

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
WEST VIRGINIA

American Home Contractors, LLC v. Kenneth Dorsey Slaughter and
Elizabeth Ann Smith Slaughter

Civil Action No. 3:26-0020 · No. Civil Action No. 3:26-0020 · Decided March 19, 2026

SUMMARY

The United States District Court for the Southern District of West Virginia held that a contractual forum-selection clause requiring exclusive jurisdiction and venue in the Circuit Court of Putnam County, West Virginia, and expressly waiving federal diversity jurisdiction, barred removal. The court granted the plaintiff’s motion to remand, denied its request for attorney’s fees and costs, and declined to rule on the defendants’ motion to dismiss. The action was remanded to the Circuit Court of Putnam County.

CASE DETAILS

COURT	United States District Court for the Southern District of West Virginia
WRITING FOR THE COURT	Robert C. Chambers
JURISDICTION	United States District Court for the Southern District of West Virginia
DECIDED	March 19, 2026
DOCKET	Civil Action No. 3:26-0020
DISPOSITION	remanded
PROCEDURAL POSTURE	Defendants removed a state-court contract action to federal court on the basis of diversity jurisdiction. Plaintiff moved to remand under a contractual forum-selection clause waiving federal diversity jurisdiction and sought attorney fees and costs under 28 U.S.C. § 1447(c). Defendants moved to dismiss.
STANDARD OF REVIEW	The court applied the enforceability and waiver standards governing mandatory forum-selection clauses and the objectively reasonable basis standard for attorney-fee awards under 28 U.S.C. § 1447(c).
PRECEDENTIAL VALUE	unpublished district court memorandum opinion; persuasive rather than precedential

TOPICS

venue

civil procedure

contracts

commercial litigation

construction law

PRACTICE AREAS

civil procedure

contracts

commercial litigation

construction law

QUESTIONS PRESENTED

1. Whether the contractual forum-selection clause mandating exclusive jurisdiction and venue in the Circuit Court of Putnam County and expressly waiving federal diversity jurisdiction was enforceable and barred removal.
2. Whether American Home Contractors waived its right to enforce the forum-selection clause by removing a separate Virginia action involving the parties.
3. Whether American Home Contractors was entitled to attorney fees and costs under 28 U.S.C. § 1447(c).

HOLDINGS

1. A mandatory and enforceable contractual forum-selection clause expressly waiving federal diversity jurisdiction prevents removal to federal court, even though the federal court possesses subject matter jurisdiction over the dispute.
2. American Home Contractors did not clearly waive its contractual right to prevent removal by removing a separate Virginia action and promptly seeking dismissal of that action based on the same forum-selection clause.
3. Attorney fees and costs were not warranted because defendants had an objectively reasonable basis for removal and for asserting that removal was timely.

KEY QUOTATIONS

“A defendant may waive its right to remove an action to federal court via a valid and enforceable forum selection clause that mandates a state court as the forum for a case.”

“The intent to waive must be clear, as conduct with ambiguous meaning will not support a waiver defense.”

“Absent unusual circumstances, courts may award attorney’s fees under § 1447(c) only where the removing party lacked an objectively reasonable basis for seeking removal. Conversely, when an objectively reasonable basis exists, fees should be denied.”

FACTUAL BACKGROUND

American Home Contractors, LLC, a Delaware limited liability company with its principal place of business in Maryland, sued Virginia residents Kenneth Dorsey Slaughter and Elizabeth Ann Smith Slaughter in West Virginia for allegedly failing to pay \$87,981.40 for a solar roof, battery storage units, and related improvements. Their contract provided for exclusive jurisdiction and venue in the Circuit Court of Putnam County, West Virginia, expressly waived federal diversity jurisdiction, and included waivers concerning personal jurisdiction and venue objections. The Slaughters removed the action based on diversity jurisdiction, while American Home Contractors sought remand.

PROCEDURAL HISTORY

American Home Contractors filed the contract action in the Circuit Court of Putnam County, West Virginia. Defendants removed it to the Southern District of West Virginia, and plaintiff moved to remand. The district court granted remand, denied fees and costs, and declined to decide defendants' motion to dismiss.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The action was remanded to the Circuit Court of Putnam County, West Virginia, for further proceedings. The district court declined to decide the defendants' motion to dismiss and expressed no opinion on issues raised in the separate Virginia action.

CASES CITED

- Bartels by & through Bartels v. Saber Healthcare Grp., LLC, 880 F.3d 668, 678, 680-81 (4th Cir. 2018)
- NetTax, LLC v. Pollo W. Corp., Civ. Act. No. 4:23-00019, 2023 WL 5992808, at *1 (W.D. Va. Sept. 15, 2023)
- Abbington SPE, LLC v. U.S. Bank, Nat'l Ass'n, 352 F. Supp. 3d 508, 514 (E.D. N.C. 2016), aff'd by unpublished per curiam opinion, 698 F. App'x 750 (4th Cir. 2017)
- BAE Sys. Tech. Sol. & Servs., Inc. v. Republic of Korea's Def. Acquisition Program Admin., 884 F.3d 463, 470 (4th Cir. 2018)
- Whiting-Turner Contracting Co. v. Westchester Fire Ins. Co., Civ. Act. No. JFM-13-348, 2013 WL 3177881, at *4 (D. Md. June 20, 2013)
- Wachovia Bank Nat. Ass'n v. EnCap Golf Holdings, LLC, 690 F. Supp. 2d 311, 327-28 (S.D.N.Y. 2010)
- Ferraro Foods Inc. v. M/V Izzet Incekara, Civ. Act. No. 01-2682 (RWS), 2001 WL 940562, at *4 (S.D.N.Y. Aug. 20, 2001)
- Martin v. Franklin Cap. Corp., 546 U.S. 132, 141 (2005)