

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH
CAROLINA, GREENVILLE DIVISION

Don Michael Burdette v. Progressive Direct Insurance Company

Burdette · No. 6:26-cv-00806-JDA-MGB · Decided June 1, 2026

SUMMARY

The United States District Court for the District of South Carolina adopts a magistrate judge’s Report and Recommendation and denies Plaintiff’s motions concerning remand, dismissal, summary judgment, default judgment, striking filings, and related relief. The Court holds that diversity jurisdiction was determined at removal based on the complaint’s alleged amount in controversy and that post-removal efforts to reduce damages could not defeat jurisdiction. The Court also finds Defendant’s motion to cease and desist moot, admonishes Plaintiff regarding purportedly forged court orders, and warns of possible sanctions or dismissal for future violations.

CASE DETAILS

COURT	United States District Court for the District of South Carolina, Greenville Division
WRITING FOR THE COURT	Jacquelyn D. Austin
JURISDICTION	United States District Court for the District of South Carolina, Greenville Division
DECIDED	June 1, 2026
DOCKET	6:26-cv-00806-JDA-MGB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff filed the action in South Carolina state court. Defendant removed it based on diversity jurisdiction and answered. The district court reviewed the magistrate judge's report and recommendation de novo in response to Plaintiff's objections, denied Plaintiff's motions, and found Defendant's motion to cease and desist moot.
STANDARD OF REVIEW	The district court conducts de novo review of portions of a magistrate judge's report and recommendation to which a specific objection is made; absent a timely objection, review is for clear error.
PRECEDENTIAL VALUE	Unknown
PARTIES	Don Michael Burdette v. Progressive Direct Insurance Company

TOPICS

subject matter jurisdiction

civil procedure

default judgment

motions to dismiss

summary judgment

PRACTICE AREAS

Civil procedure

Insurance litigation

Federal jurisdiction

QUESTIONS PRESENTED

1. Whether the district court retained diversity subject matter jurisdiction when Plaintiff attempted to limit his damages after removal.
2. Whether Defendant's removal complied with the procedural requirements of 28 U.S.C. § 1446.
3. Whether Plaintiff was entitled to strike Defendant's filings or obtain default judgment despite Defendant's timely answer and responses.
4. Whether Defendant's motion to cease and desist concerning Plaintiff's purported judicial order should be granted.
5. Whether Plaintiff was entitled to a protective order, stay, or additional remand and default-judgment relief.

HOLDINGS

1. A plaintiff's post-removal notice or amendment limiting damages below the jurisdictional threshold does not defeat diversity jurisdiction when the amount in controversy satisfied the threshold at the time of removal.
2. Defendant complied with the procedural requirements for removal under 28 U.S.C. § 1446.
3. Plaintiff was not entitled to strike Defendant's filings or obtain default judgment because Defendant filed a timely answer and timely responses to Plaintiff's motions.
4. Defendant's motion to cease and desist was moot, although the court admonished Plaintiff not to submit filings bearing a purported judicial signature or make false representations.

KEY QUOTATIONS

“Jurisdiction is determined at the time the action is filed, meaning courts determine the amount in controversy by looking to the face of the complaint at the time of removal.” (Opinion and Order, Discussion)

“For the foregoing reasons, Plaintiff’s motions [Docs. 9; 13; 14; 16; 19; 22; 24; 44; 45; 46] are DENIED. Defendant’s motion [Doc. 42] is FOUND AS MOOT, and Plaintiff is admonished against submitting filings containing the undersigned’s purported signature in the future.” (Opinion and Order, Conclusion)

FACTUAL BACKGROUND

Plaintiff's complaint alleged damages of at least \$233,500. Defendant removed the action to federal court and filed an answer before Plaintiff filed a post-removal notice purporting to limit damages to \$74,999. Plaintiff later submitted or attempted to submit a document bearing a purported judicial signature, which Defendant

characterized as fraudulent; Plaintiff stated that he did not intend to mislead anyone and that the document resulted from a misunderstanding about a clerk's received stamp.

PROCEDURAL HISTORY

Plaintiff commenced the action in the Greenville County Court of Common Pleas on January 23, 2026. Defendant removed the case on February 26, 2026, asserting federal diversity jurisdiction, and filed a timely answer. Plaintiff subsequently filed multiple motions to remand, dismiss, obtain summary judgment or default judgment, strike filings, and obtain a protective order. The magistrate judge recommended denying the initial motions, and the district court accepted that recommendation after de novo review of the objections.

DISPOSITION

other

CASES CITED

- Mathews v. Weber, 423 U.S. 261, 270–71 (1976)
- Diamond v. Colonial Life & Accident Ins., 416 F.3d 310, 315 (4th Cir. 2005)
- Clear Choice Constr., LLC v. Travelers Home & Marine Ins., No. 0:17-cv-1890-MBS, 2018 WL 718960, at *4 (D.S.C. Feb. 6, 2018)
- Ballard v. Carlson, 882 F.2d 93, 95 (4th Cir. 1989)