KeyCite Yellow Flag - Negative Treatment
Declined to Extend by Parson v. Johnson & Johnson, 10th Cir.(Okla.), April 11, 2014

133 S.Ct. 1345
Supreme Court of the United States

The STANDARD FIRE INSURANCE COMPANY, Petitioner
v.
Greg KNOWLES.

No. 11–1450.
|
Argued Jan. 7, 2013.
|
Decided March 19, 2013.

Synopsis

Background: Insured brought proposed class action against insurer in state court, alleging that it had breached homeowner's insurance contracts by failing to pay certain general contractor fees, and attaching an affidavit stipulating that he would not seek damages for the class in excess of $5 million in the aggregate. Following removal pursuant to the Class Action Fairness Act (CAFA), insured filed motion to remand. The United States District Court for the Western District of Arkansas, P.K. Holmes, III, J., 2011 WL 6013024, granted the motion. After the Eighth Circuit Court of Appeals declined to hear insurer's interlocutory appeal, 2012 WL 3828891, and denied rehearing and rehearing en banc, 2012 WL 3828845, certiorari was granted.

[Holding:] The Supreme Court, Justice Breyer, held that a class-action plaintiff who stipulates, prior to certification of the class, that he and the class he seeks to represent will not seek damages that exceed $5 million in total does not thereby prevent removal of the case under CAFA, abrogating *Rolwing v. Nestle Holdings, Inc.*, 666 F.3d 1069.

Vacated and remanded.

West Headnotes (9)

[1] Federal Courts
Class and derivative actions
170B Federal Courts
170BVI Controversies Between Citizens of Different States; Diversity Jurisdiction
170BVI(B) Particular Cases, Contexts, and Questions
170Bk2422 Coplaintiffs and Codefendants; Complete Diversity
170Bk2425 Class and derivative actions (Formerly 170Bk288)

Class Action Fairness Act (CAFA) provides the federal district courts with original jurisdiction to hear a class action if the class has more than 100 members, the parties are minimally diverse, and the matter in controversy exceeds $5 million in sum or value. 28 U.S.C.A. § 1332(d)(2), (d)(5)(B).

187 Cases that cite this headnote

[2] Federal Courts
Representative or class actions
170B Federal Courts
170BVII Jurisdictional Amount; Amount in Controversy
170Bk2520 Aggregation or Joinder of Claims or Demands
170Bk2523 Particular Claims or Demands
170Bk2523(2) Representative or class actions (Formerly 170Bk346)

To determine whether the matter in controversy exceeds the $5 million jurisdictional threshold of the Class Action Fairness Act (CAFA), the claims of the individual class members, both named or unnamed, who fall within the definition of the proposed or certified class, must be aggregated. 28 U.S.C.A. § 1332(d)(1)(D), (d)(2), (d)(5)(B), (d)(6).

97 Cases that cite this headnote

[3] Federal Courts
Representative or class actions
170B Federal Courts
170BVII Jurisdictional Amount; Amount in Controversy
170Bk2520 Aggregation or Joinder of Claims or Demands
170Bk2523 Particular Claims or Demands
170Bk2523(2) Representative or class actions

(Formerly 170Bk346)

Class-action plaintiff who stipulates, prior to certification of the class, that he and the class he seeks to represent will not seek damages that exceed $5 million in total does not thereby remove the case from the scope of the Class Action Fairness Act (CAFA); abrogating *Rolwing v. Nestle Holdings, Inc.*, 666 F.3d 1069. 28 U.S.C.A. § 1332(d)(2), (d)(5).

82 Cases that cite this headnote

[4] Federal Civil Procedure

Class Actions

170A Federal Civil Procedure
170AII Parties
170AII(D) Class Actions
170AII(D)1 In General
170Ak161 In general

Plaintiff who files a proposed class action cannot legally bind members of the proposed class before the class is certified.

