaintiff's agreement to dismiss the non-diverse defendant nine years after commencement was not bad faith. It also rejected the removing-defendant's argument that the non-diverse defendant had been fraudulently joined. It held that the bad-faith exception "is not intended to allow a defendant to sit on its hands waiting for a plaintiff to dismiss a non-diverse party, even if the defendant had been allegedly fraudulently joined, or as Defendant put it, joined in bad faith." *Id.* at *4. The court awarded sanctions pursuant to 28 U.S.C. § 1447(c). [24] Filed Jan. 20, 2009; removed Jan. 17, 2018, remanded Apr. 2, 2018. Note: Although the case was filed in 2009, the district court applied the JVCA amendments.

7.	**Herrera v. Wood, No. 2:18-CV55 JCM (PAL), 2018 WL 1419878 (D. Nev. Mar. 22, 2018).** The district court remanded, finding insufficient evidence of bad faith. It rejected the defendant's argument that the plaintiff acted in bad faith by delaying surgery. The court observed that "[t]here are a potentially endless number of reasons for which plaintiff could have delayed surgery that do not constitute bad faith." *Id.* at *3. [25] Filed Jan. 27, 2016; removed Jan. 10, 2018; remanded Mar. 22, 2018.
8.	**Moody v. Janssen Pharm., Inc., No. 4:17CV2029 HEA, 2018 WL 1397534 (E.D. Mo. Mar. 20, 2018).** The district court remanded the case finding that the plaintiff's joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017). [26] Filed June 13, 2016; removed after one-year period; remanded Mar. 20, 2018.
9.	**McAdam Props., LLC v. Dunkin' Donuts Franchising, LLC, 290 F. Supp. 2d 1279 (N.D. Ala. 2018).** Diverse defendant removed more than one year after commencement after the plaintiff dismissed the non-diverse defendant. The diverse defendant alleged that the plaintiff had fraudulently joined the non-diverse defendant. The district court found that the removing defendant failed to demonstrate bad faith on the part of the plaintiff. The court held that fraudulent joinder does not constitute bad faith absent some other intentional conduct by the plaintiff. [32] Filed May 25, 2016; removed Dec. 13, 2017; remanded Feb. 21, 2018.

10.	**Hart v. Target Corp., No. 17-11267 (SRC), 2018 WL 447616 (D. N.J. Jan. 17, 2018).** The case was removed more than year one year after commencement, after the state court granted summary judgment to the non-diverse defendant store manager in a slip-and- fall case. The diverse defendant argued that the plaintiff fraudulently joined the manager and that the plaintiff did not prosecute the claim against the manager in good faith because the plaintiff did not notice the manager's deposition until after the manager moved for summary judgment. The district court remanded the case, finding that the plaintiff had not fraudulently joined the manager and that the plaintiff's failure to depose the manager until after the manager moved for summary judgment did not constitute a lack of good faith prosecution. [39] Filed May 2016; removed Nov. 6, 2017; remanded Jan. 17, 2018.
11.	**Klotz v. La. Citizens Prop. Ins. Corp., No. 17-3776, 2017 WL 5899248 (E.D. La. Nov. 30, 2017).** The case was removed more than one year after commencement. The district court remanded, finding that the "[d]efendant fail[ed] to meet its burden to show that Plaintiff acted in bad faith to prevent the removal of the action." *Id.* at *9. [44] Filed Jan. 5, 2012; removed Apr. 21, 2017; remanded Nov. 30, 2017. Note: Although the case was commenced before Jan. 7, 2012, the district court applied the JVCA.
12. *	**Holman v. Coventry Health & Life Ins. Co., No. CIV-17-0886-HE, 2017 WL 5514177 (W.D. Okla. Nov. 17, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding that the defendant failed to demonstrate that the plaintiff acted in bad faith. The court noted there was some evidence that the plaintiffs intended to seek damages from the non-diverse defendant and also noted that it could not "say that the basis for dismissal of [the non-diverse defendant] was clear or obvious at a point significantly prior to the date of dismissal." *Id.* at *3. [46] No dates regarding filing and removal. this was the second removal. The diverse defendant removed the first time based upon fraudulent joinder. The district court remanded the case, finding that the non-diverse defendant had not been fraudulently joined.

13.	**Miller v. Wal-Mart Stores E., LP, No. 17-0344-WS-N, 2017 WL 5496357 (S.D. Ala. Nov. 16, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding no bad-faith manipulation of the amount-in-controversy by the plaintiff, and noting that the plaintiff responded to discovery requests prior to expiration of the one-year period indicating that she claimed more than $100,000 in damages. [47] Filed Aug. 15, 2015; removed July or Aug. 2017; remanded Nov. 16, 2017.
14. **	**Bank of N.Y. v. Consiglio, No. 3:17-cv-01408 (CSH), 2017 WL 4948069 (D. Conn. Nov. 1, 2017).** Pro se defendant removed more than nine years after commencement in state court. The district court remanded, finding that the defendant failed to demonstrate that the plaintiff acted in bad faith to prevent removal. The district court awarded attorneys' fees and costs to plaintiff pursuant to 28 U.S.C. §1447(c). [52] Filed Mar. 2008; removed Aug. 18, 2017; remanded Nov. 1, 2017. Note: Although the case was commenced in 2008, the district court applied the JVCA.
15.	**Johnson v. Janssen Pharm., Inc., No. 4:17-CV-2007-SNLJ, 2017 WL 4356900 (E.D. Mo. Oct. 2, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding "no evidence of bad faith that would satisfy the exception to the one-year rule." *Id.* at *2. The court found that plaintiff's joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017). [58] Filed May 8, 2015; removed Jul. 19, 2017; remanded Oct. 2, 2017.

16.	**Huffman v. Draghici, No. 2:16-CV-446, 2017 WL 4296966 (N.D. Ind. Sept. 26, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding no evidence that the plaintiff acted in bad faith by concealing the amount-in-controversy. The court noted that the plaintiff made a settlement demand of $350,000 prior to expiration of the one-year period. The court held that "Defendants [did] not present evidence that they specifically asked Plaintiff about the amount in controversy or about removal, nor have they shown that Plaintiff declined to furnish them with that information upon request." *Id.* at * 3. [62] Filed Oct. 6, removed Oct. 17, 2016; remanded Sept. 26, 2017.
17.	**Brown v. Home Depot U.S.A., Inc., No. A-17-CA-00733-SS, 2017 WL 4316104 (W.D. Tex. Sept. 28, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no evidence of bad faith. Plaintiff sued Home Depot and a nondiverse Home Depot employee, alleging that the defendant employee and other employees assaulted him and falsely imprisoned him on suspicion of shoplifting. The district court rejected the defendant's argument that the plaintiff never intended to prosecute the case against the non-diverse defendant employee, noting that the plaintiff had deposed the employee and further noting that the employee remained a defendant when the case was first called to trial in state court. The court was unable to empanel a jury, so the case was reset for a later date. The court noted that the defendant had urged plaintiff to dismiss the non-diverse employee after expiration of the one-year period and represented that "the case has now been pending for more than one year [and] cannot be removed even if there is complete diversity." *Id.* at *1. [63] Filed Nov. 20, 2015; removed Aug. 7, 2017; remanded Sept. 28, 2017.

18.	**Hernandez v. State Farm Lloyds, No. DR-16-CV-164-AM/CW, 2017 WL 8131570 (W.D. Tex. Sept. 19, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding that plaintiff did not act in bad faith by concealing the amount-in-controversy. The court noted that plaintiff's "original petition and his initial disclosure response indicated that he was seeking attorney's fees and statutory penalties under the DTPA and the Texas Insurance Code. At the point of the receipt of the disclosure responses where plaintiff indicated he was also seeking $62,782.06 in economic damages, it was unequivocally clear and certain that [the plaintiff] was seeking a sufficient additional amount to reach the $75,000 jurisdictional threshold. Statutory interest alone at eighteen percent would amount to $11,000 per year." *Id.* at * 3. [67] Filed Aug. 18, 2014; removed Oct. 14, 2016; remanded Sept. 28, 2017.
19. *	**J.P. Morgan Chase Bank, N.A. v. Caires, 2017 WL 3891663 (D. Conn. Sept. 6, 2017).** The case was removed for the third time more than one year after commencement. The district court remanded, finding no improper effort by the counterclaim plaintiff to defeat diversity jurisdiction. [73] Filed Dec. 3, 2009; removed for the third time on Aug. 2, 2017; remanded Sept. 19, 2017. Note: Although the case was commenced in 2009, the district court applied the JVCA.
20.	**Johnson v. Janssen Pharm., Inc., No. 4:17-CV-02014-ERW, 2017 WL 3705233 (E.D. Mo. Aug. 28, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding "no indication Plaintiffs acted in bad faith to prevent Defendants from removing this action within one year of its commencement." *Id.* at *2. The court found that the plaintiffs' joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017). [77] Filed May 5, 2016; removed July 19, 2017; remanded Aug. 28, 2017.

21. **	**U.S. Bank Trust, N.A. for Wells Fargo Asset Sec. Corp. v. Walbert, 3:17-cv-00991 (CSH), 2017 WL 3578553 (D. Conn. Aug. 18, 2017).** The case was removed more than one year after commencement. The district court remanded the case to state court, finding no bad faith on the part of the plaintiff and noting that it was clear from the face of the plaintiff's compliant that the plaintiff was seeking more than $75,000. The court awarded attorneys' fees and costs pursuant to 28 U.S.C. §1447(c). [79] Filed June 18, 2013; removed June 16, 2017; remanded Aug. 18, 2017.
22.	**Schmitz v. Johnson & Johnson, No. 4:17 CV 1860 JMB, 2017 WL 3433628 (E.D. Mo. Aug. 10, 2017).** The case was removed more than one year after commencement. The district court held that the plaintiff's joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017). "It is difficult to say that a party has acted in bad faith when the action was consistent with the jurisprudence then in force." *Id.* at *3. [80] Filed Sept. 4. 2015; removed June 29, 2017; remanded Aug. 10, 2017.
23.	**Young v. Johnson & Johnson, No. 4:17CV0181 ERW, 2017 WL 3310698 (E.D. Mo. Aug. 3, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding that although "[i]t appear[ed] highly probable Plaintiffs engaged in forum shopping and sought to avoid federal jurisdiction by joining certain plaintiffs from New Jersey and California," such joinder was permissible under existing law. "Plaintiffs were not acting in bad faith by pursuing a strategy which proved to be successful." *Id.* at *2. [83] Filed May 21. 2015; removed June 29, 2017; remanded Aug. 3, 2017

24.	**Rantz v. Shield Coat, Inc., No. 17-3338, 2017 WL 3188415 (July 26, 2017) (E.D. La. July 26, 2017).** The case was removed more than one year after commencement. Even though the plaintiff could not recover from the two named non-diverse corporations because they had been dissolved more than three years prior to the filing of the complaint, the court found that the plaintiff did not act in bad faith to prevent removal. The court noted that defendants should have removed based upon fraudulent/improper joinder prior to expiration of the one-year period and further noted that the plaintiff took no action to prevent the defendant from ascertaining early in the case that the non-diverse defendants had been improperly joined. [87] Filed Mar. 31, 2016; removed Apr. 12, 2017; remanded July 26, 2017.
25.	**Forrest v. Johnson & Johnson, No. 4:17CV-01855-JAR, 2017 WL 3087675 (E.D. Mo. July 20, 2017).** The case was removed more than one year after commencement. The district court remanded the case back to state court. The district court held that the plaintiff's joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017). "Plaintiffs clearly sought to secure an advantageous forum in the state court and joined certain Plaintiffs for the very purpose of avoiding federal jurisdiction over this case." *Id.* at *2. Given that such joinder was permissible at the time, however, plaintiffs did not engage in bad faith. [88] Filed Feb. 23, 2015; removed June 29, 2017; remanded July 20, 2017.
26.	**Anglin v. Johnson & Johnson, No. 4:17-CV-01844-JAR, 2017 WL 3087672 (E.D. Mo. July 20, 2017).** The case was removed more than one year after commencement. The district court remanded the case back to state court. The district court held that the plaintiff's joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017). [89] Filed May 29, 2015; removed June 29, 2017; remanded July 20, 2017.

27.	**Timms v. Johnson & Johnson, No. 4:17-CV-01859-JAR, 2017 WL 3087699 (E.D. Mo. July 20, 2017).** The case was removed more than one year after commencement. The district court remanded the case back to state court. The district court held that the plaintiff's joinder of non-diverse plaintiffs was not bad faith and was not frivolous under existing law predating *Bristol-Myers Squibb Co. v. Superior Court of California*, 137 S. Ct. 1773 (2017). [90] Filed Apr. 4, 2016; removed June 29, 2017; remanded July 20, 2017.
28.	**Dunn v. Johnson & Johnson, No. 4:17-CV-01846-JAR, 2017 WL 3087673 (E.D. Mo. July 20, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no bad faith where the plaintiffs joined parties to strategically prevent removal because the plaintiffs' joinder of parties was consistent with existing law. [91] Filed Nov. 7, 2014; removed June 29, 2017; remanded July 20, 2017.
29.	**Ingham v. Johnson & Johnson, No. 4:17-CV-1857 SNLJ, 2017 WL 3034696 (E.D. Mo. July 18, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no bad faith. Although the "plaintiffs surely secured advantageous forums by manipulating the groups of plaintiffs in an attempt to prevent federal jurisdiction…, this manipulation was legal within the confines of federal statutes and case law at the time and was not done in bad faith." *Id.* at *2. [92] Filed Aug. 20, 2015; removed June 29, 2017; remanded July 18, 2017.
30.	**Reppell v. Johnson & Johnson, No. 4:17-CV-1858 SNLJ, 2017 WL 3034707 (E.D. Mo. July 18, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no bad faith where the plaintiffs joined parties to strategically prevent removal because the plaintiffs' joinder of parties was consistent with existing law. [93] Filed Jan. 19, 2016; removed June 29, 2017; remanded July 18, 2017.

31.	**Livaudais v. Johnson & Johnson, No. 4:17-CV-1851 SNLJ, 2017 WL 3034701 (E.D. Mo. July 18, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no bad faith where the plaintiffs joined parties to strategically prevent removal because the plaintiffs' joinder of parties was consistent with existing law. [94] Filed Mar. 18, 2015; removed June 29, 2017; remanded July 18, 2017.
32. *	**Sampson v. Miss. Valley Silica Co., 268 F. Supp. 3d 918 (S.D. Miss. 2017).** Plaintiffs filed a wrongful death action against diverse and non-diverse defendants and dismissed the non-diverse defendants prior to expiration of the one-year period. The diverse defendants removed, but the case was remanded because not all of the defendants had joined in the removal. After the plaintiffs obtained a jury verdict, they moved to join a declaratory-judgment action against the non-diverse defendant's diverse insurer. The insurer removed. The district court remanded, finding no bad faith. The court noted that the plaintiffs had sued other non-diverse defendants who were dismissed prior to expiration of the one-year bar and noted that even if the plaintiff had originally included the diverse insurer, the case would not have been successfully removed within one year, given that the removing defendants failed to comply with the rule of unanimity. [95] Filed Oct. 21, 2014; removed Mar. 22, 2017; remanded July 18, 2017.
33.	**Swann v. Johnson & Johnson, No. 4:17-CV-1845 SNLJ, 2017 WL 3034711 (E.D. Mo. July 18, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no bad faith where the plaintiffs joined parties to strategically prevent removal because the plaintiffs' joinder of parties was consistent with existing law at the time of joinder. [96] Filed July 31, 2014; removed June 29, 2017; remanded July 18, 2017.

34. *	**Jackson v. Bayer Healthcare Pharm., Inc., No. 4:17-cv-01413-JAR (E.D. Mo. June 22, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding that the plaintiffs' amended complaint adding additional non-diverse plaintiffs did not constitute bad faith, given that the parties to the original complaint were not diverse. [104] Filed Sept. 6, 2013; removed for the second time May 1, 2017; remanded June 22, 2017.
35.	**Larue v. Volkswagen Group of Am., Inc., No. 1:17-CV-00001-GNS 2017 WL 2312480 (W.D. Ky. May 26, 2017).** The case was removed more than one year after commencement. The district court remanded. It noted that the plaintiff's claims against the non-diverse defendants were colorable at the outset of the case, that the plaintiff retained experts to support the claims against the non-diverse defendants, and that if the plaintiff had prematurely dismissed the non-diverse defendants, the jury might have been permitted to allocate fault to the non-diverse defendants (the empty-chair defendant conundrum). "It is difficult to say in this instance that [the plaintiff's] failure to voluntarily dismiss KTC Defendants within one year, before discovery was complete, amounted to bad faith." *Id.* at *5. [106] Filed Oct. 14, 2014; removed Jan. 3, 2017; remanded May 27, 2017.
36.	**Ryan v. Calcasieu Parish Police Jury, No. 17-cv-287, 2017 WL 3080022 (W.D. La. May 26, 2017).** The case was removed more than one year after commencement. The removing defendant alleged that the plaintiff had fraudulently misjoined the non-diverse defendants and that the plaintiff had acted in bad faith to prevent removal. The magistrate recommended remand, finding incomplete diversity because the plaintiff had not misjoined the non-diverse defendants. The district court accepted the magistrate's recommendation and remanded the case. [107] Filed Oct. 16, 2014; removed Feb. 17, 2017; remanded July 17, 2017.

37.	**Fridman v. Safeco Ins. Co., No. 6:16–cv–2020–Orl–37KRS, 2017 WL 2222790 (M.D. Fla. May 22, 2017).** The case was removed more than one year after commencement, after the plaintiff amended the complaint to add a bad faith claim against the insurer, thereby increasing the amount-in-controversy. The insurer argued that the plaintiff's amendment was in bad faith to prevent removal, citing the JVCA. The district court remanded, finding the bad faith exception inapplicable. [109] Filed Apr. 29, 2009; plaintiff amended complaint adding bad faith in compliance with state law on Nov. 7, 2016; removed Nov. 18, 2016; remanded May 22, 2017. Note: Although the case was commenced in 2009, the district court applied the JVCA.
38.	**Hill v. State Farm Mut. Auto. Ins. Co., No. 17-71-BAJ-RLB, 2017 WL 2644259 (M.D. La. May 18, 2017).** The case was removed more than one year after commencement. The removing diverse insurer argued that the plaintiff acted in bad faith by amending the pleadings more than two years after commencement to seek more than $75,000. The magistrate refused to find bad faith because the plaintiff's original complaint named two nondiverse defendants who remained in the case for more than year. Even if the plaintiff had amended the complaint prior to expiration of the one-year period, the diverse defendant could not have removed given that the plaintiff was still pursuing claims against the non-diverse defendants. The district court adopted the magistrate's recommendation and remanded the case. [110] Filed Apr. 15, 2014; removed Feb. 8, 2017; remanded June 19, 2017.

39.	**Barajas v. Cont'l Tire of the Ams., LLC, 3:17–CV–00212–BR, 2017 WL 2213152 (D. Or. May 18, 2017).** The case was removed more than one year after commencement. The defendants argued that the plaintiffs had fraudulently joined non-diverse defendants to prevent removal and that removal more than one year after commencement was proper under the circumstances. The district court remanded, finding that the plaintiffs had not fraudulently joined the non-diverse defendants and that removal was untimely because it was not filed within the requisite thirty-day period. [112] Filed June 1, 2015; removed Feb. 8, 2017; remanded May 18, 2017.
40. *	**Jackson v. C.R. Bard, Inc., No. 4:17-CV-974 (CEJ), 2017 WL 2021087 (E.D. Mo. May 12, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no bad faith. The court was not "persuaded by [the] defendants' argument that the original plaintiffs joined the amended plaintiffs in bad faith. Diversity jurisdiction did not lie before or after the amended petition. Plaintiffs did not dismiss a diversity destroying party or otherwise create complete diversity after the passage of the one-year deadline." *Id.* at *4. [113] Filed Feb. 11, 2016; removed for the second time Mar. 16, 2017; remanded May 12, 2017.
41.	**NPV Realty, LLC v. Nash, No. 8:17–cv–636–T–30AEP, 2017 WL 1735101 (M.D. Fla. May 4, 2017).** The plaintiff sued a non-diverse insurance agent in state court. More than one year after commencement, the plaintiff amended the complaint to add the diverse insurer as an additional defendant. The defendant insurer removed. The district court remanded, noting that the non-diverse agent was still a defendant and that the plaintiff had actively litigated the case against the agent. The court did not find that the agent had been fraudulently joined and further found that there was no evidence that the plaintiff had acted in bad faith to prevent removal. *Id.* at *3. [115] Filed July 2, 2015; removed Mar. 16, 2017; remanded May 4, 2017.

42.	**Parkview Gardens Bldg. Owners Ass'n v. Owners Ins. Co., No. 16-cv-2673-WJM-CBS, 2016 WL 1611576 (D. Colo. May 3, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding that the defendant failed to demonstrate that the plaintiff acted in bad faith to prevent removal. The plaintiff had sued a diverse insurance company and a non-diverse insurance agency. The plaintiff had filed a certificate of review regarding its professional negligence claim against the non-diverse agency, propounded interrogatories and a request for production, deposed the agent responsible for issuing the policy, and appeared at a deposition noticed by the agency. Prior to that deposition, the plaintiff and the defendant agency agreed to a settlement. The district court remanded the case, finding that the defendant failed to prove that the plaintiff acted in bad faith for the purpose of preventing removal. [116] Filed Dec. 10, 2014; removed for the second time Oct. 28, 2016; remanded May 3, 2017.
43.	**Dutchmaid Logistics, Inc. v. Navistar, Inc., No. 2:16-CV-857, 2017 WL 1324610 (S.D. Ohio Apr. 11, 2017).** The case was removed more than one year after commencement. The district court remanded, finding that the defendant failed to demonstrate that the plaintiff acted in bad faith and also failed to demonstrate that the plaintiff fraudulently joined the non-diverse defendant. [122] Filed Feb. 12, 2015; removed Sept. 7, 2016; remanded Apr. 11, 2017.
44.	**Brown v. Roundpoint Mortg. Servicing Corp., No.: 3:17–CV–10, 2017 WL 1102657 (Mar. 24, 2017).** The case was removed more than one year after commencement. The district court remanded the case, finding that the defendant's threadbare allegation of bad faith was insufficient. [132] Filed Jan. 11, 2016; removed Jan. 30, 2017; remanded Mar. 24, 2017.

45. **	**El Khoury v. Ilyia, No. 2:16-CV-01426-RAJ, 2017 WL 1089513 (W.D. Wash. Mar. 22, 2017).** The plaintiff sued the defendant, alleging that the defendant was a resident of Washington state. The defendant removed more than one year after commencement, alleging that it was his intent to return to California (and that he was therefore a California resident). The court remanded the case, finding that "Plaintiffs did not act in bad faith by failing to question Defendant's own admission of residency. Defendant repeatedly admitted he was a resident of Washington, he owned a home in Washington, and he was domiciled in Washington—in fact, for over a year from when this action commenced, Defendant asserted his Washington residency." *Id.* at *3. The court awarded attorneys' fees and costs pursuant to 28 U.S.C. §1447(c). [133] Filed Apr. 9, 2015; removed Sept. 7, 2016; remanded Mar. 24, 2017.
46.	**Traina v. Liberty Mut. Grp., No. 16-4991 (MAS) (TJB), 2017 WL 957849 (D. N.J. Mar. 10. 2017).** The case was removed more than one year after commencement. The district court remanded, finding insufficient evidence of bad faith and noting that both parties were responsible for litigation-related procedural delays in state court. [137] Filed Dec. 30, 2014; removed Aug. 15, 2016; remanded Mar. 10, 2017.
47.	**Trokey v. Great Plains Roofing and Sheet Metal, Inc., No. 4:16–cv–01193–ODS, 2017 WL 722607 (W.D. Mo. Feb. 23, 2017).** The case was removed more than one year after commencement. The defendant argued that the plaintiff acted in bad faith by settling with the non-diverse defendant more than one year after commencement (after the state court denied the non-diverse defendant's motion to dismiss for failure to state a claim). The district court noted that the claim against the non-diverse defendant was a valid claim evidenced by the state court's ruling and the fact that the diverse defendant had asserted a cross-claim against the non-diverse defendant. [142] Filed Sept. 4, 2015; removed Nov. 7, 2016; remanded Feb. 23, 2017.

