

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

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

- 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)

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