## UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

# Rellim Contracting LLC v. Kinsale Insurance Company

Rellim Contracting LLC v. Kinsale Insurance Company · No. 2:25-cv-1042-SPC-NPM · Decided January 16, 2026

### SUMMARY


The United States District Court for the Middle District of Florida denies Rellim Contracting LLC's motion to remand an insurance dispute removed by Kinsale Insurance Company on diversity-jurisdiction grounds. The court concludes that the parties' citizenship was adequately alleged and that the amount in controversy exceeds $75,000 based on claimed expenses and Rule 26(a)(1) disclosures. The court denies both parties' requests for attorney's fees.


### CASE DETAILS

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| COURT | United States District Court for the Middle District of Florida |
| JURISDICTION | United States District Court for the Middle District of Florida, Fort Myers Division |
| DECIDED | January 16, 2026 |
| DOCKET | 2:25-cv-1042-SPC-NPM |
| DISPOSITION | other |
| PROCEDURAL POSTURE | Plaintiff moved to remand case to state court after Defendant removed it to federal court based on diversity jurisdiction. |
| PRECEDENTIAL VALUE | Unknown |
| PARTIES | Rellim Contracting LLC v. Kinsale Insurance Company |

### TOPICS

subject matter jurisdiction · insurance

### PRACTICE AREAS

civil procedure · insurance

### QUESTIONS PRESENTED

1. Whether Defendant's notice of removal properly alleges diversity of citizenship between the parties.

2. Whether the amount in controversy exceeds $75,000.
3. Whether Plaintiff is entitled to attorney's fees and costs under 28 U.S.C. § 1447(c) for Defendant's removal.

### HOLDINGS

1. Defendant's notice of removal properly alleges Plaintiff's citizenship by identifying Plaintiff as an LLC and listing the citizenships of its members with supporting documentation.
2. Defendant's allegations that it is an Arkansas corporation with its principal place of business in Virginia, making it a citizen of both states, are sufficient without additional supporting information.
3. Defendant's notice of removal satisfies the amount in controversy requirement by showing, by a preponderance of the evidence, that the amount exceeds $75,000.
4. Plaintiff is not entitled to attorney's fees and costs because Defendant had an objectively reasonable basis for seeking removal.

### KEY QUOTATIONS

> *"A removing defendant bears the burden of proving proper federal jurisdiction."*

> *"all doubts about jurisdiction should be resolved in favor of remand to state court."*

> *"Citizenship is equivalent to 'domicile' for purposes of diversity jurisdiction."*

> *"Estimating the amount in controversy is not nuclear science; it does not demand decimal-point precision."*

### FACTUAL BACKGROUND

This is an insurance dispute between Plaintiff Rellim Contracting LLC and Defendant Kinsale Insurance Company. Defendant removed the case from state court, asserting diversity jurisdiction based on Plaintiff's alleged Alabama citizenship (through its members) and Defendant's Arkansas and Virginia citizenship, and an amount in controversy exceeding $75,000. Plaintiff filed a motion to remand, challenging both the adequacy of the citizenship allegations and the amount in controversy.

### PROCEDURAL HISTORY

Plaintiff Rellim Contracting LLC filed suit in state court. Defendant Kinsale Insurance Company removed the case to federal court, invoking diversity jurisdiction. Plaintiff then filed a motion to remand, which Defendant opposed.

### DISPOSITION

other

### CASES CITED

- Leonard v. Enter. Rent a Car, 279 F.3d 967 (11th Cir. 2002)