122 Cases that cite this headnote

[5] Stipulations

Persons not parties to stipulation

363 Stipulations
363k15 Conclusiveness and Effect
363k17 Persons Concluded
363k17(2) Persons not parties to stipulation
(Formerly 170Ak171)

Precertification stipulation made by proposed class representative did not bind anyone but himself.

59 Cases that cite this headnote

[6] Removal of Cases

Condition of case

334 Removal of Cases
334I Power to Remove and Right of Removal in General
334k15 Condition of case

For purposes of removal jurisdiction, court's inquiry is limited to examining case as of the time it was filed in state court.

30 Cases that cite this headnote

[7] Federal Courts

Representative or class actions

170B Federal Courts
170BVII Jurisdictional Amount; Amount in Controversy
170Bk2520 Aggregation or Joinder of Claims or Demands
170Bk2523 Particular Claims or Demands
170Bk2523(2) Representative or class actions
(Formerly 170Bk346)

Class Action Fairness Act (CAFA) does not forbid the federal court to consider, for purposes of determining the amount in controversy, the very real possibility that a nonbinding, amount-limiting stipulation may not survive the class certification process. 28 U.S.C.A. § 1332(d)(2), (d)(5).

41 Cases that cite this headnote

[8] Federal Courts

Class and derivative actions

170B Federal Courts
170BVI Controversies Between Citizens of Different States; Diversity Jurisdiction
170BVI(B) Particular Cases, Contexts, and Questions
170Bk2422 Coplaintiffs and Codefendants; Complete Diversity
170Bk2425 Class and derivative actions
(Formerly 170Bk288)

Primary objective of the Class Action Fairness Act (CAFA) is to ensure federal court consideration of interstate cases of national importance. 28 U.S.C.A. §§ 1332(d), 1453.

47 Cases that cite this headnote

[9] Removal of Cases

Allegations and prayers in pleadings

Removal of Cases

Want of jurisdiction or of cause for removal

334 Removal of Cases
334V Amount or Value in Controversy
334k75 Allegations and prayers in pleadings
334 Removal of Cases
334VII Remand or Dismissal of Case
334k101 Grounds for Remand

334k102 Want of jurisdiction or of cause for removal

Federal courts permit individual plaintiffs, who are the masters of their complaints, to avoid removal to federal court, and to obtain a remand to state court, by stipulating, via a binding affidavit or stipulation, to amounts at issue that fall below the federal jurisdictional requirement.

84 Cases that cite this headnote

**1346 *Syllabus* *

The Class Action Fairness Act of 2005 (CAFA) gives federal district courts original jurisdiction over class actions in which, among other things, the matter in controversy exceeds $5 million in sum or value, 28 U.S.C. § 1332(d)(2), (d)(5), and provides that to determine whether a matter exceeds that amount the "claims of the individual class members must be aggregated," § 1332(d)(6). When respondent Knowles filed a proposed class action in Arkansas state court against petitioner Standard Fire Insurance Company, he stipulated that he and the class would seek less than $5 million in damages. Pointing to CAFA, petitioner removed the case to the Federal District Court, but it remanded to the state court, concluding that the amount in controversy fell below the CAFA threshold in light of Knowles' stipulation, even though it found that the amount would have fallen above the threshold absent the stipulation. The Eighth Circuit declined to hear petitioner's appeal.

Held : Knowles' stipulation does not defeat federal jurisdiction under CAFA. Pp. 1348 – 1351.

(a) Here, the precertification stipulation can tie Knowles' hands because stipulations are binding on the party who makes them, see *Christian Legal Soc. Chapter of Univ. of Cal., Hastings College of Law v. Martinez,* 561 U.S. ——, 130 S.Ct. 2971, 177 L.Ed.2d 838. However, the stipulation does not speak for those Knowles purports to represent, for a plaintiff who files a proposed class action cannot legally bind members of the proposed class before the class is certified. See *Smith v. Bayer Corp.,* 564 U.S. ——, ——, 131 S.Ct. 2368, 180 L.Ed.2d 341. Because Knowles lacked authority to concede the amount in controversy for absent class members, the District Court wrongly concluded that his stipulation could overcome its finding that the CAFA jurisdictional threshold had been met. Pp. 1348 – 1349.