48.	**Hubbard v. Diaz, No. 16-3006 (CCC-JBC), 2017 WL 436252 (D. N.J. Jan. 31, 2017).** The case was removed more than one year after commencement. The district court remanded, finding that the defendants failed to show that the plaintiff was intentionally deceptive regarding the amount of damages. The court noted that the complaint contained sufficient allegations from which it could be extrapolated that the amount in controversy exceeded $75,000. [150] Filed Apr. 20, 2015; removed May 25, 2016; remanded Jan. 1, 2017.
49.	**Kamal-Hashmat v. Loews Miami Beach Hotel Operating Co., Inc., No. 16-cv-24864-GAYLES, 2017 WL 433209 (S.D. Fla. Jan. 27, 2017).** The case was removed more than one year after commencement. The district court remanded, finding that the plaintiff actively litigated the claims against the jurisdictional spoilers and that the defendant had no clear evidence of the plaintiff's bad faith. [158] Filed Oct. 19, 2014; removed Nov. 21, 2016; remanded Jan. 27, 2017.
50.	**Caires v. J.P. Morgan Chase Bank, N.A., 16 Civ. 2694 (GBD) (RLE), 2017 WL 384696 (Jan. 27, 2017).** The case was removed more than one year after commencement (by the pro se plaintiff/counter-defendant). The district court remanded, finding insufficient evidence of bad faith on the part of the counter-plaintiff. [160] Filed Dec. 3, 2009; removed Apr, 11, 2016; remanded Jan. 27, 2017. Note: Although the case was filed in 2009, the district court applied the JVCA.

51.	**County of Dimmit, Tex. v. Murphy Expl. & Prod. Co., No. SA-16CA-01049-RCL, 2017 WL 9360841 (W.D. Tex. Jan. 19, 2017).** The case was removed more than one year after commencement. The plaintiff amended the state-court complaint more than two years after commencement to add the diverse defendant. The diverse defendant removed, arguing that the plaintiff had misjoined the claims against the non-diverse defendants and had acted in bad faith by waiting so long to add the removing diverse defendant as a party. The district court remanded, finding no evidence of bad faith and further finding that the plaintiff had not misjoined the defendants. The court noted that the plaintiff amended the complaint to add the diverse defendant after the diverse defendant's fault was identified in discovery responses to the plaintiff's interrogatories. The court also noted that there was no evidence that the plaintiff was aware that the diverse defendant was potentially liable prior to receiving the discovery responses. [164] Filed May 13, 2013; removed after Aug. 24, 2016, remanded Jan. 19, 2017).
52.	**Dumistrascu v. Dumistrascu, No. 15-CV-561-JED-FHM, 2017 WL 5241234 (N.D. Okla. Jan. 13, 2017).** The case was removed more than one year after commencement. The district court remanded, finding no conduct by the plaintiff that prevented the defendant from removing within one year. [168] Filed Oct. 25, 2012; removed Oct. 2, 2015; remanded Jan. 13, 2017.
53.	**Zazueta v. Nationstar Mortg. LLC, No. 3:16-cv-05893-RJB, 2017 WL 74682 (W.D. Wash. Jan. 9, 2017).** The case was removed more than one year after commencement. The district court remanded, finding that the plaintiff's increased settlement demand (made after expiration of the one-year period) did not constitute bad faith. The court noted that the increased demand for attorneys' fees was largely caused by multiple court filings and hearings that occurred after expiration of the one-year period. [171] Filed May 12, 2015; removed Oct. 21, 2016; remanded Jan. 9. 2017.

54.	**Herron v. Graco, Inc., No. 3:16-CV-00653-NJR-SCW, 2016 WL 7239915 (S.D. Ill. Dec. 15, 2016).** The case was removed more than one year after commencement. The defendant argued that the plaintiff's dismissal of one non-diverse defendant after expiration of the one-year period and the plaintiff's agreement not to collect from the remaining two nondiverse defendants indicated bad faith and fraudulent joinder. The district court remanded, finding that the defendant failed to demonstrate bad faith and also failed to demonstrate fraudulent joinder. The plaintiff indicated that one non-diverse defendant was dismissed after it raised strong objections to venue in state court. The plaintiff entered into an agreement with the other non-diverse defendants who also raised venue objections that the plaintiff would not enforce any judgment against them if they agreed to withdraw their venue objection and testify at a deposition and at trial. [186] Filed Feb. 9, 2015; removed June 15, 2016; remanded Dec. 15, 2016.
55.	**Hubbard v. Daiz, No. 16-3006 (CCC), 2016 WL 8161624 (D. N.J. Dec. 2, 2016).** The defendants removed the case more than year after commencement, alleging that the plaintiff acted in bad faith to prevent removal by failing to timely respond to discovery requests regarding the plaintiff's alleged damages arising from a dog attack. The court found no evidence that the delay was caused by anything more than counsel's carelessness or neglect and noted that "Defendants fail[ed] to present any information regarding their attempts to secure this discovery after service." *Id.* at *2. [190] Filed Apr. 20, 2015; removed May 25, 2016; remanded Dec. 2, 2016.
56.	**Larson v. Fedex Ground Package Sys., Inc., CV 16–105–M–DWM, 2016 WL 6602639 (D. Mont. Nov. 8, 2016).** The case was removed more than one year after commencement. The court found no bad faith on the part of the plaintiffs in an automobile accident case, noting that the plaintiffs actively pursued the case against the state (the jurisdictional spoiler) and settled with the state more than one year after commencement in response to the state's agreement to conduct feasibility assessments of various speed limits. [191] Filed Apr. 2015; removed Aug. 11, 2016; remanded Nov. 8, 2016.

57.	**Bristol v. Ford Motor Co., No. 4:16-CV-01649-JAR, 2016 WL 6277198 (E.D. Mo. Oct. 27, 2016).** The case was removed more than one year after commencement. The court remanded the case, finding that the defendant failed to prove that the plaintiff had not actively litigated the case against the spoiler prior to settling with the spoiler after expiration of the one-year period. The court also found no evidence that the plaintiff acted for the purpose of preventing removal. [196] Filed Aug. 20, 2015; removed Oct. 24, 2016; remanded Oct. 27, 2016.
58. **	**Angus v. John Crane Inc., No. 16-cv-03532-JST, 2016 WL 4423379 (N.D. Cal. Aug. 22, 2016).** The case was removed more than one year after commencement. The court remanded the case. It found no evidence that the plaintiff acted in bad faith where the plaintiff dismissed the jurisdictional spoiler more than one year after commencement once it had reached a $10,000 settlement agreement. Instead, the court found that the defendant acted in bad faith by removing just prior to commencement of trial in state court. The court awarded attorneys' fees and costs to the plaintiff pursuant to 28 U.S.C. § 1447(c). [204] Filed July 9, 2014; removed June 23, 2016; remanded Aug. 22, 2016.
59. **	**Toro v. CSX Intermodal Terminals, Inc., 199 F. Supp. 3d 320 (D. Mass. 2016).** The case was removed more than one year after commencement. The court remanded the case, finding that the defendant had not timely removed within the relevant thirty-day period and further finding that the defendant's allegation that the plaintiff concealed the amount in controversy in bad faith was misplaced because it was clear from the outset that the amount in controversy exceeded $75,000. The court awarded attorneys' fees and costs to the plaintiff pursuant to 28 U.S.C. § 1447(c). [207] Filed May 2014; removed Mar. 2016; remanded Aug. 9, 2016.

60.	**Heacock v. Rolling Frito-Lay Sales, LP, No. C16-0829-JCC, 2016 WL 4009849 (W.D. Wash. July 27, 2016).** The case was removed more than one year after commencement and a few weeks before trial was scheduled. The court found no bad faith prevention of removal in a case where the plaintiff sued a diverse employer and a non-diverse employee for injuries arising from the employee's alleged negligence. The court found that the plaintiff actively litigated the case against the employee. "Frito Lay's assertions similarly fail to meet the standard of inactive litigation discussed by Ninth Circuit district courts. Heacock served Tally with two discovery requests and deposed her. Even if Heacock's efforts constitute a bare minimum effort to litigate against Tally, that is sufficient to qualify as 'active litigation." *Id.* at * 4. [210] Filed Oct. 6, 2014; removed May 16, 2016; remanded July 27, 2016.
61. *	**Oakland v. Allstate Prop. & Cas. Ins. Co., Inc., No. 2:16-cv-00608-RAJ, 2016 WL 9415202 (W.D. Wash. July 26, 2016).** The case was removed for a second time more than one year after commencement. The court rejected the defendant's argument that the plaintiffs were to blame for the untimely removal. The court rejected the defendant's argument that it was prevented from conducting discovery while the case was in federal court after the first removal and noted that the defendant offered no reason why it could not have removed within the one-year period. *Id.* at *1. [211] Filed Oct. 2014; removed for the second time Apr. 27, 2016; remanded July 26, 2016.
62.	**Shorraw v. Bell, No. 4:15-cv-03998-JMC, 2016 WL 3586675 (D. S.C. July 5, 2016).** The case was removed more than one year after commencement. The court remanded the case, finding insufficient evidence of bad faith forum manipulation on the part of the plaintiff. The court noted that the plaintiff actively litigated the case against the jurisdictional spoiler by retaining an expert in the spoiler's field of expertise and surviving the spoiler's motion to dismiss in state court. [215] Filed Apr. 13, 2013; removed for the second time Sept. 25, 2015; remanded July 5, 2016.

63.	**Iqbal v. Normandin Transit, Inc., No. 15-CV-746-A, 2016 WL 3563218 (W.D.N.Y. July 1, 2016).** The case was removed more than one year after commencement. The district court remanded, finding that the defendant failed to prove the plaintiff's bad faith by clear and convincing evidence. The court noted that the diverse defendants acknowledged that it was "objectively clear in the circumstances just a few months after the action was commenced that neither of the non-diverse municipal defendants named by the plaintiff were potentially liable." *Id.* at *1. [216] [No dates.]
64.	**Young v. White Castle Sys., Inc., No. 4:16-cv-00553-JCH, 2016 WL 3197305 (E.D. Mo. June 9, 2016).** The case was removed more than one year after commencement. After the plaintiff voluntarily dismissed one non-diverse defendant, the diverse defendant removed the case, arguing that the remaining non-diverse defendant had been fraudulently joined and that the plaintiff acted in bad faith. The district court remanded the case, finding that complete diversity did not exist because the remaining non-diverse defendant had not been fraudulently joined. [222] Filed Aug. 5, 2014; removed Apr. 20, 2016; remanded June 9, 2016.
65. **	**Lujan v. Alorica, Inc., EP-15-CV-355-KC, 2016 WL 8857008 (W.D. Tex. May 24, 2016).** The case was removed more than one year after commencement. The district court remanded the case, finding that the plaintiff did not act in bad faith because the plaintiff's claim for damages (lost wages) at the time the case was filed could not have exceeded $75,000. The court also noted that the defendant failed to attempt to discover the amount in controversy until well after one year had passed and found that the defendant's lack of vigilance further supported remand. The court awarded the plaintiff attorneys' fees and expenses pursuant to 28 U.S.C. § 1447(c). [226] Filed Apr. 25, 2012; removed Nov. 30, 2015; remanded May 24, 2016.

66.	**White v. Lexington Court Apartments, LLC, No. DKC 16-0427, 2016 WL 1558340 (D. Md. Apr. 18, 2016).** The case was removed more than one year after commencement. The district court remanded the case, finding that the plaintiff did not act in bad faith to prevent removal. [236] Filed Dec. 17, 2014; removed Feb. 16, 2016; remanded Apr. 18, 2016.
67.	**Ellison v. Credit Acceptance Corp., 177 F. Supp. 3d 967 (S.D. W.Va. 2016).** The case was removed more than one year after commencement. The removing defendant argued that the plaintiff acted in bad faith. The district court remanded, finding that the amount in controversy requirement was not met. [237] Filed Feb. 27, 2015; removed more than 1 year later; remanded Apr. 14, 2016.
68.	**Bryson v. Wells Fargo Bank, N.A., No. 1:16-CV-28, 2016 WL 1305846 (E.D. Tex. Mar. 31, 2016).** The district court remanded, finding that the defendant failed to demonstrate the plaintiff acted in bad faith by dismissing the spoiler more than one year after commencement. The spoiler had filed for bankruptcy and the bankruptcy proceedings continued until shortly before the plaintiff nonsuited the spoiler after reaching a settlement agreement approved by the bankruptcy court. [239] Filed Nov. 6, 2014; removed Jan. 28, 2016; remanded Mar. 31, 2016.

69. **	**Federal Nat'l Mortg. Assoc. v. Milasinovich, 161 F. Supp. 3d 981 (D. N. Mex. 2016).** The case was removed more than one year after commencement. The pro se defendant removed. The district court remanded, finding that the defendant failed to demonstrate that the plaintiff acted in bad faith to prevent removal. The court awarded plaintiff attorneys' fees and expenses pursuant to 28 U.S.C. § 1447(c). [241] Filed July 20, 2009; removed for the second time on July 20, 2015; remanded Mar. 30, 2016].
70.	**Cesarin v. Asbestos Corp., Ltd., No. 15-cv-06056-HSG, 2016 WL 720684 (N.D. Cal. Feb. 24, 2016).** The case was removed more than one year after commencement. The district court remanded after finding insufficient evidence of bad faith. Although the plaintiff dismissed the jurisdictional spoiler more than one year after commencement, the plaintiff's counsel and the plaintiff's private investigator submitted declarations indicating that they had continued to search for evidence to support the plaintiff's claim against the spoiler. [251] Filed Oct. 29, 2014; removed Dec. 24, 2015; remanded Feb. 24, 2016.
71.	**Martinez v. Yordy, 16 Civ. 005 (BMC), 2016 WL 8711443 (E.D. N.Y. Feb. 19, 2016).** The case was removed more than one year after commencement. The district court remanded the case finding insufficient evidence that the plaintiff acted in bad faith to prevent removal by concealing the amount-in-controversy. "[The Court] will not determine that [the] plaintiff's failure to provide a bill of particulars was intended to prevent removal where [the] defendants did not take action for five months and did not move the court to compel that information before the statutory time had passed." *Id.* at *3. [252] Filed July 21, 2014; removed Jan. 4, 2016; remanded Feb. 19, 2016.

72.	**Miami Beach Cosmetic & Plastic Surgery Ctr., Inc. v. UnitedHealthcare Ins. Co., No. 1:15-cv-24041-UU, 2016 WL 8607846 (S.D. Fla. Jan. 8, 2016).** The case was removed more than one year after commencement. The district court found that the defendant's removal was premature because the state court had not granted the plaintiff's motion to amend the complaint in a manner so as to seek more than $75,000. The court further indicated, however, that the plaintiff had not acted in bad faith in failing to seek to amend prior to expiration of the one-year period, noting that the plaintiff's explanation was "consistent with a straightforward change in strategy." *Id.* at *5. [263] Filed Jan. 27, 2014; removed Oct. 28, 2015; remanded Jan. 8, 2016.
73.	**Safety Harbor Centre, Inc. v. Hancock Bank, No: 8:15–cv–2553–T–36TGW, 2015 WL 13306197 (M.D. Fla. Dec. 28, 2015).** The case was removed more than one year after commencement. The district court remanded, finding insufficient evidence of bad faith on the part of the plaintiff. The court held that the plaintiff had not fraudulently joined the jurisdictional spoiler and noted that after hearing the spoiler's motion to dismiss, the state court requested additional briefing, suggesting that the non-viability of the claims against the spoiler was not as clear as suggested by the removing defendant. [267] Filed July 27, 2014; removed Oct. 29, 2015; remanded Dec. 28, 2015.
74.	**ALC Holding v. Federated Ins. Co., No. CV-15-08162-PCT-GMS, 2015 WL 9312081 (D. Ariz. Dec. 23, 2015).** The case was removed more than one year after commencement. The district court remanded, finding that the plaintiff disclosed the amount in controversy prior to the expiration of the one-year period when the plaintiff moved to confirm an appraisal of more than $600,000. [268] Filed May 6, 2014; removed Aug. 27, 2015; remanded Dec. 23, 2015.

75. *	**McDuffie v. Davidson, No. 1:15-CV-03360-CAP, 2015 WL 10960936 (N.D. Ga. Nov. 3. 2015).** The case was removed more than one year after commencement. The district court remanded the case, finding "no proof that [the] plaintiff acted in bad faith." *Id.* at *2. [279] Filed Dec. 18, 2014; removed for the second time on Sept. 24, 2015; remanded Nov. 3, 2015.
76. *	**Educ. Mgmt. Servs., LLC v. Cadero, No. 5:15–CV–686 RP., 2015 WL 6690401 (W. D. Tex. Nov. 2, 2015).** The case was removed more than one year after commencement. The district court remanded the case, finding that the plaintiff did not act in bad faith. Despite the removing defendant's contention that the amount-in controversy exceeded $75,000, the plaintiff continued to assert that it did not. "Defendant may disagree, but disagreement alone does not evince bad faith." *Id.* at *4. [280] No dates. This opinion addresses the second removal.
77.	**Johnson v. HCR Manocare LLC, No. 1:15-cv-00189, 2015 WL 6511301 (N.D.W. Va. Oct. 28, 2015).** The case was removed more than one year after commencement. The district court remanded, finding insufficient evidence of bad faith on the part of the plaintiff. The court noted that the plaintiffs had deposed the jurisdictional spoiler and found that the plaintiff's counsel had not engaged in systemic forum manipulation by dismissing jurisdictional spoilers on the eve of trial in other similar cases because the plaintiff's counsel contended such dismissals were part of counsel's trial strategy in those cases. [281] Filed July 14, 2014; removed Oct. 26, 2015 (approximately one week before trial); remanded Oct. 28, 2015.

78.	**In re Boston Scientific Corp., No. CV 15-06764, et al., 2015 WL 6456528 (C.D. Cal. Oct. 26, 2015).** This opinion involves mesh-implant litigation. The plaintiff filed suit in state court and joined sixty-one plaintiffs who were diverse from the defendant and three plaintiffs who were not diverse from the defendant. The defendant removed, alleging fraudulent misjoinder. The district court remanded the case. The state court severed the plaintiffs' claims and the defendant removed the 62 cases involving diverse plaintiffs more than one year after commencement. The district court remanded 62 separate cases, finding that the plaintiffs had not engaged in bad faith by joining nondiverse plaintiffs in the original action. Although the state court found that the plaintiffs' claims were misjoined and severed the claims, the state court did not find that the joinder was fraudulent or in bad faith. In addition, the district court observed that the defendant could have obtained severance and removal within one year of commencement but failed to do so. "Defendant has also not pointed to any conduct preventing it from seeking severance prior to July 2015, when it eventually attempted to sever the plaintiffs' claims. Additionally, there is no evidence before the Court indicating that Defendant could not have sought severance and removed the action within the one-year time limit." *Id.* at *6. [283] Filed July 12, 2013; removed Aug. 28. 2013 based upon fraudulent misjoinder; remanded; claims severed in state court Aug. 5. 2015; removed for the second time more than one year after commencement; remanded Oct. 26, 2015.
79. *	**In re Boston Scientific Corp., No. CV 15-6666 PA (PLAx), et al., 2015 WL 5822582 (C.D. Cal. Sept. 20, 2015).** This opinion involves mesh-implant litigation. One case was filed in state court on July 12, 2013 and involved the joinder of 66 plaintiffs, the large majority of whom were diverse from the defendant. The other case was filed in state court on December 20, 2013 and involved the joinder of 43 plaintiffs, the large majority of whom were diverse from the defendant. The defendant removed both cases. The district court remanded both cases. By order dated August 5, 2015, the state court severed all of the plaintiffs' claims. The defendant then removed 102 of the claims brought by diverse plaintiffs. The district court remanded 102 separate cases, finding that the plaintiffs had not engaged in bad faith by joining non-diverse plaintiffs in the original actions. The district court refused to find bad faith on the part of the plaintiffs, noting that their joinder of non-diverse plaintiffs in the original state court action was not egregious or fraudulent. [293] Filed July 12, 2013 & Dec. 20, 2013; removed; remanded; claims severed in state court on Aug. 5, 2015; removed for the second time between Sept. 1, 2015 and Sept. 4, 2015; remanded Sept. 20, 2015.

80.	**Alvarez v. Areas USA LAX, LLC, No. CV 15-5033-JFW (PLAx), 2015 WL 5050520 (C.D. Cal. Aug. 26, 2015).** The case was removed more than one year after commencement. The district court remanded the case, finding insufficient evidence of bad faith on the part of the plaintiff. The court held: > Not only did Plaintiff claim that the amount in controversy exceeded $25,000 (which is a standard allegation, and not nefarious as Defendant suggests), Plaintiff claimed that he "has suffered and continues to sustain *substantial* losses in earnings and other employment benefits" and that he "has suffered humiliation, emotional distress, and mental and physical pain and anguish," and sought, for example, back pay, front pay, damages for emotional distress, punitive damages, and attorneys' fees. . . In fact, given the nature and broad range of damages sought in Plaintiff's Complaint, Defendant may have been entitled to remove solely based on the face of the Complaint, without any discovery. Regardless, Defendant was certainly on notice that there was a very strong likelihood that Plaintiff's damages would exceed $75,000. Despite this notice and for some unknown reason, Defendant never specifically asked Plaintiff whether he sought more than $75,000 in damages, never asked Plaintiff to stipulate that he sought less than $75,000 in damages, and never directly raised the issue of removal with Plaintiff. *Id.* at *3. The court further held, "More importantly, if Defendant had truly believed that Plaintiff's responses to its discovery requests were in any way insufficient or made in bad faith to prevent removal, Defendant could have and should have filed a motion to compel discovery well within a year of the commencement of this action." *Id.* at *3. [299] Filed Apr. 1, 2014; removed July 2, 2015; remanded Aug. 26, 2015.
81. *	**Gastelum v. Am. Family Mut. Ins. Co., No. 2:15–cv–00126–JAD–VCF, 2015 WL 4928021 (D. Nev. Aug. 18, 2015).** The case was removed more than one year after commencement. The district court remanded, finding insufficient evidence of bad faith on the part of the plaintiff. The court noted that the defendant had largely directed the progression of the case from the outset. [361] Filed Oct. 16, 2013; removed for the third time Jan. 22, 2015; remanded Aug. 18, 2015.

82.	**Ramirez v. Johnson & Johnson, No. 2:15-CV-09131, 2015 WL 4665809 (S.D.W.Va. Aug. 6, 2015).** The plaintiff sued diverse manufacturers of transvaginal surgical mesh and non-diverse doctor for injuries arising from complications after implantation. The defendants removed more than one year after commencement and argued that the plaintiff fraudulently joined the non-diverse doctor and acted in bad faith to prevent removal. The district court remanded, finding insufficient evidence of bad faith. The court noted that the non-diverse doctor remained a defendant almost three years after commencement and further noted that the plaintiff had litigated her claim against the non-diverse defendant by propounding discovery requests and retaining an expert whose report addressed the non-diverse doctor's conduct. [366] Filed in 2012; removed June 8, 2015; remanded Aug. 6, 2015.
83.	**Deutsche Bank Nat'l Trust Co. v. Franklin, No. 6:15–cv–1038–Orl–37GLK, 2015 WL 4478127 (M.D. Fla. July 21, 2015).** Bank sued the defendant for foreclosure in state court. The defendant removed more than one year after commencement, alleging federal question and diversity jurisdiction. The district court remanded, finding no jurisdiction and further finding that the plaintiff's conduct did not warrant equitable tolling. In so ruling, the court cited the JVCA's "bad faith" requirement for removal more than year after commencement. [374] Filed in 2008; removed Jun. 24, 2015; remanded July 21, 2015). Note: Although the case was filed in 2008, the district court applied the JVCA.
84.	**Nationstar Mortg., LLC. V. DeMers, No. 3:14cv494/MCR/CJK, 2015 WL 4430990 (N.D. Fla. July 17, 2015).** The plaintiff sued the defendant for debt under a promissory note and mortgage. The defendant removed more than one year after commencement. The district court remanded, finding no evidence that the plaintiff acted in bad faith to prevent the defendant from removing. [376] Filed Jan. 2010; removed Sept. 19, 2014; remanded July 17, 2015. Note: Although the case was filed in 2010, the district court applied the JVCA.

85.	**Fruge v. Burlington Res. Oil & Gas Co. L.P., No. 2:14-CV-2382, 2015 WL 4134992 (W.D. La. July 7, 2015).** The case was removed more than one year after commencement. The district court affirmed the magistrate's memorandum ruling and remanded the case, finding insufficient evidence of bad faith. It noted that the plaintiff ardently pursued the clams against the non-diverse defendants and kept them in the case well after the one-year period expired. It also noted that if the non-diverse defendants had been fraudulently joined (as argued by the removing defendant), the defendant should have removed the case within the one-year period. [378] Filed May 4, 2012; removed July 25, 2014; remanded July 7, 2015.
86. **	**McHugh v. Portfolio Recovery Assocs., LLC, No. 4:15–cv–00046 (CDL), 2015 WL 4067599 (M.D. Ga. July 2, 2015).** The case was removed more than one year after commencement. The district court remanded the case, finding that it was not removed within 30 days and that it was removed more than one year after commencement with no evidence that the plaintiffs prevented removal in bad faith. The district court found that the defendant's counsel was aware of the plaintiff's demand for more than $75,000 almost nine months before the case was removed. The district court ordered the defendant to pay more than $2,400 in expenses and fees to the plaintiffs pursuant to 28 U.S.C. § 1447(c). [379] Filed Sept. 24, 2012; removed Mar. 27, 2015; remanded July 2, 2015.
87.	**Birkner v. Chesapeake Operating, Inc., No. SA–15–CA–172–OLG, 2015 WL 13048731 (W. D. Tex. June 5, 2015).** The case was removed more than one year after commencement. The district court remanded the case after finding insufficient evidence that the plaintiff acted in bad faith. The court noted that the plaintiff's interrogatory responses revealed the nature of the case within the one-year period. [385] Filed Jan. 2, 2014; removed Mar. 15, 2015; remanded June 5, 2015.