- Mack v. USAA Cas. Ins. Co., 994 F.3d 1353 (11th Cir. 2021)
- Univ. of S. Ala. v. Am. Tobacco Co., 168 F.3d 405 (11th Cir. 1999)
- Rolling Greens MHP, L.P. v. Comcast SCH Holdings L.L.C., 374 F.3d 1020 (11th Cir. 2004)
- Travaglio v. Am. Exp. Co., 735 F.3d 1266 (11th Cir. 2013)
- McCormick v. Aderholt, 293 F.3d 1254 (11th Cir. 2002)
- First Home Bank v. Net Zero LLC, No. 3:20-CV-150-J-34MCR, 2020 WL 802518 (M.D. Fla. Feb. 18, 2020)
- Molinos Valle Del Cibao, C. por A. v. Lama, 633 F.3d 1330 (11th Cir. 2011)
- Pretka v. Kolter City Plaza II, 608 F.3d 744 (11th Cir. 2010)
- S. Fla. Wellness, Inc. v. Allstate Ins., 745 F.3d 1312 (11th Cir. 2014)
- Tillett v. BJ's Wholesale Club, Inc., No. 3:09-CV-1095-J-34MCR, 2010 WL 11507321 (M.D. Fla. July 19, 2010)
- White v. Impac Funding Corp., No. 6:10-CV-1780-ORL-28, 2011 WL 836947 (M.D. Fla. Feb. 15, 2011)
- Martin v. Franklin Cap. Corp., 546 U.S. 132 (2005)

## OPINION

Rellim Contracting LLC v. Kinsale Insurance Company
PER CURIAM.
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION
RELLIM CONTRACTING LLC,
Plaintiff, v. Case No.: 2:25-cv-1042-SPC-NPM
KINSALE INSURANCE
COMPANY,
Defendant.
OPINION AND ORDER

Before the Court is Plaintiff Rellim Contracting LLC's motion to remand. (Doc. 18). Defendant Kinsale Insurance Company responded. (Doc. 23). For the reasons below, the Court denies Plaintiff's motion. This is an insurance dispute. Defendant removed this case by invoking diversity jurisdiction. (Doc. 1). Federal courts have diversity jurisdiction over civil actions where there is diversity of citizenship between the parties and the amount in controversy exceeds $75,000, exclusive of interest and costs. See 28 U.S.C. § 1332(a). "A removing defendant bears the burden of proving proper federal jurisdiction." Leonard v. Enter. Rent a Car, 279 F.3d 967, 972 (11th Cir. 2002). And "all doubts about jurisdiction should be resolved in favor of remand to state court." Mack v. USAA Cas. Ins. Co., 994 F.3d 1353, 1359 (11th Cir. 2021) (quoting Univ. of S. Ala. v. Am. Tobacco Co., 168 F.3d 405, 411 (11th Cir. 1999)). Plaintiff moves to remand, arguing that Defendant failed to allege diversity of citizenship and that the amount in controversy requirement is not satisfied. The Court disagrees. Plaintiff argues that the notice of removal fails to properly allege its citizenship. Because Plaintiff is a limited liability corporation, its citizenship is determined by "the citizenships of all [of its] members." Rolling Greens MHP, L.P. v. Comcast SCH Holdings L.L.C., 374 F.3d 1020, 1022 (11th Cir. 2004). Defendant alleges in its notice of removal that "[Plaintiff] has two members, Justin Miller and Serenity Miller, who, upon information and belief, were [at] all material times . . . citizens of Alabama." (Doc. 1 ¶ 9). Plaintiff argues that Defendant fails to sufficiently allege the domicile of Plaintiff's members and that the allegations are too "conclusory" to permit removal. (Doc. 18 at 4–5). Plaintiff's argument misses the mark. "Citizenship is equivalent to 'domicile' for purposes of diversity jurisdiction." Travaglio v. Am. Exp. Co., 735 F.3d 1266, 1269 (11th Cir. 2013) (quoting McCormick v. Aderholt, 293 F.3d 1254, 1257 (11th Cir. 2002)). Defendant explicitly alleges Plaintiff is an LLC and "list[s] the citizenships of all the members of [the] entity."1 First Home Bank v. Net Zero LLC, No. 3:20- CV-150-J-34MCR, 2020 WL 802518, at *2 (M.D. Fla. Feb. 18, 2020) (citing Rolling Greens, 374 F.3d at 1022). Defendant also attached to its response a copy of Plaintiff's 2025 LLC corporate report filed with the Florida Secretary of State. (Doc. 23-1). The report lists the names of and an Alabama address for Plaintiff's alleged members. (Id. at 2). Defendant properly alleges Plaintiff's citizenship. Plaintiff argues in passing that Defendant's citizenship is also improperly alleged. This argument fails as well. A corporation—like Defendant—is a citizen of both its place of incorporation and its principal place of business. See Molinos Valle Del Cibao, C. por A. v. Lama, 633 F.3d 1330, 1346 (11th Cir. 2011) (citing 28 U.S.C. § 1332(c)(1)). Defendant alleges that it "is an Arkansas corporation with its principal place of business in Richmond, Virginia" and accordingly is "a citizen of Arkansas and Virginia" (Doc. 1 ¶ 8). Although Plaintiff complains that these allegations are unsupported, it provides no authority requiring additional supporting information. Nor does 1 Plaintiff's principal case on this point relies on White v. Impac Funding Corp., No. 6:10-CV- 1780-ORL-28, 2011 WL 836947 (M.D. Fla. Feb. 15, 2011), report and recommendation adopted, No., 2011 WL 861172 (Mar. 9, 2011). That case is distinguishable; the complaint in White failed to invoke jurisdiction under the Class Action Fairness Act because the amount in controversy was alleged as "exceed[ing] $15,000" and the number of class members was "vaguely" plead as "hundreds . . . based on information and belief." Id. at *3. Here, Defendant provides more specific allegations of citizenship and supporting documentation, so this argument fails. Plaintiff offer facts that call Defendant's citizenship into question. The Court finds that Defendant properly alleges complete diversity between the parties. Now, the amount in controversy. The removing party need not "prove the amount in controversy beyond all doubt or to banish all uncertainty about it." Pretka v. Kolter City Plaza II, 608 F.3d 744, 754 (11th Cir. 2010). Ultimately, the question is whether the notice of removal establishes, by "a preponderance of the evidence, that the amount in controversy exceeds the jurisdictional minimum." S. Fla. Wellness, Inc. v. Allstate Ins., 745 F.3d 1312, 1315 (11th Cir. 2014) (citation omitted). The Court may make "reasonable inferences and deductions" when assessing whether a notice of removal satisfies that standard. Id. In its notice of removal, Defendant cites a "report of claimed expenses presented by