(b) Knowles concedes that federal jurisdiction cannot be based on contingent future events. Yet, because a stipulation must be binding and a named plaintiff cannot bind precertification class members, the amount he stipulated is in effect contingent. CAFA does not forbid a federal court to consider the possibility that a nonbinding, amount-limiting, stipulation may not survive the class certification process. To hold otherwise would, for CAFA jurisdictional purposes, treat a nonbinding stipulation as if it were binding, exalt form over substance, and run counter to CAFA's objective: ensuring "Federal court consideration of interstate cases of national importance." § 2(b)(2), 119 Stat. 5.

It may be simpler for a federal district court to value the amount in controversy on the basis of a stipulation, but **1347 ignoring a nonbinding stipulation merely requires the federal judge to do what she must do in cases with no stipulation: aggregate the individual class members' claims. While individual plaintiffs may avoid removal to federal court by stipulating to amounts that fall below the federal jurisdictional threshold, the key characteristic of such stipulations—missing here—is that they are legally binding on all plaintiffs. Pp. 1348 – 1351.

Vacated and remanded.

BREYER, J., delivered the opinion for a unanimous Court.

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Opinion

Justice BREYER delivered the opinion of the Court.

***590** The Class Action Fairness Act of 2005 (CAFA) provides that the federal "district courts shall have original jurisdiction" over a civil "class action" if, among other things, the "matter in controversy exceeds the sum or value of $5,000,000." 28 U.S.C. § 1332(d)(2), (d)(5). The statute adds that "to determine whether the matter in controversy exceeds the sum or value of $5,000,000," the "claims of the individual class members shall be aggregated." § 1332(d)(6).

The question presented concerns a class-action plaintiff who stipulates, prior to certification of the class, that he, and the class he seeks to represent, will not seek damages that exceed $5 million in total. Does that stipulation remove the case from CAFA's scope? In our view, it does not.

I

In April 2011 respondent, Greg Knowles, filed this proposed class action in an Arkansas state court against petitioner, the Standard Fire Insurance Company. Knowles claimed that, when the company had made certain homeowner's insurance loss payments, it had unlawfully failed to ***591** include a general contractor fee. And Knowles sought to certify a class of "hundreds, and possibly thousands" of similarly harmed Arkansas policyholders. App. to Pet. for Cert. 66. In describing the relief sought, the complaint says that the "Plaintiff and Class stipulate they will seek to recover total aggregate damages of less than five million dollars." *Id.,* at 60. An attached affidavit stipulates that Knowles "will not at any time during this case ... seek damages for the class ... in excess of $5,000,000 in the aggregate." *Id.,* at 75.

****1348** On May 18, 2011, the company, pointing to CAFA's jurisdictional provision, removed the case to Federal District Court. See 28 U.S.C. § 1332(d); § 1453. Knowles argued for remand on the ground that the District Court lacked jurisdiction. He claimed that the "sum or value" of the "amount in controversy" fell beneath the $5 million threshold. App. to Pet. for Cert. 2. On the basis of evidence presented by the company, the District Court found that that the "sum or value" of the "amount in controversy" would, in the absence of the stipulation, have fallen just above the $5 million threshold. *Id.,* at 2, 8. Nonetheless, in light of Knowles' stipulation, the court concluded that the amount fell beneath the threshold. The court consequently ordered the case remanded to the state court. *Id.,* at 15.