88.	**Matherne Instrumentation Specialists, Inc. v. Mighty Enters., Inc., No. 15–1159, 2015 WL 3505032 (E. D. La. June 3, 2015).** The plaintiff corporation sued diverse manufacturer and non-diverse retail seller of lathes alleging fraud and unfair and deceptive trade practices. The plaintiff amended the complaint to add the individual diverse owner of the manufacturer. The diverse defendants removed after obtaining an email through discovery written by the president of the non-diverse retail seller indicating that it was in full cooperation with the plaintiff in attempting to place the blame on the diverse manufacturer. The removing defendants argued that the email demonstrated collusion between the plaintiff and the retail seller and that the plaintiff did not intend to collect upon any judgment that might be entered against the retail seller. The district court remanded, finding that the defendant could not even prove that the plaintiff fraudulently joined the retail seller by a preponderance of the evidence. The court further held that the relevant inquiry was whether the plaintiff intended to obtain a judgment against the non-diverse defendant, not whether the plaintiff intended to collect upon such judgment. [386] Filed Apr. 8. 2014; removed more than one year later; remanded June 3, 2015.
89. *	**Tallman v. HL Corp. (Shenzhen), No. 14–5550(WHW)(CLW), 2015 WL 3556348 (D. N.J. May 27, 2015).** The diverse defendant first removed the insurance indemnity action alleging that the plaintiff fraudulently joined the in-state defendant. The district court remanded after finding no fraudulent joinder. After conducting additional discovery, the defendant removed a second time more than one year after commencement. The district court remanded a second time, finding that the removing defendant failed to demonstrate bad faith. The removing defendant alleged that the in-state defendant was not the supplier of the product in question. The district court noted some evidence to support the plaintiff's allegations. [389] Filed Mar. 17, 2014; removed for the second time Apr. 1, 2015; remanded May 27, 2015).

90. *	**Moris v. Chrysler Grp., LLC, No. 14–4981 (SRN/SER), 2015 WL 2373457 (D. Minn. May 18, 2015).** The plaintiff sued various entities for the wrongful death of his wife after she died from injuries sustained while operating her Chrysler minivan. The defendants removed. The plaintiff moved to remand. The parties stipulated to remand and agreed to the dismissal of Chrysler Canada without prejudice subject to the plaintiff's right to refile against Chrysler Canada at the close of discovery. After discovery, the plaintiff amended the complaint to add Chrysler Canada. Chrysler Canada then removed more than one year after commencement. The district court remanded, finding no bad faith on the part of the plaintiff given the parties' stipulation that the plaintiff could re-file the claim against Chrysler Canada after the close of discovery. [393] Filed in 2013; removed for the second time on Dec. 11, 2014; remanded May 18, 2015.
91.	**Lare v. State Farm Fire & Cas. Co., No. 15–1231, 2015 WL 2116490 (E.D. Pa. May 6, 2015).** The plaintiffs filed pro se action against their homeowner's insurer seeking less than $50,000 pursuant to their insurance policy. The case proceeded to arbitration and the arbitrator awarded plaintiffs more than $35,000. The insurer appealed the arbitration award and demanded a jury trial. Facing the prospect of a jury trial, the plaintiffs retained counsel who amended the complaint more than two weeks prior to the expiration of the one-year period to add a claim for insurance bad faith. The amended complaint alleged that the insurer's frivolous appeal of the arbitration award constituted bad faith and sought extra-contractual and punitive damages in addition to the contractual damages that were sought in the original complaint. The defendant insurer removed after expiration of the one-year period. The district court remanded the case, finding that the defendant had not demonstrated deceptive conduct by the plaintiffs, noting that the plaintiffs' amended complaint was primarily motivated by the insurer's appeal of the arbitration award and further noting that the plaintiffs' amended complaint was filed two weeks before expiration of the one-year policy, leaving the defendant sufficient time to remove within one year. [397] Filed Mar. 4, 2014; removed Mar. 11, 2015; remanded May 6, 2015.

92. **	**Mintz & Gold LLP v. Daibes, No. 15 Civ. 1218(PAE), 2015 WL 2130935 (S.D. N.Y. May 6, 2015).** Law firm sued its client in state court seeking more than $75,000. More than four years later, the appellate court entered an order directing the trial court to enter partial summary judgment in favor of the plaintiff. Two days later, the defendant removed based upon diversity jurisdiction and asserted bad faith on the part of the plaintiff. The district court remanded, finding no evidence that the plaintiff acted in bad faith, given that the case was removable based upon the original complaint. The court further noted that the defendant was apparently engaged in improper forum shopping given that it removed the case immediately after the trial court had been ordered to enter summary judgment in favor of the plaintiff. The district court awarded the plaintiff costs pursuant to 28 U.S.C. § 1447(c) and sanctioned the defendant's lawyer pursuant to Rule 11. [399] Filed Apr. 11, 2011; removed Feb. 19, 2015; remanded May 6, 2015. Note: Although the case was filed in 2011, the district court applied the JVCA.
93.	**Delaney v. CasePro, Inc., No. 9:14–cv–4355–DCN, 2015 WL 1862871 (D. S.C. Apr. 23, 2015).** The plaintiff sued a diverse defendant and an in-state defendant. After the in-state defendant was granted summary judgment more than one year after the case was filed, the diverse defendant removed. The district court remanded the case, finding that no evidence of bad faith was presented and noting that bad faith will not be presumed simply because summary judgment was granted to the non-diverse defendant. [403] Filed Nov. 1, 2012; removed Nov. 10, 2014; remanded Apr. 23, 2015.
94. *	**Rulis v. LA Fitness, No. 13–1582, 2015 WL 1344745 (E.D. Pa. Mar. 24, 2015).** The state court granted summary judgment to the non-diverse defendant. The diverse defendant then removed more than one year after commencement. The district court remanded the case, finding that the plaintiff's failure to engage in discovery with respect to the non-diverse defendant within the one-year period did not signal bad faith given that the state court discovery deadline was set well after expiration of the one-year period. [421] Filed Feb. 27, 2013; removed for the second time on Jan. 20, 2015; remanded Mar. 24, 2015.

95.	**Gonzales S. Tex. Elec. Corp. v. Jeffrey C. Stone, Inc., No. H–14–2216, 2014 WL 7072437 (S.D. Tex. Dec. 12, 2014).** The case was removed more than one year after commencement. The district court found no evidence that the plaintiff manipulated the forum, noting that a party other than the plaintiff created complete diversity by dismissing its claims against the plaintiff. Note that this case is unusual because the original defendant was realigned as a plaintiff after dismissal of claims against him. Third-party defendants actually removed the case and argued that the original defendant (later realigned as a plaintiff) had prevented removal jurisdiction. [443] Filed July 18, 2012; removed Aug. 8, 2014; remanded Dec. 12, 2104.
96.	**Hamilton San Diego Apartments, LP v. RBC Capital Mkts., LLC, No. 14cv01856 WQH (BLM), 2014 WL 7175598 (S.D. Cal. Dec. 11, 2014).** The plaintiff dismissed the non-diverse defendant more than two months after expiration of the one-year period. The diverse defendant removed more than one month later. The district court remanded, finding that the defendant had not demonstrated bad faith on the part of the plaintiff. The court held that the plaintiff's lawyer had plausible explanations for the failure to pursue discovery from the non-diverse party and for the timing of non-diverse party's dismissal. [445] Filed Apr. 10, 2013; removed Aug. 6, 2014; remanded Dec. 11, 2014.
97. *	**Campbell v. R.E. Garrison Trucking, Inc., No. 8:14–cv–2270–T–23MAP, 2014 WL 6801827 (M.D. Fla. Dec. 2, 2014).** The plaintiff sued the defendant in state court for damages in excess of $15,000. The defendant removed. The district court remanded, finding no evidence to support the defendant's assertion that the amount in controversy exceeded $75,000. The defendant removed a second time, after expiration of the one-year period, and argued that the plaintiff had acted in bad faith. The district court remanded the case finding no evidence to support bad faith and further finding that the amount in controversy requirement had not been met. [451] Filed Aug. 27, 2013; removed for the second time Sept. 11, 2014; remanded Dec. 2, 2104.

98.	**WBCMT 2007-C33 Office 7870, LLC v. Breakwater Equity Partners LLC, No. 1:14–CV–588, 2014 WL 6673712 (Nov. 24, 2014).** The plaintiff brought breach-of-contract claims against various borrowers who owned the property at issue. The plaintiff also named the county treasurer as a defendant in his individual capacity. After settling with the borrowers, the plaintiff filed a motion to amend the complaint almost a month before expiration of the one-year period. The court granted the plaintiff leave to amend after expiration of the one-year period and the plaintiff field amended the complaint naming four new diverse defendants. The amended complaint did not name the non-diverse treasurer. The defendants removed. The district court remanded, finding no bad faith on the part of the plaintiff. The court held that the plaintiff had not fraudulently joined the in-state treasurer and that, therefore, even if the plaintiff had brought suit against the diverse defendants prior to the expiration of the one-year period, removal would not have been proper due to the non-diverse treasurer's presence as a defendant. [453] Filed June 7, 2013; removed July 17, 2014; remanded Nov. 24, 2104.
99.	**Escalante v. Burlington Nat. Indem., Ltd., No. 2:14–CV–7237–ODW (JPRx), 2014 WL 6670002 (C.D. Cal. Nov. 24, 2014).** The plaintiffs filed a complaint against non-diverse the defendants and a Cayman Island citizen. The plaintiffs spent more than a year effectuating process on the foreign defendant. After the expiration of the one-year period, the non-diverse defendants moved for summary judgment. The plaintiffs dismissed the non-diverse parties and the foreign defendant removed. The district court remanded, finding no bad faith on the part of the plaintiffs. The court found that the plaintiffs had not fraudulently joined the non-diverse defendants because the plaintiffs had been misled to believe that they had a cause of action against the non-diverse defendants. The court noted that even if the plaintiffs had been able to serve the foreign defendant prior to expiration of the one-year period, removal would not have been proper because the non-diverse defendants were still parties to the litigation at that time. [454] Filed Jan. 16, 2013; removed Sept. 16, 2014; remanded Nov. 24, 2104.

100.	**Houlik v. Santander Consumer, USA, Inc., No. 14–1101–KHV, 2014 WL 6632951 (D. Kan. Nov. 21, 2104).** The plaintiffs borrowed money to purchase a pick-up truck. After the pick-up truck was wrongfully repossessed, the plaintiffs sued the diverse lender and the non-diverse entity the lender had hired to repossess the plaintiffs' truck. Although the non-diverse defendant had not answered or entered an appearance, the plaintiffs had not filed a motion for default judgment. The diverse defendant removed after expiration of the one-year period, arguing that the plaintiff had acted in bad faith by abandoning the claim against the non-diverse defendant and by concealing the true amount in controversy. The district court remanded after finding no bad faith. The plaintiffs demanded more than $75,000 in their initial petition and had not abandoned their claim against the non-diverse defendant. The plaintiffs' attorney explained that, pursuant to state law, it was much more efficient in a multi-party case to delay the default judgment hearing on damages until trial against the remaining party. [456] Filed Dec. 20, 2012; removed Apr. 3, 2014; remanded Nov. 21, 2014.
101.	**Aguayo v. AMCO Ins. Co., 59 F. Supp. 3d 1225 (D. N. Mex. 2014).** The district found that the plaintiffs did not engage in improper strategic joinder by naming non-diverse defendants and retaining some in the lawsuit beyond the one-year period. This is one of the most thorough opinions addressing the bad faith exception. For a thorough discussion of the case, see *supra* notes 187-211. and accompanying text. [460] Filed May 24, 2012; removed Apr. 29, 2014; remanded Oct. 31, 2014.
102.	**Bajaba, LLC v. Gen. Steel Domestic Sales, LLC, No. 14–CV–4057, 2014 WL 5363905 (W.D. Ark. Oct. 21, 2014).** The plaintiff sued a diverse seller of a steel building and the seller's non-diverse authorized dealer and builder. More than two years later, the plaintiff moved to non-suit the nondiverse defendants for lack of service. The diverse defendant then removed. The district court remanded, finding no bad faith on the part of the plaintiff. The court noted that the plaintiffs had attempted to locate and serve the non-diverse defendants. The defendant moved the district court to reconsider. The district court denied the motion. *See* Case No. 5 in Table E. [464] No dates.

103. *	**Hall v. Leisure Time Prods., Inc., No. 3:14-CV-465, 2014 WL 5019687 (E.D. Va. Oct. 7, 2014).** The plaintiff sued several defendants, including one non-diverse LLC, for injuries allegedly caused by hardware used to support a child's swing set. After the nondiverse LLC's designated representative testified by deposition after expiration of the one-year period that it had no responsibility for the product at issue, the plaintiff non-suited the non-diverse defendant. The diverse defendants removed. The district court remanded, finding insufficient evidence of bad faith on the part of the plaintiff. The court noted that the plaintiff had not strategically withheld any information from the defendants and that the defendants could have alleged fraudulent joinder as a basis for removal from the outset. The court further noted that the diverse defendant had ample opportunity to engage in discovery prior to the expiration of the one-year period in order to establish the non-diverse LLC's lack of responsibility. [468] Filed Mar. 4, 2013; removed for the second time on June 25, 2014; remanded Oct. 7, 2014.
104.	**Sanchez v. Toyota Motor Sales, U.S.A, Inc., No. 14–CV–702 JAP/GBW, 2014 WL 10298033 (D. N. Mex. Oct. 6, 2014).** The case was removed more than one year after commencement. The district court remanded, finding that the plaintiff had not fraudulently joined the non-diverse defendant and further finding no evidence of bad faith on the part of the plaintiff. [469] Filed June 10, 2013; removed Aug. 8, 2014; remanded Oct. 6, 2014.

105.	**Day v. W. World Ins. Co., No. 14–00348–BAJ–SCR, 2014 WL 4373301 (M.D. La. Sept. 3, 2014).** The plaintiffs sued diverse defendants, including in-state defendants, for damages sustained in a tractor-trailer accident. More than four years later and shortly before trial was set, the plaintiffs added an additional diverse excess insurer who then removed, arguing that complete diversity existed because the plaintiffs had reached settlement agreements with the in-state defendants. The court applied the *Tedford e*quitable exception, which it said was governed by the same standards as the JVCA amendment, and found that the defendants had not demonstrated bad faith. Although the newly added defendant argued that plaintiffs should have added it as party sooner, the court noted that removal would have been improper at an earlier point because the plaintiffs had pending viable claims against the in-state defendants. [475] Filed Feb. 5, 2010; removed June 3, 2014; remanded Sept. 3, 2014. Note: The case was filed in 2010. The court applied the *Tedford* equitable exception and found no bad faith.
106.	**Tran v. Thompson, No. 14–263–SDD–SCR, 2014 WL 4161784 (M.D. La. Aug. 19, 2014).** Parents sued school board, school employee, and two insurers after their daughter injured herself falling from a wheelchair while receiving instruction from the school employee. The plaintiffs settled with the school board, school employee, and one insurer. Before the dismissal order was entered, the plaintiff filed an amended complaint naming four additional defendants. The defendants removed, arguing that the amended complaint was a new cause of action and also arguing bad faith on the part of the plaintiffs. The district court remanded. The court applied the *Tedford* equitable exception, which it said was governed by the same standards as the JVCA amendment, and found that the defendants had not demonstrated bad faith. The court noted that even if plaintiffs had added the additional four defendants at an earlier point, the case would not have been removable given that the plaintiffs were pursuing viable claims against the in-state defendants. [479] Filed Aug. 21, 2008; removed May 1, 2014; remanded Aug. 19, 2014. Note: The case was filed in 2008. The court applied the *Tedford* equitable exception and found no bad faith.

107. *	**HSBC Bank Nevada, N.A. v. DeGeorge, No. 3:14–cv–217–J–32JBT, 2014 WL 3721273 (M.D. Fla. July 28, 2014)**. The plaintiff bank sued the defendant in state court for an alleged breach of a credit card agreement and sought $51,129.38 in damages plus interest. The district court remanded the case the first time, finding that the pro se defendant had failed to establish bad faith and had further failed to establish the jurisdictional amount. The district court remanded a second time, again finding that the defendant failed to establish any bad faith or the required amount in controversy. [482] Filed Sept. 24, 2009; removed for a second time; remanded July 28, 2014.
108.	**Green v. Hyundai Power Transformers USA, Inc., No. 2:14–cv–00014–MEF–TFM, 2014 WL 2862894 (M.D. Ala. June 24, 2014).** Employee sued employer and Korean drill press manufacturer for injuries sustained while using the drill at work. After expiration of the one-year period, the plaintiff dismissed the non-diverse employer after it settled the plaintiff's workers' compensation claim. Although the plaintiff immediately sought the assistance of a company in serving foreign entities, the plaintiff did not serve the Korean manufacturer until after expiration of the one-year period. The district court remanded, finding that the plaintiff did not act in bad faith so as to delay service on the foreign manufacturer. [491] Filed May 22, 2012; removed Jan. 3, 2014; remanded June 24, 2014.
109.	**Public Serv. Towers, Inc. v. Best Buy Stores, L.P., 28 F. Supp. 3d 1313 (M.D. Ga. 2014).** The plaintiff sued the defendant in federal court, alleging that the defendant's retaining wall encroached on its property. The case was remanded after the plaintiff determined it was unlikely to satisfy the amount in controversy requirement – in part, due to the declining property values. More than five years later, the defendant removed, claiming the amount in controversy requirement was met based upon its receipt of a settlement demand for $160,000. The district court remanded finding no evidence that the plaintiff, who had originally filed the case in federal court, made any misrepresentation regarding the amount in controversy, given that the property values had declined. [492] Filed July 3, 2008; removed Apr. 16, 2014; remanded June 24, 2014. Note: The case was filed in 2008. The district court applied the *Tedford* equitable exception and found no bad faith forum manipulation.

110. *	**Estate of Morris v. Mid-Century Ins. Co., No. 4:13CV2134, 2014 WL 2803477 (N.D. Ohio June 19, 2104).** The plaintiff sued diverse insurer and in-state adjuster for breach of contract and breach of the duty of good faith. The case was removed based upon fraudulent joinder. The district court denied the plaintiff's motion to remand. The Seventh Circuit reversed, finding no fraudulent joinder. After the case was remanded, the state court dismissed the plaintiff's claims against the adjuster for failure to state a claim and the diverse insurer removed more than one year after commencement. Although the court refused to recognize a common law exception to the one-year bar, the court found that the plaintiff had not acted in bad faith given that the Seventh Circuit had decided that the adjuster had not been fraudulently joined in light of the fact that state law was less than clear with respect to an adjuster's liability. [495] Filed Aug. 1, 2011; removed the first time based upon alleged fraudulent joinder of the adjuster; remanded based upon the appellate court's finding no fraudulent joinder; removed for the second time on Sep. 26, 2013; remanded June 19, 2014. Note: The case was filed in 2011. The court refused to recognize an equitable exception but further found that the plaintiff had not acted in bad faith.
111.	**In re Zoloft Prods. Liability Litig., MDL No. 2342, et al., 2014 WL 2445799 (E.D. Pa. May 29, 2014).** The plaintiff sued an in-state drug manufacturer and added a diverse drug manufacturer five years later, by which time the original defendant had changed citizenship and was no longer a citizen of the forum state. The newly added defendant removed. The JVCA did not apply. The court held that even if it were to recognize an equitable exception, the defendant had failed to prove bad faith prevention of removal. [498] Filed in 2007; removed in late 2012 or early 2013; remanded May 29, 2014. Note: The case was filed in 2007. The court held that even if it were to recognize an equitable exception, the plaintiff had not acted in bad faith.

112.	**NKD Diversified Enters., Inc. v. First Mercury Ins., No. 1:14–cv–00183–AWI–SAB, 2014 WL 1671659 (Apr. 29, 2014).** The plaintiffs sued a diverse insurer for breach of contract and breach of the duty of good faith and a non-diverse insurer for negligent misrepresentation. More than one year after commencement, the plaintiffs dismissed the non-diverse defendant and the diverse defendant removed. The district court remanded after finding that the defendant failed to demonstrate bad faith on the part of the plaintiffs. The plaintiffs stated a claim against the non-diverse party and propounded discovery. Moreover, the plaintiffs explained that they determined to dismiss the non-diverse defendant after obtaining admissions from the diverse defendant that made their theory of recovery against the non-diverse defendant unnecessary. The district court rejected the defendant's argument that the plaintiffs only conducted minimal discovery with respect to the non-diverse defendant. [508] Filed Nov. 2, 2012; removed Feb. 10, 2014; remanded Apr. 29, 2014.
113. *	**Petrie v. Wells Fargo Bank, N.A., No. H–14–411, 2014 WL 1621781 (S.D. Tex. Apr. 22, 2014).** The plaintiffs sued diverse and non-diverse parties for breach of contract and unfair debt collection related to a foreclosure. The defendants removed, asserting federal question jurisdiction and diversity jurisdiction based upon alleged fraudulent joinder of the nondiverse party. The case was remanded. The state court judge denied summary judgment to the non-diverse party but allegedly commented at the hearing that he did not believe the plaintiffs would be able to prevail on their claims against the non-diverse defendant in front of a jury. The plaintiffs then non-suited the non-diverse defendant and the remaining diverse defendants removed for the second time, arguing bad faith on the part of the plaintiffs. The district court remanded, finding no bad faith because the plaintiffs' decision to non-suit the non-diverse defendant was in reaction to the state court judge's comment and their decision not to incur additional discovery expenses on a weak claim. [513] Filed May 1, 2012; removed for the second time Feb. 19, 2014; remanded Apr. 22, 2014.

114.	**Highfield v. The Kroger Co., No. 1:14-CV-649-AT, 2014 WL 12115990 (N.D. Ga. Apr. 16, 2014).** The plaintiff sued a diverse grocery store owner for injuries arising from a slip-and-fall. The defendant removed more than one year after commencement. The district court remanded, finding insufficient evidence of bad faith. "In response to Defendant's request for an itemized list of expenses and special damages related to the case, Plaintiff submitted the names of nine healthcare providers and listed approximately $47,500 of expenses owed to two of the providers. Plaintiff indicated he was 'still obtaining' medical expenses for the remaining seven providers, and noted that expenses were 'still accruing' for two providers." *Id.* at *1. The court found that the plaintiff's discovery responses made nine months prior to expiration of the one-year period and the fact that the plaintiff was alleging a head injury should have put the defendant on notice that damages might exceed $75,000. [515] Filed Dec. 14, 2013; removed Feb. 24, 2014; remanded Apr. 16, 2014.
115.	**Xiong v. Travelers Home & Marine Ins. Co., No. 13–CV–790–JED–FHM, 2014 WL 12706999 (N.D. Okla. Apr. 9, 2014).** The case was removed more than one year after commencement. The district court remanded the case, finding insufficient evidence of bad faith. The court noted that the plaintiff attempted to serve the non-diverse defendant, that the defendant did not propound discovery regarding the plaintiff's claims against the non-diverse defendant until after the one-year period expired, and that the defendant did not support its argument that the plaintiff had a duty to disclose a settlement agreement with the non-diverse defendant. The record does not indicate when the plaintiff entered into a settlement agreement with the non-diverse defendant. The plaintiff indicated that the release had not yet been executed, that the nondiverse defendant had not been dismissed, and that the non-diverse defendant had not paid the settlement amount. [517] Filed Sept. 18, 2012; removed Dec. 13, 2013; remanded Apr. 9, 2014.
116.	**McDonald-Lerner, M.D. v. Neurocare Assocs., P.A., No. RWT 14-cv-0942, 2014 WL 1356602 (D. Md. Apr. 4, 2014).** Upon learning that the plaintiffs intended to dismiss the non-diverse defendants after expiration of the one-year period, the diverse defendants removed and asserted bad faith. The district court remanded, finding insufficient evidence of bad faith. The court noted that the plaintiffs contended that the timing for the dismissal was based upon the defendants' failure to cooperate in responding to discovery requests. The court also noted that the non-diverse defendants had not yet been dismissed and that complete diversity did not yet exist. The court also noted that the case was removed just six weeks before trial was scheduled. [519] Filed Feb. 25, 2013; removed Mar. 26, 2014; remanded Apr. 4, 2014.

