

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

COIN AUTOMATIC LAUNDRY : CIVIL ACTION
EQUIPMENT CO., INC. :
 :
v. :
 :
THE HOUSING AUTHORITY OF THE : No. 99-2771
CITY OF TRENTON :

ORDER-MEMORANDUM

AND NOW, this 23rd day of June, 1999, the motion to remand of plaintiff Coin Automatic Laundry Equipment Co., Inc. is granted, and the action is remanded to the Court of Common Pleas of Chester County, Pa. 28 U.S.C. § 1446(c)(4).

On March 16, 1999, the complaint in state court was served on defendant The Housing Authority of the City of Trenton. After answering on March 29, 1999, defendant, on May 28, 1999, filed a notice of removal asserting diversity jurisdiction - well beyond the 30 days prescribed by statute. 28 U.S.C. § 1446(b). On June 2, 1999, plaintiff filed a timely motion to remand.

"While the time limitations of 28 U.S.C. § 1446(b) are not jurisdictional, they are mandatory and are to be strictly construed when asserted by a party." Weinstein v. Paul Revere Ins. Co., 15 F. Supp. 2d 552, 559 (D.N.J. 1998). See also Ogletree v. Barnes, 851 F. Supp. 184, 190 (E.D. Pa. 1994) (collecting cases).¹

¹It also appears that the amount in controversy has not been met. This complaint sets forth three separate causes of action, each requesting "an amount not in excess of \$50,000.00." 28 U.S.C. § 1332(a); def. notice, ex. A. "[I]f upon the face of
(continued...)"

Defendant's assertion that the Chester County Court of Common Pleas does not have jurisdiction over this action is not for this court's determination. That issue has no bearing on removal.

By July 9, 1999, parties are directed to submit briefs and any supporting documentation relating to plaintiff's claim of attorney's fees and costs. See 28 U.S.C. § 1447(c).

Edmund V. Ludwig, J.

¹(...continued)

the complaint, it is obvious that the suit cannot involve the necessary amount, removal will be futile and remand will follow." Int'l Fleet Auto Sales, Inc. v. Nat'l Auto Credit, 1999 WL 95258, *3 (E.D. Pa. Feb. 22, 1999) (quoting St. Paul Mercury Ins. Co. v. Red Cab. Co., 303 U.S. 283, 291-92, 58 S.Ct. 586, 82 L.Ed. 845 (1938)). Although defendant argues that the amount in controversy is \$150,000, a more appropriate reading of the complaint is that plaintiff simply pleaded claims in the alternative and the total amount is not in excess of \$50,000 on any or all of the stated causes of action. See Pa. R. Civ. P. 1020.