

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

CASE NO: 9:19-CV-81672-ROSENBERG/REINHART

HARVEY ROTH AND ALISON ROTH,

Plaintiffs

vs.

USAA CASUALTY INSURANCE
COMPANY,

Defendant.

**DEFENDANT’S, USAA CASUALTY INSURANCE COMPANY, REMOVAL STATUS
REPORT**

Defendant, USAA CASUALTY INSURANCE COMPANY (“USAA CIC”), by and through undersigned counsel and in compliance with the Court’s Notice of Court Practice in Removal Cases [DE 3], hereby files this Removal Status Report as follows:

1. A plain statement of the nature of the claim and any counterclaim, cross-claim, or third-party claim, made in state or federal court including the amount of damages claimed and any other relief sought.

Plaintiffs, Harvey Roth and Alison Roth, filed a civil action in the Circuit Court for Palm Beach County, Florida, Case No: 502019CA014472XXXXMB, alleging one count against USAA CIC for breach of contract which arises from an insurance claim presented by Plaintiffs to USAA CIC for damage to Plaintiffs’ property allegedly resulting from Hurricane Irma on September 12, 2017. Plaintiffs seek damages based on an estimate prepared by CMR Construction and Roofing in the amount of \$124,387.39. USAA CIC asserts that there is no coverage for the loss pursuant to

the terms, conditions, limitations and exclusions of the Policy, and as such, that no damages are owed.

2. A plain statement of the grounds for removal and a list of all parties to the action, including parties to any third-party claim.

The grounds for removal of this action are based on a complete diversity of citizenship between the Plaintiffs, Harvey Roth and Alison Roth, and Defendant, USAA CIC, and an amount in controversy exceeding \$75,000.00. This Court therefore has jurisdiction of this matter pursuant to 28 U.S.C § 1332. *See* [DE 1].

The parties to the action are as follows:

- a. Harvey Roth – Plaintiff
- b. Alison Roth – Plaintiff
- c. USAA Casualty Insurance Company – Defendant

3. A list of all pending motions.

At the time of Removal of this action, and as of the date of this Removal Status Report, there are no pending motions.

4. A brief statement by each Defendant explaining whether or not each has joined in or consented to the notice of removal.

The only defendant named and served with process in this action is USAA CIC, which instituted the removal of this action and therefore consents to same. *See* [DE 1].

5. A statement regarding whether the Defendant(s) have removed the action within 30 days after the receipt by the Defendant(s), through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which the action or proceeding is based, or within thirty (30) days after service of summons upon the Defendant(s), if such

initial pleading has then been filed in court and is not required to be served on the Defendant(s) in the action.

Defendant, USAA CIC, timely removed this action on December 13, 2019, which was within thirty (30) days of being served with a copy of the initial pleading on November 15, 2019. See [DE 1].

Dated: December 23, 2019

Respectfully submitted,

SIMON, REED & SALAZAR, P.A.

/s/ Nicholas A. Reeves
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served electronically with the Clerk of Court using CM/ECF on December 23, 2019.

By: /s/ Nicholas A. Reeves

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