117.	**Mansilla-Gomez v. Mid-South Erectors, Inc., No. 0:14–cv–00308–JFA, 2014 WL 1347485 (D. S.C. Apr. 3, 2014).** The plaintiff sued the defendant and the defendant removed more than one year after commencement, asserting that the plaintiff concealed his legal citizenship and residency from the defendant because no such information was included in his state court complaint and because the plaintiff denied requests for admission within the one-year period and did not timely respond to other discovery. The district court remanded, finding that the defendant failed to prove bad faith. It noted that the plaintiff was not required to include citizenship or residency information in the state court complaint and further found that the requests for admission were compound requests that could have yielded a variety of responses. The court further noted that the plaintiff's responses regarding legal citizenship may have been motivated by reasons other than bad faith prevention of removal. [520] Filed Dec. 13, 2012; removed Feb. 5, 2014; remanded Apr. 3, 2014.
118.	**Grabicki v. Bays, No. 13–CV–0406–TOR, 2014 WL 535044 (E.D. Wash. Feb. 10, 2014).** Trustee for bankruptcy estate sued the defendants. The defendants removed more than one year after commencement. The district court remanded the case, finding no evidence of bad faith and no evidence that the bankruptcy trustee had conspired with the state court to prevent the defendants from filing for removal. [530] Filed Oct. 9, 2012; removed Dec. 5, 2013; remanded Feb. 10, 2014.
119.	**Kidwai v. Fed. Nat'l Mortg. Ass'n, No. SA–13–CV–972–XR, 2014 WL 252026 (W.D. Tex. Jan. 22, 2014).** The plaintiff sued diverse and non-diverse mortgage entities in state court. The state court dismissed the non-diverse defendant more than one year after commencement and the diverse defendant removed. The district court remanded, finding that the plaintiff had asserted potentially viable claims against the non-diverse defendant and further finding that the plaintiff pursued the claims against the non-diverse defendant and was not solely responsible for delay in the resolution of the non-diverse defendant's motion for summary judgment. [533] Filed Aug. 24, 2012; removed Oct. 17, 2013; remanded Jan. 22, 2104.

120.	**Ehrenreich v. Black, 994 F. Supp. 2d 284 (E.D. N.Y. 2014).** The plaintiffs sued the defendants for personal injury in state court. The plaintiffs were driving or occupying the middle car in a three-car accident. The non-diverse defendant moved for summary judgment, arguing that he was the lead driver and was rear-ended. The plaintiffs responded with an affidavit stating that the lead driver was driving while intoxicated and stopped abruptly. The court dismissed the non-diverse driver and the diverse defendant then removed. The district court remanded the case, finding that the non-diverse driver was not fraudulently joined and further finding that the plaintiffs had actively prosecuted the case against the non-diverse driver before and after the one-year period. [534] Filed Nov. 8, 2012; removed Dec. 17, 2013; remanded Jan. 21 2014.
121.	**Markham v. Home Depot USA, Inc., No. CV 13–8431–GHK (JCGx), 2014 WL 117102 (C.D. Cal. Jan. 10, 2014).** The plaintiff sued Home Depot in state court and Home Depot removed. The district court remanded the case after the plaintiff amended the complaint to add non-diverse defendants. Home Depot stipulated to the plaintiff's amendment. More than one year later, the plaintiffs dismissed the non-diverse defendants after learning that Home Depot was contractually responsible for the maintenance of the floor that caused the plaintiff's injuries. Home Depot removed. The district court remanded, finding that Home Depot failed to prove bad faith. The court further found that by consenting to the amended complaint Home Depot had implicitly acknowledged that the non-diverse defendants were not fraudulently joined for the purpose of destroying diversity. [538] Filed June 7, 2011; removed for the second time Nov. 14, 2013; remanded Jan. 10, 2014. Note: Although the case was filed in 2011, the district court applied the JVCA .

122.	**Bader v. Schmidt Baking Co., No. 13–5697 (RBK/KMW), 2014 WL 116365 (D. N.J. Jan. 10, 2014).** The plaintiff, a bakery employee, sued a co-employee and the employer for damages arising from an accident in which the co-employee struck the plaintiff in the knee with a hand truck. The plaintiff responded to some discovery and was deposed within the one-year period. After expiration of the one-year period, and in response to a request for a statement of damages, the plaintiff claimed damages of $1.2 million. The defendants removed. The defendants had previously twice requested a statement of damages from the plaintiff but failed to follow-up when the plaintiff did not respond within five days as required by state procedural rules. The district court remanded, finding that the defendants had not demonstrated bad faith. Noting that within the one-year period, the plaintiff had disclosed information indicating that (i) his lost wages were almost $45,000; (ii) his worker's compensation carrier already had a lien for more than $30,000 for amounts paid; and (iii) the scope of his medical treatment to date and the need for future medical treatment. The court concluded that the defendants could have easily determined that the amount in controversy requirement was met within the one-year period based upon existing discovery and information. [539] Filed May 16, 2012; removed Sept. 24, 2013; remanded Jan. 10, 2014.
123. **	**Bennett v. Miller, No. CIV 13–1016, 2014 WL 60092 (D. S.D. Jan. 7, 2014).** The plaintiff sued the defendant in state court to foreclose on a contract for deed. The defendant removed more than one year after commencement, claiming to have received an updated discovery response from the plaintiff demonstrating that the amount in controversy was more than $75,000. The district court remanded the case finding that the defendant had not shown that the plaintiff acted in bad faith or that the amount in controversy requirement had been met. Instead, the court found that the defendant had acted in bad faith and awarded attorneys' fees to the plaintiff. [541] Filed Aug. 17, 2012; removed Aug. 26, 2013; remanded Jan. 7, 2014.
124.	**Maldonado v. Yokohama Tire Corp., No. 2:13–CV–300, 2013 WL 5967044 (S.D. Tex. Nov. 8, 2013).** The plaintiff passenger sued the non-diverse driver and the diverse tire manufacturer after he was injured in a single-vehicle tire de-tread accident. The tire manufacturer removed the case more than one year after commencement, alleging that the plaintiff fraudulently joined the non-diverse driver. The district court remanded the case finding that the tire manufacturer failed to prove that the plaintiff fraudulently joined the driver in bad faith. [551] No dates included.

125.	**HSBC Bank Nevada, N.A., v. DeGeorge, No. 3:12–cv–1192–J–32MCR, 2013 WL 4734099 (M.D. Fla. Sept. 3, 2013).** The plaintiff bank sued the defendant in state court for an alleged breach of a credit card agreement and sought $51,129.38 in damages plus interest. The defendant removed the case more than one year after commencement. The district court remanded the case, finding that the defendant had failed to establish bad faith and had further failed to establish the jurisdictional amount. [571] Filed Sept. 24, 2009; removed Oct. 20, 2012; remanded Sept. 23, 2013. Note: Although the case was filed in 2009, the district court applied the JVCA.
126.	**Bush v. State Farm Fire & Cas. Co., No. 13–0550–CV–W–ODS, 2013 WL 3755776 (W.D. Mo. July 16, 2013).** State Farm removed more than one year after the case was commenced in state court. The district court found that State Farm had "no basis for arguing any party acted in bad faith." *Id.* at 1.[580] Filed Aug. 1, 2011; removed Apr./May 2013; remanded July 16, 2013. Note: Although the case was filed in 2011, the district court applied the JVCA.
127.	**Nele v. TJX Cos., Inc., No. 11–07643, 2013 WL 3305269 (E.D. Pa. July 1, 2103).** The case was removed more than one year after commencement. The district court found no bad faith manipulation on the part of the plaintiff, given that the non-diverse defendant had not been fraudulently joined. [587] Filed Mar. 28, 2007; removed Dec. 15, 2011; remanded July 1, 2013. Note: Although the case was filed in 2011, the district court applied the JVCA.

128.	**Hill v. State Farm Mut. Auto. Ins. Co., No. 13–CV–0607JLR, 2013 WL 3242529 (W.D. Wash. June 24, 2013).** State Farm removed more than one year after the case was commenced in state court and argued that the plaintiff acted in bad faith because the plaintiff's counsel had assured defense counsel that he would not object to removal. The plaintiff's counsel responded that there was no such agreement. The district court found no basis to warrant removal after expiration of the one-year period. [591] Served Mar. 21, 2012; removed Apr. 4, 2013; remanded June 24, 2013.
129.	**Kulaas v. State Farm Mut. Auto. Ins. Co., No. C13–485RSM., 2013 WL 2627138 (W.D. Wash. June 11, 2013).** A pro se plaintiff sued his insurer for $50,000 allegedly owed to him pursuant to his Underinsured Motorist Coverage. Five months later, the plaintiff retained counsel, who began conducting discovery regarding the claims. More than fourteen months after commencement of the case, the plaintiff filed an amended complaint adding claims for bad faith and other extra-contractual claims that brought the amount in controversy above $75,000. The defendant then removed, arguing that the only logical explanation for the timing of the plaintiff's amended complaint was plaintiff's bad faith manipulation of removal jurisdiction. The district court granted the plaintiff's motion to remand, finding that the JVCA did not apply to the case at hand because the case had been commenced before the effective date of the JVCA. The court further found that the defendant's conclusory assertions failed to establish bad faith on the part of the plaintiff and further observed that the "plaintiff's care in determining a factual and legal basis for the additional claims [before amendment of the complaint] suggests proper practice, not bad faith." *Id.* at *3. [592] Filed Dec. 29, 2011; removed Mar. 15, 2013; remanded June 11, 2013. Note: The case was filed in 2011. The court refused to recognize an equitable exception but further found that the plaintiff had not acted in bad faith.

130.	**Mahaffey v. Hosp. Housekeeping Sys., Ltd., No. 3:13CV150 DPJ-FKB, 2013 WL 7863752 (S.D. Miss. May 2, 2013).** The district court applied the *Tedford* equitable exception and found removal untimely. The court found insufficient evidence that the plaintiff attempted to manipulate removal, noting that the plaintiff pursued the claim against the non-diverse party for more than two years and only agreed to dismiss the spoiler in exchange for its agreement to dismiss its interlocutory appeal. [604] Filed Dec. 28, 2010; removed March 13, 2013; remanded May 2, 2013. Note: The district court noted the JVCA did not apply but applied the *Tedford* equitable exception and concluded that the result would be the same under the JVCA.
131.	**Vielma v. ACC Holding, Inc., No. EP–12–CV–501–KC, 2013 WL 3367494 (W.D. Tex. Apr. 16, 2013).** The plaintiff sued the defendant for employment discrimination pursuant to state law. The plaintiff's lawyer stated at the plaintiff's deposition that the plaintiff was not seeking more than $75,000. More than one month before expiration of the one-year period, the plaintiff filed an amended complaint indicating that, pending the EEOC's issuance of a right to sue letter, the plaintiff intended to add a claim of retaliation based upon events that transpired the day after the plaintiff's deposition. The plaintiff's amended complaint did not limit the damages sought to less than $75,000. Shortly after expiration of the one-year period, the plaintiff filed a second amended complaint asserting the original claims as well as the retaliation claim. The second amended complaint did not limit the plaintiff's damages. More than one month later, the plaintiff's counsel mailed defense counsel a letter, noting that the second amended complaint did not limit the damages sought. The defendant removed within 30 days of receipt of the letter. The court held that the plaintiff's original complaint was removable despite the plaintiff's allegation that the plaintiff was not seeking more than $75,000 because the value of the claims, which included claims for back pay, front pay, benefits and attorneys' fees, exceeded $75,000, noting that the plaintiff's annual salary was $87,000. The court observed that the plaintiff's limitation of damages in the initial pleading was not binding under Texas law. The court granted the plaintiff's motion to remand, finding no basis to warrant the *Tedford* equitable exception because there was insufficient evidence of forum manipulation by the plaintiff and again emphasizing that the case was clearly removable based upon the original complaint. [610] Filed Oct. 18, 2011, removed Jan. 3, 2013, remanded Apr. 16, 2013. Note: The district court noted the JVCA did not apply but applied the *Tedford* equitable exception.

132. *	**Kuepper v. Terragroup Corp., No. CV 13–00264–RGK (MRWx), 2013 WL 12205042 (C.D. Cal. Apr. 1, 2013).** The case was removed more than one year after commencement. The district court remanded the case finding no evidence of bad faith. It noted that "Plaintiff consistently answered that he [was] unable to ascertain the true amount in controversy, given Defendant's refusal to provide Plaintiff with the Detailed General Ledger summarizing all transaction records and Plaintiff's limited financial knowledge." *Id.* at *2. [611] Filed Sept. 6, 2011; removed for the second time Jan. 14, 2013 (just three weeks before trial); remanded May 2, 2013. Note: Although the case was filed in 2011, the district court applied the JVCA's "bad faith" amendment.
133. **	**WMCV Phase, LLC v. Tufenkian Carpets Las Vegas, No. 2:12–cv–01454–RCJ–PAL, 2013 WL 1007711 (D. Nev. Mar. 12, 2013).** The case was removed more than one year after commencement. The court found that the plaintiff did not act in bad faith by waiting more than one year to add the removing defendant because the evidence indicated that the plaintiff had only recently learned through discovery that the removing defendant may have been an alter ego of the other defendants. The court further held that there was not complete diversity because, contrary to the removing defendant's allegations that LLC's are treated like corporations for purposes of citizenship, LLCs are citizens of every state in which their owner/members are citizens. 2012 WL 5198479 (D. Nev. Oct. 18, 2012). In this opinion, the district court awarded the plaintiff attorneys' fees pursuant to 28 U.S.C. § 1447(c), finding that the defendant had no objectively reasonable basis upon which to remove. [614] Filed June 26, 2009; removed Aug. 16, 2012; remanded Oct. 18, 2012. Note: Although the case was filed in 2009, the district court applied the JVCA.

134. **	**Medley v. Infantino, LLC, No. 12–3877, 2013 WL 857369 (E.D. Pa. Mar. 1, 2013).** The plaintiff brought a wrongful death claim against the diverse corporation that had manufactured the allegedly defective infant carrier in which her child was being carried when the child died. The plaintiff also sued two retail stores and the non-diverse managers of those stores and alleged that she purchased two infant carriers for her twins, one at each store, but had no way of knowing which carrier was being used at the time of the child's death. The plaintiff alleged that both retailers were subject to liability based upon the alternative liability theory recognized in the Restatement (Second) of Torts. More than two years later, the state court granted summary judgment to the retailers and their managers, after which the diverse manufacturer removed. The district court granted the plaintiff's motion to remand, finding that the one-year limitation applied because the case was commenced before the JVCA became effective. The court went on, however, to dismiss defendant's allegations of bad faith forum manipulation by the plaintiff. The court found that, contrary to the defendant's assertion otherwise, the plaintiff had not abandoned her claims against the non-diverse defendants after passage of the one-year deadline for removal. The court observed that the plaintiff pursued discovery from the non-diverse defendants and continued to actively oppose their motions for summary judgment well after the one-year deadline. The court awarded the plaintiff's motion for sanctions pursuant to 28 U.S.C. § 1447(c), finding that the defendant's allegation of bad faith forum manipulation by the plaintiff was not objectively reasonable. [616] Filed June 7, 2010, removed July 10, 2012, remanded Mar. 1, 2013. Note: The case was filed in 2010. The court noted that the JVCA amendments did not apply but then found no bad faith.
135.	**Corinthian Marble & Granite, Inc., v. T.D. Bank, N.A., No. 12–cv–3744, 2013 WL 272757 (E.D. Pa. Jan. 24, 2013).** The court acknowledged that the JVCA did not apply but then held that it would determine whether the equitable exception to the one-year bar applied. The court found no basis for an equitable exception, rejecting the defendant's argument that the plaintiffs had not vigorously pursued the case against the non-diverse defendant and also rejecting the defendant's argument that the plaintiff manipulated the one-year bar. The court noted that the non-diverse defendant was dismissed by court order three months after the expiration of the one-year period. Finally, the court observed that even if the non-diverse defendant had been fraudulently joined, the defendant failed to remove within 30 days. [628] Filed Mar. 28, 2011; removed July 30, 2012; remanded Jan. 24, 2013. Note: The case was filed in 2011. The district court applied the *Tedford* equitable exception.

136.	**Firewheel Surgical Sales, LLC v. Exact Surgical, Inc., No. 3:12–CV–1971–L, 2013 WL 139548 (N.D. Tex. Jan. 11, 2013).** The plaintiff sued a diverse defendant and a non-diverse defendant, and then more than two years later amended the complaint to drop the non-diverse defendant and add another diverse defendant who then removed. The defendants acknowledged that the case was not governed by the JVCA but argued that removal more than one year after commencement of the case should be permitted based upon the policy behind the statute. The court rejected this argument but then applied the *Tedford* equitable exception and found insufficient evidence of forum manipulation. The court also found that the removing defendant failed to demonstrate the amount in controversy. [633] Filed Jan. 28, 2010; removed June 21, 2012; remanded Jan. 11, 2013. Note: The case was filed in 2010. The district court applied the *Tedford* equitable exception.

Table B

Cases in Which the District Court Found Bad Faith Forum Manipulation by the Plaintiff (24 Total)

1.	**Hoyt v. Lane Constr. Corp., No. 4:17-CV-780-A, 2017 WL 4481168 (N.D. Tex. Oct. 5, 2017).** The case was removed more than one year after commencement. The district court denied the plaintiffs' motion to remand, finding bad faith on the part of the plaintiffs. The plaintiffs sued a diverse defendant and two non-diverse defendants, alleging that their construction activities negligently caused a pool of water on the highway which caused an accident, killing their husband and father. Within one year of commencement, the state court granted summary judgment to one of the non-diverse defendants. Two days after expiration of the one-year period, the plaintiffs voluntarily dismissed the remaining non-diverse defendant. The diverse defendant then removed. The plaintiffs attempted to explain the timing of the dismissal by stating that they had been involved in discussions with the remaining non-diverse defendant and determined to dismiss the non-diverse defendant prior to trial for strategic reasons. The court found the plaintiffs' affidavit conclusory and lacking in detail regarding the timing of dismissal. The court also found evidence that the plaintiffs had known for months that the evidence would not support a claim against the remaining non-diverse defendant. The court did not address the extent to which the voluntary/involuntary rule applied in light of the summary judgment in favor of the other non-diverse defendant. The court noted that the plaintiffs' complaint did not allege any claim against the remaining nondiverse defendant and did not allege that it was responsible for the plaintiffs' injuries. [55] Filed Sept. 20, 2016; summary judgment granted in favor of one diverse defendant on May 17, 2017; plaintiff non-suited remaining non-diverse defendant on Sept. 22, 2017; removed Sept. 27, 2017.

2.	**Vallecillo v. Wells Fargo Home Mortg. Fin., Inc., No. 5:16-CV-935-DAE, 2017 WL 9935522 (W.D. Tex. Sept. 18, 2017).** The plaintiffs sued a diverse bank for fraud, negligence, abuse of the elderly, and misrepresentation. In response to discovery conducted within the one-year period, thre plaintiffs admitted that the amount in controversy did not exceed $75,000. The plaintiffs offered to settle the case for less than $75,000 throughout the early stages of litigation. More than two years after commencement, the plaintiffs disclosed that they were seeking $175,000 in damages. Defendant removed. The district court found bad faith on the part of the plaintiffs. It rejected the plaintiffs' explanation for the timing of their increased demand, finding the plaintiffs' explanation that they had erred in acting pro se insufficient to negate the inference of bad faith that arises from an increased demand outside of the one-year period. In so ruling, the court cited no precedent for its holding that an inference of bad faith arises when the plaintiff increases his or her demand more than one year after commencement. [69] Filed June 28, 2013; removed Sept. 20, 2016.
3.	**Massey v. 21st Century Centennial Ins. Co., No. 2:17-cv-01922, 2017 WL 3261419 (S.D. W.Va. July 31, 2017).** The plaintiff sued non-diverse driver and her diverse UM insurance carrier. Almost two years after commencement, the plaintiff settled with the driver and the insurer removed. The district court denied the plaintiffs' motion to remand, finding that the plaintiff acted in bad faith to prevent removal. The court noted that the plaintiff never served the driver, never propounded discovery to the driver, and did not depose the driver. The court also noted that the plaintiff left a settlement offer outstanding beyond the one-year mark to prevent removal because the plaintiff's counsel sought confirmation from the insurer that it would not attempt to remove if the plaintiff accepted the driver's settlement offer. [84] Filed May 21, 2015; removed Mar. 17, 2017.

4.	**Perrin v. Dillard's Inc., No. 3:17-cv-00201-DRH-DGW, 2017 WL 2984128 (S.D. Ill. July 13, 2017).** The plaintiff filed a personal injury slip-and-fall case against the defendant as an arbitration proceeding in state court (where, for purposes of jurisdiction, the amount-in-controversy may not exceed $50,000). The plaintiff characterized her original complaint as one seeking damages for, what was believed to be at the time, a soft tissue back injury. Not long after suit was filed, and while the case was still on the arbitration docket, the defendant propounded an interrogatory asking the dollar amount of damages sought, and the plaintiff responded that the amount was within the jurisdictional limit for the arbitration docket. During the arbitration proceedings (prior to expiration of the one-year period), the plaintiff testified that she had learned from her physician that she had suffered three herniated discs and that her surgeon believed she would benefit from back surgery. The plaintiff then moved to have the case transferred to the law docket because the amount-in-controversy exceeded the jurisdictional amount of the arbitration docket. The plaintiff did not supplement her prior interrogatory response. The court found that the plaintiff acted in bad faith to prevent removal by "deliberately failing to disclose an amount in controversy in excess of the jurisdictional requirement within the 1-year timeframe following the commencement of the action. The court's decision is chiefly grounded in the fact that no information regarding increased damages surpassing the $75,000.00 mark was communicated to defendant" within one year of commencement. *Id.* at *6. [97] Filed Mar. 2015; removed Feb. 27, 2017.
5.	**Partin v. Marmic Fire & Safety Co., Inc., No. 16–CV–647–JED–FHM, 2017 WL 2931401 (N.D. Okla. July 10, 2017).** Although the case was removed more than one after commencement, the plaintiff did not argue that removal was untimely because of the one-year bar. Instead, the plaintiff argued that removal was untimely because the case was not removed within the 30-day time period and further argued that removal was improper because the amount-in-controversy was not met. Although the court was not required to find bad faith (given that the defendant had not raised it), the court characterized the plaintiff's counsel's efforts to avoid revealing the amount-in-controversy as improper gamesmanship. [99] Filed May 11, 2015; removed Oct. 19, 2016.

6.	**In re: Asbestos Prods. Liab. Litig. (No. VI), No. 16-cv-02408, 2016 WL 4264193 (E.D. Pa. Aug. 11, 2016).** The case was removed more than one year after commencement. The court found no basis for the plaintiffs' joinder of the jurisdictional spoiler. The court did not address the fact that the defendant could have removed much earlier, given the lack of merit in support of the plaintiff's claim. [205] Filed Mar. 11, 2014; removed May 17, 2016.
7.	**Taylor v. Foremost Ins. Co., No. 5:15-CV-00164 (LJA), 2016 WL 11083156 (M.D. Ga. June 24, 2016).** The case was removed more than one year after commencement. The court found bad faith where the plaintiff amended the complaint to increase the damages sought pursuant to a property insurance policy from $73,500 to $150,000 more than one year after commencement in state court. Despite the fact that the plaintiff had sent a demand letter prior to filing suit in which the plaintiff valued the claim at the policy limits of $150,000, the court found that the plaintiff acted in bad faith to prevent removal. [219] Filed July 23, 2013; removed May 11, 2015.
8.	**Heller v. Am. States Ins. Co., No. CV 15-9771 DMG (JPRx), 2016 WL 1170891 (C.D. Cal. Mar. 25, 2016).** The plaintiff dismissed the non-diverse defendant without prejudice more than one year after commencement in an apparent response to the state court's order to show cause why the non-diverse defendant had not been served. The diverse defendant removed. The federal district court denied the plaintiff's motion to remand. It held that the plaintiff's failure to demonstrate diligent efforts to serve the non-diverse defendant within one year and the plaintiff's inconsistent explanation for why the spoiler had not been dismissed earlier constituted bad faith. [244] Filed May 21, 2014; removed Dec. 18, 2015.

