

## Case Brief

Civ Pro Unit B1 (amount in question)

1/17/15

### Identity of Case

Diefenthal v. C.A.B., 681 F.2d 1039 (5<sup>th</sup> Cir. 1982)

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### Summary of Facts /Procedural History

Plaintiffs/appellants were passengers on board a plane. They purchased first class smoking tickets. There was an error in booking, and they were sat in first class instead, and not allowed to smoke. 1<sup>st</sup> complaint included a contract claim and a tort claim for 10,000 (an amount that would meet the minimum req. for diversity jurisdiction at the time). Defendant motioned to dismiss for lack of diversity jurisdiction as they (and the court agreed) "could not conceive by the wildest stretch of the imagination how there could be 10,000 damage on the basis of what plaintiffs allege." Plaintiffs were allowed to amend their complaint, and did so using stronger language but alleging basically the same facts. Jurisdiction denied.

### Statement of the Issue

On what basis is the validity of the cited amount in dispute to be determined?

### Holding

As long as the plaintiff's allege an amount in dispute in good faith, the amount will be accepted. But, if there is no conceivable way that the actions complained upon could amount to the damages cited, this can be taken as evidence of bad faith.

### Reasoning

See rule. Basically it doesn't matter what the actual damages are, it matters howmuch the plaintiffs think they are, in good faith, and if the plaintiffs are reasonable.

### Evaluation