

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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 JOHN ARETAKIS, :
 :
 Plaintiff. :
 :
 -against- :
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 UNITED AIRLINES, INC., *et al.*, :
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 Defendants. :
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 VITALIANO, D.J.

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 US DISTRICT COURT E.D.N.Y.
 JUL 17 2017
 BROOKLYN OFFICE

MEMORANDUM & ORDER
15-cv-6313 (ENV) (JO)

On or about June 25, 2015, plaintiff John Aretakis, appearing *pro se*, commenced this action for negligence and breach of contract against defendants United Airlines, Inc. (“United”) and Cheapcaribbean.Com, Inc. (“Cheapcaribbean”) in the Civil Court of the City of New York, Kings County. *See* Dkt. No. 1. United, on November 4, 2015, removed that action here. *Id.*; *see also* Dkt. No. 1-2 (Cheapcaribbean joining in removal). Following multiple conferences and motion practice, the remand sought by plaintiff was ordered on February 3, 2016. Dkt. No. 22.

Shortly thereafter, on March 8, 2016, Aretakis contacted Magistrate Judge Orenstein by letter, essentially seeking costs in connection with removal and remand, which would be in line with relief available under 28 U.S.C. § 1447(c). Dkt. No. 23; *see also* Dkt. No. 24 (November 14, 2016 letter stating the same). On January 9, 2017, Magistrate Judge Orenstein directed plaintiff to submit documentation in support of his request for costs arising from defendants’ improper removal. Dkt. No. 2. Compliance by Aretakis with that directive was timely. *See* Dkt. Nos. 28 & 29. The motion was heard on February 8, 2017. At the hearing, Judge Orenstein stated his intention to recommend that the court order defendants to reimburse Aretakis “approximately \$588 in costs” arising from United’s unwarranted removal and the Court’s remand to state court in February 2016. Next, Judge Orenstein directed the parties to confer as to the possibility of a consensual resolution of the matter,

but promised a report and recommendation (“R&R”) in due course should the parties fail to reach consensus. In the absence of that consensus, the R&R issued on June 23, 2017. Dkt. No. 37. Judge Orenstein’s R&R recommended that Aretakis’s request be granted to the extent that United be ordered to reimburse Aretakis reasonable costs in the total amount of \$558.08. *Id.*

With notice given of the time to object, *see id.* at 7, no party has filed an objection to the R&R, and the time to do so has passed. In accordance with the applicable clear-error standard of review, *see Dafeng Hengwei Textile Co. v. Aceco Indus. & Commercial Corp.*, 54 F. Supp. 3d 279, 283 (E.D.N.Y. 2014), the Court has carefully reviewed Judge Orenstein’s R&R, and finds it to be correct, well-reasoned, and free of any clear error. The Court, therefore, adopts it, in its entirety, as the opinion of the Court.

Conclusion

For the foregoing reasons, Magistrate Judge Orenstein’s R&R, Dkt. No. 37, dated June 23, 2017, is adopted, in its entirety, as the opinion of the Court. Plaintiff’s motion for costs, Dkt. No. 28, is granted, and Aretakis is awarded costs against United in the amount of \$558.08.

The Clerk of Court is directed to tax this cost against United. The case shall remain on the closed docket.

So Ordered.

Dated: Brooklyn, New York
July 14, 2017

/s/ USDJ ERIC N. VITALIANO

ERIC N. VITALIANO
United States District Judge