

437 (S.D.N.Y. 2006)). “District courts within this Circuit, . . . have consistently interpreted the statute as requiring that all defendants consent to removal within the statutory thirty-day period, a requirement known as the rule of unanimity.” *Pietrangelo v. Alvas Corp.*, 686 F.3d 62, 66 (2d Cir. 2012) (internal quotation marks and citation omitted). Although the Second Circuit “[has] not yet advised what form a consent to removal must take,” the court in *Pietrangelo* “agree[d] . . . that the remaining defendants must independently express their consent to removal.” 686 F.3d at 66 (citations omitted); cf. *Nat’l Waste Assocs, LLC v. TD Bank, N.A.*, No. 3:10-cv-289, 2010 U.S. Dist. LEXIS 46730, at *15 (D. Conn. May 12, 2010) (“[C]ourts within this District have adhered to strict construction of the removal statute, enforcing the written consent requirement of the unanimity rule when ruling on a motion to remand.”) (citations omitted). This Court has authority to raise the issue of unanimity sua sponte. See, e.g., *Bank of Am. Nat’l Ass’n v. Derisme*, No. 3:10-cv-900, 2010 U.S. Dist. LEXIS 82361, at *25 (D. Conn. Aug. 13, 2010) (noting that the court has “the authority under 28 U.S.C. § 1447(c) to remand the case sua sponte based upon a procedural defect.”) (citing *Mitskovski v. Buffalo & Fort Erie Pub. Bridge Auth.*, 435 F.3d 127, 131 (2d Cir. 2006)). Although there are certain exceptions to the requirement of unanimity, see *Edelman*, 535 F. Supp. 2d at 293, none of them apply in this case. The Removing Defendants assert in the Notice of Removal that “The Defendants were served with a copy of the Summons and Complaint on March 25, 2014.” [Dkt. 1 at 2.] The Court also notes that the state court docket indicates that both the Removing Defendants and the Non-removing Defendants were served prior to removal. See