The company appealed from the remand order, but the Eighth Circuit declined to hear the appeal. *Id.,* at 1. See 28 U.S.C. § 1453(c)(1) (2006 ed., Supp. V) (providing discretion to hear an appeal from a remand order). The company petitioned for a writ of certiorari. And, in light of divergent views in the lower courts, we granted the writ. Compare *Frederick v. Hartford Underwriters Ins. Co.,* 683 F.3d 1242, 1247 (C.A.10 2012) (a proposed class-action representative's "attempt to limit damages in the complaint is not dispositive when determining the amount in controversy"); with *Rolwing v. Nestle Holdings, Inc.,* 666 F.3d 1069, 1072 (C.A.8 2012) (a precertification "binding stipulation limiting damages ***592** sought to an amount not exceeding $5 million can be used to defeat CAFA jurisdiction").

II

[1] **[2]** CAFA provides the federal district courts with "original jurisdiction" to hear a "class action" if the class has more than 100 members, the parties are minimally diverse, and the "matter in controversy exceeds the sum or value of $5,000,000." 28 U.S.C. § 1332(d)(2), (d)(5)(B). To "determine whether the matter in controversy" exceeds that sum, "the claims of the individual class members shall be aggregated." § 1332(d)(6). And those "class members" include "persons (named or unnamed) who fall within the definition of the *proposed* or certified class." § 1332(d)(1)(D) (emphasis added).

[3] As applied here, the statute tells the District Court to determine whether it has jurisdiction by adding up the value of the claim of each person who falls within the definition of Knowles' proposed class and determine whether the resulting sum exceeds $5 million. If so, there is jurisdiction and the court may proceed with the case. The District Court in this case found that resulting sum would have exceeded $5 million *but for* the stipulation. And we must decide whether the stipulation makes a critical difference.

In our view, it does not. Our reason is a simple one: Stipulations must be binding. See 9 J. Wigmore, Evidence § 2588, p. 821 (J. Chadbourn rev.1981) (defining a "judicial

admission or stipulation" as an "express waiver made ... by the party or his attorney conceding for the purposes of the trial the truth of some alleged fact" (emphasis deleted)); *Christian Legal Soc. Chapter of Univ. of Cal., Hastings College of Law v. Martinez,* 561 U.S. ——, ——, 130 S.Ct. 2971, 2983, 177 L.Ed.2d 838 (2010) (describing a stipulation as " 'binding and conclusive' " and " 'not subject to subsequent variation' " (quoting 83 C.J. S., Stipulations § 93 (2000))); 9 Wigmore, *supra,* § 2590, at 822 (the "vital feature" of a judicial admission is "universally conceded to be its *conclusiveness* upon the party making it"). The stipulation ***593** Knowles proffered to the District Court, however, ****1349** does not speak for those he purports to represent.

[4] That is because a plaintiff who files a proposed class action cannot legally bind members of the proposed class before the class is certified. See *Smith v. Bayer Corp.,* 564 U.S. ——, ——, 131 S.Ct. 2368, 2380, 180 L.Ed.2d 341 (2011) ("Neither a proposed class action nor a rejected class action may bind nonparties"); *id.,* at ——, 131 S.Ct., at 2379 (" '[A] nonnamed class member is [not] a party to the class-action litigation *before the class is certified* ' " (quoting *Devlin v. Scardelletti,* 536 U.S. 1, 16, n. 1, 122 S.Ct. 2005, 153 L.Ed.2d 27 (2002) (SCALIA, J., dissenting))); Brief for Respondent 12 (conceding that "a damages limitation ... cannot have a binding effect on the merits of absent class members' claims unless and until the class is certified").

[5] **[6]** Because his precertification stipulation does not bind anyone but himself, Knowles has not reduced the value of the putative class members' claims. For jurisdictional purposes, our inquiry is limited to examining the case "as of the time it was filed in state court," *Wisconsin Dept. of Corrections v. Schacht,* 524 U.S. 381, 390, 118 S.Ct. 2047, 141 L.Ed.2d 364 (1998). At that point, Knowles lacked the authority to concede the amount-in-controversy issue for the absent class members. The Federal District Court, therefore, wrongly concluded that Knowles' precertification stipulation could overcome its finding that the CAFA jurisdictional threshold had been met.

