

1
2 UNITED STATES DISTRICT COURT
3 WESTERN DISTRICT OF WASHINGTON
4 AT TACOMA

4 PATRICK LENHART,

5 Plaintiff,

6 v.

7 MID-CENTURY INSURANCE
8 COMPANY,

8 Defendant.

CASE NO. C18-5039 BHS

ORDER DENYING PLAINTIFF'S
MOTION TO REMAND

9
10 This matter comes before the Court on Plaintiff Patrick Lenhart's ("Lenhart")
11 motion to remand (Dkt. 7). The Court has considered the pleadings filed in support of and
12 in opposition to the motion and the remainder of the file and hereby denies the motion for
13 the reasons stated herein.

14 **I. PROCEDURAL AND FACTUAL HISTORY**

15 In 2004, Lenhart was injured in an automobile accident. Dkt. 1-3, ¶ 3.2. Although
16 Mid-Century Insurance Company ("Mid-Century") initially paid for Lenhart's medical
17 treatments, it stopped paying for further treatments in 2005. *Id.* ¶ 3.19. In December
18 2014, the parties engaged in arbitration that resulted in an award of medical bills and lost
19 income to Lenhart. *Id.* ¶ 3.23. The arbitrator awarded Lenhart \$14,053 in medical bills
20 and \$19,292.61 in lost income. *Id.* ¶ 3.25.

21 On December 8, 2017, Lenhart filed a complaint against Mid-Century in Clark
22 County Superior Court for the State of Washington. *Id.* Lenhart asserts claims for

1 breach of contract, breach of good faith, a violation of Washington’s Consumer
2 Protection Act, and a violation of Washington’s Insurance Fair Conduct Act (“IFCA”).
3 *Id.* In this case, Lenhart seeks “treble damages, attorney fees, costs, expenses,
4 prejudgment interest and other compensatory or exemplary damages as the jury feels is
5 just.” *Id.* ¶ 7.2.

6 On January 17, 2018, Mid-Century removed the matter to this Court asserting that
7 Lenhart is seeking more than \$75,000 in damages. Dkt. 1, ¶ 8.

8 On February 16, 2018, Lenhart moved to remand. Dkt. 7. On March 19, 2018,
9 Mid-Century responded. Dkt. 9. On March 23, 2018, Lenhart replied. Dkt. 11.

10 II. DISCUSSION

11 Under 28 U.S.C. § 1441, any civil action brought in state court over which the
12 federal district courts have original jurisdiction may be removed to the federal district
13 court for the district where the action is pending. 28 U.S.C. § 1441(a). There is a “strong
14 presumption” against removal and “[f]ederal jurisdiction must be rejected if there is any
15 doubt as to the right of removal in the first instance.” *Gaus v. Miles, Inc.*, 980 F.2d 564,
16 566 (9th Cir. 1992). “The ‘strong presumption’ against removal jurisdiction means that
17 the defendant always has the burden of establishing that removal is proper.” *Id.* “If at
18 any time before final judgment it appears that the district court lacks subject matter
19 jurisdiction, the case shall be remanded.” 28 U.S.C. § 1447(c).

20 Where, as here, “the complaint does not demand a dollar amount, the removing
21 defendant bears the burden of proving by a preponderance of the evidence that the
22 amount in controversy exceeds [\$75,000].” *Singer v. State Farm Mut. Auto. Ins. Co.*, 116

1 F.3d 373, 376 (9th Cir. 1997). To meet its burden, the defendant “must provide evidence
2 establishing that it is ‘more likely than not’ that the amount in controversy exceeds
3 [\$75,000].” *Sanchez v. Monumental Life Ins. Co.*, 102 F .3d 398, 404 (9th Cir. 1996).
4 “The amount in controversy includes the amount of damages in dispute, as well as
5 attorney’s fees, if authorized by statute or contract.” *Kroske v. U.S. Bank Corp.*, 432 F.3d
6 976, 980 (9th Cir. 2005).

7 In this case, Mid-Century argues that it is more likely than not that Lenhart is
8 seeking damages in excess of \$75,000. Dkt. 9. The Court agrees. Lenhart concedes that
9 interest alone may amount to \$16,339.68. Dkt. 11 at 3. Under IFCA, the court may
10 award treble damages, attorneys’ fees, and actual and statutory litigation costs, including
11 expert witness fees. RCW 48.30.015(2)–(3). If interest is trebled, then damages would
12 exceed \$45,000, and Lenhart’s attorney’s fees and litigation costs would only need to
13 exceed \$30,000 to meet the jurisdictional minimum of \$75,000. The Court finds that it is
14 more likely than not that attorney’s fees could exceed \$30,000 if this matter is litigated
15 through trial. Accordingly, Allstate has met its burden to establish that jurisdiction exists.

16 III. ORDER

17 Therefore, it is hereby **ORDERED** that Lenhart’s motion to remand (Dkt. 7) is
18 **DENIED**.

19 Dated this 17th day of April, 2018.

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21 BENJAMIN H. SETTLE
22 United States District Judge