

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

EVE JOHNSON,

Plaintiff,

v.

CASE NO. 8:18-cv-1146-T-26CPT

THOR MOTOR COACH, INC.,

Defendant.

ORDER

UPON DUE AND CAREFUL CONSIDERATION of Plaintiff's Motion to Remand (Dkt. 6), Defendant's Response in Opposition (Dkt. 11), the Notice of Removal (Dkt. 1), and the Complaint (Dkt. 2), it is **ORDERED AND ADJUDGED** that the motion is denied. This case to recover damages and other relief resulting from the purchase of a 2016 motor coach was removed to this Court on the basis of diversity and federal question jurisdiction. The required amount in controversy under the Magnuson-Moss Warranty Act is \$50,000. 15 U.S.C. § 2310(d)(3)(B). Plaintiff argues that the amount of damages does not clearly exceed \$50,000, because she is not seeking a repurchase of the recreational vehicle. The allegations of her complaint, however, belie this contention.

The complaint alleges a purchase price of \$138,798.00, but after “the ineffective repair attempts made by Defendant[,],” the motor coach “cannot be utilized for personal, family and/or household use.”¹ Plaintiff argues that the main measure of damages for breach of warranty is diminution of value and cites various cases. By Plaintiff’s own admissions in the complaint, the value of the coach as warranted is the purchase price and the value of the coach as accepted is zero because it is useless. The difference far exceeds \$50,000.

DONE AND ORDERED at Tampa, Florida, on May 25, 2018.

s/Richard A. Lazzara
RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

¹ See docket 2, ¶¶ 8 and 9.