9.	**Calvary Baptist Church v. Church Mut. Ins. Co., No. CIV-15-1283-M, 2016 WL 543239 (W.D. Okla. Feb. 10, 2016).** The district court found bad faith on the part of the plaintiff where the plaintiff indicated it was seeking less than $75,000, was unresponsive to the defendant's discovery requests regarding damages, and clarified that it was seeking damages of $90,503.66 more than one year after commencement. [257] Filed Oct. 2, 2014; removed Nov. 18, 2015.
10.	**Chavez v. Time Warner Cable LLC, No. CV 12–5291–RGK (RZx), 2016 WL 7647559 (C.D. Cal. Jan. 11, 2016), *aff'd*, 728 F. App'x 645 (9th Cir. 2018).** The district court applied the *Tedford* equitable exception and found that the plaintiff acted in bad faith by amending the complaint to seek additional damages after expiration of the one-year period. [262] Filed Jan. 7, 2011; removed June 18, 2012. Note: The JVCA did not apply but the court made findings regarding bad faith pursuant to the *Tedford* equitable exception.
11.	**Godoy v. WinCo Holding, Inc., No. 5:15-CV-01397-ODW-SP, 2015 WL 6394474 (C.D. Cal. Oct. 22, 2015).** On the eve of trial and just after having lost its motion for summary judgment in state court, the defendant removed the case more than one year after commencement. The district court denied the plaintiff's motion to remand, finding that the plaintiff had acted in bad faith by naming a jurisdictional spoiler as a defendant even though the claim against the spoiler was administratively time-barred. Although the court observed that the defendant could have removed within one year based upon fraudulent joinder, it held that the defendant had "no affirmative duty to do so." *Id.* at *3. [284] Filed Feb. 28, 2014; removed July 13, 2015.

12.	**Comer v. Schmitt, No. 2:15-CV-2599, 2015 WL 5954589 (S.D. Ohio Oct. 14, 2015).** The district court found bad faith where the plaintiff settled with the jurisdictional spoiler prior to expiration of the one-year period but did not dismiss the spoiler or inform the removing defendant of the settlement until after expiration of the one-year period. Counsel for the non-diverse defendant had informed counsel for the diverse defendant that the plaintiff would not consummate the settlement agreement because the plaintiff did not want the diverse defendant to remove. [288] Filed Feb. 11, 2014; removed July 10, 2015.
13.	**Van Tassel v. State Farm Lloyds, No. 4:14–CV–2864, 2015 WL 4617241 (S.D. Tex. July 31, 2015).** The plaintiff sued State Farm Lloyds, Inc. and an in-state insurance adjuster in state court on Nov. 15, 2012. State Farms Lloyds, a different entity than State Farm Lloyds, Inc. and the actual insurer, answered the complaint and removed the case, arguing that the adjuster had been improperly joined. The district court found that the adjuster was improperly joined because the claims against him were identical to the claims against the insurer. The district court then retained jurisdiction of the case and discovery proceeded and revealed that State Farm Lloyds, rather than State Farm Lloyds, Inc., was the proper defendant. The plaintiff filed a second motion to remand, indicating that he intended to sue State Farm Lloyds, Inc. and that State Farm Lloyds had never been made a party to the case and therefore had no standing to remove. The district court remanded the case, finding that the plaintiff had not substituted State Farm Lloyds for State Farm Lloyds, Inc. and further finding that State Farm Lloyds, Inc. was not diverse. After remand and in response to a motion for summary judgment, the plaintiff filed an amended petition substituting State Farm Lloyds for State Farm Lloyds, Inc., after which State Farm Lloyds removed. The district court found an exception to the one-year bar based upon the plaintiff's misrepresentations and delay in substituting the real party in interest. [371] Filed Nov. 15, 2012; removed Oct. 8, 2014.

14.	**Mitchell v. Amica Mut. Ins. Co., No. 14–2766, 2015 WL 1608670 (E.D. La. Apr. 10, 2015).** The plaintiff sued her insurance company for breach of contract and bad faith and alleged that it failed to pay her for the property damage to the contents of her building. More than one year after commencement, the plaintiff responded in opposition to the insurer's motion for summary judgment and alleged that she was owed more than $70,000 for her remaining property damage claims. The district court found that the plaintiff acted in bad faith to prevent removal because the plaintiff had responded to an earlier interrogatory by indicating that the amount in controversy did not exceed $50,000. The court noted that the plaintiff provided no explanation for her delay in notifying the insurer of the amount of her claim. [406] Filed Aug. 30, 2013; removed Dec. 5, 2014.
15.	**Woods v. Georgia Pacific, LLC, No. 14–CV–1062, 2015 WL 1538227 (Apr. 7, 2015).** The plaintiff sued the defendant in state court and did not include allegations regarding the plaintiff's citizenship. The defendant attempted to discover the plaintiff's citizenship via discovery requests for six months but the plaintiff did not respond to such requests until after expiration of the one-year period. The district court found that the defendant's removal ten days after learning the plaintiff's citizenship was timely based on the plaintiff's bad faith. [410] Filed Oct. 31, 2013; removed Nov. 24, 2014.
16.	**Hiser v. Seay, No. 5:14-CV-170, 2014 WL 6885433 (W.D. Ky. Dec. 5, 2014).** The plaintiffs sued diverse and non-diverse defendants for injuries sustained in an automobile accident. The plaintiff settled with the non-diverse defendants after expiration of the one-year period and the diverse defendants removed. The district court denied the plaintiffs' motion to remand, finding that they acted in bad faith. The plaintiffs' counsel admitted that he did not finalize the settlement terms until after expiration of the one-year period in an effort to keep the case in state court. [450] Filed Dec. 19, 2012; removed Aug. 26, 2014.

17.	**Hill v. Allianz Life Ins. Co. of N. Am., 51 F. Supp. 3d 1277 (M.D. Fla. 2014), aff'd, 693 Fed. Appx. 855 (11th Cir. 2017).** The plaintiff sued a diverse defendant in state court for slander and tortious interference and demanded damages less than $75,000. After expiration of the one-year period, the plaintiff moved to amend the complaint to add another party as a nominal plaintiff and to demand more than $75,000. The defendant removed. The district court found that the plaintiff acted in bad faith in the absence of any explanation for the sudden increase in damages. [467] Filed Feb. 8, 2013; removed June 18, 2014.
18.	**Consol. Grain & Barge, Inc. v. Anny, No. 11–2204, et at., 2014 WL 1364736 (E.D. La. Apr. 7, 2014).** After ARTCO purchased land in Louisiana, it discovered that Anny had constructed a road and fence on the property and demanded that he cease and desist activity on its property. Anny then filed a lawsuit against the heirs of Albert Dubourg, who had been listed as the owner of the adjacent property in a survey. Anny claimed to have inherited property adjacent to Dubourg's property from the Estate of Martin. Anny sought a declaratory judgment that some of the adjacent property previously owned by Dubourg had been acquired by the estate by virtue of acquisitive prescription. ARTCO then brought a separate action against Anny in state court for trespass. Anny's wife then intervened in his lawsuit, asserting claims against Anny and the heirs of Dubourg, asserting that she had purchased the property in question from the estate. Anny's wife then added ARTCO as an additional defendant to her claims. ARTCO removed the case. The court disregarded the claims by Anny and his wife against the heirs of Dubourg, finding there was no evidence that Dubourg ever held title to the property. The court then realigned Anny's wife as a plaintiff despite her claim against Anny and found complete diversity. The court found that Anny's wife acted in bad faith because she could have intervened in the other states lawsuit to assert her interest in the property but failed to do so. [518] Filed Aug. 9, 2011; removed more than one year later. Note: Although the case was filed in 2011, the district court applied the JVCA.

19. *	**Lawson v. Parker Hannifin Corp., No. 4:13-cv-923-O, 2014 WL 1158880 (N.D. Tex. Mar. 20, 2014).** The plaintiff sued her diverse former employer and a non-diverse former co-employee and brought state law claims for sexual harassment, unlawful retaliation, assault, battery, and intentional infliction of emotional distress. The employer removed based upon diversity. The district court remanded based upon the presence of the non-diverse former co-employee. More than fifteen months after commencement of the case, the plaintiff filed a notice of non-suit against the non-diverse former co-employee, after which the diverse employer removed. The court found that the plaintiff acted in bad faith because: (i) the plaintiff did not serve the non-diverse defendant until seven months after filing the complaint; (ii) the plaintiff did not take a default judgment against the non-diverse defendant; (iii) the plaintiff did not serve the non-diverse defendant with any discovery requests; (iv) the plaintiff nonsuited the non-diverse defendant approximately fifteen months after discovery; and (v) the non-diverse defendant was not required to pay plaintiff any money as settlement. [523] Filed July 5, 2012; removed for a second time Nov. 18, 2013.
20.	**Forth v. Diversey Corp., No. 13-CV-808-A, 2013 WL 6096528 (W.D.N.Y. Nov. 20, 2013).** The plaintiffs sued diverse defendants and a non-diverse defendant for injuries allegedly arising from one plaintiff's exposure to chemicals. After the plaintiffs stipulated to a discontinuance with respect to the non-diverse defendant more than one year and six months after commencement, the diverse defendants removed. The district court held that the defendant must prove bad faith by clear and convincing evidence and further held that such evidence had been presented. The president of the non-diverse defendant had submitted an affidavit stating that he informed the plaintiffs' attorney about six months after commencement that his company was not a proper defendant and that plaintiffs' attorney assured him that the company would be released. The plaintiffs argued that their attorney determined not to dismiss the non-diverse defendant based upon the president's pre-answer representations and further determined that additional discovery was needed prior to dismissal. After briefly discussing the case with the non-diverse defendant's attorney, who represented that her client did not sell the product at issue, the plaintiffs filed a stipulation of discontinuance. The district court noted that the plaintiffs did not controvert the affidavit of the non-diverse defendant's president and further noted that they conducted no discovery before agreeing to the discontinuance. The court found plaintiffs' explanation for the timing of the dismissal to be implausible. [548] Filed Jan. 18, 2012; removed Aug. 6, 2013.

21.	**Patel v. Kroger Co., No. 1:13-CV-02901-JOF, 2013 WL 12068988 (N.D. Ga. Nov. 12, 2013).** The court found that the plaintiff acted in bad faith by failing to respond to the defendant's request for a settlement demand within the one-year period. The court did not articulate why the plaintiff had a duty to respond to defendant's request. Nor did the court find that the plaintiff had provided inaccurate information in response to interrogatories regarding incurred medical expenses. The court suggested that the defendant had no duty to investigate the amount in controversy. [550] Filed July 12, 2012; removed more than one year after commencement.
22. *	**Carey v. Allstate Ins., No. 2:13–cv–2293, 2013 WL 5970487 (W.D. La. Nov. 7, 2013).** The plaintiffs sued Allstate for breach of contract. Allstate removed, and the case was remanded because the amount-in-controversy requirement was not met. Allstate moved for summary judgment. In an attempt to survive Allstate's motion, the plaintiffs amended their complaint to add additional claims, including one for statutory penalties and attorney's fees. Allstate removed a second time, arguing that the plaintiffs acted in bad faith in failing to amend their complaint prior to expiration of the one-year period. The district court found that the plaintiffs had acted in bad faith by failing to amend their complaint so as to add additional claims establishing the amount-in-controversy until after expiration of the one-year period. [552] Filed before 2012; removed July 17, 2013. Note: Although the JVCA amendments did not apply, the court applied the *Tedford* equitable exception and found bad faith.

23.	**Thompson v. Belk, Inc., No. 1:13–cv–1412–WSD, 2013 WL 5786587 (N.D. Ga. Oct. 28, 2013).** The plaintiff sued the defendants for injuries sustained when the plaintiff tripped and fell in their store. The plaintiff then voluntarily dismissed the complaint and the plaintiff, represented by new counsel, refiled it within six months. The defendants removed the case after receiving discovery responses regarding the amount of the plaintiff's damages. Pursuant to state law, cases dismissed without prejudice and refiled within six months are deemed to have commenced on the date the first action was commenced. Thus, the defendants' removal was after expiration of the one-year period. The district court found that the plaintiff acted in bad faith by concealing the amount-in-controversy during the one-year period. The court rejected the plaintiff's argument that she should not be held responsible for her prior counsel's failure to timely respond to discovery in the original action. [554] Filed Nov. 22, 2011; removed Apr. 26, 2013. Note: The case was commenced before 2012. The court applied the bad faith equitable exception.
24.	**Cameron v. Teeberry Logistics, 920 F. Supp. 2d 1309 (N.D. Ga. 2013).** The plaintiff, who had been injured in a collision, sued diverse defendants in state court on Nov. 9, 2011, and alleged that the amount at issue was less than $50,000. The plaintiff sought damages for pain and suffering, lost wages, and medical expenses. On May 31, 2012, the plaintiff supplemented discovery responses by providing the defendants with work excuse disability slips for Nov. 26, 2011 through May 31, 2012. The plaintiff also attached an inventory of medical expenses totaling more than $62,000. Shortly thereafter, the plaintiff sent the defendants a copy of a July 9, 2012 physician consult in which her doctor recommended surgery. On August 9, 2012, the plaintiff again supplemented her discovery responses and indicated her medical expenses totaled more than $91,000. Thus, within the one-year period, the plaintiff supplemented her discovery responses to indicate medical expenses of more than $91,000, past lost wages (in an unspecified amount), and the need for future surgery (at an unspecified cost). On November 13, 2012, the plaintiff's counsel sent a settlement demand letter for $575,000. The parties unsuccessfully mediated the case in December 2012. The day after mediation failed, the defendants removed. Despite the information provided by the plaintiff prior to the expiration of the one-year period, the trial court held that the case did not become removable until the defense received the $575,000 demand letter and further held that the plaintiff acted in bad faith in failing to amend the complaint to seek more than $50,000. [625] Filed Nov. 9, 2011; removed Dec. 12, 2012. Note: Although the case was filed in 2011, the district court applied the JVCA.

Table C

Cases That Were Removed More Than One Year After Commencement and Resolved Without Findings Regarding Bad Faith (179 Total)

1.	**Allen v. ESA Mgmt., LLC., 2018 WL 2948534 (S.D. Cal. June 13, 2018).** The district court remanded the case, finding that the one-year bar applies to later-added defendants. [3]
2.	**Nunez v. U.S. Xpress Leasing, Inc., 2018 WL 2770458 (W.D. La. June 8, 2018).** The district court found the one-year bar inapplicable because an unserved defendant may remove at any time pursuant to 28 U.C.S. § 1446(b)(1). [4]
3.	**Taylor v. United Road Servs., Inc., 2018 WL 2412326 (E.D. Cal. May 29, 2018).** The district court noted that the one-year bar on removal does not apply to CAFA cases pursuant to 28 U.S.C. § 1453(b). [7]
4.	**Homestreet Bank v. Caba, 2018 2709371 (D. Haw. May 17, 2018).** The defendants removed pursuant to federal questions jurisdiction and raised diversity jurisdiction in their response to plaintiff's motion to remand. Defendants did not allege bad faith on the part of the plaintiffs. [12]
5.	**Joo Yun Chung v. Safeway, Inc., 2018 WL 1794720 (D. Haw. Apr. 16, 2018).** The case was removed more than one year after commencement. The court denied plaintiff's motion to remand but did not reach the question of bad faith. [22]

6.	**Blue Cross & Blue Shield of Fla. v. ADCAHB Med. Coverages, Inc., 2018 WL 3599009 (M.D. Fla. Mar. 13, 2018).** Insurer sued judgment debtors and settled with them in exchange for their rights under an insurance policy. Insurer then filed a supplemental complaint against the diverse insurance company more than one year after commencement. The diverse insurer removed. The district court remanded, finding the one-year bar applicable because the claim against the diverse insurer was not an independent action. [28]
7.	**Druivenga v. Hillshire Brans Co., 2018 WL 1115935 (N.D. Iowa Mar. 1, 2018).** Although the case was removed more than one year after the complaint was filed, the district court found that, for purposes of determining whether the thirdparty defendant timely removed within one year, the date on which the thirdparty complaint was filed commenced the relevant one-year period. [30]
8.	**Wells Fargo Bank, Nat'l Assoc. v. White, 2018 WL 650372 (D. Conn. Jan. 31, 2018).** The case was removed more than one year after commencement. The district court remanded the case, finding that removal based upon diversity was improper because the defendant was a citizen of the forum state. Given the lack of removal jurisdiction, it was not necessary for the district court to address plaintiff's alleged bad faith. [35]
9.	**Lare v. Caldwell, 2018 WL 573474 (M.D. Fla. Jan. 26, 2018).** Pro se defendant removed more than one year after commencement. The district court remanded the case, noting that defendant did not allege that plaintiff acted in faith to prevent removal. [37]
10.	**Jaligam v. Pochampally, 2018 WL 417559 (E.D. La. Jan. 12, 2018).** The case was removed more than one year after commencement. The district remanded the case, finding no evidence that plaintiff acted in bad faith and noting that the defendant did not allege that plaintiff acted in bad faith. [40]

11.	**Ossello v. Swift Rock Fin., Inc., 2017 WL 4842371 (D. Mont. Oct. 26, 2017).** The case was removed more than one year after commencement but based upon an argument other than bad faith on the part of the plaintiff. [53]
12.	**Lilly v. Dollar Gen. Corp., 2017 WL 4836539 (M.D. La. Sept. 18, 2017).** The case was removed more than one year after commencement but the plaintiff did not move to remand based upon untimely removal. The court noted that the timeliness of removal is procedural and is waived if not timely raised by the plaintiff. [70]
13.	**Florida Health Science Ctr., Inc. v. GEICO, 2017 WL 3720880 (M.D. Fla. Aug. 7, 2017).** This case was removed more than one year after commencement. The case involved the intra-district split within Florida district courts over whether the filing of the initial claim for coverage or the later filing of the insurance bad faith claim triggers the one-year period in which to remove. The district court remanded, finding that the bad faith claim could not be removed separately from the civil action in which it was filed and further finding that the one-year period was triggered by the initial filing – not the filing of the claim for insurance bad faith. [81]
14.	**Ossello v. Swift Rock Fin., Inc., 2017 WL 3276884 (D. Mont. July 27, 2017).** The case involved the issue of when the one-year period begins to run. The removing defendants did not allege bad faith on the part of the plaintiffs. [86]
15.	**Shaffer v. Green Earth Techs., Inc., 2017 WL 2628883 (W.D. Tex. June 19, 2017).** The case was removed more than one year after commencement, but the district court found the one-year bar inapplicable because the bar applies only to cases that are not initially removable. "[T]his case was initially removable when Plaintiff filed it, and the one-year limitation simply does not apply for that reason." Id. at *3. [105]

16.	**Scott v. Perma-Pile, Inc., 2017 WL 2656189 (W.D. La. May 24, 2017).** The case was removed more than one year after commencement. The district court denied plaintiff's motion to remand, finding that the one-year bar did not prohibit the later-added defendant from removing. [108]
17.	**Todesco v. Wainright, 2017 WL 1375286 E.D. La. April 17, 2017).** The case was removed more than year after commencement, but removal was based on federal question jurisdiction. The case was remanded due to lack of jurisdiction. [120]
18.	**La Forte v. Allstate Prop. & Cas. Ins. Co., 2017 WL 5642469 (S.D. Fla. April 7, 2017).** The case was removed more than one year after commencement. The issue was whether an insurance bad faith claim may be removed as a separate action after coverage has been determined. The district court remanded, finding that "the removal of a bad faith claim is untimely unless it occurs within one year after the commencement of the underlying action in which the bad faith claim is asserted." Id. at *2. [124]
19.	**Alber v. Geico Gen. Ins. Co., 2017 WL 1045504 (M.D. Fla. Mar. 20, 2017).** The case was removed more than one year after commencement. The issue was whether plaintiff's insurance bad faith claim could be removed as a separate action. The district court found removal proper but then vacated the decision on reconsideration. 2017 WL 2172188 (M.D. Fla. May 17, 2017). [135]
20.	**Ala. Mun. Workers Comp. Fund, Inc. v. P.R. Diamond Prods., Inc., 234 F. Supp. 3d 1165 (N.D. Ala. 2017).** The case was removed more than one year after commencement. The district found the one-year bar inapplicable to cases that were initially removable. [146]

21.	**Shannon v. Bayview Loan Servicing, LLC, 2017 WL 534348 (D. Or. Feb. 8, 2017).** The case removed more than one year after commencement. The district court remanded. The removing defendants did not allege bad faith on the part of the plaintiff. [147]
22.	**Washington v. GEICO, 2017 WL 490541 (M.D. Fla. Feb. 7, 2017).** The case was removed more than one year after commencement. It addressed whether an insurance bad faith claim may be removed as a separate action after coverage has been determined. [148]
23.	**Bank of Am. NA v. Koola, 2016 WL 7469595 (D. S.C. Dec. 28, 2016).** The case was removed more than one year after commencement but the JVCA did not apply because the case was commenced before Jan. 6, 2012. The court found the *Tedford* equitable exception inapplicable, noting that "[d]efendant slept on his right of removal—if this case ever was removable—and equity does not favor those who sleep on their rights." Id. at *3. [177]
24.	**JPMorgan Chase Bank v. Farah, 2016 WL 8674607 (D. N.J. Dec. 16, 2016).** The case was removed more than one year after commencement. The district court remanded the case, noting that the defendant had not alleged bad faith. [185]
25.	**Fields v. Expedited Logistics Sols. LLC, 2016 WL 7173370 (D. S.C. Dec. 9, 2016).** There was a question whether removal was more than one year after commencement. The court remanded the case without determining the issue because the removing defendant failed to establish complete diversity based on fraudulent joinder. [187]

26.	**Yoder v. Williams, 2016 WL 7165723 (W.D. Mo. Dec. 8, 2016).** The case was removed more than one year after commencement, but the district court concluded that the relevant one-year period began when the claim was filed by the intervening plaintiff. [188]
27.	**Westmoreland v. Wawona Packaging Co., LLC, 2016 WL 7165959 (E.D. N.Y. Dec. 8, 2016).** Although the case was removed more than one year after commencement, the court did not address the alleged bad faith on the part of the plaintiff because the defendants violated the rule of unanimity. [189]
28.	**AMI Global Meeting Sols., Inc. v. Fin. Brand, LLC, 2016 WL 9347150 (S.D. Fla. Oct. 28, 2016).** The district court found that the one-year bar was inapplicable to the instant case because it was removable when originally filed. [194]
29.	**Higgins v. Philadelphia Indem. Ins. Co., 2016 WL 6304740 (N.D. Okla. Oct. 27, 2016).** The case was remanded more than one year after commencement. The removing defendant did not argue bad faith on the part of the plaintiff but instead argued that the case could be removed pursuant to the *Tedford* equitable exception based upon factors other than bad faith forum manipulation by the plaintiff. The district court remanded the case, rejecting defendant's argument that the *Tedford* equitable exception applied. [195]
30.	**Lee v. Allstate Indem. Co., 2016 WL 6246911 (M.D. Fla. Oct. 26, 2016).** The court remanded the case, fining that it was removed more than one year after commencement. In so ruling, the court fund that the plaintiff's amendment to add an insurance bad faith claim was part of the original lawsuit subject to the one-year bar. Defendant had argued that the relevant one-year period began when the insurance bad faith claim was filed. [197]

31.	**Eclipse Aesthetics LLC v. Regenlab USA, LLC, 2016 WL 4800342 (N.D. Tex. Sept. 12, 2016).** The court found that the one-year bar was inapplicable to the instant case because it was removable when originally filed. [202]
32.	**Gates at Williams-Brice Condo. Assoc'n v. Quality Built, LLC, 2016 WL 4646258 (D. S.C. Sept. 7, 2016).** The court remanded the case without addressing the one-year bar because it found defendant's joinder in removal defective and untimely. [203]
33.	**Thompson v. Target Corp., 2016 WL 4119937 (C.D. Cal. Aug. 2, 2016).** The case involved removal pursuant to CAFA. [208]
34.	**Gates at Williams-Brice Condo. Assoc'n v. Lexington Ins. Co., 2016 WL 4035450 (D. S.C. July 28, 2016).** The district court remanded the case finding that counterclaim defendant does not have the right to remove. [209]
35.	**Bank of N.Y. Mellon v. Cioffi, 2016 WL 3962818 (D. Mass. July 21, 2016).** The case was removed more than one year after commencement. The district court remanded, finding that a counterclaim defendant may not remove. [212]
36.	**Air Comfort Co., Inc. v. Carrier Corp., 2016 WL 3951158 (S.D. Ala. July 20, 2016).** The case was properly removed based upon federal question jurisdiction. After dismissal of the federal question claim, the court remanded the remaining claims. [213]

