

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

STEVE G. PATSOUREAS,	:	CIVIL ACTION NO. 1:17-CV-555
	:	
Plaintiff	:	(Chief Judge Conner)
	:	
v.	:	
	:	
CHOICE HOTELS INTERNATIONAL,	:	
COMFORT SUITES, and SNK	:	
HOTELS, INC.,	:	
	:	
Defendants	:	

ORDER

AND NOW, this 24th day of July, 2017, upon consideration of the motion (Doc. 10) to remand filed by plaintiff Steve G. Patsoureas (“Patsoureas”), wherein Patsoureas avers that the amount in controversy *sub judice* is less than \$75,000, precluding federal jurisdiction, (*id.* at 2), and further upon consideration of the response (Doc. 17) of defendants Choice Hotels International, Comfort Suites, and SNK Hotels, Inc.¹ (“Choice Hotels”), wherein Choice Hotels remonstrate that Patsoureas pleads damages of at least \$50,000 based on Pennsylvania law, (Doc. 17 at 3); *see* 42 PA. STAT. & CONS. STAT. ANN. § 7361(a)-(b), an amount sufficient for federal jurisdiction, (Doc. 17 at 4-8), and the court observing that as the parties asserting jurisdiction, Choice Hotels bear the burden of proving that the matter is properly before the federal court, *see* Frederico v. Home Depot, 507 F.3d 188, 193

¹ Defendants aver that “SNK Hotels, LLC” is the correct name for SNK Hotels, Inc. and that “Comfort Suites” is a fictitious trade name. (Doc. 17 at 1 n.1). For the sake of brevity, the court will refer to defendants as “Choice Hotels.”

(3d Cir. 2007) (citations omitted); Steel Valley Auth. v. Union Switch & Signal Div., 809 F.2d 1006, 1010 (3d Cir. 1987) (citing Abels v. State Farm Fire & Cas. Co., 770 F.2d 26, 29 (3d Cir. 1985)); and that they must establish that the instant matter is between citizens of different states and that the amount in controversy, exclusive of interest and costs, exceeds \$75,000, see 28 U.S.C. § 1332(a); and that the parties do not dispute diversity of citizenship, (see Doc. 14; Doc. 17 at 4), and the court further observing that a plaintiff cannot destroy jurisdiction after removal by merely stipulating to damages below the jurisdictional threshold, Angus v. Shiley Inc., 989 F.2d 142, 145 (3d Cir. 1993) (citing St. Paul Mercury Indem. Co. v. Red Cab Co., 303 U.S. 283, 292 (1938)), and that we must evaluate an open-ended claim, such as the one pled herein, not by the low end of the claim, but rather by a reasonable reading of the value of the plaintiff's damages, id. at 146 (citations omitted); Rigney v. Felicia, 433 F. Supp. 2d 534, 537 (E.D. Pa. 2006), such that we may remand only if we determine that Patsoureas cannot recover the jurisdictional amount to a “legal certainty,” see Frederico, 507 F.3d at 196-99 (citing Samuel-Bassett v. KIA Motors America, Inc., 357 F.3d 392, 398; Red Cab, 303 U.S. at 586), and the court noting that Patsoureas does not plead specific damages in his complaint, only damages in excess of the mandatory arbitration amount, which is \$50,000 (Doc. 2 at 7), and the court agreeing with Choice Hotels, (see Doc. 17-4), that a reasonable reading of the complaint indicates that Patsoureas's medical and lost income damages could be

greater than \$75,000, see Rigney, 433 F. Supp. 2d at 537, and the court concluding that the complaint does not demonstrate that Patsoureas's damages could not exceed the jurisdictional threshold to a legal certainty, see Frederico, 507 F.3d at 199, it is hereby ORDERED that the motion (Doc. 10) for remand is DENIED.

/S/ CHRISTOPHER C. CONNER
Christopher C. Conner, Chief Judge
United States District Court
Middle District of Pennsylvania