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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JERRY TRAHAN,

Plaintiff,

No. C 09-03111 JSW

v.

**NOTICE OF QUESTIONS FOR
HEARING**

U.S. BANK NATIONAL ASSOCIATION,

Defendant.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE
NOTICE OF THE FOLLOWING QUESTIONS FOR THE HEARING SCHEDULED ON
DECEMBER 13, 2013, AT 9:00 A.M.:

The Court has reviewed the parties' papers and, thus, does not wish to hear the parties reargue matters addressed in those pleadings. If the parties intend to rely on authorities not cited in their briefs, they are ORDERED to notify the Court and opposing counsel of these authorities reasonably in advance of the hearing and to make copies available at the hearing. If the parties submit such additional authorities, they are ORDERED to submit the citations to the authorities only, with reference to pin cites and without argument or additional briefing. *Cf.* N.D. Civil Local Rule 7-3(d). The parties will be given the opportunity at oral argument to explain their reliance on such authority. The Court suggests that associates or of counsel attorneys who are

1 working on this case be permitted to address some or all of the Court's questions contained
2 herein.

- 3 1. Now that the class has been certified, is Mr. Trahan willing to enter into a binding
4 stipulation that the amount in controversy is less than \$5,000,000, either as to damages
5 or as to attorneys fees? *See Standard Fire Ins. Co. v. Knowles*, – U.S. –, 133 S.Ct. 1345,
6 at 1350 (2013) (declining to reach issue of whether a stipulation limiting attorneys' fees
7 would be binding).
- 8 2. Does Mr. Trahan assert that the allegations in the First Amended Complaint regarding
9 the amount in controversy, which was filed before the class was certified, are now
10 binding? If so, on what authority does he rely to support that position?
- 11 3. Does U.S. Bank concede that a motion can put a defendant on notice that a case is or has
12 become removable. *See* 28 U.S.C. § 1446(b)(3); *see also Williams v. Ruan Transport*
13 *Corp.*, 2013 WL 5492205 (E.D. Cal. Oct. 2, 2013) (noting that motion for class
14 certification and motion for default judgment would have put defendant on notice of
15 class size for purposes of removal under CAFA).

16 **IT IS SO ORDERED.**

17 Dated: December 11, 2013

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20 JEFFREY S. WHITE
21 UNITED STATES DISTRICT JUDGE
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