

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ROBERTO L. MONDONEDO

Plaintiff

v.

SCOTT MARTELL, et al.

Defendants

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Civil No. **PJM 11-353**

MEMORANDUM OPINION

This Memorandum Opinion addresses Defendants Webber's and Martell's Motion to Dismiss [Documents No. 8 and 13].

Plaintiff Mondonedo brought a claim for \$5,750 in the District Court of Maryland for Prince George's County against Martell, an employee of Frito Lay, Inc. (Mondonedo's former employer), and Webber, a business agent for Teamsters Local Union No. 639 (the "Union"). Webber removed the action to this Court pursuant to 28 U.S.C. § 1441(b).¹

The gist of Mondonedo's Complaint is that he was wrongfully terminated by Frito-Lay on January 21, 2009. He alleges that the terms and conditions of his employment were covered by a collective bargaining agreement such that, when he was wrongfully terminated, the Union, through Webber, filed a grievance on his behalf. Prior to an arbitration hearing of the grievance, Frito Lay made a settlement offer in the amount of \$5,750. Mondonedo rejected the offer and the Union decided not to go forward with the arbitration. Approximately one year later, on

¹ Under 28 U.S.C. § 1441(b), "[A]ny civil action of which the district courts have original jurisdiction founded on a claim or right arising under the Constitution, treaties or laws of the United States shall be removable without regard to the citizenship or residence of the parties. Any other such action shall be removable only if none of the parties in interest properly joined and served as defendants is a citizen of the State in which such action is brought."

