

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

JAMES T. DAWES

Plaintiff

VS.

CAMERON MUTUAL INSURANCE
CO.

Defendant

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NO: 3:08CV00111 SWW

ORDER

On June 3, 2008, James Dawes (“Dawes”), proceeding *pro se*, commenced action in state court. Defendant Cameron Mutual Insurance Co. (“Cameron”) removed the case to this federal court on July 25, 2008. Now before the Court is Dawes’s motion for remand (docket entry #10) and Cameron’s response in opposition (docket entry #11). After careful consideration, and for the reasons that follow, the motion for remand will be denied.

To effect removal, a defendant must give written notice of removal to all adverse parties promptly after filing the notice of removal in federal court. *See* 28 U.S.C. § 1446(d). In support of remand, Dawes claims that removal of this action was “devious and illegal” because Cameron initially mailed its written notice of removal to the wrong address. Cameron admits its mistake but states that it did not intentionally deliver the notice to the wrong address. Additionally, the record shows that on August 18, 2008, immediately after defense counsel learned about the mailing error, Cameron successfully delivered written notice of removal to Dawes’s residence.

Nothing in the record indicates that Cameron failed to give Dawes prompt, written notice of removal or that Dawes will suffer any prejudice as a result of Cameron's initial mailing error. Accordingly, the motion for remand (docket entry #10) is DENIED.

IT IS SO ORDERED THIS 12TH DAY OF SEPTEMBER, 2008.

/s/Susan Webber Wright
UNITED STATES DISTRICT JUDGE