37.	**Rosenberg v. Webber, 2016 WL 3125155 (D. Md. June 3, 2016).** The case was removed more than one year after commencement. The district court remanded, finding that removal was "untimely under the 30-day general filing requirement and the one-year deadline applied to diversity jurisdiction cases." Id. at *3. The court further found that it should abstain from exercising jurisdiction. [223]
38.	**MBLH Props., Ltd. v. Vulcan Constr. Materials, LP, 2016 WL 10933058 (E.D. Tex. May 13,2 016).** The case was removed more than one year after commencement. The district court remanded the case, finding that the case commenced in state court upon filing. The removing defendant did not argue bad faith on the part of the plaintiff but instead argued that the case commenced upon service. [229]
39.	**Kitchell v. OSF Okla., Inc., 2016 WL 1651825 (N.D. Okla. Apr. 25, 2016).** The district court remanded the case, noting that the removing defendant had not even alleged bad faith on the part of the plaintiff. [231]
40.	**Stigleman v. Wal-Mart Stores, Inc., 2016 WL 1611577 (C.D. Ill. Apr. 22, 2016).** The district court remanded the case, rejecting defendant's argument that the oneyear bar was inapplicable to the second removal. The removing defendant had not alleged bad faith on the part of the plaintiff. [232]
41.	**Boomerang Recoveries, LLC v. Guy Carpenter & Co., LLC, 2016 WL 1594954 (E.D. Pa. Apr. 21, 2016).** The court remanded the case (which was apparently removed more than one year after commencement), finding that the forum defendant had not been fraudulently joined. [233]

42.	**Gonzalez v. Starwood Hotels, 2016 WL 1611576 (C.D. Cal. Apr. 21, 2016).** Although it appears the case was removed more than one year after commencement, the district court did not address application of the one-year bar in its opinion denying plaintiff's motion to remand. [234]
43.	**South Cent. Coal Co. Inc. v. Houston Specialty Ins. Co., 2016 WL 9414095 (E.D. Okla. Apr. 19, 2016).** The district court remanded the case, finding that the one-year bar applied. The removing defendant apparently ignored the one-year bar and did not attempt to establish the bad faith exception. [235]
44.	**BAC Home Loans Servicing v. Claudet, 2016 WL 1743353 (M.D. Fla. Apr. 13, 2016).** The case was removed more than six years after commencement. The magistrate recommended remand. The district court judge accepted the recommendation and remanded. 2016 WL 1732675 (M.D. Fla., May 02, 2016). The removing defendant did not allege bad faith. [238]
45.	**H. v. Pfizer Inc., 2016 WL 1247480 (N.D. Ill. Mar. 30, 2016).** The court remanded the case without addressing bad faith. [242]
46.	**Lopez v. Allied Packing & Supply, Inc., 2016 WL 1176395 (N.D. Cal. Mar. 28, 2016).** The district court remanded the case. The defendant removed more than one year after commencement but argued unsuccessfully that the one-year time period started over when plaintiff amended the complaint to include a wrongful death claim. [243]
47.	**Breiding v. Wilson Appraisal Servs., Inc., 2016 WL 1175257 (N.D. Va. 2016).** The district court remanded the case, finding no federal question or diversity jurisdiction. [245]

48.	**Combs v. Shapiro & Burson LLP, 2016 WL 1064459 (D. Md. Mar. 14, 2016).** The case was removed more than one year after commencement. The district court remanded the case, finding removal was procedurally improper without addressing bad faith. [246]
49.	**Graveline v. Reynolds, 2016 WL 3573039 (M.D. Fla. Feb. 19, 2016).** The federal district court remanded the case based on considerations other than a lack of bad faith on the part of the plaintiff. [253]
50.	**In re Engle Progeny Cases Tobacco Litig., 2016 WL 1402908 (M.D. Fla. Feb. 16, 2016).** The federal district court remanded the case. The case was removed more than one year after commencement but the removing defendant did not argue bad faith on the part of the plaintiff. [256]
51.	**Ross v. Lee, 2016 WL 521529 (W.D. Va. Feb. 5, 2016).** The district court found that the one-year bar didn't apply because the case was removable from the outset. [259]
52.	**Johnson v. State Farm Mut. Auto. Ins. Co., 2016 WL 277768 (M.D. Fla. Jan. 22, 2016).** The court found that plaintiff's insurance bad faith claim was removable as a separate cause of action upon the filing of the claim and found the one-year bar inapplicable. [260]
53.	**Card v. Safeco Ins. Co., 2016 WL 8904950 (N.D. Fla. Jan. 18, 2016).** The federal district court remanded the case because the removing defendant improperly removed only one of several claims. [261]

54.	**Newton v. Comcast of Md., LLC, 2016 WL 94250 (D. Md. Jan. 7, 2016).** The district court denied plaintiff's motion to remand. It did not address bad faith. It appears that the plaintiff did not argue untimely removal in the motion to remand. [265]
55.	**Smith v. Farmers Ins. Co., 2015 WL 13260403 (D. N. Mex. Dec. 17, 2015).** The district court denied the motion to remand, finding that the claim at issue was a separate and independent claim that reset the one-year period. [270]
56.	**Clark v. USAA Cas. Ins. Co., 2015 WL 7272305 (M.D. Fla. Nov. 18, 2015).** The district court remanded the case but did not consider whether the defendant's removal was timely because plaintiff waived timeliness by failing to raise it in plaintiff's original motion to remand. [276]
57.	**Deutsch Bank Nat'l Co., v. Brader, 2015 WL 9872070 (S.C. Oct. 28, 2015).** The magistrate recommended remand because complete diversity was not established. The magistrate judge noted that the plaintiff did not raise the timeliness of defendant's removal and therefore waived any such procedural defect. [282]
58.	**Reeves v. Wells Fargo Bank, N.A., 2015 WL 6438898 (W.D. Tex. Oct. 22, 2015).** This case involved an attempted removal by the plaintiff proceeding in forma pauperis. [285]
59.	**Carmona v. Johnson & Johnson, 2015 WL 13229429 (C.D. Cal. Oct. 19, 2015).** The district court denied plaintiff's motion to remand, finding removal timely on grounds other than plaintiff's bad faith. [286]

60.	**Skelton v. Johnson & Johnson, 2015 WL 13236734 (C.D. Cal. Oct. 16, 2015).** The district court denied plaintiff's motion to remand, finding removal timely on grounds other than plaintiff's bad faith. [287]
61.	**Gumbodete v. Ayati-Ghaffari, 2015 WL 13297960 (E.D. Tex. Oct. 6, 2015).** The district court remanded the case based upon lack of subject matter jurisdiction and untimeliness after it was removed by a pro se litigant. It does not appear that the removing defendant alleged bad faith on the part of the plaintiff. [291]
62.	**Gore v. Robertson, 2015 WL 5749459 (M.D. La. Sept. 30, 2015).** The district court found that plaintiff's products liability claim against GM (asserted in an amended pleading) commenced on a different date than the date plaintiff filed a negligence complaint against other defendants. Thus, the court found the one-year bar inapplicable. [292]
63.	**Nguyen v. Sam's West, Inc., 2015 WL 5092689 (D. Nev. Aug. 27, 2015).** The district court denied plaintiff's motion to remand but did not address bad faith on the part of the plaintiff. [297]
64.	**Handshumaker v. Vangilder, 2015 WL 5032054 (D. Kan. Aug. 25, 2015).** The district court found the one-year bar did not prohibit removal because it found that the garnishment action triggered a new one-year period in which to remove. [300]
65.	**In re Johnson & Johnson cases, 2015 WL 5052377 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [301]

66.	**In re Johnson & Johnson cases, 2015 WL 5050530 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [302]
67.	**In re Johnson & Johnson cases, 2015 WL 5071920 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [303]
68.	**In re Johnson & Johnson cases, 2015 WL 5071878 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [304]
69.	**In re Johnson & Johnson cases, 2015 WL 5071892 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [305]
70.	**In re Johnson & Johnson cases, 2015 WL 5052403 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [306]
71.	**In re Johnson & Johnson cases, 2015 WL 5071924 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [307]
72.	**In re Johnson & Johnson cases, 2015 WL 5050536 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [308]

73.	**In re Johnson & Johnson cases, 2015 WL 5052406 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [309]
74.	**In re Johnson & Johnson cases, 2015 WL 5050538 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [310]
75.	**In re Johnson & Johnson cases, 2015 WL 5071835 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [311]
76.	**In re Johnson & Johnson cases, 2015 WL 5052391 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [312]
77.	**In re Johnson & Johnson cases, 2015 WL 5050529 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [313]
78.	**In re Johnson & Johnson cases, 2015 WL 5050524 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [314]
79.	**In re Johnson & Johnson cases, 2015 WL 5050532 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [315]

80.	**In re Johnson & Johnson cases, 2015 WL 5050543 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [316]
81.	**In re Johnson & Johnson cases, 2015 WL 5071919 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [317]
82.	**In re Johnson & Johnson cases, 2015 WL 5071875 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [318]
83.	**In re Johnson & Johnson cases, 2015 WL 5050540 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [319]
84.	**In re Johnson & Johnson cases, 2015 WL 5071850 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [320]
85.	**In re Johnson & Johnson cases, 2015 WL 5052392 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [321]
86.	**In re Johnson & Johnson cases, 2015 WL 5071860 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [322]
87.	**In re Johnson & Johnson cases, 2015 WL 5071916 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [323]

88.	**In re Johnson & Johnson cases, 2015 WL 5071917 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [324]
89.	**In re Johnson & Johnson cases, 2015 WL 5052393 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [325]
90.	**In re Johnson & Johnson cases, 2015 WL 5071877 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [326]
91.	**In re Johnson & Johnson cases, 2015 WL 5071909 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [327]
92.	**In re Johnson & Johnson cases, 2015 WL 5052407 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [328]
93.	**In re Johnson & Johnson cases, 2015 WL 5071876 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [329]
94.	**In re Johnson & Johnson cases, 2015 WL 5071914 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [330]
95.	**In re Johnson & Johnson cases, 2015 WL 5071885 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [331]

96.	**In re Johnson & Johnson cases, 2015 WL 5071923 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [332]
97.	**In re Johnson & Johnson cases, 2015 WL 5071879 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [333]
98.	**In re Johnson & Johnson cases, 2015 WL 5050535 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [334]
99.	**In re Johnson & Johnson cases, 2015 WL 5050531 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [335]
100.	**In re Johnson & Johnson cases, 2015 WL 5050534 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [336]
101.	**In re Johnson & Johnson cases, 2015 WL 5050522 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [337]
102.	**In re Johnson & Johnson cases, 2015 WL 5071922 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [338]

103.	**In re Johnson & Johnson cases, 2015 WL 5052387 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [339]
104.	**In re Johnson & Johnson cases, 2015 WL 5050523 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [340]
105.	**In re Johnson & Johnson cases, 2015 WL 5057667 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [341]
106.	**In re Johnson & Johnson cases, 2015 WL 5050541 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [342]
107.	**In re Johnson & Johnson cases, 2015 WL 5050542 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [343]
108.	**In re Johnson & Johnson cases, 2015 WL 5052410 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [344]
109.	**In re Johnson & Johnson cases, 2015 WL 5071921 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [345]
110.	**In re Johnson & Johnson cases, 2015 WL 5052399 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [346]

111.	**In re Johnson & Johnson cases, 2015 WL 5071925 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [347]
112.	**In re Johnson & Johnson cases, 2015 WL 5071918 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [348]
113.	**In re Johnson & Johnson cases, 2015 WL 5071926 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [349]
114.	**In re Johnson & Johnson cases, 2015 WL 5052381 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [350]
115.	**In re Johnson & Johnson cases, 2015 WL 5050527 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [351]
116.	**In re Johnson & Johnson cases, 2015 WL 5071881 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [352]
117.	**In re Johnson & Johnson cases, 2015 WL 5071900 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [353]

118.	**In re Johnson & Johnson cases, 2015 WL 5052397 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [354]
119.	**In re Johnson & Johnson cases, 2015 WL 5071880 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [355]
120.	**In re Johnson & Johnson cases, 2015 WL 5052383 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [356]
121.	**In re Johnson & Johnson cases, 2015 WL 5052378 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [357]
122.	**In re Johnson & Johnson cases, 2015 WL 5052402 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [358]
123.	**In re Johnson & Johnson cases, 2015 WL 5071869 (C.D. Cal. Aug. 24, 2015).** The district court found the one-year bar inapplicable. [359]
124.	**HSBC Bank USA Nat'l Assn. v. Bobrowski, 2015 WL 4506824 (M.D. Fla. Jul. 23, 2015).** The district court remanded the case without addressing bad faith, finding no federal question or diversity jurisdiction. [372]

125.	**Brace v. AIG Centennial Ins. Co., 2015 WL 3793792 (M.D. Fla. Jun. 18, 2015).** The case was removed more than one year after commencement. It was remanded based upon defendant's failure to remove within 30 days of notice that the case became removable. [382]
126.	**Countrywide Mortg. v. Lowe, 2015 WL 3562646 (M.D. Fla. Jun. 5, 2015).** The case was removed more than three years after commencement. The district court remanded the case based on its untimely removal but noted that the defendant did not allege that the plaintiff acted in bad faith. [384]
127.	**Canizales v. State Farm Fire & Cas. Co., 2015 WL 2183783 (May 8, 2015).** The case was apparently removed more than one year after commencement. The district court remanded, finding no fraudulent joinder. It noted that neither party considered the application of the one-year bar. [396]
128.	**Brown v. Rivera, 2015 WL 2153437 (C.D. Cal. May 6, 2015).** The case was removed more than one year after commencement. The district court remanded, noting that the defendant did not even attempt to show that the plaintiff acted in bad faith to prevent removal. [398]
129.	**Morgan v. Mumma, 2015 WL 2070227 (M.D. Pa. May 4, 2015).** The defendant removed in 2015 after judgment was entered against defendant in estate proceedings that had begun in 1986. The district court remanded the case, finding removal untimely. The defendant apparently did not assert plaintiff's bad faith as justification for the untimely removal. [400]
130.	**Millennium Chems., Inc. v. Fried, Frank, Harris, Shriver & Jacobsen LLP, 2015 WL 1959039 (N.D. Tex. Apr. 30, 2015).** The case was removed more than one year after commencement. The district court remanded the case for lack of complete diversity without determining whether removal was timely. [401]

131.	**Bank of Am., N.A. v. Lebreton, 2015 WL 2226266 (D. N.M. Apr. 20, 2105).** The case was removed more than one year after commencement. The court found that the one-year bar was procedural rather than jurisdictional and had been waived by plaintiff's failure to file a timely motion to remand. [404]
132.	**Wilson v. Travelers Ins. Co., 2015 WL 1422569 (E.D. Pa. Mar. 30, 2015).** The case was removed case after expiration of the one-year period. The district court remanded the case, finding that the amount in controversy did not exceed $75,000. [415]
133.	**Columbian Chems. Co. v. AIG Specialty Ins. Co., 2015 WL 12755709 (N.D. W. Va. Mar. 27, 2015).** Although the case was removed more than one year after it was filed, the district court found that the third-party defendant removed within one year of the filing of the third-party complaint. [417]
134.	**Perez v. Summers, 2015 WL 1887273 (S.D. W.Va. Mar. 20, 2105).** The case was removed case after expiration of the one-year period. The magistrate judge recommended that the district court remand because only defendants may remove. The district court adopted the report and recommendation. 2015 WL 1887111 (S.D.W. Va. Apr. 24, 2015). [422]
135.	**Mims v. Deepwater Corrosion Servs., Inc., 2015 WL 1185817 (S.D. Tex. Mar. 16, 2015).** The defendant removed the Jones Act claim after expiration of the one-year period. The district court remanded, finding that removal of the Jones Act claim was not proper absent complete diversity. [424]
136.	**Flahaut v. Johnson, 2015 WL 1137602 (D. Utah Mar. 12, 2015).** The defendant removed after expiration of the one-year time period. The district court remanded the case, finding incomplete diversity and untimely removal. The court did not specifically consider any argument that the plaintiff acted in bad faith. [425]

137.	**Aurora Loan Servs., L.L.C. v. Milasinovich, 2015 WL 11111303, (D. N. Mex. Feb. 17, 2015).** The district court remanded the case based in part on the one-year bar. The defendant did not allege bad faith on the part of the plaintiff. [431]
138.	**S.D. Wheat Growers Ass'n v. Chief Indus., Inc., 2014 WL 7537066 (D. S.D. Dec. 22, 2104).** Although the case was removed more than year after commencement, the district court found that the one-year bar did not apply because the case was removable when filed in state court. [441]
139.	**Willison v. State Farm Fire and Cas. Co., 2014 WL 7005267 (W.D. Okla. Dec. 11, 2014).** The case was removed more than one year after commencement. The district court remanded, finding removal untimely because it did not comply with the applicable thirty-day limit. The district court did not consider the issue of bad faith on the part of the plaintiff. [446]
140.	**Joynt v. Volusia Cty., 2014 WL 6908433 (M.D. Fla. Dec. 8, 2014).** The defendant excess insurer removed after expiration of the one-year period and while case was on appeal to state appellate court. The district court remanded the case, finding that the plaintiff had not fraudulently joined the in-state defendant. [449]
141.	**IndyMac Bank, F.S.B. v. Cokeing, 2014 WL 12618118 (M.D. Fla. Oct. 30, 2014).** The pre se defendants removed more than six years after commencement. The district court remanded finding removal based upon diversity untimely. It does not appear that the defendants argued that the plaintiff acted in bad faith. [462]
142.	**Citibank, N.A. v. Lebreton, 2014 WL 11512597 (D. N. Mex. Oct. 16, 2014).** The district court remanded the case after the defendant removed pro se. The defendant had not alleged bad faith on the part of the plaintiff. [466]

143.	**Garcia v. Target Corp., 2014 WL 4105228 (C.D. Cal. Aug. 19, 2014).** The plaintiff sued Target for personal injury and Target removed after expiration of the one-year period but did not allege or prove bad faith. The district court remanded the case. [478]
144.	**First Bank and Trust v. Jones, 2014 WL 4072116 (E.D. La. Aug. 13, 2014).** The defendant removed after expiration of the one-year period. The district court remanded without addressing the issue of bad faith. Apparently, defendant had not asserted plaintiff's bad faith as justification for the untimely removal. [480]
145.	**Creadeur v. Atlantic Richfield Co., 2014 WL 2999261 (W.D. La. Jul. 3, 2014).** The defendants removed after expiration of the one-year time period, arguing that the "revival exception" applied. The district court remanded, finding that the "revival exception" inapplicable and finding the removal untimely as a result of the one-year bar. The district court did not address bad faith. [485]
146.	**IKB Intern S.A. in Liquidation v. J.P. Morgan Chase & Co., 2014 WL 2933043 (S.D. N.Y. June 27, 2014).** The district court remanded the case. The removing defendant did not allege bad faith on the part of the plaintiff. [490]
147.	**Caliaro v. State Farm Mut. Auto Ins. Co., 2014 WL 1779265 (M.D. Fla. May 5, 2014).** Plaintiff sued non-diverse uninsured motorist for negligence and her diverse UM insurer for breach of contract. Plaintiff settled with the non-diverse motorist and then amended her complaint to include a bad faith claim against the insurer. The bad faith claim was stayed pending resolution of UM coverage. After partial judgment was entered against the UM insurer on the claim for coverage, the court lifted the stay on the bad faith claim and the insurer removed, claiming that it removed the case within 30 days of commencement of the bad faith claim, which it argued was commenced only after the stay was lifted. The district court remanded, finding that the bad faith claim was commenced when it was included in the amended complaint and further finding that defendant failed to remove within 30 days of the case becoming removable. The court did not address the issue of bad faith on the part of the plaintiff. [503]

148.	**Wells Fargo Bank, N.A. v. Harrington, 2014 WL 1767592 (D. N.J. May 2, 2014).** Pro se defendant removed the case for second time years after commencement. The district court remanded the case, finding that removal was untimely and that the case lacked diversity. The district court did not address the issue of bad faith on the part of the plaintiff. [504]
149.	**Noyes v. Universal Underwriters Ins. Co., 2014 WL 2111695 (M.D. Fla. Apr. 30, 2014).** Plaintiff sued diverse and non-diverse defendants. Diverse defendant removed more than one year after commencement, arguing that the plaintiff had fraudulently joined the non-diverse defendant. The district court remanded, after reconsidering its earlier order (Noyes v. Universal Underwriters Ins. Co., 3 F. Supp. 3d 1356 (M.D. Fla. Mar. 13, 2014). See case # 151 below. Although the court found that the plaintiff fraudulently joined the non-diverse defendant, the court found the removal untimely since it was not filed within 30 days of being served with the complaint. [506]
150.	**Jenkins v. Movin on Transp., Inc., 2014 WL 1653248 (N.D. Okla. Apr. 24, 2014).** The case was removed more than one year after commencement based on federal question jurisdiction. The district court remanded because defendant failed to remove within 30 days of the case becoming removable. [512]
151.	**Noyes v. Universal Underwriters Ins. Co., 3 F. Supp. 3d 1356 (M.D. Fla. 2014).** The district court denied plaintiff's motion to remand, finding that the plaintiff had acted in bad faith by fraudulently joining a non-diverse party. The court reversed its ruling on reconsideration, finding that defendant's removal was untimely because the fraudulent joinder was evident from the outset. Noyes v. Universal Underwriters Ins. Co., 2014 WL 2111695 (M.D. Fla. Apr. 30, 2014). See case # 149 above. [525]

152.	**KUM & GO, L.C. v. Veeder-Root Co., 2014 WL 11514687 (S.D. Iowa Feb. 24, 2014).** The court found the one-year bar inapplicable because the complaint was removable from the outset. [528]
153.	**Estate of Kerr v. S. Cal. Reg'l Rail Auth., 2014 WL 1606316 (C.D. Cal. Jan. 29, 2014).** The case was remanded after the district court found no federal question jurisdiction. [531]
154.	**GeoVantage, Inc. v. SimWright, Inc., 2014 WL 183667 (Jan. 16, 2014).** Defendant removed more than one year after commencement. The district court remanded for failure to timely remove within 30 days and did not address the issue of bad faith. [537
155.	**Brown v. Wal-Mart Stores, Inc., 2014 WL 60044 (W.D. Va. Jan, 7, 2014).** Plaintiff sued Wal-Mart in state court and demanded $70,000. Plaintiff served defendant nine months after filing the complaint and did not respond to discovery or defendant's request for a settlement demand until after expiration of the oneyear period. Plaintiff then made a settlement demand of $200,000, after which defendant removed. Although the court found that the plaintiff acted in bad faith in refusing to respond to discovery within one year, the court further found that plaintiff's ad damnum request for $70,000 was in good faith. The court noted that plaintiff assured the court that he would not amend his complaint to demand a greater amount and further noted that the parties had reached a tentative settlement agreement at $45,000 that was not finalized due to concerns regarding responsibility for Medicare liens. Thus, the court determined that the amount in controversy requirement was not met and remanded the case. [540]
156.	**Yalda v. Ethicon Endo-Surgery, Inc., 2013 WL 12072532 (S.D. Cal. Nov. 1, 2013).** The court found the one-year bar inapplicable. [553]

157.	**Powell ex rel. Powell v. SmithKline Beecham Corp., 2013 WL 5377852 (E.D. Pa. Sept. 26, 2013).** After expiration of the one-year period, defendants removed the case for a second time based upon diversity. When ruling on plaintiff's motion to remand, the district court considered whether an equitable exception to the one-year bar should be applied under the circumstances and found that it did not. The removing defendant had not alleged bad faith on the part of the plaintiff as a basis for an equitable exception, but instead argued that the district court legally erred in remanding the case the first time. [562]
158.	**Fong v. Beehler, 2013 WL 5194023 (N.D. Cal. Sept. 16, 2013).** The district court remanded the case based upon untimely removal but not address bad faith. [563]
159.	**Hamptons at Metrowest Condo. Ass'n, Inc. v. Mt. Hawley Ins. Co., 2013 WL 4854770 (M.D. Fla. Sept. 10, 2013).** The case was remanded based upon the district court's finding that it could not assert jurisdiction over an ancillary proceeding given that action was still pending in state court. [566]
160.	**Cammarota ex rel. Hallock v. SmithKline Beecham Corp., 2013 WL 4787305 (E.D. Pa. Sept. 9, 2013).** Defendant removed a second time after expiration of the one-year period and argued that the equitable exception should apply. The only basis for an equitable exception urged by defendant was its lack of responsibility for any delay in removal. Defendant did not allege bad faith on the part of the plaintiff. The district court remanded, finding no basis for the application of an equitable exception. [567]
161.	**First Citizens Bank & Trust Co. v. Hunter, 2013 WL 12092558 (N.D. Ga. Aug. 2, 2013).** The district court remanded the case but did not address bad faith. The court rejected defendant's argument that plaintiff's amended complaint revived defendant's right to remove. [577]