Knowles concedes that "[f]ederal jurisdiction cannot be based on contingent future events." Brief for Respondent 20. Yet the two legal principles to which we have just referred—that stipulations must be binding and that a named plaintiff cannot bind precertification class members—mean that the amount to which Knowles has stipulated is in effect contingent. If, for example, as Knowles' complaint asserts, "hundreds, and possibly thousands" of persons in Arkansas have similar claims, App. to Pet. for Cert. 66, and if each of those claims places a significant sum in controversy, the state court might certify the class and permit the case to proceed, but only on ***594** the condition that the stipulation be excised. Or a court might find that Knowles is an inadequate representative due to the artificial cap he purports to impose on the class' recovery. *E.g., Back Doctors Ltd. v. Metropolitan Property & Cas. Ins. Co.,* 637 F.3d 827, 830–831 (C.A.7 2011) (noting a class representative's fiduciary duty not to "throw away what could be a major component of the class's recovery"). Similarly, another class member could intervene with an amended complaint (without a stipulation), and the District Court might permit the action to proceed with a new representative. See 5 A. Conte & H. Newberg, Class Actions § 16:7, p. 154 (4th ed. 2002) ("[M]embers of a class have a right to intervene if their interests are not adequately represented by existing parties"). Even were these possibilities remote in Knowles' own case, there is no reason to think them farfetched in other cases where similar stipulations could have more dramatic amount-lowering effects.

The strongest counterargument, we believe, takes a syllogistic form: First, *this* complaint contains a presently nonbinding stipulation that the class will seek damages that amount to less than $5 million. Second, if the state court eventually certifies that class, the stipulation will bind those who choose to remain as class members. Third, if the state court eventually insists upon modification of the stipulation (thereby permitting class members to obtain more than $5 million), it will have in effect ****1350** created a new, *different* case. Fourth, CAFA, however, permits the federal court to consider only the complaint that the plaintiff has filed, *i.e., this* complaint, not a new, modified (or amended) complaint that might eventually emerge.

[7] **[8]** Our problem with this argument lies in its conclusion. We do not agree that CAFA forbids the federal court to consider, for purposes of determining the amount in controversy, the very real possibility that a nonbinding, amount-limiting, stipulation may not survive the class certification process. This potential outcome does not result in the creation of a new ***595** case not now before the federal court. To hold otherwise would, for CAFA jurisdictional purposes, treat a nonbinding stipulation as if it were binding, exalt form over substance, and run directly counter to CAFA's primary objective: ensuring "Federal court consideration of interstate cases of national importance." § 2(b)(2), 119 Stat.

5. It would also have the effect of allowing the subdivision of a $100 million action into 21 just–below–$5–million state-court actions simply by including nonbinding stipulations; such an outcome would squarely conflict with the statute's objective.

We agree with Knowles that a federal district court might find it simpler to value the amount in controversy on the basis of a stipulation than to aggregate the value of the individual claims of all who meet the class description. We also agree that, when judges must decide jurisdictional matters, simplicity is a virtue. See *Hertz Corp. v. Friend,* 559 U.S. 77, 94, 130 S.Ct. 1181, 175 L.Ed.2d 1029 (2010). But to ignore a nonbinding stipulation does no more than require the federal judge to do what she must do in cases without a stipulation and what the statute requires, namely "aggregat[e]" the "claims of the individual class members." 28 U.S.C. § 1332(d)(6).

