

be.” *Hart v. Terminex Int’l*, 336 F.3d 541, 542-43 (7th Cir. 2003). Moreover, asserting that all partners are citizens of “X” or that no partners are citizens of “X” is insufficient. *See Peters v. Astrazeneca LP*, 224 Fed. Appx. 503, 505 (7th Cir. 2007) (noting the insufficiency of a limited partnership asserting that none of its partners were citizens destroying diversity “rather than furnishing the citizenship of all of its partners so that [the court] could determine its citizenship”).

Regarding the amount in controversy, Defendant fails to assert that the alleged amount is “exclusive of interest and costs.” 28 U.S.C. § 1332 (requiring that the amount in controversy “exceeds the sum or value of \$75,000, exclusive of interest and costs”). Moreover, as the proponent of federal jurisdiction, the burden rests with Defendant to show by a preponderance of the evidence facts that suggest the Court has diversity jurisdiction, *Oshana v. Coca-Cola Co.*, 472 F.3d 506, 511 (7th Cir. 2006), and a mere belief is insufficient, *America’s Best Inns, Inc. v. Best Inns of Abilene, LP*, 980 F.2d 1072, 1074 (7th Cir. 1992). The Court recognizes that Defendant sets forth a factual basis for this belief, which may well be accurate, but because the parties must confer regarding other jurisdictional issues, the Court will require a showing that there is a factual basis for the amount in controversy predicated on more than belief.

For all of these reasons, the Court cannot assure itself that it can exercise diversity jurisdiction over this matter. Accordingly, the Court **ORDERS** the parties to file a joint jurisdictional statement by **January 27, 2014**, certifying the parties’ citizenship and that the amount in controversy, exclusive of interest and costs, exceeded \$75,000 at the time of removal. If the parties cannot agree on the parties’ citizenship, the amount in controversy, or any other jurisdictional requirement, they are ordered to file competing jurisdictional statements by that

date setting forth their positions. A compliant statement will relieve Plaintiff of his obligations under Local Rule 81.1.

01/13/2014

A handwritten signature in black ink that reads "Jane Magnus-Stinson". The signature is written in a cursive style with a horizontal line underneath the name.

Hon. Jane Magnus-Stinson, Judge
United States District Court
Southern District of Indiana

Distribution via ECF:

Keith Logan Johnson
JOHNSON LAW OFFICE
keithjohnsonlaw@aol.com

Paul Thomas Belch
TRAVELERS STAFF COUNSEL
pbelch@travelers.com