162.	**Barroso v. Allstate Prop. and Cas. Ins. Co., 958 F. Supp. 2d 1344 (M.D. Fla. Aug. 1, 2013).** The plaintiff sued a diverse insurer and amended the complaint to add a claim for insurance bad faith after expiration of one-year period. The district court remanded, finding that the insurance bad faith claim was not a separate and distinct action that started the one-year clock over again. [578]
163.	**Hamptons at Metrowest Condo. Ass'n, Inc. v. Nationwide Prop. & Cas. Ins. Co., 2013 WL 3974675 (M.D. Fla. Jul. 31, 2013).** The district court remanded the case but did not address bad faith. The court rejected defendant's argument that plaintiff's amended complaint revived defendant's right to remove. [579]
164.	**Jordan v. Lowery, 2013 WL 3479655 (E.D. Okla. July 10, 2013).** The defendants removed, relying upon the JVCA even though it clearly did not apply to the case. The district court remanded based upon the one-year bar. It refused to recognize an equitable exception and therefore made no findings regarding bad faith. [582]
165.	**Duffield v. Penn Life Corp., 2013 WL 2607480 (S.D. W.Va. June 11, 2013).** The plaintiffs brought a wrongful death claim against the decedent's diverse employer and the decedent's alleged supervisor, a non-diverse defendant. The diverse employer removed the case the first time, alleging that the non-diverse defendant had not been the decedent's supervisor and that therefore his joinder was fraudulent. The court granted the plaintiff's motion to remand, in part based upon affidavit testimony that the non-diverse defendant was a foreman on the job with supervisory capacity. Upon remand back to state court, the parties engaged in discovery. Fifteen months after remand, the diverse employer removed a second time, again arguing fraudulent joinder and further arguing that retroactive application of the JVCA was appropriate even though the JCVA itself clearly indicates that it applies to cases commenced on or after the date of passage of the JVCA. The district court granted the plaintiffs' second motion to remand, observing that, after the first remand, the defendants had six months in which to conduct discovery in an effort to support their fraudulent joinder allegations but failed to do so and "missed the one-year deadline by over nine months." The court noted that, pursuant to Fourth Circuit precedent, removal after one year was absolutely barred by the earlier version of the statute. [593]

166.	**Hamptons at Metrowest Condo. Ass'n, Inc. v. Park Ave. at Metrowest, Ltd., 2013 WL 2477236 (M.D. Fla. June 10, 2013).** The district court adopted the magistrate's report and recommendation and remanded the case because the defendant failed to demonstrate the amount in controversy, as well as other requirements for diversity jurisdiction. [595]
167.	**JPMorgan Chase Bank, Nat'n Ass'n v. Hayes, 2103 WL 2407121 (D. S.C. June 3, 2013).** A pro se in-state defendant removed a foreclosure action more than one year after commencement of the case and argued that removal was proper pursuant to the bad faith exception in the JVCA. The magistrate recommended that the case be remanded because the defendant was an in-state defendant, making removal based upon diversity improper. The magistrate also noted that the "bad faith" exception to removal of diversity cases did not apply because the case had been commenced before the passage of the JVCA. [597]
168.	**Ludwig v. Liberty Mut. Fire Ins. Co., 2013 WL 2406320 (M.D. Fla. June 3, 2013).** The court remanded the case after finding that the case was commenced more than one year prior to removal when plaintiff filed a complaint for insurance benefits and alleged bad faith. [598]
169.	**Rader v. Safeco Ins. Co. 2013 WL 10186944 (N.D. Fla. May 21, 2015).** Plaintiff sued insurer and then later added a claim for bad faith. Defendant removed. The district court remanded, finding that the bad faith claim was not a separate and independent claim that restarts the removal period. [599]
170.	**Cotton Cloud, Inc. v. Covein Licensing, LLC. 2013 2154386 (D. Nev. May 17, 2013).** The district court remanded, finding removal untimely because the notice of removal was not filed within the applicable 30-day time period. [601]

171.	**Calchas LLC v. Toucet, 2013 WL 12094327 (Apr. 29, 2013).** The district court remanded the case. The removing defendant did not allege bad faith on the part of the plaintiff. [605]
172.	**Ingram v. Forbes Co., LLC, 2013 WL 1760202 (M.D. Fla. Apr. 24, 2013).** Plaintiff brought a premises liability claim against a diverse store and a non-diverse store manager. More than three years after commencement, the state court granted summary judgment to the store manager, after which the remaining diverse defendants removed, apparently arguing that the JVCA's bad faith exception applied and that plaintiff had fraudulently joined the store manager. The district court granted the plaintiff's motion to remand, noting that the JVCA did not apply to the case. The court further observed that the diverse store should have been able to establish the store manager had no personal responsibility for the incident within one year and could have removed based upon fraudulent joinder at that juncture. Thus, the district court determined that even if the equitable exception were to be recognized, it would not apply to the instant case because the defendant did not timely preserve the right to remove and the case had substantially progressed in state court. [606]
173.	**Brioli v. Premier Buick Pontiac GMC, 2013 WL 1314865 (W.D. Pa. Mar. 28, 2013).** Plaintiff sued a diverse car dealer in state court for compensatory and punitive damages arising from her purchase of an allegedly defective vehicle. Plaintiff alleged that defendant was aware of the vehicle's numerous infirmities prior to her purchase and that she had been unable to remedy the defects. More than one year later and less than one month before trial, plaintiff filed a pre-trial statement claiming compensatory and punitive damages in excess of $335,000. Defendant then removed just two days before trial. The trial court granted the plaintiff's motion to remand, finding that the one-year limitation was absolute because the JVCA was inapplicable to the case given that the case was commenced before the JVCA was passed. [612]

174.	**Denman Tire Corp. v. Tornel, 2013 WL 12119663 (Feb. 28, 2013).** The third-party defendant removed. The defendant moved for remand but did not challenge the removing third-party defendant's invocation of the *Tedford* equitable exception to the one-year bar. [618]
175.	**Auld v. Sun West Mortg. Co., Inc., 2013 WL 656891 (D. Kan. Feb. 22, 2013).** The district court remanded the case holding that: (i) a plaintiff cannot remove, and (ii) removal was untimely because it was after the 30-day time period and the oneyear time period. [620]
176.	**Richfield Hosp. Inc. v. Charter One Hotels and Resorts, Inc., 2013 WL 561256 (D. Colo. Feb. 14, 2013).** Plaintiff sued defendants in state court. Defendants removed. The district court remanded, finding that the defendants failed to demonstrate complete diversity and the amount in controversy. After the one-year deadline, the defendants removed a second time arguing that the plaintiff manipulated removal in bad faith by concealing its damages until after expiration of the one-year period. The district court granted the plaintiff's motion to remand, finding that the "bad faith" exception was clearly inapplicable given that the case was commenced in May of 2011. [623]
177.	**Posey v. McKesson Corp., 2013 WL 361168 (N.D. Cal. Jan. 29, 2013).** The district court remanded the case based, in part, upon the one-year bar, observing that the removing defendant had not asserted the bad faith exception. [626]
178.	**Summit Contractors, Inc. v. Amerisure Mut. Ins. Co., 2013 WL 12153593 (M.D. Fla. Jan. 29, 2013).** The district court found third-party defendants' removal of the third-party claim timely, finding that the relevant date of commencement was the date on which the third-party claim was filed. [627]

179.	**Thykkuttathil v. Keese, 2013 WL 208931 (W.D. Wash. Jan. 17, 2013).** The district found that plaintiff waived application of the one-year bar because plaintiff did not raise it in the motion to remand. [630]

Table D

Cases That Did Not Involve Removal Based Upon Diversity More Than One Year After Commencement (283 Total)

1. Martinsville Corral, Inc. v. Soc'y Ins., 2018 WL 2463213 (S.D. Ind. June 1, 2018). [5]
2. Cox v. Air Methods Corp., 2018 WL 2437056 (S.D. W. Va. May 30, 2018). [6]
3. Shirk v. Gonzales, 2018 WL 2411601 (D. N. Mex. May 29, 2018). [8]
4. Tharpe v. Affinion Benefits Grp., LLC, 2018 WL 3352940 (S.D. Tex. May 22, 2018). [9]
5. Bernal-Diaz v. MXD Grp., Inc., 2018 WL 3193245 (D. N.J. May 21, 2018). [10]
6. Hagan v. Leon, 2018 WL 2292756 (M.D. Pa. May 18, 2018). [11]
7. Torres v. Johnson & Johnson, 2018 WL 2271019 (D. Mass. May 17, 2018). [13]
8. White v. Allstate Ins. Co., 2018 WL 2244721 (S.D. Miss. May 16, 2018). [14]
9. Jian-Ming Zhao v. RelayRides, Inc., 2018 WL 2096854 (May 7, 2018). [15]
10. Moon v. Am. Family Mut. Ins. Co., 2018 WL 2041736 (May 2, 2018). [17]
11. Davis v. Clayman, 2018 WL 1959805 (M.D. Fla. Apr. 16, 2018). [19]
12. Brumfield v. Merck & Co., Inc., 2018 WL 1955216 (E.D. N.Y. Apr. 25, 2018). [20]
13. Adkins v. Kroger Ltd. P'ship I, 2018 WL 1611592 (E.D. Ky. Apr. 3, 2018). [23]
14. Thomas v. Hartford Accident & Indem. Co., 2018 WL 1548897 (W.D. La. Mar. 14, 2018). [27]

15. Manesh v. Nationwide Gen. Ins. Co., 2018 WL 1887291 (W.D. Tex. Mar. 2, 2018). [29]
16. Martinsville Corral, Inc. v. Soc'y Ins., 2018 WL 1069440 (S.D. Ind. Feb. 23, 2018). [31]
17. Flynn v. Target Corp., 2018 WL 773889 (W.D. N.Y. Feb. 8. 2018). [33]
18. Narayan v. Compass Grp. USA, Inc., 2018 WL 746402 (E.D. Cal. Feb. 6, 2018). [34]
19. Edison Ranch, Inc. v. Mosaic Potash Carlsbad, Inc., 2018 WL 582578 (D. N. Mex. Jan. 26, 2018. [36]
20. Estate of Martin ex rel. Jozwiak v. Metlife Ins. Co. USA, 2018 WL 563835 (W.D. Ky. Jan. 25, 2018.) [38]
21. Kaitlin Youell v. Magellan Health Servs. of N.M., Inc., 2018 WL 344959 (D. N. Mex. Jan. 9, 2018). [41]
22. Jian-Ming Zhao v. RelayRides, Inc., 2017 WL 6336082 (N.D. Cal. Dec. 12, 2017). [42]
23. Sleezer v. Podzic, 2017 WL 6025328 (N.D. Okla. Dec. 5, 2017). [43]
24. Archila v. Integon Nat'l Ins. Co., 2017 WL 5633103 (D. R.I. Nov. 21, 2017). [45]
25. Byrd v. Norman, 2017 WL 5986470 (M.D. La. Nov. 17, 2017). [48]
26. Vincent v. CitiMortgage, Inc., 2018 WL 5297949 (N.D. W. Va. Nov. 13, 2017). [49]
27. Basic Capital Mgmt., Inc. v. Dynex Capital, Inc., 2017 WL 5197145 (N.D. Tex. Nov. 7, 2017). [50]
28. Bayview Loan Servicing LLC v. Farzan, 2017 WL 5047900 (D. N.J. Nov. 3, 2017). [51]
29. Nevils v. CIT Bank, N.A., 2017 WL 4616905 (E.D. Mo. Oct. 16, 2017). [54]

30. Nw. Ry. Museum v. Indian Harbor Ins. Co., 2017 WL 446661 (W.D. Wash. Oct. 5, 2017). [56]
31. Mary v. Allstate Texas Lloyd's, 2017 WL 7735066 (N.D. Tex. Oct. 5, 2017). [57]
32. Padilla v. Am. Modern Home Ins. Co., 282 F. Supp. 3d 1234 (D. N. Mex. 2017). [60]
33. Franklin v. Lanter, 2017 WL 7194850 (S.D. Ohio Sept. 29, 2017). [61]
34. Marzette v. Charter Commc'ns, LLC, 2017 WL 4273305 (W.D. Ky. Sept. 26, 2017). [64]
35. Pho An, LLC v. Capital One, N.A., 2017 WL 4231137 (E.D. La. Sept. 25, 2017). [65]
36. Kaiser v. Fed Ex Cargo Claims Dep't, 2017 WL 4480743 (D. Minn. Sept. 21, 2017). [66]
37. Ford v. Jolly Shipping, Inc., 2017 WL 4451148 (S.D. Ala. Sept. 19, 2017). [68]
38. Villenurve v. New River Shopping Ctr., LLC, 2017 WL 5147659 (M.D. La. Sept. 14, 2017). [71]
39. Chapman v. Trinity Highway Prods., LLC, 2017 WL 3923554 (N.D. Ga. Sept. 7, 2017). [72]
40. Cherry v. Stallworth, 2017 WL 3868220 (S.D. Miss. Sept. 5, 2017. [74]
41. Hall v. Capers, 2017 WL 7805413 (S.D. Miss. Sept. 5, 2017. [75]
42. Macho v. First Nat'l Ins. Co. of Am., 2017 WL 3712906 (W.D. Wash. Aug. 29, 2017). [76]
43. Lighthouse Prop. Ins. Corp. v. Rogers, 2017 WL 3634593 (D. S.C. Aug. 22, 2017). [78]
44. Hoarau v. Safeco Ins. Co. of Am., 2017 WL 3328078 (D. Ariz. Aug. 4, 2017). [82]

45. Allison v. State Farm Mut. Auto. Ins. Co., 2017 WL 225992 (E.D. Pa. July 31, 2017). [85]
46. Leon v. Great Lakes Reinsurance (UK) SE, 2017 WL 7735212 (S.D. Tex. July 11, 2017). [98]
47. Hughes v. Flicker, 2017 WL 5643240 (S.D. Fla. Jul. 10, 2017). [100]
48. Petropolous v. FCA US, LLC, 2017 WL 2889303 (S.D. Ca. Jul. 7, 2017). [101]
49. Pylant v. Sedgwick Claims Mgmt. Servs., Inc., 2017 WL 3446536 (M.D. La. June 29, 2017). [102]
50. Mendoza v. J.P. Morgan Mortg. N.A., 2017 WL 2778250 (S.D. Tex. June 27, 2017). [103]
51. Koerner v. GEICO Cas. Co., 2017 WL 2180357 (M.D. Pa. May 18, 2017). [111]
52. Russo v. Wal-Mart Stores E., L.P., 2017 WL 1832341 (M.D. Pa. May 8, 2017). [113]
53. Lopez v. Allstate Texas Lloyd's, 2017 WL 1550520 (N.D. Tex. Apr. 28, 2017). [117]
54. Perez v. Allstate Texas Lloyd's, 2017 WL 1550517 (N.D. Tex. Apr. 28, 2017). [118]
55. Heyman v. Lincoln Nat'l Life Ins. Co., 2017 WL 3274452 (W.D. Ky. Apr. 27, 2017). [119]
56. Battaglia v. Shore Parkway Owner LLC, 249 F. Supp. 3d 668 (E.D. N.Y. 2017). [121]
57. Murray v. Murray, 2017 WL 1351407 (S.D. W.Va. Apr. 10, 2017). [123]
58. Dewey v. Geico Ins. Agency, Inc., 2017 WL 1316941 (D. Mont. Apr. 7, 2017). [125]
59. Lopez v. Allstate Texas Lloyd's, 2017 WL 5202883 (W.D. Tex. Apr. 6, 2017). [126]
60. De La Torre v. Allstate Texas Lloyd's, 2017 WL 5202880 (W.D. Tex. Apr. 6, 2017). [127]

61. Molina v. Allstate Texas Lloyd's, 2017 WL 5244451 (W.D. Tex. Apr. 6, 2017). [128]
62. Chaparro v. Allstate Texas Lloyd's, 2017 WL 1738401 (W.D. Tex. Apr. 6, 2017). [129]
63. Gaither v. Beam Partners, LLC, 2017 WL 121766 (E.D. Ky. Mar. 31, 2017). [130]
64. Bellman v. NXP Semiconductors USA, Inc., 248 F. Supp. 3d 1082 (D. N. Mex. 2017). [131]
65. Lobley v. Guebert, 2017 WL 1901796 (W.D. Ky. Mar. 22, 2017). [134]
66. Kier v. Lowery, 2017 WL 1015319 (N.D. Okla. Mar. 15, 2017). [136]
67. Patty v. FCA US, LLC, 2017 WL 950491 (E.D. Cal. Mar. 10, 2017). [138]
68. Jones v. G2 Secure Staff, LLC, 2017 WL 877293 (C.D. Cal. Mar. 6, 2017). [139]
69. Stiny v. Northrop Grumman Sys. Corp., 2017 WL 787114 (D.C. Cal. Mar. 1, 2017). [140]
70. Kriete Family Ins. Trust v. Pac. Life Ins. Co., 2017 WL 3273580 (E.D. Wis. Feb. 24, 2017). [141]
71. Avila Metro. Lloyds Ins. Co. of Tex., 2017 WL 1232529 (N.D. Tex. Feb. 21, 2017). [142]
72. Wilson v. Badejo, 2017 WL 663544 (E.D. Tenn. Feb. 17, 2017). [144]
73. Perry v. Safeco, 2017 WL 655172 (E.D. Va. Feb. 16, 2017). [145]
74. Picaretta v. Chief Oil & Gas, LLC, 2017 WL 468229 (M.D. Pa. Feb. 3, 2017). [149]
75. Prado v. Allstate Texas Lloyd's, 2017 WL 3274897 (W.D. Tex. Jan. 31, 2017). [151]
76 Poblano v. Allstate Texas Lloyd's, 2017 WL 3274896 (W.D. Tex. Jan. 31, 2017). [152]

77. Perez v. Allstate Texas Lloyd's, 2017 WL 3274894 (W.D. Tex. Jan. 31, 2017). [153]
78. Munoz v. Allstate Texas Lloyd's, 2017 WL 5178044 (W.D. Tex. Jan. 31, 2017). [154]
79. Rodriguez v. Allstate Texas Lloyd's, 2017 WL 3275573 (W.D. Tex. Jan. 31, 2017). [155]
80. Gutierrez v. Allstate Texas Lloyd's, 2017 WL 3274358 (W.D. Tex. Jan. 31, 2017). [156]
81. Garcia v. Allstate Texas Lloyd's, 2017 WL 3275563 (W.D. Tex. Jan. 31, 2017). [157]
82. Chavez v. Allstate Texas Lloyd's, 2017 WL 3274899 (W.D. Tex. Jan. 27, 2017). [159]
83. Flores v. Allstate Texas Lloyd's, 2017 WL 3275565 (W.D. Tex. Jan. 261, 2017). [161]
84. Vargas v. Allstate Texas Lloyd's, 2017 WL 5240901 (W.D. Tex. Jan. 26, 2017). [162]
85. Vasquez v. Allstate Texas Lloyd's, 2017 WL 515069 (W.D. Tex. Jan. 24, 2017). [163]
86. Sarabia v. Allstate Texas Lloyd's, 2017 WL 3274913 (W.D. Tex. Jan. 19, 2017). [165]
87. de la Torre v. Allstate Texas Lloyd's, 2017 WL 3275567 (W.D. Tex. Jan. 18, 2017). [166]
88. Sandoval v. Allstate Texas Lloyd's, 2017 WL 3275570 (W.D. Tex. Jan. 18, 2017). [167]
89. Medina v. Allstate Texas Lloyd's, 2017 WL 3288513 (N.D. Tex. Jan. 11, 2017). [169]
90. Martinez v. Allstate Texas Lloyd's, 2017 WL 3309096 (N.D. Tex. Jan. 11, 2017). [170]
91. Avalos v. Allstate Texas Lloyd's, 2017 WL 3275564 (W.D. Tex. Jan. 9, 2017). [172]

92. Ramirez v. Allstate Texas Lloyd's, 2017 WL 5244796 (W.D. Tex. Jan. 9, 2017). [172]
93. Contreras v. Allstate Texas Lloyd's, 2017 WL 3274901 (W.D. Tex. Jan. 6, 2017). [173]
94. Juarez v. Allstate Texas Lloyd's, 2017 WL 5150680 (W.D. Tex. Jan. 4, 2017). [174]
95. Saenz v. Allstate Texas Lloyd's, 2017 WL 3274891 (W.D. Tex. Jan. 3, 2017). [176]
96. Hernandez v. Allstate Texas Lloyd's, 2016 WL 10537607 (W.D. Tex. Dec. 22, 2016). [178]
97. Hernandez v. Allstate Texas Lloyd's, 2016 WL 10520960 (W.D. Tex. Dec. 22, 2016). [179]
98. Navarro v. Allstate Texas Lloyd's, 2016 WL 9414126 (W.D. Tex. Dec. 22, 2016). [180]
99. Maldonado v. Allstate Texas Lloyd's, 2016 WL 10537554 (W.D. Tex. Dec. 22, 2016). [181]
100. Gutierrez v. Allstate Texas Lloyd's, 2016 WL 9414114 (W.D. Tex. Dec. 21, 2016). [182]
101. Garcia v. Allstate Texas Lloyd's, 2016 WL 9414123 (W.D. Tex. Dec. 21, 2016). [183]
102. Woodside Credit, LLC v. Placencia, 2016 WL 9778194 (D. N.Mex. Dec. 19, 2016). [184]
103. Magana v. Allstate Vehicle & Prop. Ins. Co., 2016 WL 10935219 (S.D. Tex. Nov. 2, 2016). [193]
104. Barton v. Hurricane Assocs., LLC, 2016 WL 6123371 (M.D. Fla. Oct. 20, 2016). [198]
105. Craig v. MTD Prods. Co., 2016 WL 6090899 (E.D. Cal. Oct. 18, 2016). [199]
106. Alvidres v. Allstate Texas Lloyd's, 2016 WL 9415195 (S.D. Tex. Oct. 4, 2016). [200]

107. Three Pirates, LLC v. Shelton Bros., Inc., 2016 WL 6534523 (D. Or. Sept. 27, 2016). [201]
108. Jasper v. JPMorgan Chase Bank, N.A., 2016 WL 4207996 (Aug. 10, 2016). [206]
109. Amadu v. Bradshaw, 2016 WL 3676474 (D. N.J. July 11, 2016). [214]
110. Miller v. Draftkings, Inc., 2016 WL 3693467 (E.D. Tenn. June 30, 2016). [217]
111. W. Healthcare, LLC v. Nat'l Fire & Marine Ins. Co., 2016 WL 4098753 (N.D. Tex. June 29, 2016). [218]
112. Enters. v. Allen, 2016 WL 3512176 (E.D. N.Y. June 22, 2016). [220]
113. Bazan v. Lloyds, 2016 WL 3397643 (S.D. Tex. June 21, 2016). [221]
114. Team Express Distrib. LLC v. Junction Sols., Inc., 2016 WL 3081020 (W.D. Tex. May 31, 2016). [225]
115. Jones v. CLP Res., Inc., 2016 WL 8950063 (May 23, 2016). [227]
116. Lane v. Konnovitch, 2016 WL 2939531 (S.D. W. Va. May 19, 2016). [228]
117. Llaca v. State Farm Mut. Auto. Ins. Co., 2016 WL 1238009 (M.D. Fla. Mar. 30, 2016). [240]
118. Anctil v. Kick, 2016 WL 917901 (D. Mass. Mar. 10, 2016). [247]
119. Donovan v. Liberty Mut. Ins. Co., 2016 WL 890086 (M.D. Fla. Mar. 9, 2016). [248]
120. Holiday Drive-In, LLC v. Liberty Mut. Ins. Co., 2016 WL 8688837 (W.D. Ky. Mar. 4, 2016). [249]
121. Lowrimore v. Severn Trent Envtl. Servs., 2016 WL 799127 (E.D. Okla. Feb. 29, 2016). [250]
122. Chavez v. State Farm Lloyds, 2016 WL 641634 (S.D. Tex. Feb. 18, 2016). [254]

123. Lowe v. State Farm, Fire & Cas. Co., 2016 WL 818658 (M.D. Ala. Feb. 16, 2016). [255]
124. West Chester Univ. Found. v. Metlife Ins. Co., 2016 WL 492438 (E.D. Pa. Feb. 9, 2016). [258]
125. Manuel v. Winn-Dixie Montgomery, LLC, 2016 WL 8729338 (W.D. La. Jan. 8, 2016). [264]
126. Hockenbury v. Hanover Ins. Co., 2016 WL 54213 (W.D. Ok. Jan. 5, 2016). [266]
127. Patterson v. Menard, Inc., 2015 WL 12762272 (S.D. Iowa Dec. 22, 2015). [269]
128. Crooks v. State Farm Mut. Auto. Ins. Co., 2015 WL 8602519 (S.D. Ohio Dec. 14, 2015). [271]
129. Gonzalez v. Allstate Vehicle & Prop. Ins. Co., 2015 WL 13189653 (S.D. Tex. Dec. 4, 2015). [272]
130. Hoffman v. State Farm Fire & Cas. Co., 2015 WL 9581413 (M.D. La. Dec. 4, 2015). [273]
131. Police Jury Bossier Parish v. Blueford, 2015 WL 9312017 (W.D. La. Dec. 1, 2015). [274]
132. Ecker v. Liberty Mut. Ins. Co., 2015 WL 7568617 (D. S.C. Nov. 24, 2015). [275]
133. Andrews v. Camping World Inc., 2015 WL 7770681 (S.D. Ala. Nov. 16, 2015). [277]
134. Angulo v. Allstate Texas Lloyds, 2015 WL 13203460 (S.D. Tex. Nov. 13, 2015). [278]
135. Villarreal v. State Farm Lloyds, 2015 WL 5838876 (S.D. Tex. Oct. 7, 2015). [289]
136. Aboujaoude v. Adidas AG, 2015 WL 5884840 (C.D. Cal. Oct. 6, 2015). [290]
137. Brown v. Globe Life & Accident Ins. Co., 2015 WL 6459698 (M.D. La. Sept. 29, 2015). [294]