[9] Knowles also points out that federal courts permit individual plaintiffs, who are the masters of their complaints, to avoid removal to federal court, and to obtain a remand to state court, by stipulating to amounts at issue that fall below the federal jurisdictional requirement. That is so. See *St. Paul Mercury Indemnity Co. v. Red Cab Co.,* 303 U.S. 283, 294, 58 S.Ct. 586, 82 L.Ed. 845 (1938) ("If [a plaintiff] does not desire to try his case in the federal court he may resort to the expedient of suing for less than the jurisdictional amount, and though he would be justly entitled to more, the defendant cannot remove"). But the key characteristic about those stipulations is that they are legally binding on all plaintiffs. See 14AA C. Wright, A. Miller, & E. Cooper, Federal Practice and Procedure § 3702.1, p. 335 (4th ed.2011) (federal court, as condition for remand, can insist on a "*binding* affidavit or stipulation ***596** that the plaintiff will continue to claim less than the jurisdictional amount" (emphasis added)). That essential feature is missing here, as Knowles cannot yet bind the absent class.

Knowles argues in the alternative that a stipulation is binding to the extent it limits attorney's fees so that the amount in controversy remains below the CAFA threshold. We do not consider this issue because Knowles' stipulation did not provide for that option.

In sum, the stipulation at issue here can tie Knowles' hands, but it does not resolve the amount-in-controversy question in light of his inability to bind the rest of the class. For this reason, we believe the District Court, when following the statute to aggregate the proposed class members' claims, should have ignored that stipulation. Because it did not, we vacate the judgment below and remand the case for ****1351** further proceedings consistent with this opinion.

It is so ordered.

All Citations

568 U.S. 588, 133 S.Ct. 1345, 185 L.Ed.2d 439, 81 USLW 4187, 13 Cal. Daily Op. Serv. 3004, 2013 Daily Journal D.A.R. 3546, 24 Fla. L. Weekly Fed. S 85

Footnotes

* The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.,* 200 U.S. 321, 337, 26 S.Ct. 282, 50 L.Ed. 499.

Negative Treatment

Negative Citing References (24)

The KeyCited document has been negatively referenced by the following events or decisions in other litigation or proceedings:

Treatment	Title	Date	Type	Depth	Headnote(s)
Declined to Extend by	1. Deaver v. BBVA Compass Consulting and Benefits, Inc. 946 F.Supp.2d 982 , N.D.Cal. LABOR AND EMPLOYMENT - Hours and Wages. Employee's state law wage and hour class action did not satisfy amount in controversy required for removal jurisdiction.	May 17, 2013	Case		3 5 9 S.Ct.
Declined to Extend by	2. Scimone v. Carnival Corp. 720 F.3d 876 , 11th Cir.(Fla.) TORTS - Removal. Class Action Fairness Act removal jurisdiction is lacking unless plaintiffs proposed to try 100 or more persons' claims jointly.	July 01, 2013	Case		1 3 4 S.Ct.
Declined to Extend by	3. Maximo v. Aspen Contracting California LLC 2013 WL 4536820 , C.D.Cal. Julie Barrera Courtroom Clerk Before the Court is a Motion to Remand (Dkt.8) filed by Plaintiff Richard Maximo ("Plaintiff"). After reviewing the motion, opposition, reply, and...	Aug. 26, 2013	Case		3 5 7 S.Ct.
Declined to Extend by	4. Parson v. Johnson & Johnson MOST NEGATIVE 749 F.3d 879 , 10th Cir.(Okla.) LITIGATION - Removal. Separate lawsuits could not be removed as “mass action” under the Class Action Fairness Act (CAFA).	Apr. 11, 2014	Case		4 8 S.Ct.
Declined to Extend by	5. In re Avandia Marketing, Sales Practices and Products Liability Litigation 2014 WL 2011597 , E.D.Pa. Before the Court are Motions to Remand 53 cases to California state courts. The cases at issue are multi-plaintiff claims initially filed in California state courts against...	May 15, 2014	Case		4 S.Ct.
Declined to Extend by	6. Cox v. Holcomb Family Ltd. Partnership 2014 WL 5462022 , D.Or. Magistrate Judge Stewart issued a Findings and Recommendation [87] on August 8th, 2014. First, she recommends that the Court grant Plaintiffs' Motion for Leave to File a First...	Oct. 26, 2014	Case		—
Declined to Extend by	7. Epps v. Wal-Mart Stores, Inc. 307 F.R.D. 487 , E.D.Ark. COMMERCIAL LAW - Class Actions. Offer of full relief to named plaintiffs did not moot customers' putative class action against store.	May 21, 2015	Case		3 4 5 S.Ct.
Distinguished by	8. Cicero-Berwyn Elks Lodge No. 1510 v. Philadelphia Ins. Co.	Apr. 04, 2013	Case		—