[Plaintiff] to [Defendant] on March 31, 2025 [totaling] $189,300.48." (Doc. 1 ¶ 10). Defendant also points to Plaintiff's Initial Disclosures under Federal Rule of Civil Procedure 26(a)(1), in which it claims to compute $360,369.98 in damages. See Tillett v. BJ's Wholesale Club, Inc., No. 3:09-CV-1095-J-34MCR, 2010 WL 11507321, at *3 (M.D. Fla. July 19, 2010) (considering Rule 26(a)(1) disclosures in denying remand). Plaintiff's arguments regarding the amount in controversy are unavailing. Plaintiff asserts that the March 31, 2025, letter and invoices are not a demand. Yet Plaintiff does not dispute that coverage for those expenses is sought in this case and does not argue that the damages calculation in its Rule 26(a)(1) disclosures is inaccurate. Even if those numbers are not exact, Plaintiff offers no basis to dispute that the damages in this case exceed $75,000. See S. Fla. Wellness, 745 F.3d at 1317 ("Estimating the amount in controversy is not nuclear science; it does not demand decimal-point precision."). The Court finds Defendant's notice of removal satisfies the amount in controversy requirement. Plaintiff argues it is entitled to attorney's fees and costs under 28 U.S.C. §1447(c). Courts may award attorney's fees under § 1447(c) when ordering remand "only where the removing party lacked an objectively reasonable basis for seeking removal." Martin v. Franklin Cap. Corp., 546 U.S. 132, 141 (2005). Because the Court finds Defendant properly removed this case, Plaintiff's request for attorney's fees is denied. Defendant also requests attorney's fees, asserting that the Motion to Remand was meritless, but cites no authority in support. The Court denies the request. Accordingly, it is now ORDERED: Plaintiffs' Motion to Remand (Doc. 18) is DENIED. DONE and ORDERED in Fort Myers, Florida on January 16, 2025. tit WOblatet he

UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record

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