138. Valdez v. State Farm Lloyds, 2015 WL 13203457 (S.D. Tex. Sept. 25, 2015). [295]
139. Lee v. Wells Fargo Bank, N.A., 2015 WL 5618869 (C.D. Cal. Sept. 24, 2015). [296]
140. Se. Bus. Network, Inc. v. Sec. Life of Denver Ins. Co., 2015 WL 5092624 (S.D. Ga. Aug. 27, 2015). [298]
141. Hamptons v. Metrowest Condos. Ass'n v. Nationwide Prop. & Cas. Ins., 2015 WL 5021684 (M.D. Fla. Aug. 24, 2015). [360]
142. Lendl v. State Farm Mut. Auto. Ins. Co., 2015 WL 12912367 (C.D. Cal. Aug. 14, 2015). [362]
143. C & S Roofing and Fencing, LLC v. State Farm & Cas. Co., 2015 WL 4770857 (W.D. Okla. Aug. 12, 2015). [363]
144. James v. Santander Consumer USA, Inc., 2015 WL 4770924 (D. Md. Aug. 12, 2015). [364]
145. Longmire v. Allstate Prop. & Cas. Ins. Co., 2015 WL 12856095 (M.D. Fla. Aug. 10, 2015). [365]
146. Jones v. N.C. Dep't of Transp., 2015 WL 4663875 (W.D. N. C. Aug. 6, 2015). [367]
147. Coralluzzo v. Darden Rests., Inc., 2015 WL 4713275 (E.D. Pa. Aug. 6, 2015). [368]
148. Boyd v. State Farm Fire & Cas. Co., 2015 WL 4647206 (W.D. Okla. Aug. 4, 2015). [369]
149. McGrath v. City of Albuquerque, 2015 WL 4994735 (D. N.M. July 31, 2015). [370]
150. Carter v. G.E. Transp., 2015 WL 4487 961 (W.D. Mo. July 23, 2015). [373]
151. Zipline Logistics, LLC v. Powers & Stinson, Inc., 2015 WL 4465323 (E.D. Oh. July 21, 2015). [375]
152. Nationstar v. Mejia, 2015 WL 12830461 (E.D. Va. July 8, 2015). [377]

153. Jenkins v. Douglas, 2015 WL 3973080 (E. D. Ky. June 30, 2015). [380]
154. De La Rosa v. Reliable, Inc., 2015 WL 4042202 (D. N.M. June 27, 2015). [381]
155. B Dubs, LLC v. Scottsdale Ins. Co., 2015 WL 3651014 (M.D. La. June 11, 2015). [383]
156. Educ. Mgmt. Servs. LLC v. Cadero, 2015 WL 12734068 (W.D. Tex. May 22, 2015). [390]
157. Mitzefield v. Safeco Ins. Co., 2015 WL 11348283 (S.D. Fla. May 22, 2015). [391]
158. N.M. ex rel. v. Balderas v. Valley Meat Co., LLC, 2015 WL 3544288 (D. N.M May 20, 2015). [392]
159. Bele v. 21st Century Centennial Ins. Co., 2015 WL 3875491 (M.D. Fla. May 15, 2015). [394]
160. Green v. Allstate Ins Co., 2015 WL 11233460 (N.D. Ga. May 15, 2015). [395]
161. Waters v. Electrolux Home Prods., Inc., 2015 WL 1914616 (N.D. W. Va. Apr. 27, 2015). [402]
162. Evans v. Johnson & Johnson, 2015 WL 1650402 (S.D. W.Va. Apr. 14, 2015). [405]
163. Kraft v. Johnson & Johnson, 2015 WL 1546814 (S.D. W.Va. Apr. 8, 2015). [407]
164. Seymour v. Johnson & Johnson, 2015 WL 1565657 (S.D. W.Va. Apr. 8, 2015). [408]
165. Huston v. Johnson & Johnson, 2015 WL 16565648 (S.D. W.Va. Apr. 8, 2015). [409]
166. Central Bank v. Jerrolds, 2015 WL 1486368 (W.D. Tenn. Mar. 31, 2015). [411]
167. Brazell v. Gen. Motors, LLC, 2015 WL 1486932 (D. S.C. Mar. 30, 2015). [413]

168. Fraternidad Internacional Asambleas De Dios Autonomas Hispanas, Inc. v. Gen. Council of the Assemblies of God, 2015 WL 1445740 (D. P. Rico Mar. 30, 2015). [414]
169. Graham v. Troncoso, 2015 WL 1568433 (D. N. Mex. Mar. 30, 2015). [416]
170. Johnson v. Twin City Fire Ins. Co., 2015 WL 1442644 (D. Ariz. Mar. 27, 2015). [418]
171. Clark v. Unum Life Ins. Co., 2015 WL 1403936 (M.D. Fla. Mar. 26, 2015). [419]
172. Smith v. Ream, 2015 WL 1309764 (S.D. Ala. Mar. 24, 2105). [420]
173. Clark v. State Farm Fire and Cas. Co., 2015 WL 1247011 (M.D. La. Mar. 18, 2015). [423]
174. Jimenez v. State Farm Lloyds, 2015 WL 13188304 (S.D. Tex. Mar. 9, 2015). [426]
175. Chateau Village North Condo. Ass'n v. Am. Family Mut. Ins. Co., 2015 WL 1064627 (D. Colo. Mar. 9, 2015). [427]
176. Erickson v. Liberty Mut. Ins. Co. 2015 WL 13202710 (D. Ariz. Mar. 4, 2015). [428]
177. Bullock v. Am. Fidelity Assurance Co., 2015 WL 906001 (E.D. Ky. Mar. 3, 2015). [429]
178. Arteaga v. Macy's W. Stores, Inc., 2015 WL 847134 (C.D. Cal. Feb. 26, 2015). [430]
179. McDaniel v. Loya, 304 F.R.D. 617 (D. N. Mex. Jan. 29, 2015). [432]
180. Zozaya v. Standard Ins. Co., 2015 WL 11118066 (D. N. Mex. Jan. 26, 2015). [433]
181. Rodriguez v. Lloyds, 2015 WL 13203453 (S.D. Tex. Jan. 21, 2015). [434]
182. Cleveland v. W. Ridge Acad., 2015 WL 164592 (E. D. Cal. Jan. 13, 2015). [435]

183. Steele v. DynCorp Int'l, LLC, 2015 WL 170411 (N.D. Tex. Jan. 12, 2105). [436]
184. Al. Space Science Exhibit Comm'n v. Odysseia Co., Ltd., 2015 WL 13622153 (Jan. 8, 2015). [437]
185. Rodriguez v. Allstate Texas Lloyds, 2015 WL 13203455 (S.D. Tex. Jan. 8, 2015). [438]
186. Gonzalez v. Allstate Texas Lloyds, 2014 WL 12680692 (S.D. Tex. Dec. 30, 2014). [439]
187. Suarez v. Allstate Texas Lloyds, 2014 WL 12678355 (S.D. Tex. Dec. 30, 2014). [440]
188. Manibhadra, Inc. v. Aspen Ins. UK Ltd., 2014 WL 7246858 (D. Kan. Dec. 17, 2014). [442]
189. Rich v. State Farm Fire & Cas. Co., 2014 WL 7140539 (S.D. Cal. Dec. 12, 2014). [444]
190. Lieb v. Allstate Prop. & Cas. Ins. Co., 2014 WL 6988676 (E. D. Penn. Dec. 10, 2014). [447]
191. Cantu v. Lloyds, 2014 WL 12680691 (S.D. Tex. Dec. 9, 2014). [448]
192. Spanier v. Freeh, 2014 WL 6687323 (M.D. Penn. Nov. 26, 2014). [452]
193. Lo v. St. George's Univ., 2014 WL 6673849 (E.D. N.Y. Nov. 24, 2104). [455]
194. Ford v. United Parcel Serv., Inc., 2014 WL 6491446 (N.D. Tex. Nov. 20, 2014). [457]
195. Graves v. Standard Ins. Co., 2014 WL 5803071 (W.D. Ky. Nov. 7, 2014). [458]
196. Tucker v. Equifirst Corp., 2014 WL 5759070 (S.D. Ala. Nov. 6, 2014). [459]
197. Netzer v. Union Carbide Corp., 2014 WL 5587040 (D. Md. Oct. 31, 2014). [461]

198. Jackson v. Cooper Tire & Rubber Co., 2014 WL 5488790 (M.D. Tenn. Oct. 29, 2014). [463]
199. Saul v. West Am. Ins. Co., 2014 WL 12701125 (D. N. Mex. Oct. 17, 2014). [465]
200. Bell v. Allstate Ins. Co., 2014 WL 4976344 (M.D. La. Oct. 2, 2014). [470]
201. Manney v. Reichert, 2014 WL 4805046 (E.D. N.Y. Sept. 26, 2014). [471]
202. Dubose v. Allstate Fire & Cas. Ins. Co., 2014 WL 12488580 (W.D. Tex. Sept. 18, 2014). [472]
203. Cleveland v. W. Ridge Acad., 2014 WL 4660990 (E.D. Cal. Sept. 17, 2014). [473]
204. Singleton v. Progressive Direct Ins. Co., 49 F. Supp. 3d 988 (N.D. Okla. 2014). [474]
205. Silverman v. Unum Life Ins. Co., 2014 WL 12576610 (N.D. Ga. Aug. 27, 2014). [476]
206. Ford v. United Parcel Serv., Inc., 2014 WL 4105956 (N.D. Tex. Aug. 21, 2014). [477]
207. Kelly v. Amylin Pharm., LLC, 2014 WL 12496549 (S.D. Cal. Aug. 8, 2014). [481]
208. Patel v. Nike Retail Servs., Inc., 58 F. Supp. 3d 1032 (N.D. Cal. 2014). [483]
209. Feng v. Philadelphia Indem. Ins. Co., 2014 WL 12705060 (D. N.M. July 3, 2014). [484]
210. Fortenberry v. Prine, 2014 WL 2993668 (S.D. Miss. July 2, 2014). [486]
211. Arrington v. State Farm Ins. Co., 2014 WL 2961104 (M.D. Ala. July 1, 2014). [487]
212. Spriggs v. Phoenix Ins. Co., 2014 WL 2944067 (N.D. Okla. June 27, 2014). [488]

213. Paros Props. LLC v. Colo. Cas. Ins. Co., 2014 WL 2875042 (D. Colo. June 24, 2014). [493]
214. Carter v. Nat'l City Mortg., Inc., 2014 WL 2862953 (N.D. W.Va. June 24, 2104). [494]
215. Martin v. Gov't Emps. Ins. Co., 2014 WL 1269702 (M.D. Fla. June 6, 2014). [496]
216. Lopez v. State Farm Lloyds, 2014 WL 12679714 (S.D. Tex. May 29, 2014). [497]
217. Davis v. Bank of Am., N.A., 2014 WL 12769692 (N.D. Miss. May 23, 2014). [499]
218. Alliant Credit Union v. Allied Sols., LLC, 2014 WL 2115330 (N.D. Iowa May 21, 2014). [500]
219. Carter-Read Co., LLC v. Demulder, 2014 WL 2048298 (D. Utah May 19, 2014). [501]
220. Senn v. State Farm Mut. Auto. Ins. C., 2014 WL 12741208 (M.D. Ala. May 12, 2014). [502]
221. Manley v. Ford Motor Co., 17 F. Supp. 3d 1375 (N.D. Ga. 2014). [505]
222. Kimble v. Am. First Ins. Co., 2014 WL 1761556 (M.D. La. Apr. 28, 2014). [509]
223. Woods v. Nationwide Ins. Co., 2014 WL 1660380 (N.D. W.Va. Apr. 25, 2014). [510]
224. Estate of Brown v. Affiliated Workers Assoc., 2014 WL 1261048 (S.D. Iowa Apr. 25, 2014). [511]
225. Thrasher v. Windsor Quality Food Co., 2014 WL 1572411 (N.D. Okla. Apr. 18, 2014). [514]
226. Castillo v. Ford Motor Co., 2014 WL 1466854 (C.D. Cal. Apr. 14, 2014). [516]
227. Garcia v. Wal-Mart Stores E., L.P., 2014 WL 1333208 (D.C. Md. Apr. 3, 2014). [521]

228. Intermountain Consulting Grp., Inc. v. Guar. Ins. Co., 2014 WL 1350326 (M.D. Fla. Mar. 31, 2014). [522]
229. Chek v. State Farm Fire & Cas. Co., 2014 WL 12680676 (E.D. N.C. Mar. 17, 2014). [524]
230. Hunt v. Walter A. Smith Enters., 2014 WL 991783 (W.D. Ky. Mar. 13, 2014). [526]
231. Manshack v. Ocwen Loan Servicing, LLC, 2014 WL 869252 (W.D. La. Mar. 5, 2014). [527]
232. Hudak v. Travelers Home and Marine Ins., 2014 WL 713411 (N.D. Ala. Feb. 21, 2014). [529]
233. Brewer v. Geico, 2014 WL 241756 (W.D. Pa. Jan. 22, 2104). [532]
234. Worley v. Fender, 2014 WL 222723 (S.D. Ill. Jan 21. 2014). [535]
235. Geiman v. N. Ky. Water Dist., 2014 WL 12573717 (E.D. Ky. Jan. 16, 2014). [536]
236. Minissale v. State Farm Fire & Cas. Co., 988 F. Supp. 2d 472 (E.D. Pa. 2013). [542]
237. Phillips v. Lincare Inc., 2013 WL 6689361 (D. Colo. Dec. 19, 2013). [543]
238. Campbell v. Elder Chrysler-Dodge-Jeep, LLC., 2013 WL 6490327 (W.D. La. Dec. 10, 2013). [544]
239. Flores-Duenas v. Briones, 2013 WL 6503537 (D. N. Mex. Dec. 1, 2013). [545]
240. Wilt v. Depositors Ins. Co., 2013 WL 6195768 (M.D. Fla. Nov. 26, 2013). [546]
241. Thornton v. Racetrac Petroleum, Inc., 2013 WL 11330885 (N.D. Tex. Nov. 22, 2013). [547]
242. The Travelers Home & Marina Ins. Co. v. Calhoun, 2013 WL 12148861 (M.D. Fla. Oct. 25, 2013). [555]
243. Basham v. Am. Nat'l Cty. Mut. Ins. Co., 979 F. Supp. 2d 883 (W.D. Ark. 2013). [556]

244. Gann Props., LP v. Costas, 2013 WL 5754372 (Oct. 21, 2013). [558]
245. Bencosme v. Target Corp. 20133 WL 12051021 (S.D. Fla. Oct. 16, 2013). [559]
246. Messier v. Ace Am. Ins. Co., 2013 WL 5423716 (D. R.I. Sept. 26, 2013). [561]
247. Coates v. Nationwide Ins. Co., 2013 WL 5224004 (E.D. Pa. Sept. 16, 2013). [564]
248. Lambert v. Liberty Mut. Fire Ins. Co., 2013 WL 4890638 (M.D. La. Sept. 11, 2013). [565]
249. Alvarez v. Allstate Texas Lloyds. 2013 WL 12140287 (S.D. Tex. Sept. 6, 2013). [568]
250. Coburn v. Int'l Paper Co., 2013 WL 4776481 (W.D. La. Sept. 4, 2013). [569]
251. Garcia v. Kellogg USA, Inc., 2013 WL 4735169 (S.D. Tex. Sept. 3, 2013). [570]
252. Gabriel v. Allstate Texas Lloyds, 2013 WL 12140286 (S.D. Tex. Aug. 30, 2013).[572]
253. Johnson v. State Farm Fire & Cas. Co., 2013 WL 4607548 (S.D. Ala. Aug. 29, 2013). [573]
254. Manney v. Intergroove Media GMBH, 2015 WL 4495190 (E.D. N.Y. Aug. 19. 2013). [574]
255. Mazza v. Peerless Indem. Ins. Co., 2015 WL 4014569 (E.D. Pa. Aug. 7, 2013). [575]
256. Talison v. Allstate Prop. & Cas. Ins. Co., 2013 WL 12180824 (E.D. Mich. Aug. 7, 2013). [576]
257. Hatchigian v. State Farm Ins. Co., 2013 WL 3479436 (E.D. Pa. July 11, 2013). [581]
258. Lewis v. J.P. Morgan Chase Bank, N.A., 2013 WL 3490817 (M.D. La. July 10, 2013). [583]

259. Noyola v. State Farm Lloyds, 2013 WL 3353963 (S.D. Tex. July 3, 2013). [584]
260. Zamora v. State Farm Lloyds, 2013 WL 1214082 (S.D. Tex. July 3, 2013). [585]
261. Trigo v. State Farm Lloyds, 2013 WL 12140284 (S.D. Tex. July 3, 2013). [586]
262. Northington v. State Farm Fire & Cas. Co., 2013 WL 12310902 (N.D. Ala. June 28, 2013). [588]
263. Sallee v. Ford Motor Co., 2013 WL 3280325 (M.D. Ala. June 27, 2013). [589]
264. Addison Automatics, Inc. v. Hartford Cas. Ins. Co., 2013 WL 12155314 (N.D. Ill. June 25, 2013). [590]
265. New W. Health Servs. v. Express Scripts Sr. Care, Inc., 2013 WL 2563043 (D. Mont. June 11, 2013). [594]
266. You Fit, Inc. v. Pleasanton Fitness, LLC, 2013 WL 2449497 (M.D. Fla. June 5, 2013). [596]
267. Dimartino v. USAA Cas. Ins. Co., 2013 WL 12155340 (E.D. Pa. May 20, 2013). [600]
268. Garcia v. Geovera Specialty Ins. Co., 2013 WL 1967799 (S.D. Tex. May 10, 2013). [602]
269. Santiago v. State Farm Lloyds, 2013 WL 1880845 (S.D. Tex. May 3, 2013). [603]
270. ECR Software Corp. v. Zaldivar, 2013 WL 1742676 (W.D. N.C. Apr. 23, 2013). [607]
271. Burnett v. Petroleum Geo-Servs., Inc., 2013 WL 1723011 (N.D. Tex. Apr. 22, 2013). [608]
272. Kochmer v. Fid. Nat'l Ttile Ins. Co., 2013 WL 1716019 (M.D. Pa. Apr. 19, 2013). [609]
273. Reichel v. McKesson Corp., 2013 WL 12173919 (N.D. Cal. Mar. 25, 2013). [613]

274. Clifton v. Nationstar Mortg., LLC, 2013 WL 789958 (D. S.C. Mar. 4, 2013). [615]
275. Legend Real Estate Servs. Corp. v. Chartis Specialty Ins. Co., 2013 WL 12321298 (D. Or. Mar. 1, 2013). [617]
276. Sims v. AT & T Mobility Servs. LLC, 2013 WL 753496 (E.D. Cal. Feb. 27, 2013). [619]
277. Daniels v. Wells Fargo Home Mortg., 2013 WL 1222413 (S.D. Tex. Feb. 21, 2013). [62]
278. Cty. of Wyo., W. Va. v. U.S. Bank Nat. Ass'n, N.A., 2013 WL 622144 (S.D. W.Va. Feb. 19, 2013). [622]
279. Lever v. Jackson Nat'l Life Ins. Co., 2013 WL 436210 (D. S.C. Feb. 5, 2013). [624]
280. Wells v. Michelin N. Am., Inc., 2013 WL 12123371 (S.D. Miss. Jan. 23, 2013). [629]
281. Ross v. Safeco Ins. Co., 2013 WL 12250349 (W.D. Ky. Jan. 16, 2013). [631]
282. Sherman v. Nationwide Mut. Ins. Co., 2013 WL 550265 (D. Mont. Jan. 15, 2013). [632]
283. Carneal v. Travelers Cas. Ins. of Am., 2013 WL 85148 (W.D. Ky. Jan. 7, 2013). [634]

Table E

Other Cases (12 Total)

1.	**Bank of New York v. Consiglio, 2017 WL 9480197 (D. Conn. Oct. 2, 2017).** The magistrate recommended remand, finding that defendant's allegations of plaintiff's "gamesmanship" do not relate to an improper effort to defeat diversity jurisdiction, but rather to the merits and conduct of the state court foreclosure action." Id. at *4. The magistrate's report and recommendation were adopted, 2017 WL 4948069 (D. Conn. Nov. 1, 2017). See Case No. 14 in Table A. [59]
\ 2.	**Caires v. JPMorgan Chase Bank N.A., 2016 WL 8673145 (S.D. N.Y. Nov. 4, 2016).** The magistrate recommended remand, finding that the removing counterplaintiff failed to demonstrate bad faith forum manipulation by the counterdefendant. The magistrate's report and recommendation were adopted, 2017 WL 384696 (Jan. 27, 2017) See Case No. 50 in Table A. [192]
3.	**Lopez v. Allied Packing & Supply, Inc., 2016 WL 3068392 (N.D. Cal. June 1, 2016).** The district court denied plaintiff's motion for attorneys' fees pursuant to 28 U.S.C. § 1447(c). The district court had previously remanded the case. 2016 WL 1176395 (N.D. Cal. Mar. 28, 2016). See Case No. 47 in Table C. [224]
4.	**Calkins v. USAA Cas. Ins. Co., 2016 WL M.D. Fla. May 10, 2016).** The opinion addressed plaintiff's motion to amend the complaint after the case had been removed more than one year after commencement. [230]

5.	**Bajaba, LLC v. Gen. Steel Domestic Sales, LLC, 2015 WL 3448422 (W.D. Ark. May 29, 2105).** Plaintiff sued diverse seller of a steel building and the seller's non-diverse authorized dealer and builder. More than two years later, plaintiff moved to non-suit the non-diverse defendants for lack of service. The diverse defendant then removed. The district court remanded, finding no bad faith on the part of the plaintiff. The court noted that plaintiff had attempted to locate and serve the non-diverse defendants. Defendant moved to reconsider and the district court affirmed its remand. This opinion ruled upon defendant's motion to reconsider its earlier order remanding the case. 2014 WL 5363905 (W.D. Ark. Oct. 21, 2014). See Case No. 102 in Table A. [387]
6.	**Gore v. Robertson, 2015 WL 11112415 (M.D. La. May 27, 2015).** This is the magistrate's report and recommendation which was rejected by the district court. 2015 WL 5749459 (M.D. La. Sept. 30, 2015). See Case No. 62 in Table C. [388]
7.	**Fruge v. Burlington Res. Oil & Gas Co. L.P., 2015 WL 4131353 (W.D. La. Mar. 30, 2015).** This opinion contains the magistrate's memorandum order, which was affirmed by the district court. (W.D. La. July 7, 2015). See Case # 85 in Table A. [412]
8.	**Wiles v. Cat, 2014 WL 12591891 (N.D. W. Va. June 27, 2014).** The case was commenced in 2011 and removed in 2013. The district court found that the JVCA was inapplicable. [489]
9.	**Darragh v. Nationwide Mut. Fire Is. Co., 2014 WL 4791992 (M.D. Fla. Apr. 29, 2014).** The magistrate judge recommended denial of the motion to remand. It found plaintiff's bad faith insurance claim was a separate and independent claim that was timely removed. The district court rejected he magistrate's report and recommendation in part and remanded the case, finding that the bad faith claim was not timely removed because it was part of the case that was commenced eight years earlier in state court. 2014 WL 4791993 (M.D. Fla. Sept. 24, 2014). [507]

10.	**Housing & Tax Consultants, LLC v. Olsen, 2013 WL 6074129 (N.D. Okla. Nov. 18, 2013).** The case was commenced before 2012, so the district court found the "bad faith" exception inapplicable and the defendant's removal untimely. [549]
11.	**Verduzco v. Ford Motor Co., 2013 WL 5739094 (E.D. Cal. Oct. 22, 2013).** This case was a CAFA case to which the one-year bar is inapplicable. [557]
12.	**Allen v. Resto, 2013 WL 5532785 (E.D. La. Oct. 4, 2013).** The court ruled on plaintiff's motion to reconsider dismissal of plaintiff's case. [560]