Treatment	Title	Date	Type	Depth	Headnote(s)
	2013 WL 1385675 , N.D.Ill. Plaintiffs, thirteen local lodges of the Benevolent and Protective Order of Elks, filed this suit in the Circuit Court of Cook County, Illinois, on behalf of themselves and a...				
Distinguished by	9. Svoboda v. Smith & Nephew, Inc. 943 F.Supp.2d 1018 , E.D.Mo. LITIGATION - Removal. Time period for filing notice of removal was not triggered by filing of motion for leave to file amended complaint.	May 06, 2013	Case		3 S.Ct.
Distinguished by	10. Henry v. Michael Stores, Inc. 2013 WL 2208070 , N.D.Ohio Plaintiff William Henry moves to remand this putative class action to state court. Henry says that the Defendant, Michaels Stores, Inc., failed to file its notice of removal in a...	May 20, 2013	Case		3 S.Ct.
Distinguished by	11. Curts v. Waggin' Train, LLC 2013 WL 2319358 , W.D.Mo. Pending is Plaintiff's Motion to Remand. (Doc. # 13). The Motion is granted. Plaintiff initiated this suit in the Circuit Court of Jackson County, Missouri, on February 4, 2013....	May 28, 2013	Case		3 4 5 S.Ct.
Distinguished by	12. Smith v. Lux Retail North America, Inc. 2013 WL 2932243 , N.D.Cal. Under the Class Action Fairness Act, defendant removed to federal court and plaintiff moves to remand. Inasmuch as the amount plausibly in controversy is less than five million...	June 13, 2013	Case		—
Distinguished by	13. Ullman v. Safeway Ins. Co. 995 F.Supp.2d 1196 , D.N.M. INSURANCE - Removal. Tortfeasor was not procedurally misjoined in insured's putative class action against insurer.	Dec. 31, 2013	Case		3 7 S.Ct.
Distinguished by	14. Zepeda v. PayPal, Inc. 2014 WL 1653246 , N.D.Cal. In this putative class action, non-parties Reginald Burgess ("Burgess"), Lacy Reintsma, Caleb Reintsma, Amy Rickel, Fred Rickel, and Colette Tapia ("Putative Interveners") seek...	Apr. 23, 2014	Case		3 S.Ct.
Distinguished by	15. Lang v. State Farm Fire and Cas. Co. 23 F.Supp.3d 661 , E.D.La. LITIGATION - Removal. Stipulation limiting damages to $75,000 total award, including penalties and attorney fees precluded removal.	May 29, 2014	Case		3 4 S.Ct.
Distinguished by	16. Patel v. Nike Retail Services, Inc. 58 F.Supp.3d 1032 , N.D.Cal. LABOR AND EMPLOYMENT - Jurisdiction. Representative employee's and California's potential PAGA penalties would be aggregated when evaluating diversity jurisdiction.#	July 21, 2014	Case		2 7 9 S.Ct.

Treatment	Title	Date	Type	Depth	Headnote(s)
Distinguished by	17. Ferrara v. 21st Century North America Ins. Co. 2014 WL 3889470 , D.Ariz. Pending before the Court is Ms. Ferrara's Motion to Remand to State Court. (Doc. 15). Magistrate Judge Ferraro issued a Report and Recommendation on June 11, 2014 (Doc. 29, hereby...	Aug. 07, 2014	Case		7 S.Ct.
Distinguished by	18. Glassical Creations, Inc. v. Canter 2015 WL 4127912 , C.D.Cal. ANEL HUERTA Deputy Clerk On May 8, 2015, Glassical Creations, Inc. ("Glassical") filed an unlawful detainer action against defendants Deborah Canter, Jenifer Canter, Patricia...	July 07, 2015	Case		3 4 S.Ct.
Distinguished by	19. Bickerstaff v. Suntrust Bank 788 S.E.2d 787 , Ga. FINANCE AND BANKING — Class Actions. Bank depositor's complaint, constituting timely notice to bank of rejection of arbitration, tolled deadline for putative class members to give...	July 08, 2016	Case		3 4 5 S.Ct.
Distinguished by	20. Folweiler Chiropractic, PS v. Allstate Fire & Casualty Insurance Company 2016 WL 8650483 , W.D.Wash. This matter comes before the Court on plaintiff Folweiler Chiropractic, PS's "Motion for Remand." Dkt. # 34. Having reviewed the materials submitted by the parties, and the...	July 25, 2016	Case		3 4 S.Ct.
Distinguished by	21. Ritenour v. Carrington Mortgage Services LLC 228 F.Supp.3d 1025 , C.D.Cal. LABOR AND EMPLOYMENT — Class Actions. Employer met its burden of establishing that CAFA's amount-in-controversy requirement was met, and thus that remand was not warranted.	Jan. 05, 2017	Case		3 S.Ct.
Distinguished by	22. Jackson v. First Niagara Bank, N.A. 2017 WL 4217394 , D.Conn. Scott D. Jackson, Commissioner of the State of Connecticut Department of Labor ("Plaintiff"), brought this suit under his statutory authority under Conn. Gen. Stat. § 31-72 to...	Sep. 22, 2017	Case		9 S.Ct.
Distinguished by	23. Camp v. Home Depot U.S.A. Inc. 2019 WL 3367988 , N.D.Cal. Plaintiffs Delmer Camp and Adriana Correa filed this putative class action in the Superior Court of California, Santa Clara. The operative complaint asserts state law claims...	July 26, 2019	Case		3 S.Ct.
Distinguished by	24. Flores v. Safeway, Inc. 2019 WL 4849488 , W.D.Wash. This matter comes before the Court on the report and recommendation of the Honorable J. Richard Creatura, United States Magistrate Judge (Dkt. No. 16). Having thoroughly considered...	Oct. 01, 2019	Case		3 S.Ct.

History (8)

Direct History (6)

1. Knowles v. Standard Fire Ins. Co.
2011 WL 6013024 , W.D.Ark. , Dec. 02, 2011

Leave to Appeal Denied by

2. Knowles v. Standard Fire Ins. Co.
2012 WL 3828891 , 8th Cir.(Ark.) , Jan. 04, 2012

Rehearing and Rehearing en Banc Denied by

3. Knowles v. Standard Fire Ins. Co.
2012 WL 3828845 , 8th Cir.(Ark.) , Mar. 01, 2012

AND Certiorari Granted by

4. Standard Fire Ins. Co. v. Knowles
567 U.S. 964 , U.S. , Aug. 31, 2012

AND Vacated and Remanded by

5. Standard Fire Ins. Co. v. Knowles
568 U.S. 588 , U.S. , Mar. 19, 2013

On Remand to

6. Knowles v. Standard Fire Ins. Co.
2013 WL 3968490 , W.D.Ark. , Aug. 02, 2013

Related References (2)

7. Knowles v. Standard Fire Ins. Co.
2013 WL 6497097 , W.D.Ark. , Dec. 11, 2013

8. Knowles v. Standard Fire Ins. Co.
2014 WL 852012 , W.D.Ark. , Mar. 05, 2014